



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
December 19, 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, DECEMBER 19, 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 Davis)

Discussion and Action Items

1. **Resolution 23-R-134** - Approving a resolution canvassing the returns and declaring the results of the December 9, 2023, Runoff Election, and other matters in connection therewith.
(Mayor/Council/S.Edmondson)

Oath of Office

2. **Elected Officer-Oath of Office** (S.Edmondson)
 - Oath of Office to Elected Councilmember Place 4
 - Comments by Councilmember Place 4

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.

3. **Minutes** - Approving the regular meeting minutes of December 5, 2023.
(S.Edmondson/S.Courney)
4. **Appointment/Reappointment For Boards/Commissions/Committees** (S.Edmondson)
 - Appointment to the Parks & Recreation Advisory Board
 - Ms. Elizabeth Wiley-Parks & Recreation Board Member
 - Ms. Penny Jennings-Parks & Recreation Board Member
 - Ms. Rosemary Scott-Parks & Recreation Alternate Board Member
 - Mr. Robert Marks-Parks & Recreation Alternate Board Member
5. **Resolution 23-R-132** - Authorization of EMS, Utility Billing, Schertz Magazine, and Library debt revenue adjustments. (S.Gonzalez/J.Walters)
6. **Resolution 23-R-130** - Authorizing the City Manager to enter into an agreement with Global Traffic Technologies for procuring Opticom services for intersection preemption. (G. Rodgers/D. Kramer)
7. **Resolution 23-R-131** - Authorizing the City Manager to sign a renewal of the Interlocal Agreement with Guadalupe County for the provision of fire protection services from the city of Schertz Fire Department to designated areas of Guadalupe County (G.Rodgers/D.Kramer)
8. **Resolution 23-R-133** - Approving a recommendation to name the 10.5-acre park property at FM 482 and Bunker Street as Dry Comal Creek Nature Park. (S.Gonzalez/L.Shrum)

9. **Resolution 23-R-125** - Authorizing a contract amendment with Maldonado Nursery and Landscaping in excess of \$50,000 for mowing and landscape maintenance of medians, parkways, and public grounds. (S.Gonzalez/L.Shrum)
10. **Resolution 23-R-121** - Authorizing a contract with Tyler Technologies for Police Records Management System. (S.Williams/J.Lowery)
11. **Resolution 23-R-135** - Authorizing the City Manager to enter into a Memorandum of Agreement with Joint Base San Antonio for the use of their fire training facilities (G.Rodgers/D.Kramer)
12. **Resolution 23-R-138** - Authorizing a Schertz Main Street Local Flavor Economic Development Grant for 409 Main Street. (S.Williams/B.James)

Discussion and Action Items

13. **Resolution 23-R-139** - Authorizing the City Manager to accept an approximately 13.07 acre tract of land located on the south side of Schaefer Road, approximately 1,715 feet east of the intersection with FM 1518. (S.Williams/B.James)
14. **Resolution 23-R-136** - Authorizing the City Manager to accept an approximately 5.913 acre tract of land located on the southwest side of FM 1518 at the intersection of FM 1518 and Nell Deane Blvd. (S. Gonzalez/L. Shrum)
15. **Discussion and Action regarding the upcoming City of Schertz appointment to the Schertz Seguin Local Government Corporation (SSLGC)** (S.Williams/B.James/L.Busch)
16. **Approval of the Classification and Compensation Implementation Plan** (S. Williams/S.Gonzalez/J.Kurz)

Public Hearings

17. **Ordinance 23-S-32** – Conduct a public hearing and consider a request for a Specific Use Permit to allow a convenience store with gas pumps on approximately 7.8 acres of land, located approximately 51-feet west from the intersection of IH-35 N Access Road and FM 2252, also known as Guadalupe County Property Identification Number 114083 and Comal County Property Identification Number 119021, City of Schertz, Guadalupe and Comal County, Texas. **First Reading** (B.James/L.Wood D.Marquez)
18. **Ordinance 23-S-33** - Conduct a public hearing and consider a request for a Specific Use Permit to allow a truck terminal on approximately 4 acres of land located approximately 660-feet west from the intersection of Baugh Lane and Schwab Road, also known as Comal Property Identification Number 464879, City of Schertz, Comal County, Texas. **First Reading** (B.James/L.Wood/D.Marquez)

19. **Ordinance 23-S-34** - Conduct a public hearing and consider a Specific Use Permit to allow a convenience store with gas pumps on approximately 1.61 acres of land, located at the intersection of Schaefer Road and FM 1518, also known as: 11786 Schaefer Road, City of Schertz, Bexar County, Texas. **First Reading** (B.James/L.Wood/S.Haas)

Closed Session

20. The City Council will meet in closed session under Section 551.087 of the Texas Government Code, Deliberation Regarding Economic Development Negotiations; Closed Meeting. The governmental body is not required to conduct an open meeting (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect.
- Project:E-88

Reconvene into Regular Session

21. Take any action based on discussion held in Closed Session under Agenda Item #20.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

22. **Monthly Update** - Major Projects In Progress/CIP (B.James/K.Woodlee)

Requests and Announcements

- Requests by Mayor and Councilmembers for updates or information from Staff
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda
- 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 16TH DAY OF DECEMBER 2023 AT 11:30 A.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEILA EDMONDSON

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

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

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

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

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

<p>Mayor Gutierrez Audit Committee Board of Adjustments Investment Advisory Committee Main Street Committee Senior Center Advisory Board-Alternate</p>	<p>Councilmember Davis– Place 1 Interview Committee for Boards and Commissions 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 Interview Committee for Boards and Commissions-Alternate Cibolo Valley Local Government Corporation-Alternate</p>	<p>Councilmember Macaluso – Place 3 Interview Committee for Boards and Commissions</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 Westbrook – Place 5</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-Chair 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: December 19, 2023
Department: City Secretary
Subject: Resolution 23-R-134 - Approving a resolution canvassing the returns and declaring the results of the December 9, 2023, Runoff Election, and other matters in connection therewith.
(Mayor/Council/S.Edmondson)

Attachments

Resolution 23-R-134

DRAFT

RESOLUTION 23-R-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, APPROVING THE CANVASS OF THE DECEMBER 9, 2023 RUNOFF ELECTION AND DECLARING THE RESULTS OF SUCH ELECTION

WHEREAS, a Runoff Election were held in the City of Schertz, Texas (the "City"), on the 9th day of December 2023 to elect a Councilmember Place 4 for a three-year term; and

WHEREAS, said elections were duly and legally held in conformity with the applicable election laws of the State of Texas ("Texas"); and

WHEREAS, the Election Administrator has provided to the City, as required by applicable Texas law, the election results, as tabulated by the Election Administrator; and

WHEREAS, there came to be considered the returns of the general election held on the 9th day of December 2023, for the purpose of electing one Councilmembers for Place 4; and

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

Section 1: That the Runoff Election of the City of Schertz, Texas held December 9, 2023, was duly called, that notice of such election was given, and that such election was held in accordance with law.

Section 2: That the tabulation of votes cast to elect one Councilmember for Place 4 in the Runoff Election held on December 9, 2023, as shown in the official canvass of the returns of said general election shown below reflects the following results:

	Early Voting			Election Day			Total Votes Cast	Vote %
	Bexar	Comal	Guadalupe	Bexar	Comal	Guadalupe		
City Council Place 4								
Michael Armstrong								
Tiffany M. Gibson								
Total Votes Cast								
	Early Voting:			Election Day:			Total Votes Cast	

Section 3. The City Council finds that the results of the general election as set forth above reflect the reported votes, and the canvass of votes is hereby approved.

Section 4. The total of votes cast during early voting was ____ by personal appearance and absentee, and ____ votes were cast on Election Day. The total number of votes cast in this election was ____

Section 5. The City Council finds that the results of the general election as set forth above reflect that _____ is hereby declared elected to the Office of the Councilmember Place 4.

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

Section 7. 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 8. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 9. If any provision of this 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 10. 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 11. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

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

City of Schertz

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

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CITY COUNCIL MEMORANDUM

City Council Meeting: December 19, 2023
Department: City Secretary
Subject: Minutes - Approving the regular meeting minutes of December 5, 2023.
(S.Edmondson/S.Courney)

Attachments

Minutes 12-05-2023

DRAFT

MINUTES REGULAR MEETING December 5, 2023

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on December 5, 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 Michelle Watson; Councilmember Mark Davis; Councilmember Paul Macaluso; Councilmember Michael Dahle; Councilmember Robert Westbrook; Councilmember Allison Heyward; Councilmember Tim Brown

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

Call to Order

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

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

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

Proclamations

- Schertz/Seguin Local Government Corporation 25th Anniversary - Mr. Andrew McBride

Mayor Gutierrez read the proclamation for the 25th Anniversary of Schertz/Seguin Local Government Corporation. The proclamation will be presented to the SSLGC at their 25th Anniversary Reception.

Employee Introductions

- Engineering Dept: Tammy Lawrence-Administrative Assistant
- Finance Dept: Jessica Dycus-Accountant
- Fire Dept: Benjamin Contet-Firefighter; Michael J. Kinnamon-Firefighter;
- Police Dept: Rome Borrego-Police Officer; Hector D. Castro-Police Officer; Marcus Leiwig-Police Officer

The new employees were introduced to the City Council by their Department Managers.

Presentations

1. Presentation of Texas Recreation & Park Society Central Region Awards to the Schertz Parks & Recreation Department and Johnie McDow. (S.Gonzalez/L.Shrum)

Parks Director Lauren Shrum introduced the Parks Staff who participated in the Central Region Workshop and Maintenance Crew Rodeo in San Marcos. Schertz's crews competed against benchmark cities that included Austin, Round Rock, Georgetown, New Braunfels, and other central region cities.

The participants competed in several events in the Maintenance Rodeo, which included Irrigation Assembly, Truck and Trailer and an Obstacle Course which was a timed event.

- In 3rd Place for the Truck and Trailer Event were Cole Moody and Larry May.
- In the Backhoe Event, 6th Place went to Ian King
- The entire crew received the Excellence and Maintenance Award for their work on the Wendy Swan Splash Pad Project.
- Other awards received included the Central Region Awards for Photography.
- Individual of the Year Award: Johnie McDow, Chair of the Parks and Recreation Board.

2. Presentation of FY 2022-23 Parks Annual Report (S.Gonzalez/L.Shrum/C.Paddock)

The Parks & Recreation Department consists of 21 Full-Time Staff, 2 Part-Time, 2 Seasonal and 200 volunteers. They oversee the following boards and committees: Parks & Recreation Advisory Board, Schertz Youth Soccer Alliance, Buffalo Valley Youth Association, Senior Center Advisory Board and the Friends of the Crescent Bend.

The Parks & Recreation Department is responsible for: 25 Parks, 12 Baseball & Softball Fields, 11 Pavillion and Picnic Areas, 2 Splash Pads, 32 Playscape Units, 3 Water Access Points, 2 Community Centers, 1 Dog Park, 4 Pools, 6 Basketball Courts, 3 Adult Social Leagues, 1 Skate Park, 25.6 Miles of Hike and Bike Trails, 5 Murals, 15 Soccer Fields, 35 Events, 20 Sponsors, 7 Partner Organizations, 1 Senior Center, 21 Nature Programs, and over 438.97 acres of Parkland.

They improved several of the parks this year, which include Crescent Bend Nature Park, Cypress Point Park, and Wendy Swan Memorial Park. They will be working on the Senior Center Garden Additions and the Dry Comal Creek Nature Park.

The Parks & Recreation Department added 2 positions: a Recreation Coordinator and a Recreation Specialist.

Schertz Youth Leaders debuted this year with a class of 7 students from 3 area high schools, offering a chance to learn about their community and hone their leadership skills.

The Civic/Convention Center transitioned from the oversight of Public Affairs to Parks & Recreation. They are now the Parks, Recreation & Community Services with a shared goal of enhancing the quality of life and providing amenities for the residents.

City Events and Announcements

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

Deputy City Manager provided the following list of upcoming events for the City.

Saturday, December 9

Runoff Election Day for Councilmember Place 4
Schertz Community Center
1400 Schertz Parkway
7:00 AM – 7:00 PM

Saturday, December 16

Star Party
Crescent Bend Nature Park
7:00 PM – 10:00 PM

Tuesday, December 19

Next Regular City Council Meeting
Council Chambers
6:00 PM

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

City Manager Steve Williams thanked the River City Community Church and the Chamber for their participation at the Deck the Halls event. Holidayz kicked off with the Breakfast with Santa sponsored by Elbel's Diner. The Kris Kringle Market had 37 vendors to shop with. Families enjoyed the Mt. Schertz snow event and the Festival of Angels Parade.

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

Mayor Gutierrez thanked the staff for their hard work with the Deck the Halls, Holidayz and Festival of Angels Parade.

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.

- Maggie Titterington, 1730 Schertz Parkway, who thanked Cassie Paddock for all her help with the cookie/cocoa set up. Deck the Hall was a great event and she looks forward to it every year. The Home and Health Show is scheduled for January 2024.

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.

- 3. Minutes** - Consideration and/or action regarding the approval of the regular meeting minutes of November 14, 2023, and Canvassing the Election of November 20, 2023. (S.Edmondson/S.Courney)
- 4. Appointments, Reappointments, Resignations For Boards/Commissions/Committees** (S.Edmondson)

Appointment of Mr. Reynaldo Chavez to the Economic Development Corporation Board.
- 5. Approval of the 2024 Master Calendar** (S.Williams/C.Simmons)
- 6. Resolution 23-R-126** - Authorizing an amendment to the CCN transfer agreement between Green Valley Special Utility District and the City of Schertz. (B.James/L.Busch)
- 7. Ordinance 23-S-29** - Consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC) to Article 3 Boards, Commissions, and Committees and Article 12 Subdivisions. *Final Reading* (B.James/L.Wood/S.Haas)
- 8. Resolution 23-R-108** – Approving the language set forth in a Project Utility Adjustment Agreement and a Utility Adjustment Agreement Amendment for the IH 35 Nex-Central Project. (B.James/K.Woodlee/E.Schulze)

9. **Resolution 23-R-107** – Authorizing an agreement with Halff Associates, Inc., with expenditures up to \$80,000 for professional services for the Relocation of a Backflow Prevention Device for Randolph Air Force Base. (B.James/K.Woodlee/E.Schulze)
10. **Resolution 23-R-127**– Authorizing an amendment to the agreement with Utility Engineering Group, PLLC, for engineering services related to the Riata Lift Station Relocation Project (B.James/K.Woodlee/E.Schulze)
11. **Ordinance 23-T-31:** Authorize an adjustment to the Fiscal Year 2023-24 Adopted Budget for items approved but not expended in the Fiscal Year 2022-23. ***Final Reading*** (S.Gonzalez/J.Walters)
12. **Resolution 23-R-120** – Authorizing a professional services agreement with expenditures up to \$380,000 with Kimley-Horn & Associates, Inc., for the 2024 Street Resurfacing and Rehabilitation Project (B.James/K.Woodlee/J.Nowak)

Mayor Gutierrez asked for a motion to approve Consent Agenda Items #3-#12.

Moved by Councilmember Allison Heyward, seconded by Mayor Pro-Tem Michelle Watson

AYE: Mayor Pro-Tem Michelle Watson, Councilmember Mark Davis, Councilmember Paul Macaluso, Councilmember Michael Dahle, Councilmember Robert Westbrook, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

Discussion and Action Items

13. **Ordinance 23-G-30** - Amending the City of Schertz Code of Ordinances creating a Reserve Police Force in accordance with statutory mandates. ***First Reading*** (S.Williams/J.Lowery)

Mayor Gutierrez recognized Chief Lowery who brought forward Ordinance 23-G-30, creating a Reserve Police Force with statutory mandates. The Schertz Police Department is requesting authorization to establish a police reserve force, and to authorize the Chief of Police to appoint reserve force members, subject to the approval of the City Council. All reserve officers must meet minimum Texas Commission on Law Enforcement standards and complete the same hiring process as required for full-time officers.

Councilmember Brown asked if there were enough volunteers available. Chief Lowery replied that there is one candidate who is going through the process.

Mayor Gutierrez asked if there were mandatory hours required. Chief Lowery stated that applicants are required to serve 12–16 hours a month for the city to carry their

license. Chief Lowery added that the department would outfit the reserve officers with all necessary equipment needed.

Mayor Gutierrez asked for a motion to approve Ordinance 23-G-30.

Moved by Councilmember Mark Davis, seconded by Councilmember Allison Heyward

AYE: Mayor Pro-Tem Michelle Watson, Councilmember Mark Davis, Councilmember Paul Macaluso, Councilmember Michael Dahle, Councilmember Robert Westbrook, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

- 14. Resolution 23-R-112-** Approval of a Resolution casting votes to elect the Board of Directors for the Bexar Appraisal District for the FY2023-2024 term.
(Mayor/Council)

Mayor Gutierrez recognized the City Secretary, Sheila Edmondson, who brought forward Resolution 23-R-112 casting votes for the Bexar Appraisal District Board of Directors Election.

Councilmember Allison Heyward recommended that all four votes go to Dr. Adriana Rocha Garcia.

Mayor Guterrez asked for a motion to cast all four votes for Dr. Adriana Rocha Garcia.

Moved by Councilmember Allison Heyward, seconded by Councilmember Tim Brown

AYE: Mayor Pro-Tem Michelle Watson, Councilmember Mark Davis, Councilmember Paul Macaluso, Councilmember Michael Dahle, Councilmember Robert Westbrook, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

- 15. Resolution 23-R-113-** Approval of a Resolution casting votes to elect the Board of Directors for the Comal Appraisal District for the FY2024-2025 term.
(Mayor/Council)

Mayor Gutierrez recognized City Secretary Sheila Edmondson who brought forward Resolution 23-R-113 casting votes for the Comal Appraisal District Board of Directors Election. The City of Schertz has 60 votes to cast.

Councilmember Tim Brown recommended that 20 votes go to Eric Crouch, 20 votes

to Douglas Miller, Jr. and 20 votes to John Tyler.

Mayor Gutierrez asked for a motion to cast 20 votes for Eric Crouch, 20 votes for Douglas Miller, Jr. and 20 votes for John Tyler, in the Comal Appraisal Board of Directors Election.

Moved by Councilmember Tim Brown, seconded by Councilmember Allison Heyward

AYE: Mayor Pro-Tem Michelle Watson, Councilmember Mark Davis, Councilmember Paul Macaluso, Councilmember Michael Dahle, Councilmember Robert Westbrook, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

- 16. Resolution 23-R-114-** Approval of a Resolution casting votes to elect the Board of Directors for the Guadalupe County Appraisal District for the FY2024-2025 term. (Mayor/Council)

Mayor Gutierrez recognized City Secretary Sheila Edmondson who brought forward Resolution 23-R-114 casting votes for the Guadalupe County Appraisal District Board of Directors Election. The City of Schertz was allotted 255 votes.

Councilmember Davis recommended that Daryl John receive 128 votes and Letticia Sever receive 127 votes.

Mayor Gutierrez asked for a motion to cast 128 votes for Daryl John and 128 for Letticia Sever.

Moved by Councilmember Mark Davis, seconded by Councilmember Allison Heyward

AYE: Mayor Pro-Tem Michelle Watson, Councilmember Mark Davis, Councilmember Paul Macaluso, Councilmember Michael Dahle, Councilmember Robert Westbrook, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

- 17. Resolution 23-R-68 -** Calling for a Charter Review and appointment of a Charter Review Commission to review and present proposed amendments for the City Charter. (City Council/S.Edmondson)

Mayor Gutierrez recognized City Secretary Sheila Edmondson who brought forward Resolution 23-R-68 Calling for a Charter Review. The City Charter, Section 12.03 Charter Review Commission, states the City Council shall periodically appoint a Charter Review Commission which shall consist of no less than 5 and no more than

11 citizens of the City to inquire into the operation of the City government under the Charter provisions and determine whether any such provision requires revision.

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

The following have been appointed to the Charter Review Commission:

- Mr. Paul Wiley
- Mr. David Bennett
- Mr. Marcus Forte
- Mr. Demetric Herron
- Dr. Roger L. Booker
- Ms. Michele Tereletsy
- Mr. Chris Evans
- Mr. Dana Eldridge
- Ms. Danielle Craig
- Mr. Benjamin Guerrero
- Mr. Richard Dziewit

Mayor Gutierrez asked for a motion to approve the nominees for the Charter Review Commission.

Moved by Councilmember Michael Dahle, seconded by Councilmember Tim Brown

AYE: Mayor Pro-Tem Michelle Watson, Councilmember Mark Davis, Councilmember Paul Macaluso, Councilmember Michael Dahle, Councilmember Robert Westbrook, Councilmember Tim Brown

NAY: Councilmember Allison Heyward

Passed

- 18. Resolution 23-R-128** - Authorizing an agreement to dedicate right-of-way (ROW) in existing parkland for a secondary access for additional development in the Hallie's Cove subdivision in exchange for funding public park improvements and dedication of land. (S.Gonzalez/L.Shrum)

Mayor Gutierrez recognized Parks Director Lauren Shrum who presented an agreement to dedicate right-of-way (ROW) in existing parkland for secondary access for additional development in the Hallie's Cove subdivision in exchange for funding public park improvements and dedication of land.

As part of the Hallie's Cove development, 37.87 acres of parkland was dedicated in 2

separate parcels. The only parkland improvement at that time was a 1,110-foot long by 10-foot wide concrete trail on the 25.3-acre northern parcel. The developer has come in with a proposal to purchase additional land adjacent to the existing neighborhood and is extending one street. The development requires two points of access and thus a connection through existing parkland is needed. Staff worked with the developer to negotiate an appropriate amount of public benefit for the value of the ROW needed for the road extension as well as required parkland dedication improvement fees. An amount of \$30,000 will be provided for the city to purchase a small playscape unit (to be installed by the city) on the northern park parcel. Staff also negotiated a 1,000-foot long by 55-foot wide greenbelt on the back side of the new development which provides the opportunity for a trail connection between the two park parcels. City staff will construct the trail in the future when the development is complete.

Councilmember Dahle had a question about a buffer belt and if a concrete trail would be constructed. Parks Director Lauren Shrum stated that there will not be a concrete trail built in the plan.

Mayor Gutierrez asked for a motion to approve Resolution 23-R-128.

Moved by Councilmember Michael Dahle, seconded by Councilmember Allison Heyward

AYE: Mayor Pro-Tem Michelle Watson, Councilmember Mark Davis, Councilmember Paul Macaluso, Councilmember Michael Dahle, Councilmember Robert Westbrook, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

Workshop

19. Workshop on the review of requirements for parking/storage surfaces. (S.Williams/B.James)

Mayor Gutierrez recognized Deputy City Manager Brian James who updated the presentation to City Council on September 19, 2023, regarding parking on unpaved surfaces. There were several businesses that reached out to the Council about the requirements for parking /storage surfaces. Councilmember Scagliola suggested a committee to include some of the businesses that were issued notices of violations.

Staff researched how nearby cities addressed the issue. The Engineering department researched the materials used and how they hold up with water retention. Based on this research, the scope of this issue is bigger than what was initially thought. Staff need to know if the Council wants all impacted businesses and residents to be represented on this committee to ensure all issues are addressed.

Mayor Gutierrez agreed that the committee needed a good mix of residents and business owners to address all the concerns.

Mayor Gutierrez recessed to a closed session at 7:20 p.m.

Closed Session

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

- Project: E-88

Reconvene into Regular Session

Mayor Gutierrez reconvened the meeting back into regular session at 7:51 p.m.

- 21.** Take any action based on discussions held in Closed Session under Agenda Item #20.
- No action was taken on discussions held in Closed Session under Agenda Item #20.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

- 22.** Street Sweeping Schedule Update (B.James/L.Busch)
- 23.** Update on Agreement with The Chamber for Visitor's Guide/Business Directory (S.Williams/S.Gonzalez)

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

Mayor Pro-Tem Watson attended the Tree Lighting and the Holidazzle Parade.

Councilmember Davis attended the Main Street Meeting, Interview Committee

Meeting, Tree Lighting Ceremony, and the Holidazzle Parade.

Councilmember Macaluso attended the Tree Lighting and the Holidazzle Parade.

Councilmember Dahle attended the Tree Lighting and the Interview Committee Meeting.

Councilmember Westbrook attended the Tree Lighting and the Holidazzle Parade.

Councilmember Heyward attended the EDC Conference in Bastrop, Ribbon Cutting for Ability Backflow, Main Street Committee Meeting, TML Small Cities Conference, Tree Lighting, Interview Committee Meeting, and Holidazzle Parade.

Councilmember Brown attended the SSLGC 25th Anniversary Reception.

Adjournment

Mayor Gutierrez adjourned the meeting at 7:54 pm.

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: December 19, 2023
Department: Finance
Subject: Resolution 23-R-132 - Authorization of EMS, Utility Billing, Schertz Magazine, and Library debt revenue adjustments. (S.Gonzalez/J.Walters)

BACKGROUND

In the EMS, Utility Billing, Library and Magazine functions, services are provided to customers up front and billing is settled later. Since services are provided before receiving payment, inevitably the City has customers that do not pay for the services provided.

When this occurs, staff reaches out to the customer to try to collect the outstanding payment including follow-up notices and phone calls to try to reach out to the customer to remind them of the outstanding balance and encourage payment. However, the longer the customer account goes without a payment the less likely that any payment will be received.

Once a customer account reaches 180 days without payment, Staff brings those accounts to the City Council to be “written off”. This process is an accounting procedure following the Generally Accepted Accounting Principles (GAAP), which lays the framework of accounting practices in the U.S. This designation means it is unlikely those outstanding balances will ever be collected. This leads to an accounting adjustment on the City’s Financial Statements to accurately show how much is still outstanding and is reasonable to expect collection.

If a customer’s account has been written off, this does not erase or forgive that debt. The city can and does collect some portion of the amount owed by those customers. This can be through the debt collection agency used by EMS or if the customer returns to the City and requests new services through the Magazine or Utility Billing.

On August 27, 2019, City Council approved the Schertz EMS Charity Care Policy. Approving the Charity Care Policy benefits our citizens who do not have insurance and do not have the ability to pay for ambulance services. In the past, these accounts were sent to collections and written off throughout year with little expectation to recover any revenue.

When library materials are damaged while in possession of a cardholder, or when cardholders lose or never return library materials, the cost of the item is charged to the cardholders account. In addition, a \$5.00 processing fee is charged per item. The processing fee is a recovery fee for such things as barcodes, property stamps, mylar covers, and RFID tags that are added to library property prior to circulation to the public.

Library items can be checked out for 3 weeks and subsequently renewed for 2 additional 3-week periods, for a total check-out period of 9 weeks. If items are not returned at that time, they go into an overdue notification process. The first notification goes out by email, text or phone at 7 days overdue, followed by additional notifications at 30 days, 45 days, and a final billing notification at 60 days overdue.

The resolution authorizes the debt for these areas that is more than 180 days outstanding as of December 1, 2023, to be written off. These write-offs come before council quarterly and last came before council on September 19, 2023.

Previous Write off Amount:

March 2021: \$1,330,234.88
June 2021: \$904,511.15
September 2021: \$750,502.47
December 2021: \$587,362.56
March 2022: \$675,977.28
June 2022: \$564,972.72
September 2022: \$842,197.07
December 2022: \$660,162.69
March 2023: \$709,180.00
June 2023: \$629,399.75
September 2023: \$1,043,989.48
December 2023: \$736,479.42

GOAL

To approve write-offs of bad debt in accordance with the standards laid out by GAAP.

COMMUNITY BENEFIT

This will show the City's Financial Statements according to national standards and City policy.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution No. 23-R-132 to write off receivables that are older than 180 days.

FISCAL IMPACT

This accounting adjustment will not affect the City's Budget or financial standing. The amount written off is estimated during the budget process and is accounted for in the revenue estimations and the bad debt expense accounts. The action taken tonight will reduce the amount shown as owed to the City by \$736,479.42 and set it equal to the amount seen as still reasonably collectible. The breakdown is as follows:

EMS - \$482,526.29
EMS Charity Care - \$225,262.77
Utility Billing - \$28,690.36
Library - \$0.00
Magazine - \$0.00

RECOMMENDATION

Staff recommends Council approve Resolution No.23-R-132.

Attachments

Resolution 23-R-132

RESOLUTION NO. 23-R-132

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING DEBT REVENUE ADJUSTMENTS FOR CERTAIN INACTIVE OUTSTANDING RECEIVABLES AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City maintains quarterly debt revenue adjustments for inactive outstanding accounts; and

WHEREAS, The Centers for Medicare and Medicaid Services requires a charity care policy to continue participating in the Texas Ambulance Services Supplemental Payment Program (TASSPP); and

WHEREAS, the City Council has determined that it is in the best interest of the City that all inactive outstanding accounts after 180 days nonpayment will be sent to City Council for consideration for write offs.

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

Section 1. The City Council hereby authorizes the write off, including Charity Care, in the amount and distribution of accounts below:

<i>Function</i>	<i>Amount</i>
EMS	\$482,526.29
Charity Care	\$225,262.77
Utility Billing	\$28,690.36
Magazine	\$0.00
Library	\$0.00
Total	\$736,479.42

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 finding 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

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: December 19, 2023
Department: Fire Department
Subject: Resolution 23-R-130 - Authorizing the City Manager to enter into an agreement with Global Traffic Technologies for procuring Opticom services for intersection preemption. (G. Rodgers/D. Kramer)

BACKGROUND

Opticom Emergency Vehicle Preemption, or EVP for those in the industry, helps to get first responders on the scene faster and safer. Police, fire, and EMS agencies use the Opticom system to better and faster navigate through traffic and intersections when responding to calls through the use of traffic signal preemption devices. For almost 60 years, Opticom traffic preemption solutions have been the industry leader and standard by providing total assurance and comprehensive, innovative emergency response solutions.

EVP technology has evolved throughout the decades to ensure even faster response times for emergency response agencies, as seconds truly count when it comes to a 9-1-1 call. From infrared and GPS technologies to newer, Cloud-based models with more integrations than ever, agencies have continued to trust Opticom with their EVP needs.

GOAL

Emergency vehicle preemption aims to ensure first responders arrive at their destination as quickly and safely as possible.

COMMUNITY BENEFIT

Emergency vehicle preemption correlates directly to our strategic plan by enhancing life safety for our fire responders and the citizens who share the road with our large apparatus. Emergency vehicle preemption allows our fire responders to arrive at a fire and medical emergency more expediently by providing safe passage through intersections.

SUMMARY OF RECOMMENDED ACTION

City staff recommend the contract with Global Traffic Technologies to increase the safety of the responding units and the general public.

FISCAL IMPACT

Cost not to exceed \$33,795 per fiscal year. This money was budgeted for in the FY 2024 budget process and is already a part of the Fire Department budget.

RECOMMENDATION

Recommend approval of Resolution 23-R-130.

Attachments

Resolution 23-R-130



RESOLUTION NO. 23-R-130

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ,
TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A
CONTRACT FOR OPTICOM SERVICES THROUGH GLOBAL TRAFFIC
TECHNOLOGIES AND WHELEN ENGINEERING COMPANY, INC IN
CONNECTION THEREWITH**

WHEREAS, Schertz Fire Department desires to enter into an agreement with Global Traffic Technologies and Whelen Engineering Company, Inc. for Opticom services, described in Exhibit A and Exhibit B, which is to be effective on the same effective date of this Agreement; and

WHEREAS, City Staff recommends that City Council authorize the City Manager to enter into a contract with Global Traffic Technologies and Whelen Engineering Company, Inc. for Opticom intersection preemption services at a cost not to exceed \$33,795;

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

Section 1. The City Council hereby authorizes the City Manager to enter into a contract with Opticom for intersection preemption services as set forth in Exhibit A and Exhibit B.

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.

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

Section 9. The 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 the event such conflicting provisions, if any, are hereby repealed.

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A

MASTER SALE OF GOODS AND SERVICES AGREEMENT

This Master Sale of Goods and Services Agreement (“MSA” or “Agreement”) is made as of this 24th day of August, 2022, (the “Effective Date”) by and between Global Traffic Technologies, LLC (“GTT”), with its offices at 7800 Third Street North, Building 100, Saint Paul, Minnesota, 55128 and The City of Schertz (“Customer”), having its offices at 1400 Schertz Parkway Schertz, Texas 78154. Together, GTT and Customer may be referred to as “Parties” and individually as a “Party” to this MSA.

WHEREAS, GTT is the provider of certain hardware and software products manufactured and distributed by GTT and is therefore in a unique position to provide services related to its products; and

WHEREAS, Customer desires that GTT perform services as defined herein for the Customer in relation to certain products; and GTT desires to perform such services for the Customer, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. DEFINITIONS.

- A. “Customer” – as used herein, means any purchaser or user of any of GTT’s products and/or services, including but not limited to, contractors, dealers, end users and original equipment manufacturers.
- B. “Products” – as used herein, means any hardware and/or software, excluding any software offered as a service, as specified in any schedule, purchase order or otherwise, regardless of whether such Products are purchased, leased, or subscribed to.
- C. “Software” – as used herein, means the executable code made available to Customer as a perpetual license, including documentation and to the extent software maintenance is kept current, software updates.
- D. “Services” – as used herein is defined as the services provided by GTT or its subcontractors as outlined in the Agreement, which may include but are not limited to:
 - 1. “Up-Front Services” – as used herein, means the Services provided initially that are necessary to achieve First Productive Use (defined herein):
 - i. Site survey (intersections and/or vehicles) – GTT will survey Customer’s intersections and vehicles to determine current infrastructure and needs, including wiring, hardware mounting locations and other key information necessary to ensure a successful deployment. For avoidance of doubt, Customer agrees to make vehicles and intersections available to GTT to enable the site survey.
 - ii. Project management – GTT will assign a project manager to work with Customer to create a project plan and then manage the resources deployed to execute the plan.
 - iii. Installation (intersections) – GTT will install, configure and test phase selectors, modems, radios, antennas and/or cables, including testing to ensure proper operation and in preparation for Final Testing (defined herein).

EXHIBIT A

- iv. Installation (vehicles) – GTT will install, configure and test vehicle kits, computers, modems, radios, antennas, cables and/or software, including testing to ensure proper operation and in preparation for Final Testing.
 - v. Training (2 days, 1 trainer; includes travel) – GTT will provide two days of training at the Customer's location. Customer may have an unlimited number of participants so long as they are employees or representatives of Customer. Customer must provide the training room and any needed audio/visual equipment.
 - vi. Engineering services – GTT will provide custom work if/when applicable and included in the Agreement.
2. "Ongoing Services" – as used herein, means the Services provided subsequent to Up-Front Services:
- i. Hosting – GTT will install its software on a remote, secure, 3rd party server, to be accessed by Customer and/or GTT as a service. All maintenance of the server is included. Fees for this service are billed annually, quarterly or monthly, depending upon the payment terms outlined in the Agreement.
 - ii. Data collection and reporting – GTT will collect data, generate reports and publish as defined as appropriate by GTT, or as agreed to in writing by the Parties.
 - iii. Monitoring and optimizing – GTT will monitor Customers' systems to ensure operational status. GTT will also look for opportunities to optimize the system, which will be communicated to Customer as applicable. To the extent outages are discovered, GTT will (or alert Customers as to the need to) deploy resources to provide repair/replacement services locally. For avoidance of doubt, monitoring includes reviewing data related to vehicles and intersections, but does not include outages that aren't managed by GTT (e.g., customer-provided cellular connectivity).
 - iv. Repairs/replacements (intersections) – When outages occur, GTT will attempt to repair remotely if possible and will deploy local resources to provide services when needed. Local resources will be GTT, GTT's dealers, or other 3rd party resources approved and subcontracted by GTT.
 - v. Repairs/replacements (vehicles) – When outages occur, GTT will attempt to repair remotely if possible and will deploy local resources to provide services when needed. Local resources will be GTT, GTT's dealers, or other 3rd party resources approved and subcontracted by GTT.
 - vi. Cellular data – Machine to machine cellular connectivity. Provided by vendor of GTT's choice, but contracted by GTT for the benefit of Customer.
 - vii. "Software Maintenance" – Provides Customer with access to the customer care center, defect fixes and Software Updates.
 - viii. "Software as a Service" or "SaaS" – Hosted software made available as a Service to Customer by GTT, where no perpetual license is granted.

THE INFORMATION ABOVE CONCERNING SERVICES IS INTENDED TO DEFINE ALL AVAILABLE SERVICES OFFERED BY GTT, WHICH MAY OR MAY NOT BE INCLUDED IN THIS AGREEMENT. THE FACT THAT SUCH DEFINITIONS ARE INCLUDED IN THE AGREEMENT IN NO WAY IMPLIES OR IMPLICATES GTT TO PROVIDE SUCH SERVICES, UNLESS THE SERVICES ARE SPECIFICALLY LISTED IN SCHEDULE A.

EXHIBIT A

- E. "Services Completion" – is defined as the point at which individual Services have been delivered, as determined and documented by GTT. Services Completion represents acceptance of the individual Services delivered when Services Completion occurs.
 - F. "Final Testing" is the point at which the following can be confirmed and documented by GTT, or in the case of delays caused by the Customer, 30 days from the date Services Completion occurred, whichever is sooner:
 - 1. As applicable, the Products installed in all vehicles available for testing can send a request for priority control to the Products installed in all intersections available for testing; and all Products installed in all intersections available for testing can receive a request for priority control; and documentation of the events can be provided to Customer.
 - 2. As applicable, GTT's management software can connect with all intersections and vehicles available for testing and documentation of the event can be provided to Customer.
 - G. "First Productive Use" is the point at which the following can be confirmed and documented by GTT, or in the case of delays caused by the Customer or other third-parties not within the control of GTT, 30 days from the date Service Completion occurred, whichever is sooner:
 - 1. Services Completion has occurred.
 - 2. Successful Final Testing has occurred.
 - H. "Order" – as used herein, means any written document, signed by the Customer, to purchase Products and/or Services from GTT.
- 2. TERMS AND CONDITIONS. The Terms and Conditions in Schedule B are hereby incorporated into this MSA and made part thereof. The Terms apply to all purchases made by Customer, regardless of whether Customer is purchasing, leasing or subscribing to Services. In the event any term or condition in the Terms conflicts with any other term or condition of this MSA, the term or condition of this MSA shall control.
 - 3. SALE OF GOODS AND SERVICES. To the extent Customer purchases Products and/or Services from GTT, the details regarding such purchase are specifically set forth in the attached Schedule A, which attachment is hereby incorporated into this MSA and made a part hereof ("Schedule A"). Specific terms, such as pricing, quantity and the level of service(s) being provided, shall be as set forth in Schedule A. To the extent any subsequent purchases or service offerings are requested by Customer, these additions will be added to the MSA by way of a subsequent Schedule A, which will follow sequential order; for example, Schedule A-1, Schedule A-2 and so forth. GTT agrees to use commercially reasonable efforts to perform the Services during the timeframe outlined within the Schedule A, but reserves the right to extend that timeframe if necessary to complete the work.
 - 4. TERM. The term of this MSA will begin on the Effective Date and will continue as set forth in Schedule A or until the expiration of any subsequent schedules, whichever is longer.
 - 5. INTELLECTUAL PROPERTY.
 - A. Definition of Intellectual Property. "Intellectual Property" shall mean all intellectual property and industrial property rights and assets, however arising, pursuant to the laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by and all registrations, applications and renewals for, any of the foregoing; (b) works of authorship, expressions,

EXHIBIT A

designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights and all registrations, applications for registration and renewals of such copyrights; (c) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential information and all rights therein; (d) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); and (e) software and firmware, including data files, source code, object code, scripts, mark-up language, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation.

- B. Deliverables. The term "Deliverables" shall include only materials and services delivered to Customer by GTT that are expressly identified in Schedule A or any subsequent schedules, if any ("Deliverables"). Unless otherwise stated in Schedule A or any subsequent schedules, GTT owns and to the extent not owned, is hereby assigned by Customer, all right, title and interest in all Deliverables including without limitation all Intellectual Property in and to such Deliverables. Subject to the terms of this MSA, GTT grants a limited, non-exclusive, royalty-free license to Customer to the Deliverables and GTT Intellectual Property related to the Deliverables solely to extent and term necessary for Customer to use the Deliverables as contemplated under Schedule A or the applicable subsequent schedules.
- C. Trademarks. As may be required in this MSA, including Schedule A and subsequent schedules, GTT may use the trademarks and trade names of Customer in connection with its provision of Services and/or other business uses and Customer hereby licenses such trademarks and trade names to Customer for such purposes.

6. INDEMNIFICATION.

- A. Indemnification by Customer. Customer shall indemnify, defend and hold harmless GTT and its officers, directors, employees, agents, representatives, subsidiaries, parents, affiliates, vendors, resellers, independent contractors, successors and permitted assigns (collectively, "GTT Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and attorneys' fees and the costs of enforcing any right to indemnification under this MSA and the attorneys' fees and cost of pursuing any insurance providers, incurred by GTT Indemnified Parties or awarded against GTT Indemnified Parties relating to, arising out of, or resulting from: (1) any claim of a third party arising out of or occurring in connection with Customer's gross negligence, willful misconduct, violation of any applicable law or regulation, or breach of this MSA; or (2) the ownership, licensing, selection, possession, leasing, renting, operation, control, use, maintenance, delivery, return, or other disposition of the Products or Services that results in any personal injury, wrongful death, or property damage resulting in relation to the use of the Products or Services.
- B. Indemnification by GTT. GTT shall indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, representatives, subsidiaries, parents, affiliates, vendors, resellers, independent contractors, successors and permitted assigns (collectively, "Customer Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this MSA and the cost of pursuing any insurance providers, incurred by Customer Indemnified Parties or awarded against Customer Indemnified Parties relating to, arising out of, or resulting from any claim of a third party arising out of or occurring in connection with GTT's gross negligence, willful misconduct, violation of any applicable law or regulation, or breach of this MSA.

7. INTELLECTUAL PROPERTY INDEMNIFICATION.

EXHIBIT A

- A. By GTT. GTT agrees to indemnify, hold harmless and defend Customer and its directors, officers, employees and agents from and against all losses, liabilities, damages, claims and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to any claim by any third party unaffiliated with the Customer alleging that: (i) Customer's use of the Products or Services in accordance with this MSA infringes or violates the patent, copyright, trade secret, proprietary, or other Intellectual Property right of any such third party. Should Customer's use of the Products or Services in accordance with the terms and conditions of this MSA become, or in GTT's opinion be likely to become, the subject of such a claim described in the immediately foregoing clause, then, Customer will permit GTT, at GTT's option and expense, either to: (1) procure for Customer the right to continue its use in accordance with the terms and conditions of this MSA of the Products and Services, (2) replace or modify the Products and Services so that Customer's use of the Products and Services in accordance with the terms and conditions of this MSA no longer infringes or violates the Intellectual Property rights of any third party, provided such replaced or modified Products and Services provides at least substantially equivalent functionality and comparable performance characteristics in all material respects; or (3) terminate this MSA (and all licenses granted hereunder), or any addenda or portion thereof (including without limitation the license of specific software or lease of certain products) and Customer shall return the non-conforming Products and Services and GTT shall refund the purchase price of such materially impacted Products and Services. The cost of all return shipping to GTT is the sole responsibility of Customer. Notwithstanding any provision herein to the contrary, GTT shall have no obligation or liability to Customer to the extent any such third party claim of infringement or other violation of any Intellectual Property right of any such third party is caused by the unlicensed use of the Products or Services by Customer, Customer's failure to operate the Products or Services solely as a part of a system comprised entirely of GTT or GTT authorized hardware and software, use of the Products or Services with software or hardware other than as intended.
- B. By Customer. Customer agrees to indemnify, hold harmless and defend GTT and its directors, officers, employees and agents from and against all losses, liabilities, damages, claims and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to any claim by any third party unaffiliated with GTT relating to, arising out of, or concerning any infringement or misappropriation of the Intellectual Property rights of a third party to the extent any such third party claim of infringement or other violation of any Intellectual Property right of any such third party is not indemnified by GTT pursuant to Section 11.3.1 of this MSA.
- C. Indemnification Procedure. The Party seeking indemnification (the "Indemnified Party") shall notify the party from which the Indemnified Party is seeking indemnification (the "Indemnifying Party") promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this MSA, provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this MSA except to the extent that it can demonstrate damages directly attributable to such failure. The Indemnifying Party shall have authority to defend or settle the claim; provided however that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.
8. GENERAL PROVISIONS.
- A. Entire Agreement. This MSA, including any documents attached hereto and incorporated by reference, supersedes any and all other prior agreements, understandings, negotiations, or communications, either oral or in writing, between the Parties or their representatives and constitutes the entire understanding of the Parties with respect to its subject matter. No form, invoice, bill of lading, shipping document, order, purchase order, receipt or other document provided by either Party shall operate to supersede, modify or amend any provisions of this MSA, even if either Party has initialed, signed or otherwise acknowledged such document regardless of the timing of the execution or presentment in relation to the execution of this MSA, unless the

EXHIBIT A

document expressly states that it modifies or amends this MSA and is signed by authorized representatives of both Parties. This MSA may not be modified, altered, or waived, in whole or in part, except in a writing signed by the duly authorized representatives of the Parties hereto. In the event of any conflict between the terms of the addenda, schedule, exhibits, terms and conditions or schedules, if any, to this MSA, the terms of the conflicting provision in the addenda, schedule, exhibits, terms and conditions shall supersede the conflicting terms in this MSA. Wherever possible, the terms of the addenda, schedule, exhibits, terms and conditions or schedules, if any, to this MSA shall be read to be in addition to and not in conflict with, this MSA.

- B. Notices. Written notices as required under this MSA shall be deemed to have been given or made on the next business day when sent by the use of overnight courier, or on the fifth business day after deposit, postage prepaid in the U.S. mail for certified or registered mail to the addresses of the Parties set forth at the beginning of this MSA, Attention: LEGAL. The address for notice may be changed at any time by giving prior written notice as above provided.
- C. Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants or conditions of this MSA by the other Party will not be deemed a waiver of that term, covenant or condition; nor will any waiver or relinquishment of that right or power be for all or any other times.
- D. Non-Solicitation. Each Party agrees during the term of this MSA and for a period of twelve (12) months thereafter, it will not directly solicit for hire the employees of the other, without the written consent of the other Party. Employees hired in response to general employment solicitations advertised in the usual and customary manner by either Party shall be excluded from this provision.
- E. Assignment. This Agreement shall be binding on the Parties and their successors and permitted assigns. However, neither Party shall have the right to grant sublicenses hereunder or to otherwise assign, alienate, transfer, encumber, or hypothecate any of its rights or obligations hereunder, in whole or in part, or delegate any of its obligations hereunder to any person without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign its rights or obligations in whole or in part under this Agreement to a wholly-owned subsidiary of its parent or to an entity under common control, or pursuant to a merger, consolidation, reorganization or a sale of substantially all of its assets; provided that the assigning Party shall provide written notice to the other Party, which consent shall not be unreasonably withheld of any such assignment shall not relieve either Party of its obligations under this Agreement and that the terms of this Agreement shall be performed and provided in the same fashion and in the same manner as set forth herein.

SIGNATURE BLOCK FOLLOWS.

IN WITNESS WHEREOF, GTT and Customer agree to the terms and conditions of this MSA and have duly executed this MSA as set forth below:

Global Traffic Technologies, LLC	City of Schertz
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

**SCHEDULE A
STATEMENT OF WORK**

Effective Date: Effective Date of MSA

1. For subscription or capital lease sales, the billing cycle will begin upon First Productive Use (defined herein), however the amount invoiced will be prorated on a monthly basis ("Interim Rent") to the point of the Commencement Date (defined herein), based on the number of vehicles and intersections deployed upon First Productive Use. For the purpose of determining termination of this Schedule A, the term of this Schedule A will not begin until the first day of the month following Services Completion (defined herein) for all Up-Front Services (defined herein) for all vehicles and intersections ("Commencement Date"), unless otherwise agreed to by the Parties in writing. For avoidance of doubt, Interim Rent will be invoiced monthly. For avoidance of doubt, all vehicles and intersections added after the original Commencement Date will carry their own Commencement Date, thus extending the term.
2. When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional cost: a) crushed conduit or any other issues preventing cable from being installed, b) lane or road closures, c) police or other resources needed at the installation area and/or d) other third-party costs not known at the time of the proposal.
3. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams. Vehicle installation assumes standard installation and does not include: a) special mounting brackets, b) excess wiring and/or c) swapping out previously installed (replacement) vehicle hardware.
4. Proposal excludes any activities associated with: a) traffic control plan, b) water pollution control plan, c) changeable message signs/flaggers, d) permits/bonds/fees and/or e) removal/repair/replacement of concrete, asphalt, conduits or wiring.
5. Customer agrees to accept all applicable hardware and software upon shipment, where shipment is defined as the point at which hardware and/or software has been picked up from a GTT facility by the shipper ("Shipment") for delivery to Customer or its designated 3rd party, however acceptance in no way relieves GTT from its obligations as described in this Agreement or its product warranties.
6. Customer Care center phone support: GTT operates a Customer Care call center that is dedicated to supporting all GTT customers, whether in or out of warranty. To access GTT's Customer Care, customers can dial 800-258-4610 within the United States, or for callers outside of the United States, 651-789-7333. GTT's Customer Care call center will use commercially reasonable efforts to provide technical or sales support, process warranty claims and/or route calls to other GTT departments. For technical issues, a ticketing system is in place to track cases through to resolution, escalating within the organization if/where necessary to ensure calls are resolved as quickly as possible. Customer Care is not available to customers of GTT's software Products if such customer is not current on its Software Maintenance.

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	Resolution Category	Definition	Response Time Goal	Resolution Goal
	Immediate	Reported issue requires immediate attention.	Within 1 business hour	Same business day
	Moderate	Reported issue requires attention within 1-2 business days	Within same business day	2 business days
	Minor	Reported issue requires attention when convenient.	Within 1 business day	As feasible

EXHIBIT A

GLOBAL TRAFFIC TECHNOLOGIES
MAKERS OF OPTICOM™

Proposal

Direct Customer

Global Traffic Technologies
7800 Third Street North
Bldg 100
St. Paul MN 55128-5441
US

Bill To	Customer	Estimate Number	Date	Expires
Schertz (TX)	Schertz (TX)	11985	6/19/2023	12/31/2023

Ship To	Procurement Method	Term: For Ongoing Services (Years)
Schertz Fire Rescue 1400 Schertz Parkway #8 Schertz, Texas 78154 Attn: Greg Rodgers	PCaaS	10

Solution Type	Intersections	Vehicles
Emergency	17	10

Item and Description	Quantity	Unit Monthly Price (USD)	Total Annual Price (USD)
Intersection Components			
Opticom™ Signal Core - Device	17	\$42.00	\$8,568.00
Opticom Signal Core 1 year of service including support, data, and priority control	17	\$7.00	\$1,428.00
Opticom Cloud Connected Intersection	17	\$55.00	\$11,220.00
Vehicle Components			
Opticom Cloud Connected Vehicle	10	\$50.00	\$6,000.00
Services			
Installation, intersections (traffic cabinet only)	17	\$20.79	\$4,241.16
Miscellaneous			
External Cabinets	17	\$11.46	\$2,337.50
Annual Subscription Total (USD)			\$33,794.66

Please reference estimate number 11985 when submitting all purchase orders

Proposal Notes:

HGACBuy Contract Number PE05-21

Quote assumes GTT-contracted personnel will have access to intersection cabinets as needed.
 Quote assumes no additional intersection certification or design documents are required.
 Quote assumes GTT-supplied network connectivity at the intersection.
 Quote does not include formal site acceptance testing, unless otherwise noted.
 Unless otherwise noted, GTT's PCaaS solution includes one standard monthly report of system health. If custom reports are needed, they can be quoted optionally.
 Quote assumes intersection controllers are EVP-capable and/or TSP-capable as appropriate and have the proper licensing, which is to be enabled prior to GTT equipment installation.
 Quote assumes any required controller configuration is the responsibility of purchaser and configuration/programming is complete prior to final commissioning.
 Quote assumes all management software will be hosted by GTT.
 Quote assumes a VPN connection between the cloud-hosted Opticom centralized software application and the traffic network(s) of the targeted intersections.
 Quote assumes the centralized interface is agreed upon prior to the completion of the project. If changes to the interface are required after the commissioning of the system it will be quoted on a time and materials basis.

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General Notes:

To the extent this proposal is a "Budgetary Proposal," it is to be used for informational purposes only and is not intended to be a binding contract between the Parties. The prices provided in the Budgetary Proposal are estimates only and are based on information and pricing known as of the date of the Budgetary Proposal.

For services, a signed Master Service Agreement ("MSA") must accompany the order. The terms and conditions that govern the MSA are available at http://www.gti.com/sales_terms/.

When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional fees: 1) crushed conduit or any other issues preventing cable from being installed, 2) lane or road closures, 3) police or other resources needed at the installation area, and/or 4) other third-party costs not known at the time of the proposal. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams.

Vehicle installation assumes standard installation and does not include: 1) special mounting brackets, 2) excess wiring, and/or 3) swapping out previously installed (replacement) vehicle hardware.

Project management expenses can increase in instances where development, if required, is not fully scoped.

Proposal excludes any activities associated with: 1) traffic control plan, 2) water pollution control plan, 3) changeable message signs/flaggers, 4) permits/bonds/fees, and/or 5) removal/repair/replacement of concrete, asphalt, conduits or wiring.

Quote does not include any applicable travel expense. A budgetary "not exceed" price can be provided upon request if required.

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**SCHEDULE B
OTHER TERMS AND CONDITIONS OF PRODUCTS AND SERVICES ("TERMS")**

1. **ACCEPTANCE OF TERMS.** These Terms are applicable to the provision of any and all Products and Services, provided by Global Traffic Technologies, LLC, Global Traffic Technologies Canada, Inc. ("GTT") or its subcontracts to the Customer (hereinafter referred to a "Party" and collectively as the "Parties"). These Terms are applicable to any Master Service Agreement ("MSA"), Schedule, quote, proposal and/or any documents incorporated by reference herein ("Contract Documents"). These Terms and any Contract Documents are the complete and exclusive statement of agreement between Customer purchasing Products and/or Services and GTT, unless otherwise agreed to by the parties in a signed agreement. GTT expressly objects to and rejects any other terms and conditions, including any additional or conflicting terms and conditions the Customer includes at any stage during the Order process, including but not limited to, quotes, purchase orders, invoices and/or any other documents submitted by Customer regarding an Order, unless otherwise set forth in the Contract Documents. Customer's acceptance of Products and/or Services will constitute its acceptance of these Terms. GTT reserves the right to update these Terms and any document referenced herein at any time.
2. **ORDERS.** A Party may request to amend an Order by requesting the change in writing and if such request results in an Order being changed, such change will be documented by GTT issuing a written document, which must be accepted and signed by the Customer and may result in additional fees. All Orders are final and may not be cancelled, returned, or exchanged, except as provided herein.
3. **PRICE, BILLING AND PAYMENT.** GTT reserves the right to change the pricing for any Product and/or Service at any time by providing written notice to Customer at least sixty (60) days prior to the change, unless otherwise stated in the Contract Documents.
 - A. If applicable, the fees for Software Maintenance will be calculated annually at fifteen-percent (15%) of the then current list price of the Software license(s).
 - B. Unless otherwise indicated by GTT, prices are exclusive of and Customer agrees to pay all foreign, federal, state, local excise, sales, use, personal property or any other taxes or duties, except taxes based on GTT's income. If GTT does not collect such amounts from Customer and is later requested or required to pay the same to any taxing authority, Customer will promptly pay GTT or such taxing authority if requested by GTT. Customer must provide any certificates or other evidence of applicable exemptions to any taxes or duties to GTT prior to invoicing or GTT will charge such taxes or duties to Customer.
 - C. GTT does not represent its prices are equal to or lower than prices charged to other customers, or its prices are comparable to prices offered by any third party. For Customers in the United States and Canada, payment is due within (thirty) 30 days of the date of GTT's invoice, unless otherwise agreed to in writing by GTT; provided however, GTT may require payment in advance if in GTT's reasonable opinion, Customer's financial condition calls for pre-payment. Payment is required in advance for all other Customers. GTT may assess a monthly service charge of one and one-half percent (1.5%) on overdue accounts. Customer will pay any collection costs incurred by GTT to collect payment from Customer, including reasonable attorneys' fees.
 - D. If Customer fails to make timely payments, has a receiving order in bankruptcy made against it, makes any arrangement with its creditors, or has a receiver appointed, GTT may, without prejudice to its other rights, demand immediate payment of all unpaid accounts, suspend further deliveries and/or cancel all Orders without liability. Payments are not subject to setoff or recoupment for any claim Customer may have.
4. **DELIVERY.** GTT will make commercially reasonable efforts to ship Products within sixty (60) days of receipt of an Order, however, delivery dates are approximate and GTT is not be liable for any damages or costs resulting from

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delays in delivery. If GTT deems necessary, Orders may be partially shipped and partially backordered, unless otherwise agreed upon in writing by the Parties.

- A. Sales within U.S./Canada. GTT will arrange for transportation of all Products and GTT will bear any expenses, including routing, handling, packaging and additional freight charges, unless Customer furnishes special transportation instructions that result in expenses beyond what GTT would normally provide.
- B. Sales outside of U.S./Canada. Customer will arrange and provide for transportation of all Products from GTT's facility(ies) at Customer's cost. Customer is the importer of record and will furnish all consular and customs declarations and is responsible for any expenses, including but not limited to, additional export packing fees, export duties, licenses, fees and any applicable taxes. Customer may not re-export the Product or items which incorporate the Product if such re-export would violate applicable export laws.
- C. Title and Risk of Loss. Products are deemed accepted upon shipment. Title and risk of loss or damage to the Products or any part of the Products will pass to Customer upon shipment and Customer will be responsible for filing any damage claims with the carrier.
- D. Inspection of Products. Customer is responsible for inspecting and filing any claims for Product loss or damage directly with GTT's Customer Care Center or the carrier within ten (10) days of delivery, unless otherwise specified by the carrier. All claims must be based on a complete inspection of the shipment and include any documents applicable to the claim. If Customer timely notifies GTT of any Product loss or damage, GTT may, in its sole discretion (i) replace the Product or (ii) issue a credit or refund for the price of the Product. Customer acknowledges and agrees that the remedies set forth in these Terms are Customer's sole and exclusive remedies for the loss or damage of Products.

5. SOFTWARE.

- A. Federal Government End User. This Section applies to all acquisitions of this Software by or for the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the federal government. The government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of the acquisition regulations applicable to this procurement. The terms and conditions of this Agreement shall apply to the government's use and disclosure of this Software and shall supersede any conflicting contractual terms and conditions. If this Agreement or the license granted hereunder fails to meet the government's needs or is inconsistent in any respect with federal law, the government agrees to return the Software, unused, to GTT.
- B. Customer Responsibility. Customer is solely responsible for all actions taken by Customer, its employees, agents and others accessing or using the Software. Customer is solely responsible for all necessary software, hardware, Internet connection and network and all other equipment and services necessary to access and use the Software.
- C. Software Performance and Limited Warranty. GTT represents and warrants that the Software will substantially conform in all material respects to and perform substantially in accordance with its documentation and these Terms and/or any Contract Documents for a period of one (1) year from the date the Order was placed, provided that: (i) Customer gives GTT written notice of any claimed breach of this warranty while this warranty is in effect; (ii) any such breach is not, in GTT's reasonable opinion, a result of any modification of or damage to the Software or its operating environment by any party other than GTT or a party acting under GTT's control or direction; and (iii) Customer is in compliance with these Terms. For any breach of the foregoing warranty, Customer's sole and exclusive remedy shall be as follows: (a) GTT will endeavor to repair or replace the non-conforming Software within thirty (30) days, or such longer period as the parties may mutually agree, such that the Software conforms to the foregoing warranty; or (b) if GTT is unable to repair or replace the non-

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conforming Software within such period such that the Software conforms to the foregoing warranty, either party may terminate this Agreement (and all licenses granted hereunder), Customer shall return the non-conforming Software and GTT shall refund the license fee paid hereunder less depreciation calculated on a five-year straight-line basis. GTT's warranty (including without limitation any extended warranty) applies solely to the Software and its documentation as it existed at the time of installation and warranties covering any follow-on versions, all updates, or upgrades are subject to a further written agreement by the Parties.

- D. **Viruses and Disabling Codes.** GTT represents and warrants that to the best of GTT's knowledge, the Software shall not contain viruses, worms, or spyware (collectively, "Malicious Code"); provided, however, that, notwithstanding the foregoing, Customer acknowledges and agrees that GTT reserves the right to remotely prevent access to and/or use of the Software in the event that (i) GTT becomes aware, from Customer or otherwise, of unauthorized access or use of the Software by any third party, or (ii) this Agreement is terminated. Notwithstanding any provision of this Agreement to the contrary, in no event shall GTT be in breach of the warranty set forth above if, at the time any Malicious Code was introduced into the Software, GTT employed commercially-reasonable measures, consistent with the standards of GTT's industry, to detect such Malicious Code in order to prevent its introduction into the Software.
- E. **Audit Rights.** Customer shall, while using GTT's Products and Services and for one year thereafter, keep true and accurate accounts and records in sufficient detail to enable an audit of the manner and extent of the use, sublicensing, transfer, or other disposition of the licensed Software, its derivatives, or any product or service based upon or incorporating or using all or portions of the Software to confirm Customer's compliance with the Terms and/or any Contract Documents. At the reasonable request of GTT, but no more than once per year, unless there is a reasonable suspicion of a breach of these Terms and/or any Contract Documents, Customer shall allow GTT to inspect and audit such information and Customer facilities as is necessary to ensure Customer's compliance with these Terms.
6. **HAZARDOUS MATERIALS.** Customer acknowledges that certain materials provided by GTT may be considered hazardous materials under various laws and regulations. Customer agrees to familiarize itself (without reliance on GTT, except as to the accuracy of special safety information furnished by GTT), with any hazards of such materials, their applications and the containers in which such materials are shipped and to inform and train its employees and customers to such hazards. Customer will hold GTT harmless against any claims by its agents, employees or customers relating to any such hazards, except to the extent such claims arise solely and directly from GTT's failure to meet its written specifications or the inaccuracy of safety information furnished by GTT.
7. **WARRANTY.** GTT warrants its Products in accordance with its limited warranty, available at www.gtt.com/support/warranty-repair and as otherwise provided herein. GTT warrants all Services will be performed in a professional and workmanlike manner in accordance with applicable industry standards, in the event that any Product fails to conform to the terms of GTT's warranty, the sole and exclusive remedy shall be limited to the return of the non-conforming Product to GTT for repair or replacement of the non-conforming components, as determined by GTT in its sole discretion. The cost of return shipping to GTT is the responsibility of the Customer. All claims for non-conformance are returned to GTT. All claims for non-conformance or breach of warranty shall be deemed waived, unless the non-conforming components are returned to GTT within 30 days of discovery of the alleged non-conformance.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE AND NON-INFRINGEMENT. IN ADDITION TO THE EXCLUSION OF AFOREMENTIONED WARRANTIES, SERVICES, ARE PROVIDED "AS IS" AND GTT DOES NOT WARRANT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED, OR BUG OR ERROR-FREE. NO EMPLOYEE OR AGENT OF GTT,

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OTHER THAN AN OFFICER OF GTT BY WAY OF A SIGNED WRITING, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING. EXTENDED WARRANTIES MAY BE AVAILABLE UPON REQUEST.

8. LIMITATION OF LIABILITY. IN NO EVENT WILL GTT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ASSERTED IN TORT, CONTRACT, WARRANTY, STATUTORY OR OTHER THEORY OF LIABILITY. GTT SHALL ALSO NOT BE LIABLE FOR ANY PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGES CAUSED BY OR ARISING FROM ANY ALLEGED DEFECT, NON-CONFORMANCE, OR FAILURE OF ITS SYSTEMS TO FUNCTION, OPERATE OR PERFORM, WHETHER ASSERTED IN WARRANTY, CONTRACT, TORT OR OTHER THEORY OF LIABILITY.

IN ANY EVENT, GTT SHALL BE SOLEY LIABLE FOR ACTUAL DAMAGES CAUSED BY GTT'S BREACH AND GTT'S TOTAL LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, WILL NOT EXCEED THE AMOUNT PAID TO GTT PURSUANT TO THE RESPECTIVE ORDER FOR PRODUCTS AND SERVICES IN THE ONE YEAR IMMEDIATELY PRECEDING THE START OF THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL GTT BE REQUIRED TO INDEMNIFY CUSTOMER OR ANY OTHER PARTY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR ALLEGING EITHER A BREACH OF ANY WARRANTY OR A BREACH OF ANY CONTRACTUAL TERM OR LEGAL DUTY BY GTT MAY BE BROUGHT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES.

9. SUSPENSION. Without waiving any other rights or remedies, GTT may suspend performance hereunder and/or under any Order or other contract if: (i) Customer fails to pay any invoice within sixty (60) days from the invoice date; (ii) GTT reasonably believes Customer's use of the Products or Services may violate any applicable law, rule or regulation, or infringes upon third party rights; or (iii) GTT is entitled to terminate this Agreement for cause.
10. PROPRIETARY RIGHTS. GTT and its licensors will retain all intellectual property rights to the Products and Services, including without limitation, all designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising from the provision of Products and/or Services to Customer, including GTT rendering engineering services to and designing systems and goods for Customer's use. Customer agrees not to enforce against GTT or GTT's customers any patent rights that include any system, process or business method utilizing or otherwise relating to the Products and/or Services.
11. RESALE. Customer, by placing and Order and accepting these Terms, hereby expressly agrees, acknowledges, represents and warrants to GTT that Customer is purchasing the Products and Services for its own internal business use and not for resale and in the event Customer breaches the foregoing by selling the Products or Services that are the subject of the Order. Notwithstanding the foregoing, nothing in this Terms is intended to restrict a Customer that is an authorized GTT dealer, contractor, or original equipment manufacturer from reselling, if such Customer is authorized to do so pursuant to GTT's acceptance of an Order.
12. COMPLIANCE WITH LAWS/ANTI-CORRUPTION. Customer will fully comply with all applicable laws, rules and regulations, including without limitation, those of the United States and any and all other jurisdictions globally ("Laws") that apply to Customer's activities in connection with an Order. Specifically, Customer must comply with all Laws relating to anti-corruption, bribery, extortion, kickbacks, or other similar matters that are applicable to Customer's business activities in connection hereunder and/or with any Orders or the Contract Documents, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Customer will take no action that may cause Customer, GTT, or their affiliates to violate any Laws.
 - A. Products and Services will comply with applicable federal legal requirements in the United States and Canada. If they must comply with any additional legal requirements, such as a state or local municipality, or another country, Customer is solely responsible for identifying all such requirements to GTT in writing.

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13. CONFIDENTIAL INFORMATION. As used herein, "Confidential Information" means all information of a party ("Disclosing Party"), obtained by or disclosed to the other party ("Receiving Party") that by its nature would reasonably be considered as confidential or is identified as confidential by the Disclosing Party.
- A. Confidential Information excludes information that: (a) is or becomes public knowledge through no fault of Receiving Party; (b) was in Receiving Party's possession before receipt from Disclosing Party; (c) is rightfully received by Receiving Party from a third party without any duty of confidentiality; (d) is independently developed by Receiving Party without reference to or use of Confidential Information; or (e) is related to the terms and conditions of this Agreement and is disclosed by GTT to an authorized GTT dealer in the course of normal business operations, provided that said dealer was involved in the sales process pertaining to this Agreement..
- B. Receiving Party Obligations. The Receiving Party agrees (i) not to use Confidential Information of Disclosing Party other than in furtherance of the Order; (ii) to hold Confidential Information of the Disclosing Party in confidence and to protect the Confidential Information using the same degree of care it uses to protect its own Confidential Information but in no event with less than reasonable care and to restrict disclosure of the Confidential Information to its employees and agents who have a "need to know"; and (iii) Confidential Information of Disclosing Party may be disclosed in response to a valid court order or other legal process only to the extent required by such order or process and only after the Receiving Party has given the Disclosing Party written notice of such court order or other legal process promptly, if allowed by law and the opportunity for the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information. Upon Disclosing Party's request, Receiving Party will return Confidential Information to Disclosing Party or destroy the same if requested by Disclosing Party. Receiving Party agrees its breach of this section may cause irreparable damage and Disclosing Party may seek equitable remedies, in addition to other remedies hereunder or at law.
14. GOVERNING LAW; VENUE; ACTIONS; ATTORNEYS FEES. The Order and these Terms will be governed by and construed in accordance with the laws of the State of Minnesota without regard to conflicts of laws provisions. The parties consent to the sole and exclusive venue and jurisdiction of the federal and state courts situated in or having jurisdiction over Ramsey County, Minnesota. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Customer must commence all actions relating to an Order within one (1) year from the initial date of occurrence of the event giving rise to any claim or such claim will be forever barred. If GTT substantially prevails in any dispute, Customer will pay all reasonable costs incurred by GTT, including but not limited to collection costs, attorneys' fees and costs of legal action.
15. FORCE MAJEURE. GTT will not be liable for damages of any kind resulting from any delays in performance, in whole or in part, or any loss, damage, cost or expense, including any loss or damage to the Product that may prevent GTT from performing any obligations hereunder, resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, epidemics, embargos, acts of government, war, riots, vandalism, theft, delays in transportation, difficulties in obtaining necessary labor, materials, or manufacturing facilities or other similar causes ("Force Majeure Event"). In such event, the Party delayed will promptly give notice to the other Party. In the event of a delay, the Parties, through mutual agreement, may: (a) extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of the Order if such Force Majeure Event exceeds sixty (60) days. If GTT's costs are increased as a result of such Force Majeure Event, GTT may increase pricing upon written notice to Customer.

GTT reserves the right to charge Customer reasonable, additional fees that occur as a result of: 1) a report of an outage or disruption that is later determined to be unrelated to GTT's Products or Services and/or 2) Services or Product replacements that become necessary as a result of loss or damage due to Customer's (or Customer's other suppliers') removal of Products or negligence.

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16. TECHNOLOGY REQUIREMENTS.

- A. If GTT's North American variant has been requested, Customer acknowledges that North American radio equipment is certified to North American standards (e.g., the FCC) and not international standards (e.g., ETSI). Customer has specifically requested the North American variant and accepts all responsibility for obtaining the necessary waivers from the appropriate agencies in the country in which the equipment will be operated, before the equipment is installed and/or made operational; and purchaser accepts all associated liability for not doing so.
- B. Customer is responsible for ensuring that the traffic infrastructure, including the traffic controller, is compatible with the Products.
 - 1. When integration services are proposed (for transit applications), integration assumes: a) route and run information is available on the vehicle via J-1708 or RS485, whenever driver updates either the route or run; schedule data is available in standard GTFS format via an IP portal accessible to the Opticom Central Management Software (CMS); b) connectivity is available to all transit vehicles. If any of the preceding is not available, pricing for integration services may be affected.
- C. In instances where GTT is providing PCaaS or any ongoing services requiring remote access, GTT assumes the presence of and access to a customer-provided connectivity network for remote access to intersections and vehicles, unless a GTT-provided cellular data plan has been included amongst the listed services.

17. MISCELLANEOUS. If any provision of these Terms to any extent is declared invalid or unenforceable, the remainder of these Terms will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law. Any modifications hereto must be in writing and signed by both parties. GTT's failure to strictly enforce any of these terms will not be considered a waiver of any of its rights hereunder. Neither Party will assign these Terms nor any of its obligations hereunder without the prior written consent of the other Party, except in the case of a reorganization, merger, acquisition, or sale of substantially all its assets. These Terms will be binding on and inure to the benefit of each Party's successors and assigns. The termination or expiration of any Order and/or any the Contract Documents, will not affect the survival or continuing validity of any provision that expressly or by implication is intended to continue in force after such termination or expiration.

18. SERVICES. Customer is responsible for Up-Front Services and Ongoing Services, unless such services are included in the Order or a subsequent Order. Prices for Up-Front Services and Ongoing Services are charged at the then-prevailing rates, unless otherwise agreed to in writing in the Contract Documents. Services excludes integration of GTT's Products with third party products, unless otherwise agreed to in writing by GTT. Customer is responsible for any delays due to failure to comply with its portion of any applicable project plan related to Services.

- A. Ongoing Services required due to the following are excluded and subject to an additional fee: (1) modification of Products or Services without GTT's written consent; (2) use of parts and/or supplies not approved by GTT for use with the Products or Services; (3) misconduct, accident, neglect or misuse; (4) failure of installation site to conform to GTT's applicable specifications; (5) failure or inadequacy of electric power, humidity or air control; (6) failure to follow operating procedures provided by GTT; (7) Customer's failure to ensure that the traffic infrastructure, including the traffic controller, is compatible with the Products; and (8) service or maintenance performed by an unauthorized representative of GTT.
- B. GTT's performance of Ongoing Services at its expense, is contingent upon the Customer: (1) exercising reasonable care in the operation of the Products; (2) operating the Product within GTT's published specifications; (3) maintaining the Product in conformance with GTT's maintenance standards; (4) properly

EXHIBIT A

maintaining the operating environment; and (5) providing necessary utility services for use of the Product in accordance with accompanying specifications.

- C. Customer acknowledges that it is aware that in order to install Products and perform Services it may be necessary to drill holes and/or connect to a vehicle's electrical system and/or traffic cabinet's electrical system and agrees that GTT shall not be liable for any costs, expenses or damages arising from such work.
19. REPLACEMENT PARTS. In performing PCaaS services, GTT reserves the right to use replacement parts that are new, refurbished or equivalent in performance to new parts, at no extra charge to Customer. Parts being replaced will be the property of GTT. Customer acknowledges certain parts may be subject to discontinuance by the manufacturer, in which event GTT's obligation will be limited to making reasonable efforts to replace such discontinued parts with an equivalent part.
20. DATA. Customer warrants that it has sufficient rights, title and interests in and to all means of information, data and/or files Customer transmits or uploads to or stores on any environment, in connection with its use of the Products or Services ("Customer Data"). Customer will not transmit or upload any personally identifiable information and will be solely responsible for the security of such information. GTT may view, store, copy, delete or otherwise process any Customer Data to provide the Products and/or Services to Customer and unless prohibited by law, GTT may also collect, analyze and otherwise use anonymized versions of Customer Data for its own business purposes.
21. SUPPORT. GTT will provide helpdesk support during GTT's normal business hours, which are 8:00 am to 5:00 pm central time, Monday through Friday, excluding holidays.
- A. Warranty Support. Contact your authorized Opticom dealer, or contact GTT technical service at 800-258-4610 or download a warranty & services request form at www.gtt.com. Outside of the United States, please contact our headquarters in St. Paul, MN at 651-789-7333 for assistance in locating an authorized repair facility servicing your country.
22. TERMINATION. Either party may terminate the Services for cause immediately upon written notice if the other party is in material breach of these Terms, any schedules and/or Contract Documents and fails to cure within thirty (30) days of receipt of a written demand to cure, or if the other party (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership, (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors, (c) ceases to conduct business for any reason on an ongoing basis, leaving no successor in interest or (d) for convenience, in which case Customer will be responsible to pay GTT for all Product and Services delivered, all costs incurred by GTT that have not yet been amortized and any other operating expense incurred by GTT that are specifically applicable to this Agreement.
23. OTHER. GTT reserves the right to publicly disclose Customer as a customer of GTT, without the need for additional approval by Customer. Notwithstanding, case studies, personnel quotes and other references to Customer will require explicit permission by Customer.

Order Form

Customer Information:			
Name/Customer:	Schertz Fire Rescue	Principal Contact Person:	Greg Rodgers
Address:	1400 Schertz Parkway #8 Schertz, TX 78154	Title:	Chief
		Phone:	979-229-6625
		Fax:	
		Email Address:	grodgers@schertz.com
Billing Information:		Shipping Information (if different from billing):	
Name/Customer:		Name/Customer:	
Address:		Address:	

ORDER DETAILS

Application Services: Whelen Cloud Platform, a cloud-based vehicle communication platform that sends and receives data through cellular networks and provides the following functionality: fleet tracking, equipment configuration management and remote equipment control.

Subscription Term: The subscription period commences on the last date of signature below and, unless earlier terminated in accordance with the terms and conditions of the Master Services Agreement, expires 12/31/2024 (the “Promotional Period”). Upon expiration of the Promotional Period Customer’s access to the Application Services may be continued upon execution of a subsequent order form. Without limiting the terms and conditions set forth in the Master Services Agreement, the Promotional Period may be terminated at any time prior to expiration thereof by either Party upon no less than thirty (30) days’ prior written notice to the other Party.

Subscription Fees: There are no fees for Whelen Cloud Platform services within the Promotional Period (the “Promotional Rate”); provided that the Promotion Rate is available to Customer for up to 100 vehicles or 25% of Customer’s fleet, whichever is larger (the “Promotional Cap”). If Customer will use the Application Services for a number of vehicles larger than the Promotional Cap, Customer must execute an additional Order Form for such additional vehicles; additional fees and charges may apply.

Software:

10 Vehicles

Whelen Field Solutions Engineer: Christian Brewer, cbrewer@whelen.com, (860) 227-6544

Other Information: Whelen Engineering Company, Inc. may offer additional services throughout the Promotional Period. Access to, or use of, these additional services may require a separate fee to be determined by Whelen Engineering Company, Inc. and Customer may be required to execute an additional Order Form to receive access to such additional services.

This order form (the “**Order Form**”) is entered by and between Whelen Engineering Company, Inc. and the customer set forth on this Order Form (“**Customer**”) as of the last date of signature below. Each of Whelen Engineering Company, Inc. and Customer may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.” The terms and conditions set forth in the Master Services Agreement attached hereto, including all exhibits and attachments thereto (the “**Master Services Agreement**”), govern the relationship between the Parties with respect to the Application Services ordered pursuant to this Order Form and are hereby incorporated herein by reference. By executing this Order Form Customer accepts and is bound by the terms and conditions set forth in the Master Services Agreement.

The Parties have caused their duly authorized representatives to execute this Order Form as of the dates set forth below.

Customer	
Signature	
Name	
Title	
Date	

Whelen Engineering Company, Inc.	
Signature	
Name	
Title	
Date	

Master Services Agreement

This Master Services Agreement, including all exhibits and attachments hereto (collectively, this “**Agreement**”) governs the relationship between Whelen Engineering Company, Inc., (“**Whelen**”) and the customer identified in the Order Form (“**Customer**”) (each of Whelen and Customer, a “**Party**” and together, the “**Parties**”). This Agreement will become effective when the Order Form referencing this Agreement is executed by authorized representatives of both Parties (the “**Effective Date**”).

1. DEFINITIONS. Certain capitalized terms, not defined elsewhere in this Agreement, have the meanings set forth below.

1.1. “Access Protocols” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Application Services.

1.2. “Application Documentation” means the user manuals, published specifications, online guides, and other materials and documentation provided to Customer or Authorized Users by Whelen or its third party vendors relating to the Application Services, as may be changed from time to time with or without notice to Customer.

1.3. “Application Services” means the hosted software-as-a-service services ordered by Customer hereunder as set forth in the Order Form and provided by Whelen by means of access to certain content and use of the features and functionality of software applications available and accessible within the website designated by Whelen, solely to the extent set forth and further described in, and as limited by, the applicable terms of this Agreement.

1.4. “Authorized User” means any individual who is an employee, consultant, contractor, or agent of Customer who is authorized by Customer, to access and use the Application Services pursuant to Customer’s rights, and subject to the restrictions, under this Agreement.

1.5. “Confidential Information” means all written or oral information, disclosed by either Party to the other, related to the business or operations of either Party or a third party that has been identified as confidential or proprietary or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential or proprietary, regardless of whether such information was disclosed intentionally or unintentionally or marked as “confidential” or “proprietary”, including, without limitation: (a) source and object code, prices, trade secrets, mask works, databases, hardware, software, designs and techniques, programs, engine protocols, models, displays and manuals, and the selection, coordination, and arrangement of the contents of such materials, and (b) any unpublished information concerning research activities and plans, customers, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins.

1.6. “Customer Content” means all data, media, content, and other information provided or made available by Customer to Whelen, including any data, media, content, and other information input, made available or included in, any communications sent through the Application Services, including vehicle identifiable data which may include precise geolocation information collected through global positioning system or similar technologies relating to one or more vehicles owned or leased by Customer and used by its employees, consultants, contractors, agents or other users it authorizes, including Authorized Users. Customer Content does not include aggregated or anonymized data derived from Customer Content or Customer’s use of the Services, provided that Whelen only uses such aggregated or anonymized data for internal purposes.

1.7. “Customer Systems” means Customer’s information technology infrastructure, including the computers, software,

databases, electronic systems (including database management systems) and networks, of Customer or any of its designees.

1.8. “Intellectual Property Rights” means any and all now known or hereafter existing (a) rights associated with works of authorship throughout the universe, including exclusive exploitation rights, copyrights, Moral Rights, and mask works; (b) trademark and trade name rights; (c) trade secret rights; (d) patents, designs, algorithms, and other industrial property rights; (e) other intellectual property and proprietary rights of every kind and nature throughout the universe, whether arising by operation of law, by contract or license, or otherwise; and (f) all registrations, applications, renewals, extensions, combinations, divisions, or reissues of the foregoing.

1.9. “Moral Rights” means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.

1.10. “Objectionable Content” means any viruses, malware, spyware, or similar harmful, destructive, or malicious code, as well as any content or links to web sites that contain content (or further links to content) which may be construed as illegal, unethical, defamatory, obscene, hateful, libelous, or that otherwise may reflect negatively upon Whelen’s reputation or that of Whelen’s customers or vendors, or that infringes upon the rights of any third party.

1.11. “Services” means the Application Services and Support Services.

1.12. “Third Party Items” means third party data, products, and services made available to Customer through the Application Services, as may be changed from time to time by Whelen in its sole discretion.

1.13. “Third Party Terms” means the terms and conditions that govern use of Third Party Items.

2. SUBSCRIPTION; SERVICES

2.1. Order Form. Customer has requested a subscription to the Application Services on the terms and subject to the conditions set forth in this Agreement by executing an Order Form that references and incorporates this Agreement (“**Order Form**”).

2.2. Application Services

(a) Provision of Access. Subject to the terms and conditions contained in the Order Form and this Agreement, and Customer’s payment of all relevant fees, Whelen hereby grants to Customer and its Authorized Users a non-exclusive, non-transferable right to access the features and functions of the Application Services during the Term in accordance with the Application Documentation, the Order Form, and the terms and conditions of this Agreement solely for Customer’s internal business purposes. As soon as commercially practicable after the Effective Date, Whelen shall provide to Customer the necessary Access Protocols.

(b) Usage Restrictions. Customer and its Authorized Users may only use the Application Services as described in this Agreement and in the then-current Application Documentation. Customer is responsible for ensuring its Authorized Users comply with all relevant terms of this Agreement and any failure to comply will constitute a breach by Customer. Customer will not, and will not allow any Authorized User or other third party to, (i) decompile, disassemble, reverse engineer, or otherwise attempt to obtain, perceive, or derive the trade secrets embodied in the

Application Services or the source code from which any software component of the Application Services are compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer or any Authorized User any right to obtain or use such code; (ii) create any derivative product from any of the foregoing, or use the Application Services or any of Whelen's Confidential Information to develop or build, exploit, sell or offer to sell, license or offer to license, or use a competing product or service, except with the express prior written consent of Whelen; (iii) allow third parties other than Authorized Users to gain access to the Application Services or use the Application Services as a service bureau; (iv) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under this Agreement; (v) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Application Documentation and/or Application Services, including any screen displays, etc., or any other products or materials provided by Whelen hereunder; (vi) access the Application Services for purposes of monitoring availability, performance, or functionality of the Application Services, performing security penetration tests or stress tests on the Application Services, or for any other benchmarking or competitive purposes; (vii) do anything that could disable, overburden, or impair the proper working or appearance of the Application Services; or (viii) use the Services or Application Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. Unless otherwise specifically agreed by the Parties in writing, Customer hereby agrees that the Application Services are not authorized for use as, and Customer shall not use the Application Services as critical components in any device, application, system, or service where it is reasonably foreseeable that failure of the Application Services would cause death, bodily injury or catastrophic property damage, such as (x) any medical, life-saving or life support device, system, or service, (y) any air or other traffic control device, application, system, or service, or (z) any weapons device, application, system, or service (the "**Life Critical Applications**"). Certain features of the Application Services may allow Customer or Authorized Users to connect and/or permit communication with one or more vehicles or equipment in one or more vehicles (each a "Connected Vehicle"). Customer acknowledges and agrees that at any time the information provided by the Application Services with respect to a Connected Vehicle may be incomplete, incorrect, or out of date. Except as otherwise set forth herein, Customer's use of the Application Services, including Customer's or its Authorized Users reliance on any information provided by the Application Services with respect to any Connected Vehicle is at Customer's sole risk and discretion. Customer and its Authorized Users are solely responsible at all times for the acts or omissions of Customer's Authorized Users with respect to Connected Vehicles. Use of the Application Services does not relieve Customer or any Authorized User of responsibility for safe vehicle operation or observation of relevant traffic laws. If safe operation of a Connected Vehicle is not possible while using the Application Services, the Authorized User should not use the Application Services while operating the Connected Vehicle. Further, use of the Application Services does not relieve Customer or any Authorized User of responsibility for vehicle maintenance. Notwithstanding anything to the contrary herein, Whelen shall have no responsibility or liability for any failure of Customer or any Authorized User to safely operate or properly maintain a Connected Vehicle. Customer will ensure that its and its Authorized Users' access to and use of the Application Services and the Application Documentation complies with all

applicable laws, statutes, regulations, and rules. Under no circumstances will Whelen be liable or responsible for any use, or any results obtained by the use, of the Application Services in conjunction with any products, services, software, or hardware that are not provided by Whelen. All such use will be at Customer's sole risk and Customer shall bear full responsibility for liability with respect thereto. Whelen reserves all rights not expressly granted to Customer in this Agreement.

(c) **Third Party Terms.** The Application Services may provide Customer with access to Third Party Items. Customer acknowledges and agrees that certain Third Party Terms may apply with respect to the Third Party Items. Whelen will use commercially reasonable efforts to identify any applicable Third Party Terms and Customer shall be responsible for compliance with such Third Party Terms to the extent any are identified by Whelen.

(d) **Communications Responsibilities.** Customer shall not, and shall not permit its Authorized Users or any third party to, directly or indirectly use the Application Services to communicate on its behalf, by way of electronic communication or otherwise, any message or material that (a) is libelous, harmful to minors, obscene, or constitutes pornography; (b) infringes the copyrights, patents, trade secrets, trademarks, trade names, or other proprietary rights of a third party, or is otherwise unlawful; or (c) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation. Customer is solely responsible for the content of any communications sent by or on behalf of Customer or its Authorized Users through Customer's or any Authorized Users' use of the Application Services and, without limiting the foregoing, Customer agrees that such communications will comply with all laws.

(e) **Future Functionalities.** From time to time Whelen, in its sole discretion, may offer new or additional features subject to the payment of additional fees. Such new or additional features may not be made available to all customers of Whelen. Customer agrees that its purchase of a subscription to the Application Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Whelen with respect to future functionality or features.

2.3. Support Services; Updates. Whelen will provide support services for the Application Services in accordance with its standard support offerings during Whelen's regular business hours solely for the particular Application Services ordered under this Agreement ("**Support Services**"), provided that all fees due under this Agreement have been paid. Such Support Services will only be provided to Customer's administrative users (who are Authorized Users) and Customer will identify by written notice to Whelen in accordance with Section 13.3 the names of such administrative users to whom Whelen will supply the support, which names may be changed by Customer upon reasonable notice to Whelen. Customer can request Support Services by contacting the applicable Whelen Field Solutions Engineer identified in the Order Form. Any support requested by Customer in excess of Whelen's standard support offerings or outside of Whelen's regular business hours may incur additional fees that will be billed to client pursuant to Whelen's standard billing practices at Whelen's then-current pricing. The Parties acknowledge and agree that Whelen will have no obligation to provide support to Customer with respect to use of the Application Services other than according to the then-current Application Documentation or the terms of this Agreement. Customer acknowledges that the Application Services may be updated by Whelen from time to time and that updates may result in changes to the Application Services, including changes in the appearance, functionality, and/or the

addition, modification, or removal of functionality or features. Whelen shall provide reasonable prior notice to Customer of any updates that are intended to result in the removal of any material functionality or feature.

3. PROPRIETARY RIGHTS

3.1. Ownership of Application Services. Subject to the express rights granted to Customer in this Agreement, and Customer's rights in its Customer Content as set forth herein, Whelen and its licensors and suppliers retain all right, title, and interest in and to the Application Services, including any upgrades, enhancements, new releases, changes, or modifications made to the Application Services performed in connection with this Agreement, together with all Intellectual Property Rights embodying the Application Services or related thereto, and Customer acknowledges that it neither owns nor acquires any right, title, or interest in or to the Application Services or the related Intellectual Property Rights not expressly granted by this Agreement. Customer will preserve all Services from any liens, encumbrances, and claims of any individual or entity. Customer will not use any Confidential Information disclosed by Whelen to Customer in connection with this Agreement to contest the validity of any Intellectual Property Rights of Whelen or its licensors. Any such use of Whelen's Confidential Information will constitute a material, non-curable breach of this Agreement.

3.2. Data Rights.

(a) Customer Content.

(i) Customer has and will retain sole responsibility for all Customer Content, including, the collection, accuracy, currency, quality, legality, completeness, and use of the Customer Content, and including Customer Content that is transmitted, processed, stored, accessed, and/or used by or on behalf of Customer or any Authorized User through or in connection with the Application Services. For the avoidance of doubt, Customer is solely responsible for providing any legally required notices and obtaining any legally required consents from Authorized Users or other individuals about whom information, including Customer Content or Usage Data (see below), may be collected by, transferred to, received, or otherwise used by Whelen or Customer in conjunction with the Application Services. Customer shall not provide or make available to Whelen any Objectionable Content in connection with this Agreement.

(ii) Except for the licenses granted under this Agreement, as between the Parties, Customer retains all right, title, and interest in and to the Customer Content and any usage data generated by Whelen in the performance of the Services ("**Usage Data**"), and Whelen acknowledges that it neither owns nor acquires any additional rights in and to the Customer Content and Usage Data not expressly granted by this Agreement. Whelen further acknowledges that Customer retains the right to use the Customer Content for any purpose in Customer's sole discretion. Subject to the foregoing, Customer hereby grants to Whelen and its third party service providers a non-exclusive, irrevocable, world-wide, fully-paid-up, royalty-free right and license to use the Customer Content and Usage Data to perform Whelen's obligations hereunder. In addition to sharing Customer Content with its service providers, Whelen may disclose Customer Content to other entities with whom it partners to create customer offerings that are part of, or in addition to, the Application Services, including jointly branded offerings available to Customer. The Parties further acknowledge and agree that no valuable consideration, monetary or otherwise, is being provided by Whelen to Customer in exchange for Customer Content and Usage Data. However, in addition to the uses of Customer Content authorized in this Agreement, Whelen may remove all personally identifiable and vehicle identifiable information from the Customer Content and Usage Data to create "**Sanitized Data**" or aggregate the Customer

Content and Usage Data in an anonymous or deidentified manner to create "**Aggregate Data**." Customer grants Whelen a perpetual, non-exclusive, world-wide, fully-paid-up, royalty-free, sublicensable, transferable right and license to commercialize and otherwise use the Sanitized Data and the Aggregate Data to perform Whelen's obligations hereunder and for Whelen's business purposes (which, for clarity, includes but is not limited to enhancing or improving the Services or other products and services of Whelen or its affiliates, and for analytical and marketing purposes). Customer also grants Whelen the right to disclose the Customer Content to Whelen's third party service providers and grant such third party service providers the right (i) to use the Customer Content to perform the applicable service and (ii) to use the Sanitized Data and Aggregate Data for Whelen's or such third party's internal business purposes. Notwithstanding the foregoing, nothing in this Section 3.2 shall limit Whelen's rights to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law or to address an emergency situation or as set forth in Section 7.3 below. For all of the purposes above, Customer consents to Whelen's tracking of Customer owned or leased vehicles through global positioning system technology as Customer understands such tracking is part of the Application Services. Customer shall not include within the Customer Content any personally or individually identifiable information of any natural person ("**PII**"). The inclusion of PII within the Customer Content may be considered by Whelen to be a material breach of this Agreement in accordance with Section 11.2 hereof. Customer acknowledges and agrees that it is solely responsible for compliance with the requirements of this Section and that Whelen has no affirmative obligation to review or audit Customer's compliance with this Section. Whelen shall have no obligations whatsoever in the event Customer includes PII in the Customer Content, including but not limited to with respect to notifications.

(b) **Data Models.** Notwithstanding anything to the contrary in this Agreement, to the extent that Whelen develops models, analytics, and/or algorithms ("**Analytical Tools**") during the Term and in the course of providing Services under this Agreement (such as propensity models, etc.), Whelen shall retain all right, title, and interest in and to such Analytical Tools.

(c) **Feedback.** Customer may provide suggestions, comments, or other feedback (collectively, "**Feedback**") to Whelen with respect to its products and services, including the Services. Feedback is voluntary. Whelen may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's Intellectual Property Rights to make use of the Feedback, Customer grants Whelen a non-exclusive, perpetual, irrevocable, world-wide, fully-paid-up, royalty-free license to use the Feedback in connection with Whelen's business, including the enhancement of the Services.

4. ADDITIONAL WHELEN OBLIGATIONS

4.1. Access to Application Services; Implementation. The applicable Whelen Field Solutions Engineer identified in the Order Form will provide reasonable assistance to Customer to enable initial access to Customer's account, but Whelen is not responsible for any implementation, supplementation, modification, or configuration of Customer Systems or equipment, or the Application Services, for or on behalf of Customer.

4.2. Responsibility for Application and Content Hosting. Whelen shall, at its own expense, provide for the hosting of the Application Services which is accessible as part of the Application Services, provided that nothing herein shall be construed to require Whelen to provide for, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer to provide access from the Internet to the Application Services. Customer and Authorized Users are solely responsible

for all telecommunication or Internet connections required to access the Services, as well as all Customer Systems and other hardware and software at Customer's site. Except for the costs to Whelen for the hosting of the Application Services as set forth above, in addition to other third party costs that may apply, Customer agrees to pay for all telecommunications, Internet, and other connectivity costs, fees, and services required for and dedicated to Customer's access to the Services.

4.3. Third Party Hosting Provider Requirements. Customer understands and agrees that (i) Whelen uses a third-party hosting provider in connection with the Services; (ii) the security of the Services is limited by the terms offered by such third-party hosting provider; and (iii) Whelen's agreement with the hosting provider cannot be modified regarding the requirements of this Agreement, nor can Whelen grant any audit or other access rights to the facilities or systems of the host. As such, the provisions of this Agreement shall apply only to Whelen's systems and facilities, not those of the hosting provider.

5. ADDITIONAL CUSTOMER OBLIGATIONS.

5.1. Authorized Users' Access to Services. Customer may permit any Authorized Users to access and use the features and functions of the Application Services as contemplated by this Agreement. Customer will ensure that any such Authorized Users will be obligated, by contract or otherwise, to protect Whelen's Confidential Information, and to comply with the access and use restrictions for the Application Services and the Application Documentation, as are provided by the terms hereof.

5.2. Provision of Support to Authorized Users. Except as expressly set forth in Section 2.3, Customer will provide all maintenance and technical support services as may be required by its Authorized Users, with respect to provision of access to, and use of, the Application Services.

5.3. Customer Control and Responsibility for Data, Access, and Security. Customer and its Authorized Users shall have access to the Customer Content and Customer shall be responsible for all changes to and/or deletions of Customer Content. Furthermore, Customer has and will retain sole responsibility for: (a) the security and use of all of Customer's and its Authorized Users' passwords and other Access Protocols; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer Systems; and (d) all access to and use of the Services and Application Documentation directly or indirectly by or through the Customer Systems or its or its Authorized Users' passwords or other Access Protocols, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all Access Protocols and protect against any unauthorized access to or use of the Application Services.

6. FEES AND EXPENSES; PAYMENTS.

6.1. Fees. In consideration for the access and use rights granted to Customer and the Services performed by Whelen under this Agreement, Customer will pay to Whelen without offset or deduction, all fees set forth in the Order Form (or Whelen's then-current pricing as applicable for certain support services as set forth herein) invoiced in accordance with this Section 6.1. Whelen will submit invoices to Customer with respect to such fees, and each invoiced amount will be due and payable within thirty (30) days of Customer's receipt of the relevant invoice. All fees are non-cancelable and non-refundable.

6.2. Price Escalations. Whelen shall have the right to increase the fees for the Services at any time after the Effective Date to reflect any increase in Whelen's costs to provide the

Services. Whelen shall provide Customer with written notice of such price adjustments at least thirty (30) days prior to the date any such price adjustment is to become effective. If Customer does not agree to such increase in fees, Customer may terminate this Agreement with written notice to Whelen effective upon the day prior to the date that such price adjustment would have taken effect.

6.3. Taxes. Customer will be responsible for payment of any applicable sales, use, and other taxes and all applicable export and import fees, customs duties, and similar charges (other than taxes based on Whelen's income), and any related penalties and interest for the grant of access rights hereunder, or the delivery of related services. Customer will make all required payments to Whelen free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to Whelen will be Customer's sole responsibility, and Customer will, upon Whelen's request, provide Whelen with official receipts issued by appropriate taxing authorities, or such other evidence as Whelen may reasonably request, to establish that such taxes have been paid. Customer shall supply Whelen with documentation evidencing Customer's exemption from taxation if applicable.

6.4. Late Payments; Interest. Any portion of any amount payable hereunder that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from a date thirty (30) days after the due date until paid. In the event any invoice remains unpaid forty-five (45) or more days from the due date, Whelen may, in its discretion, suspend the Services until the invoice is paid in full.

6.5. Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Whelen may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Whelen with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 6.3. Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds ten percent (10%) for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

7. TREATMENT OF CONFIDENTIAL INFORMATION.

7.1. Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential and/or proprietary. Both Parties agree that all items of Confidential Information are confidential and/or proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

7.2. Mutual Confidentiality Obligations. Each Party agrees as follows: (a) to use Confidential Information disclosed by the other Party only for the purposes of meeting its obligations or exercising its rights under this Agreement; (b) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party except as necessary for the purposes of meeting its obligations or exercising its rights under this Agreement; (c) to restrict access to the Confidential Information disclosed by the other Party to such

of its personnel, agents, and/or consultants, if any, who have a need to have access for the purposes of meeting its obligations or exercising its rights under this Agreement and who have been advised of and have agreed in writing to treat such information in accordance with terms substantially similar to the terms of this Agreement; and (d) subject to Section 12, to the extent practicable and except to the extent the receiving Party has continuing rights with respect to such Confidential Information, return or destroy, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement for any reason, provided that to the extent a Party retains Confidential Information of the other Party as permitted under this part (d) such Party shall maintain the confidentiality of such retained Confidential Information for so long as it is retained.

7.3. Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 7.1 and 7.2 will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient without reference to the Confidential Information of the discloser; or (f) is approved in writing for such use, release or disclosure by the disclosing Party. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party to enable the other Party to attempt to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do. Notwithstanding any such compelled disclosure by the receiving Party, such compelled disclosure will not otherwise affect the receiving Party's obligations hereunder with respect to Confidential Information so disclosed.

7.4. Non-Exclusive Equitable Remedy. Customer acknowledges and agrees that due to the unique nature of Whelen's Confidential Information, there is no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow Customer or third parties to unfairly compete with Whelen, resulting in irreparable harm to Whelen, and therefore, that upon any such breach or any threat thereof, Whelen shall be entitled to appropriate equitable and injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss or posting a bond, in addition to whatever remedies Whelen might have at law or in equity under this Agreement. Any breach of this Section 7 by Customer or an Authorized User will constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of Whelen.

8. REPRESENTATIONS AND WARRANTIES.

8.1. Mutual Representations and Warranties. Each Party hereby represents and warrants (a) that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization; (b) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (c) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

8.2. Whelen Representations and Warranties. Whelen hereby represents and warrants that (a) Whelen will use

commercially reasonable efforts to prevent the transmission of any virus or malicious code through the Application Services; (b) as accessed and used by Customer or any Authorized User in accordance with this Agreement, the Application Services will perform substantially in accordance with the Application Documentation; and (c) the Support Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices for similar services using personnel with the requisite skill, experience, and qualifications.

8.3. Customer Representations and Warranties. Customer hereby represents and warrants that (a) Customer has and will have all necessary licenses, approvals, and consents required to perform its obligations hereunder, (b) without limiting the foregoing, Customer has and will have adequate authority to share the Customer Content with Whelen as set forth herein and permit Whelen to use and disclose the Customer Content as contemplated herein, and (c) any Customer Content provided by Customer to Whelen for use in connection with the Services does not and will not infringe the intellectual property, publicity, or privacy rights of any person and is not defamatory, obscene, or in violation of applicable foreign, federal, state, municipal, and local laws, rules, regulations, and judicial orders (including, but not limited to, applicable policies, laws, and orders related to spamming, privacy, and consumer protection).

9. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY.

9.1. Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION SERVICES, THE APPLICATION DOCUMENTATION, AND ALL SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE", WITH ALL FAULTS, AND WHELEN DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND/OR DATA ACCURACY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WHELEN OR ITS AUTHORIZED REPRESENTATIVES (INCLUDING FIELD SOLUTIONS ENGINEERS) WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF WHELEN'S OBLIGATIONS HEREUNDER. WHELEN DOES NOT WARRANT THAT THE APPLICATION SERVICES OR ANY OTHER SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE APPLICATION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT WHELEN AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER CONTENT, CUSTOMER'S DATA, OR CUSTOMER SYSTEMS. WHELEN WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. CUSTOMER IS RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF ITS DATA AND CUSTOMER CONTENT.

9.2. Exclusions of Remedies; Limitation of Liability. EXCEPT WITH RESPECT TO CUSTOMER'S BREACH OF SECTION 2.2 AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO CUSTOMER'S BREACH OF SECTION 2.2 AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, THE CUMULATIVE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE GREATER OF (I) THE TOTAL AMOUNT OF ALL FEES PAID TO WHELEN BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY OR (II) TEN THOUSAND DOLLARS (\$10,000). THESE LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR THERE IS AN ADEQUATE REMEDY AVAILABLE.

9.3. Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions, and limitations of liability set forth in this Section 9 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of this Agreement would be substantially different.

10. INDEMNIFICATION.

10.1. Whelen's Indemnity Obligations. Whelen agrees to indemnify, defend, and hold harmless Customer from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages finally awarded by a court or agreed upon in settlement ("**Damages**") resulting from any claim by any third party (a) that Customer's licensed use of the Application Services and/or the Application Documentation in accordance with the terms and conditions of this Agreement infringes such third party's U.S. patents issued as of the Effective Date, or infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America, or (b) arising out of Whelen's gross negligence or willful misconduct. Customer shall promptly notify Whelen in writing of the claim, cooperate with Whelen, and allow Whelen sole authority to control the defense and settlement of such claim; provided that Whelen will not settle any third-party claim against Customer unless such settlement completely and forever releases Customer from all liability with respect to such claim or unless Customer consents to such settlement, and further provided that Customer will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice at its own cost. If a claim for infringement is made or appears possible, Whelen may, at

Whelen's sole discretion, obtain adequate rights to enable Customer to continue to use the Application Services, or modify or replace any such infringing material to make it non-infringing. If Whelen determines that none of these alternatives is reasonably available, Customer shall, upon written request from Whelen, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. The indemnification for infringement provided under this Section 10.1 shall not apply if the alleged infringement arises, in whole or in part, from (i) modification of the Application Services or the Application Documentation by Customer, (ii) combination, operation, or use of the Application Services with other software, hardware, or technology not provided by Whelen or explicitly contemplated by this Agreement, (iii) use of the Application Services not in accordance with the Application Documentation or this Agreement, or (iv) the Customer Content (any of the foregoing circumstances under clauses (i), (ii), (iii) and (iv) a "**Customer Indemnity Responsibility**"). THIS SECTION STATES WHELEN'S AND ITS LICENSORS AND SUPPLIERS SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT AND ARE IN LIEU OF ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

10.2. Customer's Indemnity Obligations. Customer agrees to hold harmless, indemnify, and, at Whelen's option, defend Whelen from and against any Damages resulting from (a) breach by Customer or its Authorized Users of any term or condition of this Agreement, (b) Customer's gross negligence or willful misconduct, (c) Whelen's use of the Customer Content as permitted herein, (d) use of the Application Services in Life Critical Applications, (e) personal injury or damage to Whelen property arising at the Customer's location, or (f) a Customer Indemnity Responsibility. Whelen shall promptly notify Customer of the claim, cooperate with Customer, and, if elected by Whelen, allow Customer sole authority to control the defense and settlement of such claim; provided that Customer will not settle any third-party claim against Whelen unless such settlement completely and forever releases Whelen from all liability with respect to such claim or unless Whelen consents to such settlement, and further provided that Whelen will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice at its own cost.

11. TERM AND TERMINATION.

11.1. Term of the Agreement. The term of this Agreement will commence on the Effective Date and will continue for the duration set forth in the Order Form (the "**Term**"). The Term may be extended or renewed by mutual written agreement of the Parties.

11.2. Termination for Breach. Either Party may terminate this Agreement in the event of a material breach by the other Party, by providing written notice to the breaching Party, specifically identifying the breach on which such notice of termination is based. The breaching Party will have a right to cure such breach within thirty (30) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such thirty (30)-day period.

11.3. Termination Upon Bankruptcy or Insolvency. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event that (a) the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; or (d) a receiver is

appointed or there is an assignment for the benefit of such other Party's creditors.

11.4. Additional Whelen Termination and Suspension Rights. Upon written notice to Customer, Whelen may suspend or terminate this Agreement, in whole or in part, with respect to the Application Services (or certain features thereof) if any Third Party Item made available through the Application Services or Whelen's right to use such Third Party Item, expires or is terminated or is modified in any manner that Whelen believes would impair its ability to provide such Application Services. In addition, Whelen reserves the right, in its sole discretion, to suspend Customer's access to any Application Services (i) upon notice to Customer if Whelen reasonably suspects that Customer has breached this Agreement; or (ii) for any of the following reasons: (a) to prevent damages or risk to, or degradation of, the Application Services; (b) to comply with any law, regulation, court order, or other governmental request; (c) to otherwise protect Whelen from potential legal liability; or (d) in the event an invoice remains unpaid for forty-five (45) or more days from the invoice due date, and Whelen will use reasonable efforts to provide Customer with notice prior to or promptly following any such suspension of the Application Services pursuant to the foregoing ((a)-(d)). Whelen will promptly restore access to the Application Services as soon as the event giving rise to suspension has been resolved. Any suspension of the Services will not result in the tolling or any extension of the Term to account for the period of such suspension and Whelen will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of such suspension. This Section will not be construed as imposing any obligation or duty on Whelen to monitor use of the Application Services.

11.5. Effect of Termination. Upon any expiration or earlier termination of this Agreement, Customer will (a) immediately discontinue all use of the Application Services and any Whelen Confidential Information; and (b) promptly pay to Whelen all amounts due and payable under this Agreement. Termination of this Agreement prior to expiration of the Term shall not affect any other agreement between Whelen and Customer in place at the time of such termination, and Customer shall remain responsible for the payment of any amounts due to Whelen or its designee pursuant to such other agreement(s).

11.6. Survival. The expiration or termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth herein which (a) the Parties have expressly agreed will survive any such expiration or termination; or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination. In addition to the foregoing, upon termination or expiration of this Agreement, the Parties' respective obligations under the provisions of Sections 1, 3, 6.4, 7, 9, 10, 11.5, 11.6, 12, and 13 will survive the termination of this Agreement. In addition, any provisions of the Third Party Terms that by their nature survive termination of this Agreement shall so survive.

12. DATA DELETION.

12.1. Request to Delete. Whelen shall delete or return Customer Content in its custody or control in accordance with Customer's instructions, including any applicable retention periods instructed by Customer or upon receipt of Customer's written request via the Organization Data Deletion Form. If Customer does not instruct a retention period for Customer Content or submit an Organization Data Deletion Form, then Whelen will delete Customer Content in accordance with Whelen's data retention policy.

12.2. Deletion Exceptions. Notwithstanding anything to the contrary, Customer acknowledges and agrees that any obligation

to delete Customer Content excludes any Customer Content (a) that Whelen is required to retain, or prohibited from deleting, under applicable law, (b) reasonably related to any pending or reasonably likely legal claim or defense, (c) within Whelen's logs or archived on Whelen's back-up systems (which shall be deleted in the normal course according to Whelen's policies and procedures), or (d) that is aggregated or anonymized data. For so long as Whelen retains any Customer Content under this Section, Whelen's obligations under Sections 5 and 7 shall survive and apply to the retained Customer Content, and, when Whelen retains any Customer Content for purposes of (a) or (b) of this Section, Whelen shall only process the retained Customer Content for the purpose for which it was retained and delete the Customer Content as soon as the purpose for which it was retained no longer applies. Whelen acknowledges that Customer Content retained under this Section may be subject to subpoenas or requests under the federal Freedom of Information Act or analogous state laws, and Whelen will reasonably assist Customer by providing the relevant retained Customer Content in accordance with Customer's reasonable instructions in order for Customer to respond to any such subpoena or request to the extent required by applicable law.

12.3. Certification of Deletion. The Parties acknowledge and agree that the Organization Data Deletion Form, once executed and returned by Whelen, serves as a written certification of destruction designed to prevent retrieval or recreation of data according to Whelen's standards and policies.

12.4. Option for Return. Within ten (10) days of termination of this Agreement, in the event Customer wishes for Customer Content to be returned, Customer shall notify Whelen in writing requesting the return of Customer Content. Except for any Customer Content that Customer requested to delete, Whelen will return Customer Content in a structured format reasonably agreed upon by the Parties within sixty (60) days of receipt of a request under this Section 12.4.

13. MISCELLANEOUS.

13.1. Entire Agreement. This Agreement together with the Order Form sets forth the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter of this Agreement, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for in this Agreement. In the event of any conflict between the terms and conditions set forth in the body of this Agreement, any exhibits or attachments hereto, and the Order Form, the terms and conditions set forth in the body of this Agreement shall control unless an exception is expressly stated in as such in an exhibit, attachment, or the Order Form.

13.2. Independent Contractors. In making and performing this Agreement, Customer and Whelen act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of the other Party.

13.3. Notices. All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail, postage prepaid, to Whelen as set forth below and to Customer at its address set forth in the Order Form, or addressed to such other address as the receiving Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that such Party will promptly thereafter send a duplicate of such notice in writing by means of

certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

Whelen, Inc.
51 Winthrop Rd.
Chester, CT 06412
Attn: CFO

13.4. Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

13.5. Assignment. Customer shall not assign any of its rights or duties under this Agreement without the prior written consent of Whelen, and, absent such consent, any attempted assignment will be null, void and of no effect.

13.6. No Third Party Beneficiaries. The Parties acknowledge that, except as expressly set forth in this Agreement, the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Except as expressly set forth in this Agreement, nothing herein will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

13.7. Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

13.8. Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

13.9. Force Majeure. Except with respect to payment obligations hereunder, if any, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice and the Agreement shall terminate if such performance has not resumed within those thirty (30) days.

13.10. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the state of Connecticut, without regard to conflicts of law principles thereof or to the United Nations Convention on the International Sale of Goods. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated

exclusively in the state or federal courts (if permitted by law and a Party elects to file an action in federal court) located in Middlesex County, Connecticut. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section. No action, regardless of form, arising out of this Agreement, may be brought by either Party more than one (1) year after the cause of action has arisen. The prevailing Party in any action or proceeding will be entitled to recover its reasonable attorneys' fees and costs.

13.11. Publicity. Subject to Customer's prior review and approval, Whelen may use Customer's name and logo in marketing materials and on its website to identify Customer as a Whelen client. Except as provided in this Section and as required by applicable law, neither Party will use the other Party's name or logo in any advertisement, news release, or other public communication without the consent of the other Party which will not be unreasonably withheld, delayed, or qualified.

13.12. U.S. Government End-Users. Each of the Application Documentation and the software components that constitute the Application Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Application Services and the Application Documentation with only those rights set forth therein.

13.13. Counterparts. The Order Form to which this Agreement is attached and incorporated may be executed in any number of counterparts via electronic or facsimile means, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

13.14. Affiliates, Subcontractors, and Vendors. Some or all of the Services, including support, may be provided by Whelen's affiliates, agents, subcontractors, and information system vendors. The rights and obligations of Whelen may be, in whole or in part, exercised or fulfilled by the foregoing entities.

13.15. USA Patriot Act Notice. The U.S. federal USA Patriot Act ("*USA Patriot Act*") provides generally for the operator of a communication host and law enforcement to be able to monitor any content, upon request of the operator. Whelen anticipates fully complying with all its obligations, and availing itself of all its rights, under the USA Patriot Act.

13.16. Export Compliance. Customer acknowledges that the Application Services may be subject to export control laws. Customer will not, directly or indirectly, export or permit use of any portion of the Application Services outside of the United States without prior government authorization to the extent required by applicable regulation.

13.17. Electronic Execution. Each Party acknowledges and agrees that the Order Form may be executed by the Parties in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent). Customer acknowledges and agrees it will not contest the validity or enforceability of the Order Form, this Agreement or any related documents, including under any applicable statute of frauds, due to such execution in electronic form.

CONFIDENTIAL

EXHIBIT B
[End of Terms]

CITY COUNCIL MEMORANDUM

City Council Meeting: December 19, 2023
Department: Fire Department
Subject: Resolution 23-R-131 - Authorizing the City Manager to sign a renewal of the Interlocal Agreement with Guadalupe County for the provision of fire protection services from the city of Schertz Fire Department to designated areas of Guadalupe County (G.Rodgers/D.Kramer)

BACKGROUND

The City of Schertz presently has a 3-year contract agreement with Guadalupe County to provide fire service to 1.22 acres of county area for \$37,000 annually. That 3-year contract has concluded, and Guadalupe County wants to sign another 3-year contract for the same 1.22 acres of land for \$40,000/year that would expire on September 30, 2026.

GOAL

To provide fire protection services to areas of the county where Schertz Fire Rescue would be the closest provider.

COMMUNITY BENEFIT

The ability for firefighters to run calls provides an opportunity to receive training in various call types. By providing services to the county areas outlined in the agreement and exhibits, we offer our firefighters more options to hone their expertise.

SUMMARY OF RECOMMENDED ACTION

City Staff recommends that the City Council approve the new three-year agreement that expires September 30, 2026, to provide fire service to 1.22 acres of county area that can be seen in Exhibit A for \$40,000/year.

FISCAL IMPACT

Guadalupe County would be compensating the city of Schertz for \$40,000 annually. This cost covers the expenses of city vehicles and staff providing the services to the area.

RECOMMENDATION

Recommend approval of Resolution 23-R-131.

Attachments

Resolution 23-R-131

RESOLUTION NO. 23-R-131

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES WITH GUADALUPE COUNTY IN CONNECTION THEREWITH

WHEREAS, This agreement is entered into by and between the County of Guadalupe (the "County"), a political subdivision of the State of Texas, and the City of Schertz (the "City"), a municipal corporation situated in Guadalupe County, Texas. Authority is granted pursuant to Chapter 352 of the Texas Local Government Code; and

WHEREAS, County desires to provide fire protection services to citizens of the County residing outside the city limits of the City of Schertz in an area more particularly described in Exhibit "A" and mutual aid to the areas identified in Exhibit "B" attached hereto and incorporated herein, hereinafter called the "designated area";

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

Section 1. The City Council hereby authorizes the City Manager to renew the contract presented as the Attachment with Guadalupe County for fire protection services to the designated area as outlined in Exhibit A and Exhibit B.

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.

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

Section 9. The 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 the event such conflicting provisions, if any, are hereby repealed.

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

ATTACHMENT

STATE OF TEXAS §

COUNTY OF GUADALUPE §

**INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES
BETWEEN GUADALUPE COUNTY AND THE CITY OF SCHERTZ**

This agreement is entered into by and between the County of Guadalupe (the “County”), a political subdivision of the State of Texas, and the City of Schertz (the “City”), a municipal corporation situated in Guadalupe County, Texas. Authority is granted pursuant to Chapter 352 of the Texas Local Government Code.

WHEREAS, County desires to provide fire protection services to citizens of the County residing outside the city limits of the City of Schertz, in an area more particularly described in Exhibit "A" attached hereto and incorporated herein, hereinafter called the "designated area"; and

WHEREAS, County desires to provide backup fire protection services to the Volunteer Fire Departments serving the unincorporated areas described in the above Exhibit “B;” and

WHEREAS, the City of Schertz currently provide fire protection services to their residents with full-time professional personnel on a twenty-four hour, seven days a week basis, and are willing to provide such services to certain areas of the County, according to the terms and conditions hereinafter stated;

NOW, THEREFORE, in consideration of the mutual covenants and agreement stated herein, the parties agree as follows:

I.

The purpose of this agreement is to allow City to provide fire protection services to the designated areas as described in Exhibits "A,”. Additionally, the cities will provide mutual aid backup fire protection services as needed to mutual aid designated areas of Guadalupe County as described in Exhibit “B”

II.

This Agreement shall be for a term commencing with the effective date of October 1, 2023, through and including September 30, 2026 (the "Term").

III.

City agrees to provide fire protection services to the designated areas including extrication and other rescue services to support the EMS contract. Said services shall be provided from existing fire station locations within the City of Schertz. In the event of an emergency, the Schertz Fire Department will call upon its mutual aid agreements to provide next available units.

IV.

Guadalupe County agrees to pay an annual sum of \$40,000 to the City of Schertz for services rendered under *this* agreement. The County agrees that the sum is to be paid to the City in monthly payments of \$3,333.33, paid no later than the first day of the month for services in the preceding month. Volunteer firefighters will be required to submit to post-accident drug and alcohol testing. Also, the County may provide heavy equipment and operators when requested, if available, to assist the Fire Department in controlling an emergency situation. The County will assume the cost of this assistance.

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.

V.

The parties agree that all equipment and personnel of the City of Schertz used in the provision of services hereunder shall be and remain the sole management and budgetary authority of the City Manager. The expenses of repairing or replacing equipment or vehicles which may be damaged or destroyed while responding to an emergency shall be the expense of the providing department unless caused by the negligent act of the requesting party or any other responding party.

VI.

No amendment, modification, or alteration shall be binding unless the same be in writing dated subsequent to the date hereof and duly executed by the parties hereto.

VII.

Notice to the County shall be delivered to the County Judge, Guadalupe County, and 101 E. Court St. STE 300, Seguin, Texas 78155. Notice to the City shall be delivered to the City Manager, City of Schertz, 200 S. Main Street, Schertz, and Texas.78108. This agreement shall be binding upon and inure to the benefits of the parties hereto and their respective legal representatives, successors and assigns where permitted by the agreement.

VIII.

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

IX.

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter. This agreement shall also supersede the existing agreement between Guadalupe County and the City of Schertz Fire Department, which is hereby terminated.

X.

To the fullest extent permitted by law, the City shall and does hereby agree to indemnify, protect, defend and hold harmless the County of Guadalupe, its officers, against and employees, for, from and against all claims, demands, liabilities, damages, costs, suits, losses, liens, expenses, causes of action, judgments, and fees (including court costs, attorney's fees, and costs of investigation), of any nature, kind or description by, through, or any person or entity whomsoever arising out of, or alleged to have arisen out of (in whole or in part) the work to be performed, or in any way whatsoever in connection therewith.

XI.

Either of the parties shall have the right to terminate this agreement with a ninety (90) day written notice.

This Agreement is executed this the ___ day of _____ 2023.

COUNTY OF GUADALUPE

CITY OF SCHERTZ

By: _____
Kyle Kutcher
County Judge
Guadalupe County

By: _____
Steve Williams
City Manager
City of Schertz

Attest: _____
Teresa Kiel
County Clerk

Sheila Edmondson
City Secretary

EXHIBIT A

Schertz FD

1.22 sq mi

67 Parcels

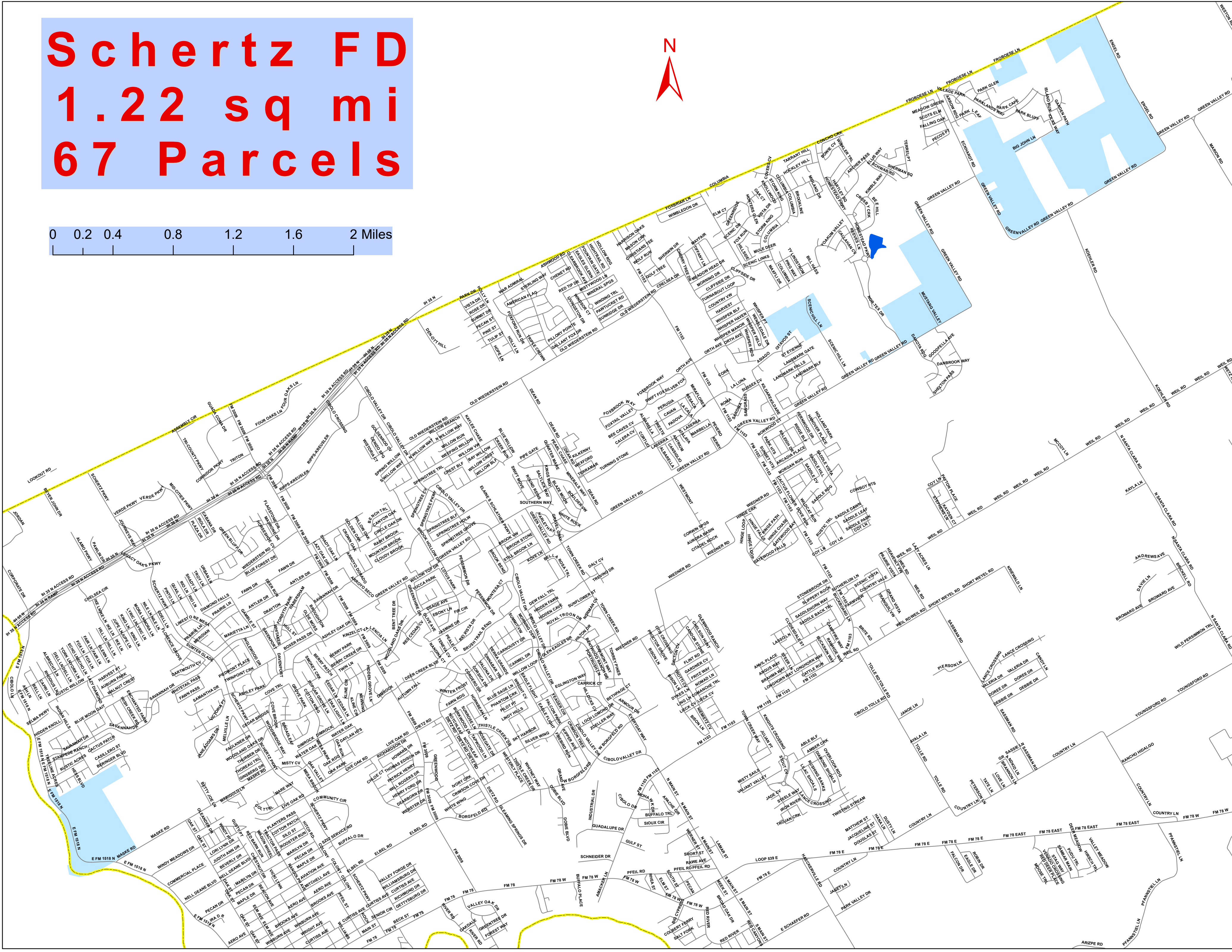
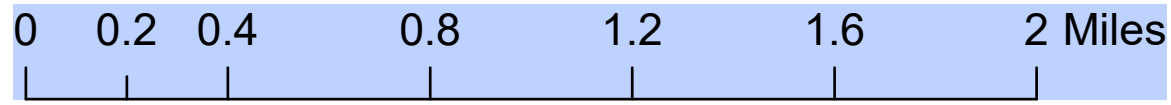
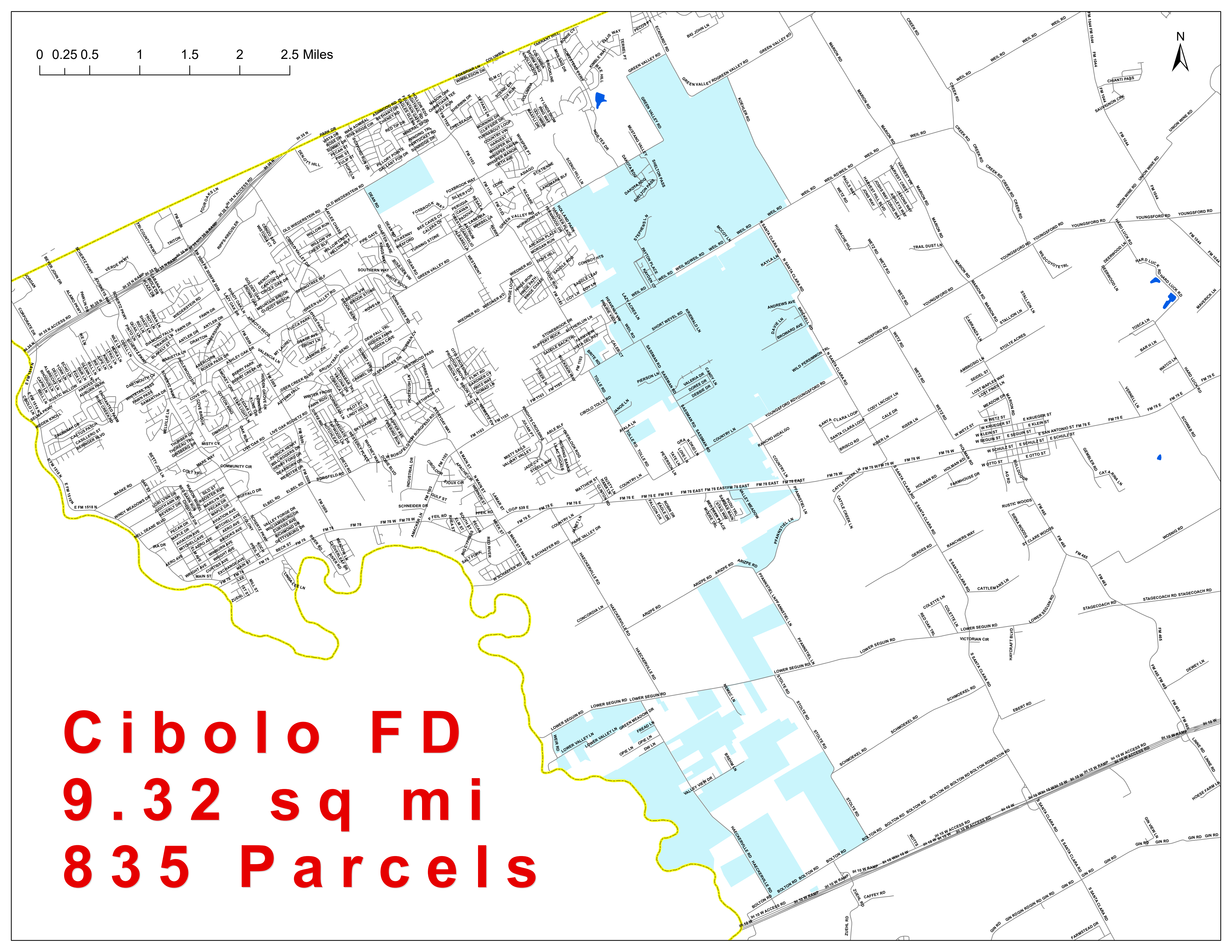


EXHIBIT B

0 0.25 0.5 1 1.5 2 2.5 Miles



Cibolo FD
9.32 sq mi
835 Parcels



CITY COUNCIL MEMORANDUM

City Council Meeting: December 19, 2023
Department: Parks, Recreation & Community Service
Subject: Resolution 23-R-133 - Approving a recommendation to name the 10.5-acre park property at FM 482 and Bunker Street as Dry Comal Creek Nature Park. (S.Gonzalez/L.Shrum)

BACKGROUND

The city purchased 10.5 acres at FM 482 and Bunker Street from The Great Springs Project for a future trailhead for the Dry Comal Creek Trail. The city applied for and was awarded a \$300,000 grant from Texas Parks & Wildlife Department to develop the trailhead and trail loop within the park. The new park needs a formal name and the Parks & Recreation Advisory Board discussed this at their meeting on September 25, 2023. The board recommended the name "Dry Comal Creek Nature Park" because of the ecological and historical significance of the creek that runs through the property. The "nature park" designation was also chosen (similar to what we have at Crescent Bend Nature Park) to denote that the majority of the park will remain natural open space and the focus will be on passive recreational activities versus active recreation (i.e. no sports fields.)

GOAL

Officially name the 10.5-acre park property at FM 482 and Bunker Street as Dry Comal Creek Nature Park.

COMMUNITY BENEFIT

The property will be a future trailhead to the City of Schertz' Dry Comal Creek Trail and the regional Great Springs Trail. There is a possibility of a future trail connection to the Great Northern Trail along Schwab Road, either on-street, or off-street through an adjacent drainage corridor. The property is unique as well because of its location in the historic Comal Settlement area and its location on the El Camino Real de los Tejas National Historic Trail. Immediately adjacent to the property is a state designated historic cemetery and across the street is the historic St. Joseph's Chapel, both of which are also designated as a Schertz Historic Site by the Schertz Historical Preservation Committee. Also, across the street is the historic Comal Blacksmith & Mechanical Shop and the additional historic General Store building. The park property will not only serve as a trailhead for a regional trail system, but will include interpretive signage regarding the history of the area, and potentially serve as a catalyst for development of the area into a cultural heritage and nature tourism destination. The loop trail within the 10.5-acre park property will also provide a natural experience similar to what we have in southern Schertz at Crescent Bend Nature Park.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution 23-R-133 to approve a recommendation to name the 10.5-acre park property at FM 482 and Bunker Street as Dry Comal Creek Nature Park.

RECOMMENDATION

Approve Resolution 23-R-133 to approve a recommendation to name the 10.5-acre park property at FM 482 and Bunker Street as Dry Comal Creek Nature Park.

Attachments

Resolution 23-R-133 Dry Comal Creek Nature Park Naming

RESOLUTION NO. 23-R-133

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING THE RECOMMENDATION TO NAME THE 10.5-ACRE PARK PROPERTY AT FM 482 AND BUNKER STREET AS DRY COMAL CREEK NATURE PARK.

WHEREAS, the City purchased a 10.5-acre park property at FM 482 and Bunker Street for use as a trailhead and park for the future Dry Comal Creek Trail; and

WHEREAS, the Schertz Parks & Recreation Advisory Board selected the name Dry Comal Creek Nature Park because of the ecological and historical significance of the Dry Comal Creek that runs through the park property; and

WHEREAS, the Schertz Parks & Recreation Advisory Board recommended the “nature park” designation to denote that the majority of the park will remain natural open space and the focus will be on passive recreational activities versus active recreation; and

WHEREAS, the Schertz Parks & Recreation Advisory Board approved the name at their regular meeting on September 23, 2023 and recommended that council approve the name, Dry Comal Creek Nature Park.

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

Section 1. The City Council hereby names the 10.5-acre park property at FM 482 and Bunker Street as Dry Comal Creek Nature 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

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: December 19, 2023
Department: Parks, Recreation & Community Service
Subject: Resolution 23-R-125 - Authorizing a contract amendment with Maldonado Nursery and Landscaping in excess of \$50,000 for mowing and landscape maintenance of medians, parkways, and public grounds. (S.Gonzalez/L.Shrum)

BACKGROUND

In 2022 staff completed an RFP process for new vendors to perform mowing and landscape maintenance services for the city. Two vendors were selected during that process - Brightview Landscape Services and Maldonado Nursery and Landscape Services were awarded contracts in February 2023. Brightview was assigned the Hal Baldwin Municipal Complex, the Schertz Public Library Complex, and the parkway medians throughout the city, and Maldonado was assigned the park properties. Brightview failed to perform the services per the contract specifications and that contract was canceled on Nov. 20, 2023. Staff reached out to Maldonado as the other contracted provider to see if they would honor the pricing they bid in the RFP in 2022 for the aforementioned properties, and they agreed to honor that pricing. The attached (Attachment A) is a contract amendment to the existing contract with Maldonado to add the Hal Baldwin Municipal Complex, the Schertz Public Library Complex and the parkway medians to their contract. The pricing provided by Maldonado is higher than what was bid by Brightview so there is an increase to the costs associated with this contract. A budget amendment is needed to provide the additional funds so as not to reduce the level of service. The budget amendment in the amount of \$59,349.96 will be included in the upcoming quarterly budget adjustment.

GOAL

Award a contract amendment to Maldonado Nursery and Landscaping to provide mowing and landscape services to the Hal Baldwin Municipal Complex, the Schertz Public Library Complex, and the parkway medians throughout the city.

COMMUNITY BENEFIT

The community will benefit by awarding this contract to a reputable company that has a proven track record of being able to maintain the mowing and landscape services per contract specifications for multiple years now with the city. Aesthetics of our city are important to the residents of Schertz, and with our recent "Scenic City Designation", landscape and mowing services provided on a consistent basis and at a high caliber, are especially important.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution 23-R-125 authorizing a contract amendment with Maldonado Nursery and Landscaping in excess of \$50,000 for mowing and landscape maintenance of medians, parkways, and public grounds.

FISCAL IMPACT

The chart details Maldonado's pricing for the properties that are being added to their existing contract.

Property	Qty	Item Price	Extended Price
----------	-----	------------	----------------

Hal Baldwin Municipal Complex	36	\$1,469.03	\$52,885.10
Schertz Public Library Complex	36	\$562.26	\$20,241.21
Fire Station #2	36	\$138.59	\$4,989.16
Fire Station #3	36	\$291.50	\$10,494.01
Schertz Parkway NORTH	36	\$643.12	\$23,152.32
Schertz Parkway SOUTH	36	\$156.02	\$5,616.72
Country Club Drive	36	\$198.05	\$7,129.80
Cibolo Valley Drive	36	\$82.04	\$2,953.44
Total			\$129,722.40

The previous contractor's pricing was budgeted at \$70,372.44 for the new properties being added to the contract, resulting in an additional amount of \$59,349.96 needed in a budget adjustment to be completed at the next quarterly budget adjustment.

Total amount in the amended contract is \$266,568.24 (\$136,845.84 existing parks + \$129,722.40 new properties added). Requesting a NTE amount of \$270,000.

RECOMMENDATION

Approve Resolution 23-R-125 authorizing a contract amendment with Maldonado Nursery and Landscaping in excess of \$50,000 for mowing and landscape maintenance of medians, parkways, and public grounds.

Attachments

Resolution 23-R-125 with attachment

RESOLUTION NO. 23-R-125

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A CONTRACT AMENDMENT WITH MALDONADO NURSERY & LANDSCAPING IN EXCESS OF \$50,000 FOR MOWING AND LANDSCAPE MAINTENANCE OF MEDIANS, PARKWAYS, AND PUBLIC GROUNDS.

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires landscape maintenance of medians, parkways, and public grounds; and

WHEREAS, City staff performed an extensive Request for Proposals process in 2022 that ranked companies based on experience and references, equipment and resources, cost proposal, and operational plans; and

WHEREAS, City staff has previously determined Maldonado Nursery & Landscaping is qualified to provide such services for the City and previously awarded a contract via Resolution 23-R-08 ; and

WHEREAS, the City of Schertz has a policy to seek authorization for purchases in excess of \$50,000 with a single vendor; and

WHEREAS, the City of Schertz will amend the current contract to add properties detailed in the attached amendment (Exhibit A).

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 amend the contract with Maldonado Nursery & Landscaping, totaling no more than \$270,000 for each fiscal year, for landscape maintenance of medians, parkways, and public grounds.

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 Secretar

ATTACHMENT A

AMENDMENT ONE

This Amendment is made to that Service Agreement previously executed by and between the CITY OF SCHERTZ, TEXAS ("City") and Maldonado Nursery & Landscaping ("Contractor") on March 2, 2023.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Attachment One (Contract Properties) will be amended to include the following additional City locations:

Campuses

Location	Cycles	Price	Extended Price	Location	Cycles	Price	Extended Price
CAMPUSES							
HB Complex (6.59 acres)	36	\$ 411.43	\$ 14,811.48	HB Complex (16.94 acres)	36	\$ 1,057.60	\$ 38,073.60
Fire Station #2	36	\$ 138.59	\$ 4,989.24				
Fire Station #3	36	\$ 291.50	\$ 10,494.00				
				Library & Recreation Campus	36	\$ 562.26	\$ 20,241.36
Subtotal Campuses			\$ 30,294.72	Subtotal Campuses			\$ 58,314.96
Additional Cost			\$ 11,584.44	Additional Cost			\$ 25,349.76

Parkway Medians & Sidewalks

Location	Cycles	Price	Extended Price	Location	Cycles	Price	Extended Price
PARKWAY MEDIANS & SIDEWALKS							
				Schertz Parkway NORTH	36	\$ 643.12	\$ 23,152.32
				Schertz Parkway SOUTH	36	\$ 156.02	\$ 5,616.72
				Legacy Oaks Parkway	36	\$ 62.79	\$ 2,260.44
				Country Club Drive	36	\$ 198.05	\$ 7,129.80
				Cibolo Valley Drive	36	\$ 82.04	\$ 2,953.44
				Subtotal Medians			\$ 41,112.72
				Additional Cost			\$ 22,415.76

Cost for Additional Locations = \$59,349.93

New Contract Not-To-Exceed Amount = \$270,000/fiscal year

All other requirements, terms, and conditions that are not hereby amended are to remain in full force and effect

EXECUTED on this the _____ day of _____, 2023.

CITY:

CONTRACTOR:

By: _____

By: _____

Name: Steve Williams

Name: _____

Title: City Manager

Title: _____

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

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

Maldonado Nursery & Landscaping
Attn: Jerry Maldonado
16348 Nacogdoches Road
San Antonio, TX 78247

CITY COUNCIL MEMORANDUM

City Council Meeting: December 19, 2023
Department: Human Resources
Subject: Resolution 23-R-121 - Authorizing a contract with Tyler Technologies for Police Records Management System. (S.Williams/J.Lowery)

BACKGROUND

The Schertz Police Department is currently utilizing Niche as its Records Management System (RMS). The City is looking to implement a new records management system that provides for the storage, retrieval, retention, manipulation, archiving, and viewing of information, records, documents, or files pertaining to law enforcement. The goal is to streamline the process, and make report writing and information gathering and retrieval less difficult and more efficient.

The City issued a solicitation for proposals (RFP) from qualified firms with demonstrated competence and experience in Police RMS systems. Seven (7) proposals were received in response to the solicitation. Proposals were reviewed by key City stakeholders (IT and PD), and scored initially based on criteria including cost, proposer's experience, qualifications, reputation, quality of proposed services and responsiveness of the proposal. The top three ranked firms were invited for an on-site demonstration. After the demonstrations, the top two finalists were identified and the City requested Best and Final Offers (BAFOs) from each. After review of the BAFOs, the City recommends awarding the contract to Tyler Technologies.

GOAL

The goal of the project is to identify best value replacement of the current RMS system.

COMMUNITY BENEFIT

The new system will better serve the Police department and the Schertz residents, as it includes components that will facilitate improved and faster reporting procedures, crime analytics and trends. All of this means that officers will spend less time on administrative duties and will thereby increase their presence in the community.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 23-R-121

FISCAL IMPACT

After Best and Final Offers, Tyler Technologies' proposal was the lowest cost and included the following:

One-Time Implementation Fees - \$291,170

Recurring Annual Fees - \$148,737. Tyler agreed to hold this cost firm for three years, after which it will increase by 3% through Year 5.

Total Yr 1 cost to implement: \$439,907.

Approximately \$400,000 was approved in FY 22/23 for this project. Estimated savings from the current RMS when its switched over is \$32,000 annually.

RECOMMENDATION

Staff recommends that City Council authorize a contract with Tyler Technologies for Police Records Management System.

Attachments

Resolution 23-R-121 - RMS

Tyler Proposal BAFO

RESOLUTION NO. 23-R-121

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH
TYLER TECHNOLOGIES FOR A POLICE RECORDS MANAGEMENT SYSTEM
AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the Police Department has a need to replace the current records management system; and

WHEREAS, the City solicited proposals from qualified vendors for records management systems; and

WHEREAS, after extensive analysis of the responses provided by each of the seven (7) prospective firms, City staff is confident that Tyler Technologies can provide the best service at the best value; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Tyler Technologies pursuant to the recommendation made by the Police Department and IT Staff.

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 contract with Tyler Technologies in an amount not to exceed \$500,000 in year one and \$150,000 in years 2-3. Recurring annual costs will increase by 3% in Years 4-5.

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 of Schertz, Texas

Schertz Police Records Management System

Tuesday, October 31, 2023

Best and Final Offer



5101 Tennyson Parkway
 Plano, Texas 75024
 P: (972) 713-3440
 www.tylertech.com

Tuesday, October 31, 2023

Ms. Jessica Kurz
 Director of Human Resources & Purchasing
 City of Schertz, TX
 1400 Schertz Parkway, Bldg. #2
 Schertz, Texas 78154

Dear Ms. Kurz,

Tyler Technologies, Inc. (Tyler) is pleased to provide our Best and Final Offer (BAFO) to the City of Schertz (City) for an integrated public safety system that includes Enterprise Public Safety software hosted by Tyler in the CJIS-compliant AWS GovCloud. With decades of experience in designing, developing, and delivering public sector software nationally, we look forward to the opportunity to enter into a contract with the City to implement the requested software and interfaces and provide professional services including project management, data archiving, testing, and training.

Tyler knows cities face tough budgetary choices in making capital purchases. Our BAFO proposal includes several pricing considerations to help make Tyler more affordable. We are reducing both one-time costs and recurring costs. Additionally, we are holding recurring costs constant for the initial 3-year pricing term and limiting increases for Years 4 and 5 at 3 percent rather than our normal 5 percent annual increases.

Please see the chart below for a summary of pricing changes contained in the enclosed quote:

	RFP Price	BAFO Price	Savings
One Time Costs	\$ 301,850	\$ 291,170	\$ 10,680
Recurring Costs (5 years)	159,458	148,737	10,721
	167,432	148,737	18,695
	175,802	148,737	27,065
	184,592	156,565	28,027
	193,822	164,480	29,342
Total Cost (5 years)	\$ 1,182,956	\$ 1,058,426	\$ 124,530

In addition to pricing considerations, Tyler would like the City to consider the many benefits that expanding your partnership with Tyler offers. First, we are a low-risk option as a financially stable company with a long history and good relationship with the City. Second, we offer robust integrations into the City’s existing Enforcement Mobile and Municipal Justice products, as well as the Enterprise Justice (Odyssey) system run by your three partner counties. Finally, as an experienced provider for

numerous Texas law enforcement agencies, we make regulatory compliance and state systems integration a relatively easy process. The City can count on Tyler to be a consistent provider of excellent service and innovative solutions for many years to come.

Should the City have any questions regarding this BAFO response, please contact:

Eric Burrell, Account Executive

5101 Tennyson Parkway

Plano, Texas 75024

(806) 789-6117

Eric.Burrell@tylertech.com

Tyler can provide a successfully proven and low-risk approach that will allow the City to quickly achieve the goals set forth for this project. We firmly believe that the Tyler solution combines the product, the experience, and the approach to fully meet the project's goals.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew B. Hittle". The signature is written in a cursive, flowing style.

Andrew Hittle

President, Public Safety Division

Investment Summary

Please refer to the BAFO investment summary on the following pages.



Sales Quotation For:
Quote Number:

Schertz Police Department
2022-429435-B2S7S5

ANNUAL/SAAS COSTS INCLUDED

Enterprise Public Safety

Law Enforcement Records Management System

- Enterprise Law Enforcement Records
- Use of Force
- Gangs
- Livescan Interface
- NCIC Interface
- Bookings
- Content Manager Core
- Citizen Reporting Interface
- Alarms
- Crash
- Pawn Shops
- Equipment and Inventory
- Public Safety Analytics (Performance Dashboard, Citizen Connect, Explorer, Analytics)

Mobile

- Enterprise Law Enforcement Mobile Server Software
- Field Reporting Site License
- LE Field Reporting
- LE Accident Reporting
- Field Investigation Field Reporting
- MCT Ticket Writer
- Stop Data Reporting

Other Software

- Enterprise Public Safety SaaS Fee
- Workstation License

Recurring Costs

- Data Archive

SERVICES INCLUDED

- Project Management
- Configuration
- Other One-Time Services (Training, Go-Live Support, etc.)
- Implementation
- Conversions

THIRD PARTY PRODUCTS INCLUDED

Enterprise Public Safety

Third Party

- Digital Camera for Mug Shots
- Bar Coding Scanner Kit w/Signature Pad
- Redundant VPN Appliance Bundle
- Embedded Third Party Software

SUMMARY COSTS		
	One-Time Fees	Recurring Fees
Software License Fees	\$ 0.00	\$ 148,737
Maintenance and Support on Licensed Software		\$0.00
Annual Costs		\$ 0.00
Professional Services	\$ 209,370.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 29,800.00	\$0.00
Estimated Travel Expenses	\$ 52,000.00	
Total	\$ 291,170.00	\$ 148,737.00

OPTIONAL CUSTOM SOFTWARE				
Description	Quantity	Unit	Total	Maint
Custom Interface to Crime Analysis (one-way)	1	\$ 14,400	\$ 14,400	\$ 0
Custom Interface to LEADS Online (two-way)	1	\$ 25,600	\$ 25,600	\$ 0
Custom Interface to Fusion Center (one-way)	1	\$ 38,400	\$ 38,400	\$ 0
Custom Interface to Regional Case Database (one-way)	1	\$ 14,400	\$ 14,400	\$ 0
Custom Interface from Parole/Probation (one-way)	1	\$ 16,800	\$ 16,800	\$ 0
Custom Interface to Central Square CAD Alarms (one-way)	1	\$ 16,800	\$ 16,800	\$ 0
Custom Interface to Central Square CAD Career Criminals (one-way)	1	\$ 16,800	\$ 16,800	\$ 0

CITY COUNCIL MEMORANDUM

City Council Meeting: December 19, 2023
Department: Fire Department
Subject: Resolution 23-R-135 - Authorizing the City Manager to enter into a Memorandum of Agreement with Joint Base San Antonio for the use of their fire training facilities (G.Rodgers/D.Kramer)

BACKGROUND

Joint Base San Antonio has agreed to enter into a Memorandum of Agreement to use their fire training facilities for firefighter training. These facilities have been utilized in the past, and this agreement would create more opportunities for Schertz Fire Rescue as it grows.

GOAL

To obtain licensure as an organization through the Texas Commission on Fire Protection to conduct basic firefighter training at facilities provided by Joint Base San Antonio.

COMMUNITY BENEFIT

This allows current and future Schertz firefighters to improve their skills.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that the City Council allow the City Manager to enter into this MOA with JBSA to use their firefighter training facilities.

RECOMMENDATION

Recommend approval of Resolution 23-R-135.

Attachments

Resolution 23-R-135

RESOLUTION NO. 23-R-135

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING A MEMORANDUM OF AGREEMENT FOR THE USE OF FIRE TRAINING FACILITIES WITH JOINT BASE SAN ANTONIO IN CONNECTION THEREWITH

WHEREAS, This memorandum of agreement is entered into by and between Joint Base San Antonio and the City of Schertz, a municipal corporation situated in Guadalupe County, Texas. Authority is granted pursuant to Chapter 352 of the Texas Local Government Code; and

WHEREAS, Schertz Fire Rescue desires to utilize the fire training facilities that are owned and operated by Joint Base San Antonio to conduct realistic firefighter training for new and experienced firefighters;

WHEREAS, the facilities are provided at no cost to the City of Schertz and utilized in accordance with attached Exhibit A and Exhibit B;

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

Section 1. The City Council hereby authorizes the City Manager to enter into the Memorandum of Agreement with Joint Base San Antonio for the use of the fire training facilities as outlined in Exhibit A and Exhibit B.

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.

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

Section 9. The 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 the event such conflicting provisions, if any, are hereby repealed.

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

I. Parties

The City of Schertz, Texas (“City” or “Fire Department”), with its City Hall located at 1400 Schertz Pkwy., Schertz, Texas 78154, and Joint Base San Antonio Fire Emergency Services (“JBSA”), specifically Fire Station 8 located at JBSA – Randolph AFB.

II. Purpose

The City and JBSA enter into this memorandum of understanding (“MOU”) in order to express the specifics of their intent for the Schertz Fire Department (“Fire Department”) to use JBSA’s training tower and live burn facility in order to conduct fire-training exercises.

III. Terms

1. The Fire Department currently does not have a training tower or live burn facility on site. The Fire Department would like to access and use the training and burn facility located at JBSA – Randolph AFB for the purpose of conducting fire-training and exercises.
2. JBSA agrees to allow the Fire Department to conduct training exercises at its facility, subject to reasonable scheduling.
3. The City agrees that prior to conducting any training exercises the Fire Department will contact JBSA – Randolph AFB to schedule a time to use the tower and facility, in advance or consistent with JBSA protocols on schedules.
4. The City agrees that the Fire Department will provide its own individual training equipment and materials for each trainee attending.
5. The City agrees that the Fire Department will clean the facilities once the Fire Department has finished training.

IV. Termination

1. There is no term limitation to this MOU, but either party may terminate the MOU upon fourteen (14) days written notice to the other party.
2. This MOU shall not be modified or revoked except upon written consent by JBSA and the City.

EXHIBIT A

Agreed:

Steve Williams
City Manager, City of Schertz, Texas

Date

STEPHEN P. EMBROSKI, Lt Col, USAF
Commander, 902d Civil Engineer Squadron

Date

EXHIBIT B

STAFF SUMMARY SHEET							
	TO	ACTION	SIGNATURE (<i>Surname</i>), GRADE AND DATE		TO	ACTION	SIGNATURE (<i>Surname</i>), GRADE AND DATE
1				6			
2				7			
3				8			
4				9			
5				10			
SURNAME OF ACTION OFFICER AND GRADE			SYMBOL	PHONE		TYPIST'S INITIALS	SUSPENSE DATE
SUBJECT							DATE
SUMMARY							

CITY COUNCIL MEMORANDUM

City Council Meeting: December 19, 2023
Department: Executive Team
Subject: Resolution 23-R-138 - Authorizing a Schertz Main Street Local Flavor Economic Development Grant for 409 Main Street. (S.Williams/B.James)

BACKGROUND

The owner of the property at 409 Main, currently Bar 1899, is requesting a Main Street Local Flavor Grant for \$12,969.47 for sewer replacement work. The owner has applied for 3 grants over the past three years, for which the owner has received \$19,150.00 in matching grant funds. A prior tenant received \$6,500.00 in grants and the current tenant has a grant approved for up to \$5,000.00. Properties are eligible to receive up to \$40,000.00 over a five-year period. The estimated cost of the sewer work is nearly \$40,000. The City will match up to 50% capped at the \$12,969.47.

GOAL

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

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 23-R-138, approving a Schertz Main Street Local Flavor Economic Development Grant for up to \$12,969.47 for 409 Main Street.

FISCAL IMPACT

The maximum fiscal impact of approving of this grant is \$12,969.47. The City budgets \$50,000.00 annually for the Main Street Grant Local Flavor Economic Development program. The City has paid \$5,500.00 in Schertz Main Street Local Flavor Economic Development grants this year (and \$9,000.00 in historic grants that come from a separate source of funds). The current outstanding liabilities for the Schertz Main Street Local Flavor Economic Development Grant programs total \$39,283.38. Approval of this grant would bring the total outstanding liabilities to \$52,252.85. While this is above the \$44,500.00 of funding left, the City has traditionally either tapped into Contingency Funds or submitted a budget adjustment to Council for approval. One aspect of this program is that the property owner has a year to complete the work (or seek re-approval), so grants can extend past a fiscal year.

RECOMMENDATION

Approval of Resolution 23-R-138.

Attachments

Res 23 R 138 w attachment

RESOLUTION NO. 23-R-138

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 \$12,969.47;

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 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 Joe, Frances and Jolean Huerta, (ENTITY).

WHEREAS, the ENTITY has developed a proposal to Make additional improvements and repairs, including roof work at 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 Joe, Frances and Jolean Huerta (ENTITY).

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

GENERAL PROVISIONS

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

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

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

Section 4. Authorization of Payment. Subject to the ENTITY'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ENTITY up to fifty percent (50%) of the Project up to a maximum of \$12,969.47 the maximum allowable under the grant program that caps grants at no more than \$40,000.00 over a five-year period. The sewer work falls under the Systems Grant and the project is estimated to be approximately \$39,056.80 with the grant capped at \$12,969.47 as the maximum amount to be paid by this grant. Payment will be made within forty-five (45) days of acceptance of the complete Post Event Report. Partial or incomplete reports will not be accepted. Only expenditures that meet Chapter 351 of the Tax Code and this AGREEMENT shall be reimbursed.

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

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

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

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

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

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

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

to the CITY at:

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

To 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

ENTITY

City Manager

(Joe Huerta)

(Frances Huerta)

(Jolean Huerta)

ATTEST:

City Secretary

EXHIBIT A

[Describe the project to be performed]

FINAL SUBMISSION FORM

SOLD TO:
(WHO'S PAYING)

Joe Huerta

409 Main St

Shertz Texas 78154

PH# (210) 508-9456

EMAIL Joe.huerta1611@gmail.com

LOCATION:
(WHERE ARE WE DOING THE WORK)

PH# _____
FAX# _____

(Circle one) TUNNEL SEWER LINE REROUTE HVAC

TITLE: Sanitary Sewer Replacement

TO INCLUDE:

- ____ City Per mt / administration \$ 673.00
- ____ Demo fence and haul off / dump fees \$ 1,299.00
- ____ Demo up to 106 ft. of concrete w/ haul off \$ 4,200.00
- ____ Excavation up to 160 ft. \$ 8,580.00
- ____ Sanitary Sewer Installation / back water valve \$ 1,808,753.26
- ____ City Inspection \$ 199.00
- ____ Cover up Sanitary Sewer line. \$
- ____ Replacement side walk up to 50 ft. \$ 4,160.00
- ____ final clean up and haul off \$ 4,744.00
- ____ Fencing / Safety / Shoring equipment \$ 5,842.71
- ____ Crane / Crane operator / Rigs / Rigging \$ 2,609.83

TOTAL: 39,056.80

TO EXCLUDE: (check those that apply)

- After hours/weekends/holidays
- Pipe located in concrete (beams)
- Depths in excess of 4'
- Sheetrock/paint/wood/cosmetic repairs
- Applicable sales tax
- Other Utilities unmarked
- Hard dirt/rock/large roots
- Grass/landscape replacement
- Inability to turn off water
- Above grade repairs
- Unmarked/miss marked lines cable,gas,phone,etc.
- Condition of existing pipe
- Depths in excess of 2'
- Inability to gain proper fall
- Any work not noted

DRAW SCHEDULE: 50% _____
40% _____
10% _____

70% on occupancy 50% 30 after inspection
City
\$ 27,339.76 \$ 11,717.04 Final.

CITY COUNCIL MEMORANDUM

City Council Meeting: December 19, 2023
Department: Executive Team
Subject: Resolution 23-R-139 - Authorizing the City Manager to accept an approximately 13.07 acre tract of land located on the south side of Schaefer Road, approximately 1,715 feet east of the intersection with FM 1518. (S.Williams/B.James)

BACKGROUND

A few weeks ago, the City was approached by a representative of the owner of an approximately 13 acre property located at 11958 Schaefer Road, on the south side of Schaefer Road and 1,715 feet east of FM 1518 about wanting to donate the property to the City.

The property was formerly used as a maintenance shop and storage yard for an asphalt/paving business. There is paving on the property as well as a double-wide trailer that was used as an office. The environmental report indicates a portion of the property was used as an excavation site and partially filled by the mid 1970s. The property is zoned PRE - Predevelopment District.

Staff have visited the site and has started researching it. The owner has provided a Phase 1 and Phase 2 environmental report that staff is reviewing. The representative of the owner indicated that he had been trying to sell it for some time. As noted above, the property had been used by an asphalt/paving company, but when that closed and a new business did not start within 6 months, the property lost its nonconforming use status and rezoning would be needed prior to nearly any other use occurring. The proximity of the surrounding residential uses does not lend itself to an industrial type of business - a residential development would be more compatible, as would some city uses.

Staff is not clear how the City might utilize the property yet, but it will probably be in need of property in the southern part of the City in the future. As such, staff is seeking authorization to accept the property. To be clear, staff is still doing due diligence work and could decide not to accept it, but given the limited Council meetings with the holidays, Staff is seeking approval.

GOAL

Acquire land that can be used in the future for uses appropriate to the area and needed in the community.

COMMUNITY BENEFIT

Accepting donated land allows opportunities for the City to provide or cause to provide needed services and amenities to the community.

SUMMARY OF RECOMMENDED ACTION

Approval of the resolution would authorize the City Manager to execute all documents to accept the property, should that be Staff's final recommendation after completing due diligence work.

FISCAL IMPACT

The property owner has offered to donate the land to the City with the City paying closing costs. The land has an assessed value of \$397,650.00 by the Bexar County Appraisal District. The structure is assessed at an additional \$117,350.00. Staff has a rough estimate of about \$85,000.00 to remove the existing asphalt. Staff is not sure whether the structure can be easily used or would have it removed.

RECOMMENDATION

Approval of Resolution 23-R-139.

Attachments

Res 23 R 139 w attachments

Aerial of Property

RESOLUTION NO. 23-R-139

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE ACCEPTANCE OF A PROPERTY DONATION, GENERALLY 13.07 ACRES LOCATED ON THE SOUTH SIDE OF SCHAEFER ROAD, APPROXIMATELY 1,720 FEET EAST OF FM 1518.

WHEREAS, the owner of the property located at 11958 Schaefer Road has offered to donate the property to the City of Schertz; and

WHEREAS, this approximately 13.07 acre property, zoned PRE – Predevelopment district is located in the City of Schertz; and

WHEREAS, the growth of the City of Schertz causes the City to need additional land to provide needed services and amenities in the City; and

WHEREAS, the City Staff has begun reviewing background information on the property, including conducting a site visit; and

WHEREAS, City Staff believe the property could be of use in the future for City facilities, or could be used as some public/private partnership; and

WHEREAS, the City Staff are recommending the City accept the donation of this property.

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

Section 1. The City Council hereby authorizes the City manager to execute the necessary documents to accept the property as described in Exhibit “A” and depicted in Exhibit “B”.

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

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT "A"

Subject Property Description

Sinclair Land Surveying, Inc.

5000 NW Industrial
Leon Valley, Texas 78238
210-341-4518
TBPELS Firm No. 10089000

May 16, 2022

13.07 acres out of the
Miles S Bennett Survey No. 75
Abstract 61
City of Schertz

THE STATE OF TEXAS
COUNTY OF BEXAR

METES AND BOUNDS DESCRIPTION OF A SURVEY OF

13.07 acres out of the Miles S Bennett Survey No. 75, Abstract 61, City of Schertz, Bexar County, Texas, being a portion of that 13.310-acre tract of land described in deed of record in Volume 9273 at page 1030 of the Official Public Records of Bexar County, Texas and being more particularly described by metes and bounds, as surveyed, as follows:

Beginning at an Yz'' iron bar found set in the ground in the northeast right-of-way line of Hillbrook Drive, the south corner of a 13.310-acre tract of land described in deed of record in Volume 9273 at page 1030 of the Official Public Records of Bexar County, Texas and the west corner of a 7.009-acre tract of land described in deed of record in Document Number 20090122866 of the Official Public Records of Bexar County, Texas, for the south corner of this tract, whence an Yz'' iron bar found set in the ground, the south corner of said 7.009-acre tract, bears $S 30^{\circ}20'15'' E$ a distance of 587.47 feet;

Thence $N 30^{\circ}15'32'' W$ (called $N 29^{\circ}58'11'' W$) with the northeast right-of-way line of Hillbrook Drive and the southwest boundary line of said 13.310-acre tract a distance of 923.73 feet to an

Yi" iron bar with an orange cap marked "SLS RPLS 5142" set in the ground at the point of intersection of the northeast right-of-way line of Hillbrook Drive and the southeast right-of-way line of Schaefer Road, the south corner of a 0.129-acre tract of land described in deed of record in Document Number 20110145219 of the Official Public Records of Bexar County, Texas, for the west corner of this tract;

Thence N 59°34'4 1" E (called N 60°02' E) crossing said 13.310-acre tract with the southeast right-of-way line of Schaefer Road and the southeast boundary line of said 0.129-acre tract a distance of 515.59 feet (called 513.45 feet) to an "x" chiseled in concrete in the northeast boundary line of said 13.310-acre tract, the east corner of said 0.129-acre tract and the west corner of a 30-foot road Easement described in deed of record in Volume 7522 at page 363 of the Deed Records of Bexar County, Texas, for the north corner of this tract;

Thence S 42°10'32" E (called S 41°53'10" E) with the northeast boundary line of said 13.310-acre tract and the southwest boundary line of said 30-foot road easement a distance of 797.64 feet to an Yz" iron bar found set in the ground a corner of said 13.310-acre tract and a corner of said 30-foot road Easement, for a corner of this tract;

Thence S 62°24'29" E (called S 62°07'08" E) with a northeast boundary line of said 13.310-acre tract and a southwest boundary line of said 30-foot road easement a distance of 109.21 feet (called 109.21 feet) to an Yz" iron bar with an orange cap marked "SLS RPLS 5142" set in the ground, a corner of said 13.310-acre tract and a corner of said 30-foot road Easement, for a corner of this tract;

Thence S 63°41'50" E (called S 63°24'29" E) with a northeast boundary line of said 13.310-acre tract and a southwest boundary line of said 30-foot road easement a distance of 71.54 feet (called 71.54 feet) to an Yz" iron bar with a yellow cap marked "Sunbelt" found set in the ground in the northwest boundary line of a 9.64-acre tract of land described in deed of record in Volume 2628 at page 508 of the Deed Records of Bexar County, Texas, the east corner of said 13.310-acre tract and the south corner of said 30-foot road easement, for the east corner of this tract;

Thence S 60°19'31" W (called S 60°36'45" W) with a southeast boundary line of said 13.310-acre tract and the northwest boundary line of said 9.64-acre tract a distance of 256.34 feet (called 256.29 feet) to an Yz" iron bar found set in the ground, a corner of said 13.310-acre tract, the west

comer of said 9.64-acre tract and the north comer of said 7.009-acre tract, for a comer of this tract;

Thence S 60°16'06" W (called S 60°33'30" W) with the southeast boundary line of said 13.310-acre tract and the northwest boundary line of said 7.009-acre tract a distance of 521.52 feet (called 521.57 feet) to the point of beginning.

Save and Except:

11/1 5ths interest in and to a 0.118-acre well tract designated as Exhibit "E" described in deed of record in Volume 2975 at page 2136 of the Deed Records of Bexar County, Texas.

Containing 13.07 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.

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

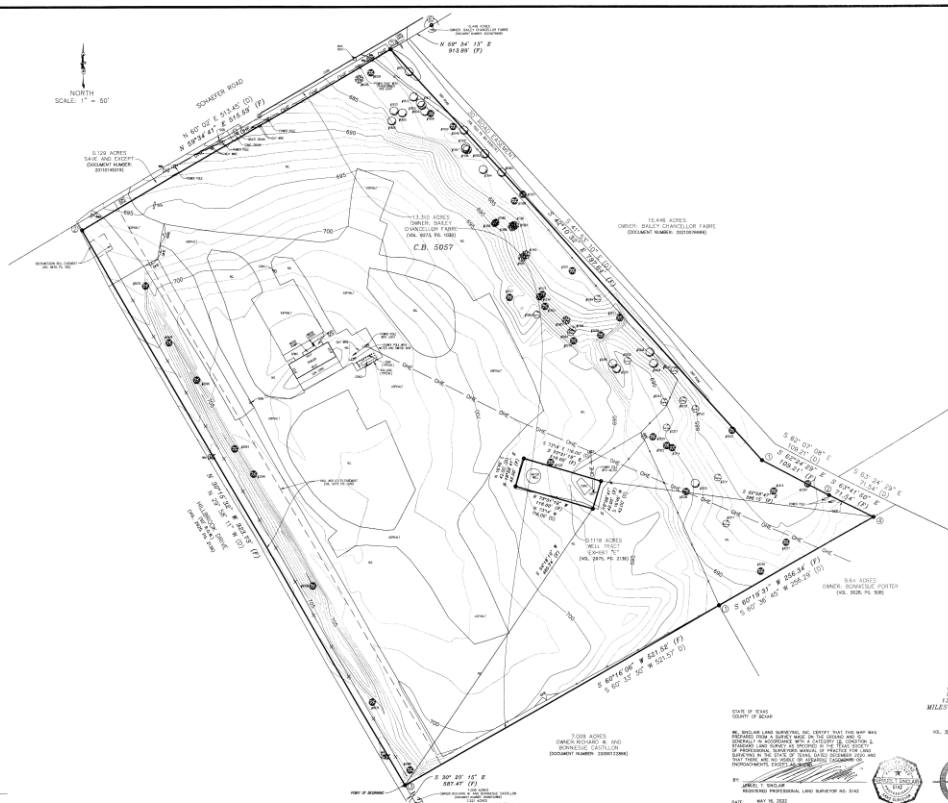
EXHIBIT "B"

Subject Property Depiction

THE BOUNDARY AND THE CORNER
 POINTS OF THE TRACT ARE
 PLANNED TO BE THE SAME AS
 SHOWN ON THE PLAN.

NO.	DESCRIPTION
1	1/4 SECTION 16
2	1/4 SECTION 17
3	1/4 SECTION 18
4	1/4 SECTION 19
5	1/4 SECTION 20
6	1/4 SECTION 21
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83	1/4 SECTION 98
84	1/4 SECTION 99
85	1/4 SECTION 100

NORTH
 SCALE: 1" = 50'



AREA: 13.07 ACRES

ADDRESS: 1308 & SCHWARTZ RD.
 DRAWN BY: J. J. O'NEIL, CIVIL ENGINEER

7.000 ACRES
 (DUNCANVILLE FARM)
 (DOCUMENT NUMBER 138807386)

STATE OF TEXAS
 COUNTY OF BEXAR

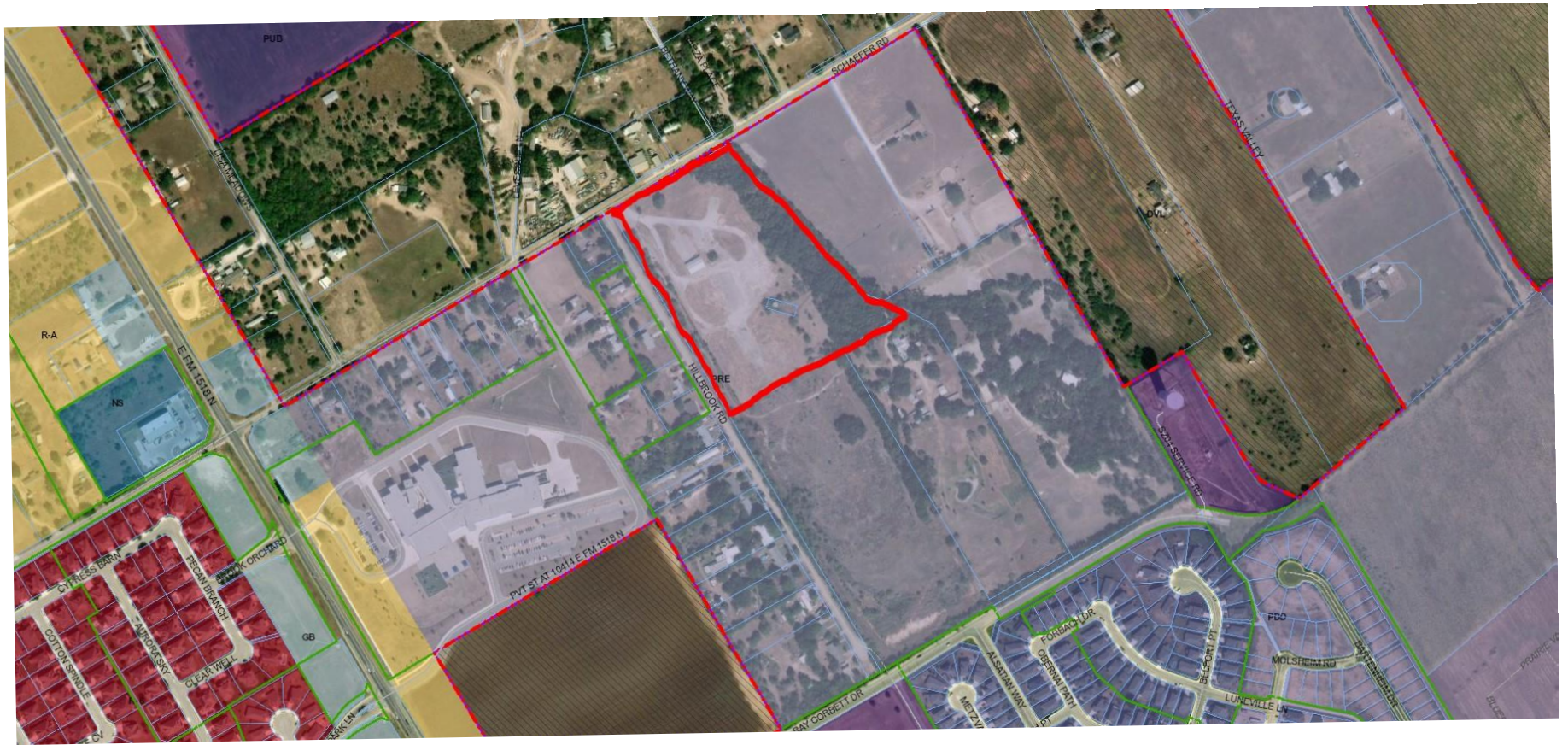
OVERLAY IN CONNECTION WITH
 STANLEY LAND SURVEY OF
 13.27 ACRES OUT OF THE
 MILES 2 BENSLEY SURVEY NO. 75
 BEXAR COUNTY TEXAS

BY: JAMES M. WELLS
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 3142
 DATE: MAY 10, 2002



- ① 1/4 SECTION 16
- ② 1/4 SECTION 17
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CITY COUNCIL MEMORANDUM

City Council Meeting: December 19, 2023
Department: Parks, Recreation & Community Service
Subject: Resolution 23-R-136 - Authorizing the City Manager to accept an approximately 5.913 acre tract of land located on the southwest side of FM 1518 at the intersection of FM 1518 and Nell Deane Blvd. (S. Gonazalez/L. Shrum)

BACKGROUND

The City was contacted by the owner of an approximately 5.913 acre property located on the southwest side of FM 1518, at the intersection of FM 1518 and Nell Deane Blvd. about wanting to donate the property to the City. The property is vacant land and the owner has been trying to sell it for some time. The property is zoned GB-2 (General Business II) but is almost entirely in the regulatory floodway. The owner of the property is a former Parks & Recreation Advisory Board member and would like to see the land used as parkland and open space. The property is along the Cibolo Creek Trail corridor, which is a strategic area where future trails are planned to interconnect with the other bordering cities' trail systems.

Staff have visited the site and has started researching it. There appear to be some title issues and/or incorrect polygons on the Guadalupe CAD site and staff is engaging the city's real estate agent to work with the owner on correcting these before acceptance. To be clear, staff is still doing due diligence work and could decide not to accept it, but given the limited Council meetings with the holidays, Staff is seeking approval.

Staff did present the potential donation to the Parks & Recreation Advisory Board at their meeting on September 25, 2023 and the board recommended accepting the land donation.

GOAL

Acquire land that can be used in the future for uses appropriate to the area and needed in the community.

COMMUNITY BENEFIT

Accepting donated land allows opportunities for the City to provide needed services and amenities to the community.

SUMMARY OF RECOMMENDED ACTION

Approval of the resolution would authorize the City Manager to execute all documents to accept the property, should that be Staff's final recommendation after completing due diligence work.

FISCAL IMPACT

The property owner has offered to donate the land to the City with the City paying closing costs. The land has an assessed value of \$179,047 by the Guadalupe County Appraisal District.

RECOMMENDATION

Approve Resolution 23-R-136.

Attachments

Resolution 23-R-136 with attachment

RESOLUTION NO. 23-R-136

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE ACCEPTANCE OF A PROPERTY DONATION, GENERALLY 5.913 ACRES LOCATED ON THE SOUTHWEST SIDE OF FM 1518 AT THE INTERSECTION OF FM 1518 AND NELL DEANE BLVD.

WHEREAS, the owner of the property located on the southwest side of FM 1518 at the intersection of FM 1518 and Nell Deane Blvd. has offered to donate the property to the City of Schertz; and

WHEREAS, the approximately 5.913 acre property, zoned GB-2 is located in the City of Schertz; and

WHEREAS, the growth of the City of Schertz causes the city to need additional land to provide needed services and amenities in the City; and

WHEREAS, the City Staff has begun reviewing background information on the property, including conducting a site visit; and

WHEREAS, City Staff believe the property could be of use for parkland and open space on the Cibolo Creek Trail corridor; and

WHEREAS, the Schertz Parks & Recreation Advisory Board recommended the acceptance of the property at their September 25, 2023 meeting; and

WHEREAS, City Staff are recommending the City accept the donation of this property.

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

Section 1. The City Council hereby authorizes the City Manager to execute the necessary documents to accept the property as depicted 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

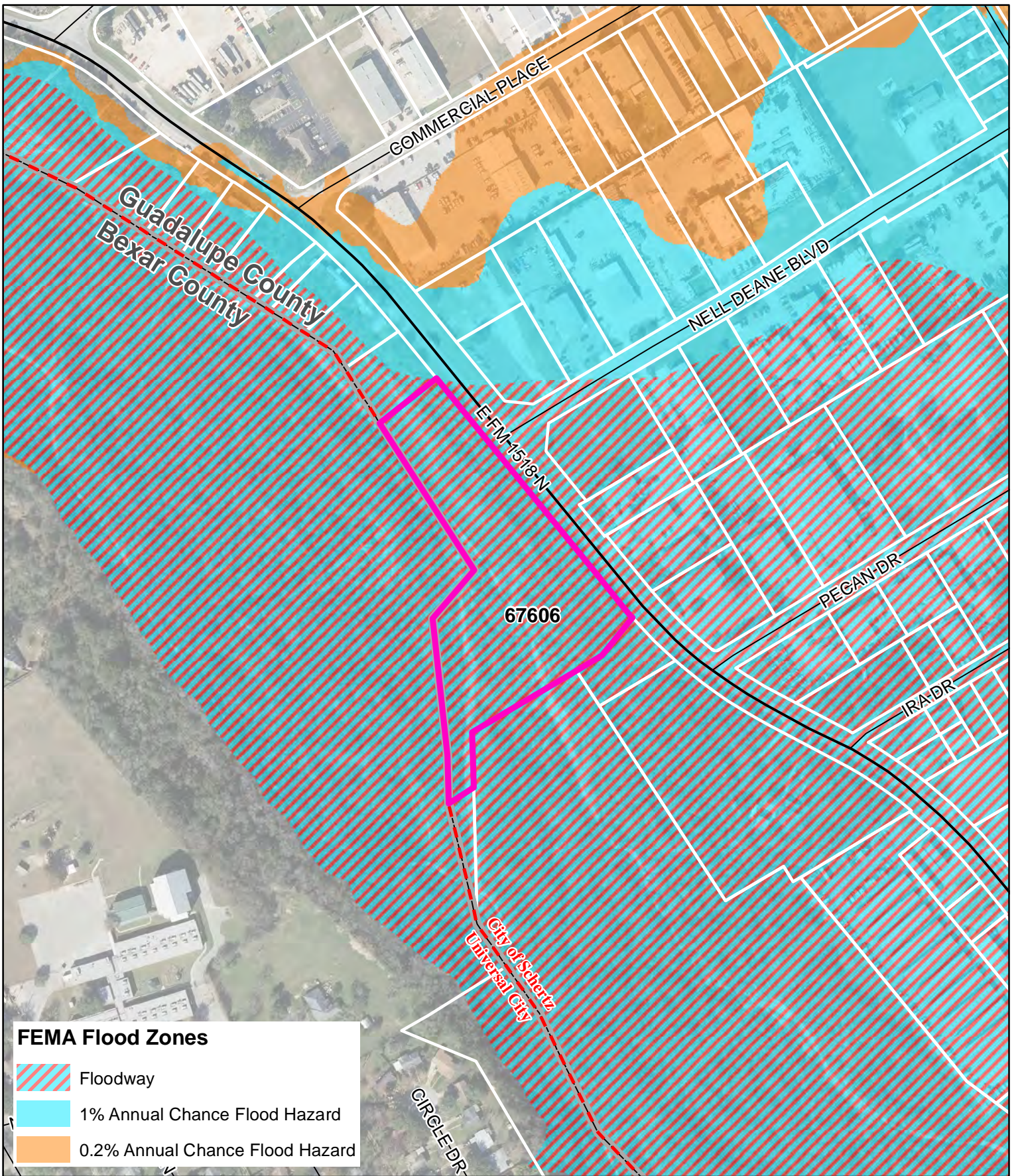
Ralph Gutierrez, Mayor

ATTEST:




Sheila Edmondson, City Secretary

(CITY SEAL)

Exhibit A – Property Description



FEMA Flood Zones

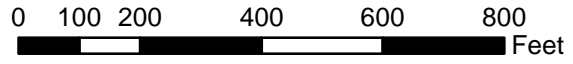
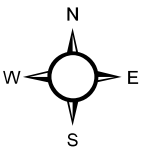
-  Floodway
-  1% Annual Chance Flood Hazard
-  0.2% Annual Chance Flood Hazard

SCHERTZ
 COMMUNITY • SERVICE • OPPORTUNITY

December 15, 2023

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Exhibit A



CITY COUNCIL MEMORANDUM

City Council Meeting: December 19, 2023
Department: Executive Team
Subject: Discussion and Action regarding the upcoming City of Schertz appointment to the Schertz Seguin Local Government Corporation (SSLGC) (S.Williams/B.James/L.Busch)

BACKGROUND

The Schertz Seguin Local Government Corporation (SSLGC) was formed in 1999 to provide drinking water to the cities of Schertz and Seguin. SSLGC has a five-member board each with a five-year term. The member cities alternate filling the five seats with one of them expiring each year. Schertz needs to appoint a new board member to the SSLGC Board of Directors with a term beginning January 1, 2024, and ending December 31, 2028. This will be the third appointee by the City of Schertz, with the current appointees being Richard Dziewit and Richard Braud.

Any qualified resident from the City of Schertz can be appointed to this position. A question has arisen as to whether a current City Councilmember could serve, something that has not occurred in the past, from either City as far as staff is aware. While there does not appear to be a clear prohibition, the individual would need to consider any potential conflicts as any appointment could be challenged and reviewed. Often, Schertz is called upon to take action on SSLGC matters and potential conflicts and legal concerns exist, but again this does not appear to prohibit the appointment of active elected or appointed positions or constitute Dual Office Holding.

CITY COUNCIL MEMORANDUM

City Council Meeting: December 19, 2023
Department: Executive Team
Subject: Approval of the Classification and Compensation Implementation Plan (S. Williams/S.Gonzalez/J.Kurz)

BACKGROUND

As presented to Council at the Pre-Budget Retreat in March 2023 and affirmed through the budget process, the top budget priority for FY 23-24 was employee compensation. At the June 20, 2023 City Council meeting, Council approved an agreement with Public Sector Personnel Consultants (PSPC) to conduct a comprehensive classification and compensation study. The primary goal of the study was aligning baseline compensation with the market, which will help to recruit and retain qualified staff. In addition to market evaluation, the study provided an opportunity to evaluate the City's job titles and job descriptions.

The Public Safety Pay Plan was redesigned to address concerns with the current plan. These concerns include narrow pay scales; for example, at the officer rank the current pay scale range is approximately \$57,700 - \$70,000, a 21% range. The proposed pay scale now extends the range to approximately 37%. These broader ranges increase earning potential at each rank. Additionally, the proposed plan does not include overlap between the ranks, which will further address the existing compression issue. Lastly, the new pay plan offers a 4% increase every year, while the current plan averages 3.25% every two years. Due to this change, Public Safety will no longer receive merit increases and these planned step increases would begin in FY 24-25. This new pay plan will bring all Public Safety entry level positions up to market.

Key findings to note:

- Public Safety makes up 44% of the workforce and approximately 59% of the total cost will be to implement the Public Safety Pay Table.
- Sworn/Certified Police, Fire and EMS employees will be placed in the new Public Safety step plans according to their current earned step.

Additional results from the study include:

- The City will maintain two separate pay plans – Unified (non-public safety) and Public Safety (sworn/certified personnel).
- Job titles and job questionnaires were reviewed for every position. Some job titles are going to change so that they better reflect the work being performed.
- Pay grades for 77% of the non-public safety jobs surveyed were 5% or more below market. These positions will be adjusted upward to the appropriate grade.
- In-grade progressions will be used to place employees in the new pay grades with a cap at mid-point. Placement considers time in position and employee's pay rate within their pay grade. Factors such as salary at time of hire and amount of progression in the grade may exclude some employees from receiving an in-grade progression. This applies to the Unified Pay Plan only.
- Department Head positions and higher will be given a lower increase than the market rate study proposes.

Study implementation will be effective 12/30/2023 and employees will see pay adjustments (if applicable) on the January 19, 2024 pay date. Employees will also receive individual notification of title and/or pay changes (as applicable). For those employees in the Unified Pay Plan, merit is not budgeted in the current FY 23-24 budget and the plan is to budget for one in FY 24-25.

GOAL

To approve the implementation plan of the proposed classification and compensation plan.

COMMUNITY BENEFIT

By having properly classified positions and offering competitive total compensation packages, Schertz will be better situated in the market to recruit and retain top talent.

SUMMARY OF RECOMMENDED ACTION

Recommend Council approval of the Classification and Compensation Implementation Plan.

FISCAL IMPACT

\$1.9 million was allocated in the FY 23-24 budget to implement the results of the classification and compensation study. However, the actual cost is approximately \$2.3 million. Staff anticipates being able to absorb this amount in the annual budget through budgetary savings and additional revenues.

RECOMMENDATION

Recommend Council approval of the Classification and Compensation Implementation Plan.

Attachments

- Draft Public Safety Pay Tables
 - Draft Non-Public Safety Title Changes-Grade Placement
 - PSPC Class Comp Presentation
-

POLICE PAY SCHEDULE

Effective 12/30/2023

POLICE CADET

	Step 1
Hourly	\$27.89
Annual	\$58,000

POLICE OFFICER

4% Steps	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Hourly	\$30.05	\$31.25	\$32.50	\$33.80	\$35.15	\$36.56	\$38.02	\$39.54	\$41.12
Annual	\$62,500	\$65,000	\$67,600	\$70,304	\$73,116	\$76,041	\$79,082	\$82,246	\$85,536

POLICE SERGEANT

4% Steps	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$42.77	\$44.48	\$46.26	\$48.11	\$50.03
Annual	\$88,957	\$92,515	\$96,216	\$100,065	\$104,067

POLICE LIEUTENANT

4% Steps	Step 1	Step 2	Step 3	Step 4
Hourly	\$52.03	\$54.11	\$56.28	\$58.53
Annual	\$108,230	\$112,559	\$117,061	\$121,744

*Annual amounts do not include overtime or any other types of pay (e.g. incentive, assignment, longevity, etc.).

FIRE PAY SCHEDULE

Effective 12/30/2023

FIREFIGHTER

4% Steps	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	\$21.41	\$22.26	\$23.15	\$24.08	\$25.04	\$26.05	\$27.09	\$28.17
Annual	\$59,000	\$61,360	\$63,814	\$66,367	\$69,022	\$71,783	\$74,654	\$77,640

FIRE APPARATUS OPERATOR

4% Steps	Step 1	Step 2	Step 3	Step 4
Hourly	\$29.30	\$30.47	\$31.69	\$32.96
Annual	\$80,746	\$83,975	\$87,334	\$90,828

FIRE LIEUTENANT

****Deputy Fire Marshal**

4% Steps	Step 1	Step 2	Step 3	Step 4
Hourly	\$34.27	\$35.65	\$37.07	\$38.55
Annual	\$94,461	\$98,239	\$102,169	\$106,256

FIRE CAPTAIN

	Step 1
Hourly	\$40.10
Annual	\$110,506

FIRE BATTALION CHIEF

****Fire Training and Safety Officer**

****Fire Marshal**

4% Steps	Step 1	Step 2	Step 3
Hourly	\$40.10	\$41.70	\$43.37
Annual	\$110,506	\$114,926	\$119,523

**Annual amounts do not include overtime or any other types of pay (e.g. incentive, assignment, longevity, etc.).*

***Annual amounts based on 2,756 hours/year.*

****Additional titles with rank. Hourly rate is determined by dividing Annual by 2,080 hours, plus a 12.6% differential.*

EMS PAY SCHEDULE

Effective 12/30/2023

EMT

4% Steps	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly (24)	\$16.69	\$17.36	\$18.05	\$18.77	\$19.52	\$20.31	\$21.12
Hourly (12)	\$24.28	\$25.25	\$26.26	\$27.31	\$28.40	\$29.54	\$30.72
Annual	\$55,556	\$57,778	\$60,089	\$62,493	\$64,993	\$67,592	\$70,296

PARAMEDIC

**MIH Paramedic

**EMS Instructor

4% Steps	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly (24)	\$21.60	\$22.46	\$23.36	\$24.30	\$25.27	\$26.28
Hourly (12)	\$31.41	\$32.67	\$33.97	\$35.33	\$36.75	\$38.22
Annual	\$71,885	\$74,760	\$77,751	\$80,861	\$84,095	\$87,459

EMS LIEUTENANT

**Community Health Coordinator

**Training Coordinator

4% Steps	Step 1	Step 2	Step 3	Step 4
Hourly (24)	\$27.33	\$28.42	\$29.56	\$30.74
Hourly (12)	\$39.75	\$41.34	\$42.99	\$44.71
Annual	\$90,957	\$94,596	\$98,380	\$102,315

EMS BATTALION CHIEF

4% Steps	Step 1	Step 2	Step 3
Hourly (24)	\$31.97	\$33.25	\$34.58
Hourly (12)	\$46.50	\$48.36	\$50.29
Annual	\$106,407	\$110,664	\$115,090

**Annual amounts include scheduled overtime, but does not include or any other types of pay (e.g. incentive, assignment, longevity, etc.).*

***Additional titles with rank.*

**City of Schertz, TX
FY24 Proposed Salary Plan - High to Low Order**

--Current--	--Recommended--	Current Grade	-- Recommended --			
Occupational Job Families and Job Classes	Occupational Job Families and Job Classes		Grade	Minimum	Midpoint	Maximum
City Manager	City Manager	UNC	UNC	-	-	-
* City Secretary	City Secretary	UNC	UNC	-	-	-
Deputy City Manager	Deputy City Manager	140	144	\$168,963	\$207,108	\$245,252
* Assistant City Manager	Assistant City Manager	139	142	\$153,255	\$187,853	\$222,451
* EMS Chief	EMS Chief	135	140	\$139,006	\$170,388	\$201,769
* Fire Chief	Fire Chief	135	140	\$139,006	\$170,388	\$201,769
* Police Chief	Police Chief	135	140	\$139,006	\$170,388	\$201,769
* City Engineer	City Engineer	135	139	\$132,386	\$162,276	\$192,166
* Director of Finance	Director of Finance	135	139	\$132,386	\$162,276	\$192,166
* Director of Human Resources	Director of Human Resources and Purchasing	134	139	\$132,386	\$162,276	\$192,166
* Director of Information Technology	Director of Information Technology	135	139	\$132,386	\$162,276	\$192,166
Director of Internal Services	Director of Internal Services	135	139	\$132,386	\$162,276	\$192,166
* Director of Library	Director of Library	131	139	\$132,386	\$162,276	\$192,166
* Director of Parks, Recreation, and Community Services	Director of Parks, Rec and CS	133	139	\$132,386	\$162,276	\$192,166
* Director of Planning and Community Development	Director of Planning and Community Development	135	139	\$132,386	\$162,276	\$192,166
* Director of Public Affairs	Director of Public Affairs	131	139	\$132,386	\$162,276	\$192,166
* Director of Public Works	Director of Public Works	135	139	\$132,386	\$162,276	\$192,166
* Executive Director of Economic Development	Executive Director of Economic Development	135	139	\$132,386	\$162,276	\$192,166
SSLGC General Manager	SSLGC General Manager	136	139	\$132,386	\$162,276	\$192,166
Assistant Director of Finance	Assistant Director of Finance	131	135	\$108,923	\$133,506	\$158,090
Assistant Fire Chief	Assistant Fire Chief	131	135	\$108,923	\$133,506	\$158,090
Assistant Police Chief	Assistant Police Chief	131	135	\$108,923	\$133,506	\$158,090
Assistant EMS Chief	Assistant EMS Chief	131	135	\$108,923	\$133,506	\$158,090
SSLGC Assistant General Manager	SSLGC Assistant General Manager	132	135	\$108,923	\$133,506	\$158,090
-	Senior Engineer - P.E.	UNC	133	\$98,795	\$121,093	\$143,392
Chief Building Official	Chief Building Official	128	131	\$89,610	\$109,835	\$130,060
* Engineer - P.E.	Engineer - P.E.	128	131	\$89,610	\$109,835	\$130,060
* Water/Wastewater Manager	Water/Wastewater Superintendent	130	130	\$85,343	\$104,605	\$123,867
Human Resources Manager	Human Resources Manager	125	128	\$77,409	\$94,881	\$112,352
Deputy Director of Economic Development	Deputy Director of Economic Development	128	128	\$77,409	\$94,881	\$112,352
* Emergency Management Coordinator	Emergency Management Coordinator	128	128	\$77,409	\$94,881	\$112,352
* Planning Manager	Planning Manager	127	128	\$77,409	\$94,881	\$112,352
* Senior Systems Administrator	Senior Systems Administrator	124	128	\$77,409	\$94,881	\$112,352
* Streets and Drainage Manager	Streets and Drainage Superintendent	126	128	\$77,409	\$94,881	\$112,352
* Court Administrator	Court Administrator	124	127	\$73,723	\$90,363	\$107,002
* Facilities Manager	Facilities Maintenance Superintendent	127	127	\$73,723	\$90,363	\$107,002
Fleet Manager	Fleet Superintendent	123	127	\$73,723	\$90,363	\$107,002
* Purchasing Manager	Purchasing Manager	125	127	\$73,723	\$90,363	\$107,002
* SCADA Technician	SCADA Administrator	125	127	\$73,723	\$90,363	\$107,002
* Parks Manager	Parks Superintendent	123	127	\$73,723	\$90,363	\$107,002
Public Safety Systems Administrator	Systems Administrator	120	125	\$66,869	\$81,961	\$97,053
Neighborhood Services Manager	Neighborhood Services Manager	122	125	\$66,869	\$81,961	\$97,053
Plans Examiner	Plans Examiner	119	125	\$66,869	\$81,961	\$97,053
* Computer Systems Support Engineer	Systems Administrator	120	125	\$66,869	\$81,961	\$97,053
GIS Administrator	GIS Manager	124	125	\$66,869	\$81,961	\$97,053
Water/Wastewater Superintendent	Water/Wastewater Supervisor	125	125	\$66,869	\$81,961	\$97,053
Animal Services Manager	Animal Services Manager	121	125	\$66,869	\$81,961	\$97,053
* Civic Center Manager	Civic Center Manager	120	124	\$63,684	\$78,058	\$92,432
* Business Engagement Manager	Business Engagement Manager	122	124	\$63,684	\$78,058	\$92,432
EMS Office Manager	EMS Billing Manager	121	124	\$63,684	\$78,058	\$92,432
Electrician (Master)	Master Electrician	121	124	\$63,684	\$78,058	\$92,432
Plumber (Master)	Master Plumber	121	124	\$63,684	\$78,058	\$92,432
Public Affairs Communication Manager	Public Affairs Communication Manager	120	124	\$63,684	\$78,058	\$92,432
* Public Safety Communications Manager	Public Safety Communications Manager	121	124	\$63,684	\$78,058	\$92,432
* Recreation Manager	Recreation Manager	120	124	\$63,684	\$78,058	\$92,432
Planner - Senior	Senior Planner	124	124	\$63,684	\$78,058	\$92,432
* Utility Billing Manager	Utility Billing Manager	121	124	\$63,684	\$78,058	\$92,432

*Salary Survey Benchmark
PSPC

City of Schertz, TX
FY24 Proposed Salary Plan - High to Low Order

--Current-- Occupational Job Families and Job Classes	--Recommended-- Occupational Job Families and Job Classes	Current Grade	-- Recommended --			
			Grade	Minimum	Midpoint	Maximum
Human Resources Senior Generalist	Senior Human Resources Generalist	119	123	\$60,652	\$74,342	\$88,031
Engineer - Graduate	Associate Engineer	121	123	\$60,652	\$74,342	\$88,031
Assistant Facilities Manager	Facilities Maintenance Supervisor	120	123	\$60,652	\$74,342	\$88,031
* Financial Analyst	Financial Analyst	118	123	\$60,652	\$74,342	\$88,031
* -	Senior Librarian	UNC	123	\$60,652	\$74,342	\$88,031
* Building Inspector	Building Inspector	116	122	\$57,764	\$70,802	\$83,839
* Deputy City Secretary	Deputy City Secretary	118	122	\$57,764	\$70,802	\$83,839
Drainage Superintendent	Drainage Supervisor	117	122	\$57,764	\$70,802	\$83,839
Fleet Crew Supervisor	Fleet Supervisor	120	122	\$57,764	\$70,802	\$83,839
Park Maintenance Crew Supervisor	Parks Supervisor	116	122	\$57,764	\$70,802	\$83,839
* -	Senior IT Support Specialist	UNC	122	\$57,764	\$70,802	\$83,839
Streets Superintendent	Streets Maintenance Supervisor	120	122	\$57,764	\$70,802	\$83,839
* Accountant	Accountant	120	121	\$55,013	\$67,429	\$79,846
* Human Resources Generalist	Human Resources Generalist	117	121	\$55,013	\$67,429	\$79,846
* Electrician (Journeyman)	Journeyman Electrician	118	121	\$55,013	\$67,429	\$79,846
* Risk and Safety Specialist	Risk and Safety Specialist	117	121	\$55,013	\$67,429	\$79,846
Sanitarian	Sanitarian	118	121	\$55,013	\$67,429	\$79,846
Water/Wastewater Supervisor	Water/Wastewater Crew Leader	118	121	\$55,013	\$67,429	\$79,846
* Planner	Planner	120	121	\$55,013	\$67,429	\$79,846
Crime Victim Liaison	Crime Victim Liaison	119	120	\$52,393	\$64,219	\$76,044
* Engineering Inspector	Engineering Inspector	119	120	\$52,393	\$64,219	\$76,044
* Librarian	Librarian	119	120	\$52,393	\$64,219	\$76,044
Marketing and Communications Specialist	Marketing and Communications Specialist	116	120	\$52,393	\$64,219	\$76,044
Police Records Office Manager	Police Records Manager	119	120	\$52,393	\$64,219	\$76,044
* Civilian Evidence Technician	Property Room and Crime Scene Technician	120	120	\$52,393	\$64,219	\$76,044
Communications Shift Supervisor	Public Safety Communications Supervisor	117	120	\$52,393	\$64,219	\$76,044
Civic and Community Center Coordinator	Civic Center Coordinator	116	119	\$49,898	\$61,161	\$72,423
* -	Fleet Mechanic II	UNC	119	\$49,898	\$61,161	\$72,423
* HVAC Technician	HVAC Technician	118	119	\$49,898	\$61,161	\$72,423
* IT Support Specialist	IT Support Specialist	117	119	\$49,898	\$61,161	\$72,423
* Plumber (Journeyman)	Journeyman Plumber	118	119	\$49,898	\$61,161	\$72,423
Neighborhood Services Specialist	Neighborhood Services Specialist	116	119	\$49,898	\$61,161	\$72,423
-	Parks Maintenance Crew Leader	UNC	119	\$49,898	\$61,161	\$72,423
Recreation Coordinator	Recreation Coordinator	116	119	\$49,898	\$61,161	\$72,423
Utility Billing Lead Clerk	Senior Utility Billing Specialist	116	119	\$49,898	\$61,161	\$72,423
Street Crew Supervisor	Streets Maintenance Crew Leader	116	119	\$49,898	\$61,161	\$72,423
* Code Enforcement Officer	Code Enforcement Officer	115	118	\$47,522	\$58,248	\$68,974
Fire Prevention Specialist	Fire Prevention Specialist	118	118	\$47,522	\$58,248	\$68,974
* GIS Specialist	GIS Specialist	118	118	\$47,522	\$58,248	\$68,974
Service Worker II	Water/Wastewater Worker II	117*	118	\$47,522	\$58,248	\$68,974
Facilities Crew Leader	Facilities Maintenance Crew Leader	116	117	\$45,260	\$55,475	\$65,690
* Fleet Mechanic	Fleet Mechanic I	117	117	\$45,260	\$55,475	\$65,690
Human Resources Assistant	Human Resources Assistant	115	117	\$45,260	\$55,475	\$65,690
* Communications Officer	Public Safety Communications Officer	115	117	\$45,260	\$55,475	\$65,690
Development Specialist	Development Specialist	114	117	\$45,260	\$55,475	\$65,690
* Accounts Payable Coordinator	Accounts Payable Coordinator	114	116	\$43,105	\$52,834	\$62,562
Drainage Worker II	Drainage Worker II	113*	116	\$43,105	\$52,834	\$62,562
* Meter Technician	Meter Technician	112	116	\$43,105	\$52,834	\$62,562
-	Parks Maintenance Technician II	UNC	116	\$43,105	\$52,834	\$62,562
Purchasing Specialist	Purchasing Specialist	113	116	\$43,105	\$52,834	\$62,562
Records Management Coordinator	Records Management Coordinator	112	116	\$43,105	\$52,834	\$62,562
Senior Deputy Court Clerk	Senior Deputy Court Clerk	116	116	\$43,105	\$52,834	\$62,562
Street Worker II	Streets Maintenance Worker II	113*	116	\$43,105	\$52,834	\$62,562
* Traffic Signal and Sign Technician	Traffic Signal and Sign Technician	113	116	\$43,105	\$52,834	\$62,562
* Animal Services Officer	Animal Services Officer	112	116	\$43,105	\$52,834	\$62,562
Library Technician	Library Technician	111	115	\$41,052	\$50,318	\$59,583
* Service Worker I	Water/Wastewater Worker I	114*	115	\$41,052	\$50,318	\$59,583
* Administrative Assistant	Administrative Assistant	112	115	\$41,052	\$50,318	\$59,583
Administrative Manager	Administrative Assistant	119	115	\$41,052	\$50,318	\$59,583

*Salary Survey Benchmark
PSPC

**City of Schertz, TX
FY24 Proposed Salary Plan - High to Low Order**

--Current--	--Recommended--	Current Grade	-- Recommended --			
Occupational Job Families and Job Classes	Occupational Job Families and Job Classes		Grade	Minimum	Midpoint	Maximum
* EMS Billing Specialist	EMS Billing Specialist	113	114	\$39,097	\$47,922	\$56,746
* Permit Technician	Permit Technician	110	114	\$39,097	\$47,922	\$56,746
* Utility Billing Clerk	Utility Billing Specialist	110	114	\$39,097	\$47,922	\$56,746
* Deputy Court Clerk	Deputy Court Clerk	113	114	\$39,097	\$47,922	\$56,746
Electrician Apprentice	Apprentice Electrician	110	113	\$37,235	\$45,638	\$54,042
HVAC Apprentice	Apprentice HVAC Technician	110	113	\$37,235	\$45,638	\$54,042
Plumber Apprentice	Apprentice Plumber	110	113	\$37,235	\$45,638	\$54,042
* Drainage Worker I	Drainage Worker I	110	113	\$37,235	\$45,638	\$54,042
Event Attendant	Event Attendant	110	113	\$37,235	\$45,638	\$54,042
Facilities Technician	Facilities Maintenance Technician	110	113	\$37,235	\$45,638	\$54,042
Grounds Maintenance Technician	Facilities Maintenance Technician	110	113	\$37,235	\$45,638	\$54,042
Lube Technician	Inventory and Parts Technician	112	113	\$37,235	\$45,638	\$54,042
* Parks Maintenance Technician	Parks Maintenance Technician I	110	113	\$37,235	\$45,638	\$54,042
* Police Records Specialist	Police Records Specialist	112	113	\$37,235	\$45,638	\$54,042
Recreation Specialist	Recreation Specialist	112	113	\$37,235	\$45,638	\$54,042
* Street Worker I	Streets Maintenance Worker I	110	113	\$37,235	\$45,638	\$54,042
* Customer Relations Representative	Service Representative	110	112	\$35,462	\$43,466	\$51,470
Animal Services Technician	Kennel Technician	110	112	\$35,462	\$43,466	\$51,470
* Library Assistant	Library Assistant	110	112	\$35,462	\$43,466	\$51,470
Programming Specialist	Library Programming Specialist	110	112	\$35,462	\$43,466	\$51,470
Supply Coordinator	Supply Coordinator	110	112	\$35,462	\$43,466	\$51,470

FY 2024 COMPENSATION STUDY

CITY COUNCIL

DECEMBER 19, 2023



**PUBLIC
SECTOR**
PERSONNEL
CONSULTANTS

PROJECT SCOPE

- CLASSIFICATION REVIEW – JOB QUESTIONNAIRES
- COMPENSATION SURVEY
- PLACEMENT OF JOBS ON UPDATED PAY GRADES; PUBLIC SAFETY PAY TABLE
- IMPLEMENTATION OPTIONS

SALARY SURVEY NOTES

- PSPC SOUGHT JOB DESCRIPTIONS, ORGANIZATION CHARTS AND SALARY STRUCTURES FROM THE FOLLOWING ORGANIZATIONS:

<u>Core Comparators</u>		<u>Additional Sources</u>	
Austin, City of	New Braunfels, City of	Bexar County	New Braunfels Utilities
Buda, City of	Round Rock, City of	Comal County	San Antonio Water System
Cibolo, City of	San Antonio, City of	Fayette County	Travis County/Austin EMS
Georgetown, City of	San Marcos, City of	Guadalupe County	Washington County
Kyle, City of	Seguin, City of	Hays County/San Marcos EMS	Williamson County
Live Oak, City of	Universal City, City of	Hays ESD	Wilson County ESD #3

- DATA ALSO INCLUDES REGIONAL PRIVATE SECTOR WHERE APPROPRIATE

ADDITIONAL SURVEY NOTES – ILLUSTRATION

Schertz Job Class	Survey Job Class	Participant Organization	Schertz Midpoint	Market Midpoint	Variance	
					\$	%
Animal Services Officer			\$43,466	\$48,567	-\$5,101	-10.50%
Animal Control Officer		Kyle, City of		\$52,260		
Animal Care Officer		San Antonio, City of		\$51,488		
Animal Protection Officer		Austin, City of		\$51,334		
Animal Services Officer		Seguin, City of		\$49,161		
Animal Control Officer		Universal City, City of		\$48,974		
Animal Control Officer		Buda, City of		\$48,234		
Animal Control Officer		Round Rock, City of		\$48,038		
Animal Control Officer I		Georgetown, City of		\$47,832		
Animal Control Officer		Live Oak, City of		\$47,486		
Animal Welfare and Rescue Officer		New Braunfels, City of		\$47,393		
Animal Protection Officer		San Marcos, City of		\$46,956		
Animal Services Officer		Cibolo, City of		\$43,648		
			Public Sector Rate:	<u>\$48,567</u>		

ADDITIONAL SURVEY NOTES – ILLUSTRATION

Schertz Job Class	Survey Job Class	Participant Organization	Schertz Midpoint	Market Midpoint	Variance	
					\$	%

Parks Maintenance Technician			\$41,240	\$44,948	-\$3,708	-8.25%
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Parks Maintenance Worker	Universal City, City of	\$51,408
Parks Maintenance Technician	Kyle, City of	\$49,920
Parks Construction Worker	Austin, City of	\$47,590
Parks Maintenance Worker	Round Rock, City of	\$45,406
Parks Maintenance Technician	Live Oak, City of	\$45,224
Parks/Facilities Worker	San Marcos, City of	\$44,720
Service Worker - Parks	Seguin, City of	\$44,595
Parks Maintenance Technician I - III	Buda, City of	\$43,680
Parks Maintenance Worker	Georgetown, City of	\$43,423
Maintenance Worker II - Parks and F	New Braunfels, City of	\$42,141
Maintenance Worker I - Parks	Cibolo, City of	\$39,590
Field Maintenance Worker	San Antonio, City of	\$38,196

Public Sector Rate: \$44,658

General Maintenance Worker	ERI - Schertz, TX	\$45,239
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Private Sector Rate: \$45,239

Prevailing Market Rate: \$44,948

ADDITIONAL SURVEY NOTES – ILLUSTRATION

Schertz Job Class	Survey Job Class	Participant Organization	Schertz Midpoint	Market Midpoint	Variance	
					\$	%
			\$50,318	\$56,925	-\$6,608	-11.61%
	Development Services Officer	Universal City, City of		\$65,780		
	Code Compliance Officer	San Marcos, City of		\$61,392		
	Code Enforcement Officer	Kyle, City of		\$60,730		
	Code Enforcement Officer	Buda, City of		\$57,610		
	Code Inspector A	Austin, City of		\$57,325		
	Code Compliance Officer	Seguin, City of		\$56,920		
	Code Enforcement Officer	Cibolo, City of		\$55,708		
	Code Enforcement Officer	New Braunfels, City of		\$55,463		
	Code Compliance Officer I	Georgetown, City of		\$55,389		
	Code Enforcement Officer	Round Rock, City of		\$52,946		
	Code Enforcement Officer	Live Oak, City of		\$52,353		
	Code Enforcement Officer	San Antonio, City of		\$51,488		
			Public Sector Rate:	<u>\$56,925</u>		

ADDITIONAL SURVEY NOTES – ILLUSTRATION

Schertz Job Class	Survey Job Class	Participant Organization	Annual	
			Min	Max
Firefighter			\$55,013	\$66,650
	Firefighter	Round Rock, City of	\$71,427	\$99,438
	Firefighter	Hays ESD	\$53,846	\$91,623
	Firefighter	New Braunfels, City of	\$65,023	\$89,267
	Firefighter	Austin, City of	\$59,768	\$89,049
	Firefighter	San Marcos, City of	\$60,570	\$84,756
	Firefighter	Georgetown, City of	\$58,606	\$84,294
	Firefighter	Cibolo, City of	\$55,031	\$82,547
	Firefighter	Universal City, City of	\$50,648	\$80,912
	Firefighter/EMT	Seguin, City of	\$57,788	\$79,662
	Firefighter	San Antonio, City of	\$56,173	\$66,110
		Average Entry / Top	\$58,888	\$84,766
		Variance Entry / Top	-6.58%	-21.37%

ADDITIONAL SURVEY NOTES – ILLUSTRATION

Schertz Job Class	Survey Job Class	Participant Organization	Annual	
			Min	Max
Police Officer			\$57,764	\$69,984
	Police Officer	Austin, City of	\$65,411	\$109,382
	Police Officer	Buda, City of	\$64,581	\$97,684
	Police Officer	Round Rock, City of	\$67,142	\$94,931
	Police Officer	New Braunfels, City of	\$67,429	\$93,725
	Deputy Sheriff	Comal County	\$64,771	\$92,185
	Police Officer	Kyle, City of	\$66,939	\$91,859
	Police Officer	Georgetown, City of	\$61,617	\$90,796
	Deputy Sheriff	Guadalupe County	\$64,272	\$88,941
	Police Officer	San Marcos, City of	\$63,695	\$88,596
	Police Officer	Seguin, City of	\$63,784	\$87,927
	Police Officer	Cibolo, City of	\$58,544	\$87,817
	Patrol Officer	Universal City, City of	\$53,227	\$85,072
	Police Officer	San Antonio, City of	\$58,452	\$78,060
	Deputy Sheriff	Bexar County	\$61,500	\$76,513
	Police Officer	Live Oak, City of	\$57,751	\$74,287
		Average Entry / Top	\$62,608	\$89,185
		Variance Entry / Top	-7.74%	-21.53%

ADDITIONAL SURVEY NOTES – ILLUSTRATION

Schertz Job Class	Survey Job Class	Participant Organization	Annual	
			Min	Max
	Communications Officer		\$41,052	\$59,583
	Telecommunications Operator	Seguin, City of	\$45,989	\$73,528
	Emergency Comm Operator	Georgetown, City of	\$46,413	\$69,865
	911 Telecommunicator	San Marcos, City of	\$45,656	\$68,494
	PS Communications Operator	Round Rock, City of	\$45,323	\$67,974
	Telecommunications Operator	Comal County	\$47,715	\$67,912
	Dispatcher - Licensed/Certified	Guadalupe County	\$47,736	\$67,454
	Emergency Dispatcher	New Braunfels, City of	\$49,504	\$67,288
	Telecommunicator	Kyle, City of	\$50,490	\$66,548
	Telecommunications Officer	Live Oak, City of	\$43,599	\$66,342
	Police Dispatcher I	Austin, City of	\$49,421	\$65,229
	Police Communications Dispatcher	San Antonio, City of	\$50,919	\$62,612
	Public Safety Dispatcher I	Bexar County	\$41,580	\$56,136
		Average Entry / Top	\$47,029	\$66,615
		Variance Entry / Top	-12.71%	-10.56%

SALARY SURVEY HIGHLIGHTS – UNIFIED/CIVILIAN

- PAY GRADES FOR 77% OF CIVILIAN JOBS SURVEY -5% OR MORE BELOW MARKET

Relationship to Market	Benchmark Count	% of Sample	Average Variance
-5% or More Below	50	77%	-13.25%
Comparable	13	20%	-1.45%
+5% or More Above	2	3%	+16.41%

City is in line with market on health insurance, TMRS, and leave benefits

SALARY SURVEY HIGHLIGHTS – POLICE, FIRE, EMS

- PAY GRADES FOR SWORN PERSONNEL LOW ESPECIALLY AT TOP OUT

Classification	Variance	
	Min	Max
EMT	-27.83%	-34.97%
Paramedic	-20.41%	-26.82%
EMS Lieutenant	2.59%	-14.22%
EMS Battalion Chief	-13.78%	-20.38%
Firefighter	-6.58%	-21.37%
Fire Apparatus Operator (FAO)	-12.66%	-18.60%
Fire Lieutenant	-6.63%	-18.62%
Fire Captain	-8.45%	-19.86%
Fire Battalion Chief	-10.50%	-19.52%
Police Officer	-7.74%	-21.53%
Police Sergeant	-7.51%	-14.63%
Police Lieutenant	-0.44%	-11.98%

PAY PLAN UPDATING

- UPDATED PAY GRADES HAVE BEEN PROPOSED FOR JOBS BELOW MARKET.
- AN UPDATED STEP PLAN HAS BEEN DESIGNED FOR PUBLIC SAFETY
- PROPOSED SALARY PLACEMENTS WITHIN THE TABLES IS BUILT USING TIME IN POSITION

- THE ESTIMATED 9-MONTH COST OF PROPOSED CIVILIAN PAY GRADE AND SALARY ADJUSTMENTS IS APPROXIMATELY \$942,000

- THE ESTIMATED 9-MONTH COST OF PROPOSED POLICE, FIRE AND EMS TABLES AND SALARY ADJUSTMENTS IS APPROXIMATELY \$1,364,000

QUESTIONS?

PUBLIC SECTOR PERSONNEL CONSULTANTS



**PUBLIC
SECTOR**
PERSONNEL
CONSULTANTS

CITY COUNCIL MEMORANDUM

City Council Meeting: December 19, 2023

Department: Planning & Community Development

Subject: Ordinance 23-S-32 – Conduct a public hearing and consider a request for a Specific Use Permit to allow a convenience store with gas pumps on approximately 7.8 acres of land, located approximately 51-feet west from the intersection of IH-35 N Access Road and FM 2252, also known as Guadalupe County Property Identification Number 114083 and Comal County Property Identification Number 119021, City of Schertz, Guadalupe and Comal County, Texas. *First Reading* (B.James/L.Wood D.Marquez)

BACKGROUND

The applicant is requesting a Specific Use Permit to allow a convenience store with gas pumps on approximately 7.8 acres of land, located 51 feet west from the intersection of IH-35 N Access Road and FM 2252, City of Schertz, Texas, Comal and Guadalupe County, Texas. The subject property is undeveloped and zoned General Business District (GB). As per UDC Section 21.5.8, a Specific Use Permit is required for a convenience store with gas pumps in the General Business District (GB) zoning district. More specifically, the applicant is proposing a 10,827 square foot convenience store, gasoline pumps, a diesel canopy, truck parking at the rear, and an additional 6,000 square foot building that may include a coffee shop, personal services, and restaurants.

Five (5) public hearing notices were mailed to surrounding property owners within two hundred (200) feet of the subject property on November 1, 2023 and a public hearing notice was published in the San Antonio Express on November 29, 2023. At the time of this report, staff received one (1) response in favor, four (4) opposed, and zero (0) neutral to the proposed request. Additionally, one (1) Public Hearing Notice sign was placed on the property on November 3, 2023. The Planning and Zoning Commission conducted a public hearing on this item at the November 15, 2023, meeting.

Unlike a zone change, a Specific Use Permit is not subject to LGC, Local Government Code 211.006(d), thus a 3/4 majority vote is not required by City Council.

GOAL

The proposed Specific Use Permit is to allow a convenience store with gas pumps on approximately 7.8 acres of land, located approximately 51-feet west from the intersection of IH-35 N Access Road and Fm 2252.

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

A Specific Use Permit allows for discretionary City Council approval of uses with unique or widely varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in this UDC. Approval of a Specific Use Permit authorizes a property owner to submit subsequent development applications consistent with the approved Specific Use Permit.

The applicant is proposing to construct a 10,827 square foot convenience store, gasoline pumps, a diesel canopy, truck parking at the rear, and an additional 6,000 square foot building. Per the conceptual site plan, both proposed access points will be along IH-35 N Access Road, which will be reviewed by the Texas Department of Transportation and the City of Schertz Engineering Department.

The subject property is zoned General Business District (GB), and is undeveloped. Directly to the north of the property is the IH-35 N Access Road right-of-way and to the east, the property is zoned General Business District (GB) and is undeveloped. The property to the west is also zoned General Business District (GB) and is currently used as storage for Conex boxes. The property immediately to the south is zoned General Business District (GB) and Single-Family Residential/ Agricultural District (R-A) and is undeveloped/vacant.

UDC Section 21.5.11.D Criteria for Approval

1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Land Plan.

The subject property is designated as Highway Commercial and Single Family Residential. The Highway Commercial land use designation is intended for regional scale retail and commercial uses located at major highway intersections that can take advantage of the highway frontage. The subject property's location along IH-35 N Access Road is ideal for taking advantage of the highway frontage. Single Family Residential land use designation is intended for a mix of residential with some commercial uses that support the daily activities of development.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

General Business District (GB) is intended to provide suitable areas for the development of non-residential uses that may include retail and service establishments that are generally oriented toward serving the overall needs of the community and are usually located along principal transportation corridors. The proposed developments' location along IH-35 N Access Road allows for the development to take advantage of IH-35 traffic and surrounding neighborhoods for business.

3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as safety, traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.

The proposed development is surrounded by adjacent General Business District zoning and is compatible with the existing development. The proposed convenience store with gas pumps will be required to meet all current City of Schertz site development standards stipulated in Unified Development Code (UDC) Article 9. Article 9 is in place to ensure adverse effects of development are minimized and mitigated on neighboring properties.

4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.

The proposed development is proposing two points of access along IH-35 N Access Road which is a one way road. All proposed access points will be reviewed by the City of Schertz Engineering

department and the Texas Department of Transportation.

5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets.

Access to the subject property will be along IH-35 N Access Road. The proposed access points will be reviewed by the City of Schertz Engineering department and the Texas Department of Transportation.

6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed use on adjacent properties.

The proposed development will have to meet all site development requirements in Article 9 of the Unified Development Code. The adjacent properties are zoned General Business District and are not currently being used for single-family residential. As a result, no additional screening requirements for residential use will be required.

7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.

The proposed development will have to meet all dimensional and design requirements of the General Business District as mentioned in UDC Section 21.5.7. No variations to the requirements have been requested.

8. The proposed [use] promotes the health, safety or general welfare of the City and the safe, orderly, efficient and healthful development of the City. As part of promoting health, safety and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts.

As part of promoting health, safety and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impact. Given the existing General Business District zoning of the adjacent surrounding properties, the location of the subject property on IH-35 N Access Road, and all access to the subject property being from IH-35 N Access Road, the proposed convenience store with gas pumps would not pose an adverse impact on adjacent properties.

9. No application made under these provisions will receive final approval until all back taxed owed to the City have been paid in full.

This does not impact the first reading from Council.

10. Other criteria which, at the discretion of the Planning and Zoning Commission and City Council deemed relevant and important in the consideration of the Specific Use Permit.

Staff has ensured all UDC requirements have been met for the Specific Use Permit, and at this time have not received any special considerations from the Planning and Zoning Commission or the City Council.

RECOMMENDATION

The Planning and Zoning Commission conducted a public hearing on November 15, 2023, and offered a recommendation of approval with the condition that a building permit is approved within two years of approval of the Specific Use Permit Ordinance, by a 6-0 vote.

Staff recommends approval of the Specific Use Permit to allow a convenience store with gasoline pumps at the subject property conditioned upon the following:

1. A building permit is approved within two (2) years of the adoption of the SUP Ordinance in accordance with Unified Development Code Article 5, Section 21.5.11.F Expiration of Specific Use Permit.

Attachments

Ord 23-S-32 With Attachments

Aerial Exhibit

Public Hearing Notice Map

Public Hearing Responses

Conceptual Site Plan Exhibit

City Council Presentation Slides

Applicants Proposed Site Plan and Presentation

ORDINANCE NO. 23-S-32

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO APPROVE A SPECIFIC USE PERMIT TO ALLOW FOR A CONVENIENCE STORE WITH GAS PUMPS ON APPROXIMATELY 7.8 ACRES OF LAND, LOCATED AT APPROXIMATELY 51-FEET WEST FROM THE INTERSECTOPM OF IH-35 N ACCESS ROAD AND FM 2252, SCHERTZ, GUADALUPE AND COMAL COUNTY, TEXAS, ALSO KNOWN AS GUADALUPE COUNTY PROPERTY IDENTIFICATION NUMBER 114083 AND COMAL COUNTY PROPERTY IDENTIFICATION NUMBER 119021.

WHEREAS, an application for a Specific Use Permit to allow a convenience store with gas pumps on approximately 7.8 acres of land, located approximately 51-feet west from the intersection of IH-35 N Access Road and FM 2252, also known as Guadalupe County Property Identification Number 114083 and Comal County Property Identification number 119021, more specifically described in the Exhibit A and Exhibit B attached (herein, the “Property”) has been filed with the City; and

WHEREAS, the City’s Unified Development Code Section 21.5.11. 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 specific use permit (the “Criteria”); and

WHEREAS, on November 15, 2023, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the Specific Use Permit for a convenience store with gas pumps; and

WHEREAS, on December 19, 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 Specific Use Permit be approved as provided for herein.

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

Section 1. A Specific Use Permit for Guadalupe County Property Identification Number 114083 and Comal County Property Identification Number 119021, more particularly described in the attached Exhibit A and Exhibit B, is hereby approved to allow a convenience store with gas pumps conditioned upon the following occurring:

- a) A building permit is approved within two (2) years of the adoption of the SUP Ordinance in accordance with Unified Development Code Article 5, Section 21.5.11.F Expiration of Specific Use Permit.

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

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

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

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

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

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

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

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

PASSED, APPROVED and ADOPTED ON SECOND READING, the ____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(city seal)

Exhibit "A"
Property Description

Exhibit "A" : Property Description - Metes and Bounds

METES AND BOUNDS
7.744 Acre Tract
Surveyed by Total Geo Data Surveying LLC

Being a 7.744 Acre (337,329 Square Foot) Tract, in the Robert Martin & John Falls Walker Survey No. 113, Abstract 414, Comal County and Abstract 244, Guadalupe County, Texas, described as 7.748 acres recorded in Document No. 201606011073 of the Official Public Records (O.P.R.), of Comal County and also recorded in Volume 2006 Page 133 O.P.R. of Guadalupe County, Texas, said 7.744 acre tract being more particularly described as follows, with all bearings being referenced to the North American Datum of 1983, Texas State Plane Coordinate System, South Central Zone, based on a VRS RTKNet solution:

BEGINNING at a found ½" rebar with cap stamped Ford Engineering on the south right of way (R.O.W.) line of Interstate Highway 35. (R.O.W. width varies) at the northwest corner of a so called believed 35.73 Acre Tract recorded in Document No. 202006019300 O.P.R. Comal County and recorded in Document No. 202099012670 O.P.R. Guadalupe County, being the northeast corner of the tract herein described;

THENCE, leaving said R.O.W. line and along the common line between said tracts, South 26° 39' 14" East, a distance of 749.56 feet (South 26° 20' 02" East, 750.00 feet record) to a found ½" rebar with cap stamped Ford Engineering at an interior corner of said 35.73 acres being the southeast corner of the tract herein described;

THENCE, continuing along said common line, South 62° 51' 03" West, a distance of 449.98 feet (South 63° 08' 00" West, 450.00 feet record) to a found 3 ½" metal fence post at the southeast corner of a so called 4.304 Acre Tract recorded in Document No. 200406007163 O.P.R. Comal County and recorded in Volume 1972, Page 62 O.P.R. Guadalupe County, being the southwest corner of the tract herein described;

THENCE, along the common line with said 4.304 acres, North 26° 39' 19" West, a distance of 749.76 feet (North 26° 20' 02" West, 750.00 feet record) to a set ½" rebar with cap stamped TOTAL GEO DATA 6042 on said south IH 35 R.O.W. line at the northeast corner of said 4.304 acres, being the northwest corner of the tract herein described;

THENCE, along the said R.O.W. line, North 62° 52' 32" East, at a distance of 129.21 feet passing a found Texas Department of Transportation Type I concrete monument, at a distance of 149.88 feet passing a found ½" rebar, continuing for a total distance of 450.00 feet (North 63° 08' 00" East, 450.00 feet record), returning to the POINT OF BEGINNING and containing 7.744 Acres (337,329 square feet) of land more or less.

This survey was performed on the ground by persons working under my supervision and completed on August 24, 2023. A survey drawing accompanies this description.

 10/11/23

John E. DeHan, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6042
Firm No. 10193904

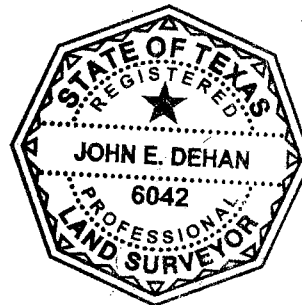


Exhibit "B"
Specific Use Permit Exhibit

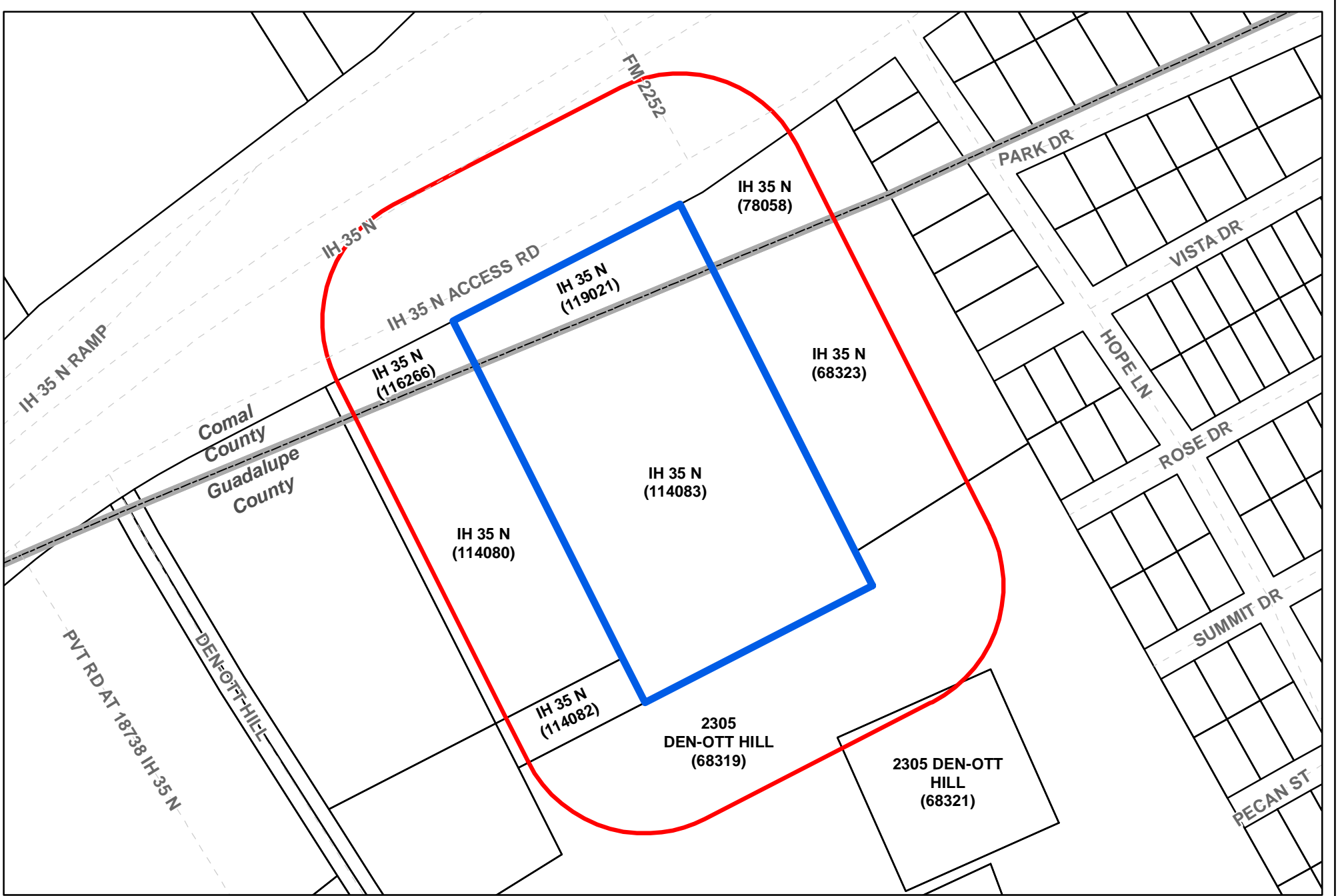


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



DEVELOPMENT AT SCHERTZ
IH 35 N
(PLSPU20230153)

<all other values>	<all other values>	Planned Secondary Arterial	Commercial Collector B	1"	8"	20"	Schertz Gravity	Hydrant	CCMA Treatment Plant
Highways	Freeway	Secondary Rural Arterial	Planned Commercial Collector B	2"	10"	24"	Schertz Pressure	Water Storage Facility	200' Buffer
Major Roads	Principal Arterial	Planned Secondary Rural Arterial	Commercial Collector A	3"	12"	30"	Neighboring Gravity	Manholes	Schertz Municipal Boundary
Minor Roads	Planned Principal Arterial	Residential Collector	Planned Commercial Collector A	4"	16"	36"	Private Pressure	County Boundaries	Private Lift Station
Other Cities	Secondary Arterial	Planned Residential Collector	6"	18"	Schertz Treatment Plant	CCMA Lift Station	1 Inch = 200 Feet	0 50 100 200 300 400 Feet	



City of Schertz
 DEVELOPMENT AT SCHERTZ
 IH 35 N
 (PLSPU20230153)

 Project Area
  County Boundaries
 200' Buffer



Last Update: July 7, 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 typographical errors. Periodical changes may be made and information may be added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.



Reply Form

I am: in favor of opposed to neutral to the request for **PLSPU20230153**

COMMENTS: looking forward to seeing growth in Schertz

NAME: Trawick Womack SIGNATURE Trawick Womack
(PLEASE PRINT)

STREET ADDRESS: 1413 Settlement Way New Braunfels, TX 78132

DATE: 11-4-2023

NOTICE OF PUBLIC HEARING

November 01, 2023

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on Wednesday, November 15th, 2023 at 6:00 p.m. located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and act upon the following item:

PLSPU20230153- Hold a public hearing and make a recommendation on a Specific Use Permit to allow a convenience store with gas pumps on approximately 7.8 acres of land, located approximately 51-feet west from the intersection of IH-35 N Access Road and FM 2252, also known as Guadalupe County Property Identification Number 114083 and Comal County Property Identification Number 119021, City of Schertz, Comal and Guadalupe County, Texas.

Because you own property within 200 feet of the subject property, the Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. If you would like to express how you feel, please complete the bottom portion of this letter and return before the public hearing date by mail or personal delivery to Daisy Marquez, Planner 1400 Schertz Parkway, Bldg. 1, Schertz, Texas 78154, or by e-mail planning@schertz.com. If you have any questions, please feel free to call Daisy Marquez, Planner directly at (210) 619-1782.

Sincerely,

[Handwritten signature of Daisy Marquez]

Daisy Marquez
Planner

Reply Form

I am: in favor of [] opposed to [X] neutral to [] the request for PLSPU20230153

COMMENTS: Opposed in reference to Prop. ID 68319: (28.358 acres)

NAME: DIANA OTT-Densberger et al SIGNATURE [Handwritten signature]
(PLEASE PRINT)

STREET ADDRESS: Po Box 18155 Corpus Christi, Texas 78480

DATE: November 6, 2023

NOTICE OF PUBLIC HEARING

November 01, 2023

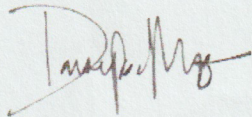
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Sincerely,



Daisy Marquez
Planner

Reply Form

I am: in favor of opposed to neutral to the request for **PLSPU20230153**

COMMENTS: Opposed in reference to Prop ID 68321: (2.0 acres)

NAME: DIANA OTT-Densberger, et al SIGNATURE Diana Ott-Densberger
(PLEASE PRINT)

STREET ADDRESS: PO Box 18155 Corpus Christi, Texas 78480

DATE: November 6, 2023

NOTICE OF PUBLIC HEARING

November 01, 2023

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Sincerely,

Daisy Marquez
Planner

Reply Form

I am: in favor of opposed to neutral to the request for **PLSPU20230153**

COMMENTS: Opposed in reference to Prop ID 68323 : (4.584 Acres)

NAME: DIANA OTI-Densberger, et al SIGNATURE Diana Oti-Densberger
(PLEASE PRINT)

STREET ADDRESS: Po Box 18155 Corpus Christi, Texas 78480

DATE: November 6, 2023

NOTICE OF PUBLIC HEARING

November 01, 2023

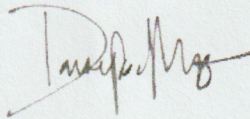
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Sincerely,



Daisy Marquez
Planner

Reply Form

I am: in favor of opposed to neutral to the request for **PLSPU20230153**

COMMENTS: Opposed in reference to Prop ID 78058 (Comal) R126750 (Guadalupe) (0.538 Acres)

NAME: Diana Ott-Densberger, et al SIGNATURE Diana Ott-Densberger
(PLEASE PRINT)

STREET ADDRESS: Po Box 18155 Corpus Christi, Texas 78480

DATE: November 6, 2023

LANDSCAPE TABULATIONS FOR SCHERTZ, TX

Site: 337,329 sf
 Limits of Construction: 337,329 sf
LANDSCAPE REQUIRED

- A Minimum of 20% of the total land area of any proposed non residential development shall be landscaped.
- Properties shall provide 9 trees per acre of lot area.

REQUIRED	PROVIDED
67,465 sf (20%) (of limited of construction)	
69 trees	70 trees

PARKING AREA

- Parking lots shall be screened from public view and adjacent properties.
- A minimum of 10% of the gross parking area shall be devoted to living landscaping which includes grass, groundcover's, plants, shrubs and trees.
- There shall be a minimum of 1 shade tree planted for each 400 sf of required interior landscape area.

Parking Lot Area: 47,550 sf (46 spaces)

REQUIRED	PROVIDED
Parking Lot Screening 4,755 sf (10%)	Parking Lot Screening
11 trees	20 trees

PERIMETER LANDSCAPE AREA

- All parking lots and vehicular use areas shall be screened from all abutting properties with a wall, fence, hedge berm or other durable landscape barrier. (30" ht)
- A 20' buffer shall be provided along N INTERSTATE 35 FRONTAGE RD.
- Street trees shall be provided 1 per 50 l.f.

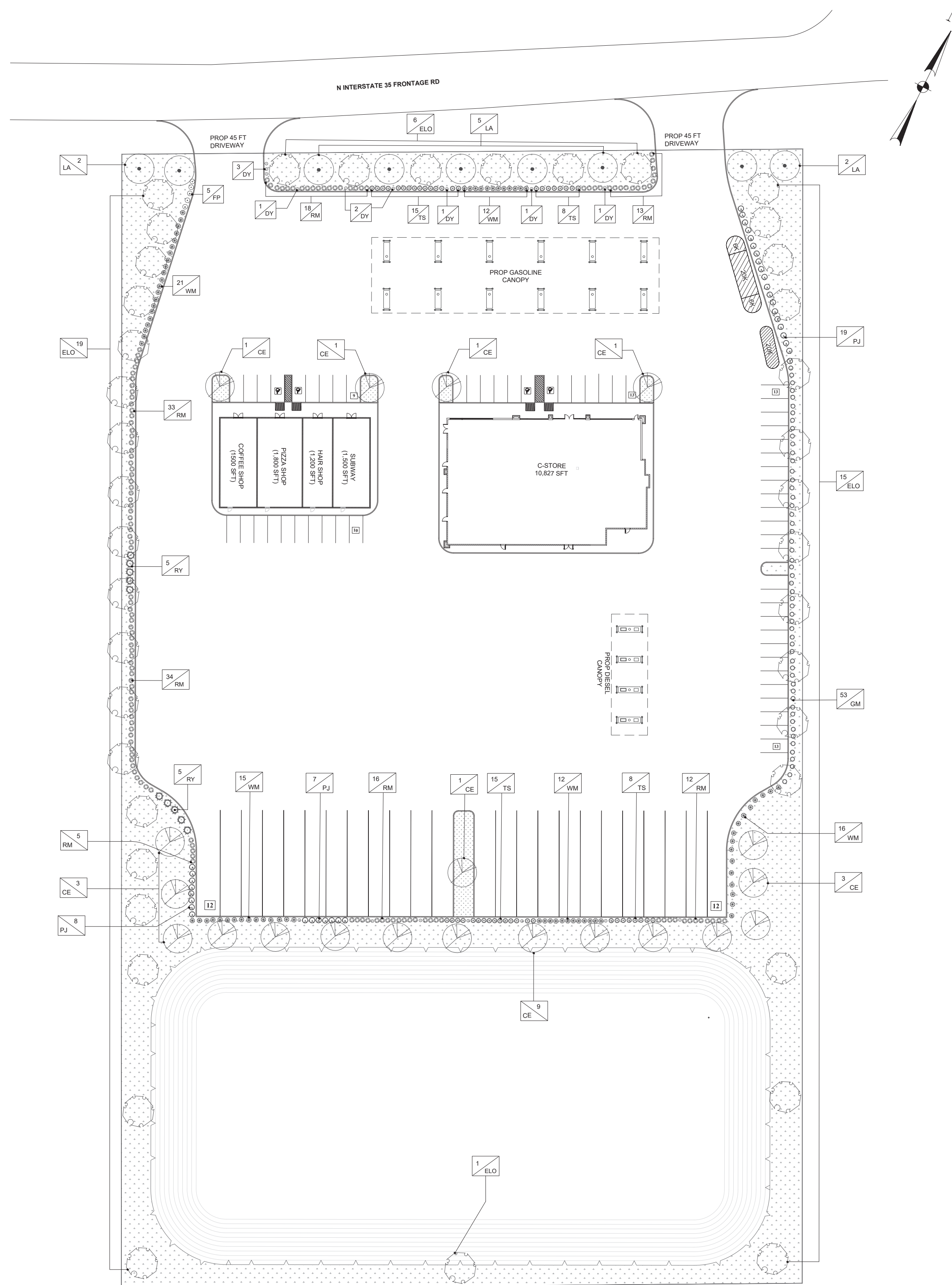
Street: 450 l.f.

REQUIRED	PROVIDED
hedge	hedge
20' buffer	20' buffer
9 trees	17 trees
West: 20' buffer	20' buffer
East: 9' planting strip	9' planting strip

RESIDENTIAL ADJACENCY

- Adjacent to residential, an 8' masonry fence shall be provided.
- A 20' buffer shall be provided adjacent to residential with 1 tree per 30 l.f. and 10 shrubs per 50 l.f.

REQUIRED	PROVIDED
20' buffer	20' buffer
12 trees	33 trees
76 shrubs	123 shrubs



1 LANDSCAPE SITE PLAN
 SCALE: 1"=50'-0"

GENERAL LAWN NOTES

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- LAWN AREAS SHALL BE LEFT 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR TO FIND GRADE AREAS TO ACHIEVE FINAL CONTOURS AS SHOWN ON CIVIL DRAWINGS. POSITIVE DRAINAGE SHALL BE PROVIDED AWAY FROM ALL BUILDINGS. ROUNDING AT TOP AND BOTTOM OF SLOPES SHALL BE PROVIDED AND IN OTHER BREAKS IN GRADE. CORRECT AREAS WHERE STANDING WATER MAY OCCUR.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" IN DIAMETER AND LARGER REMOVE ALL DIRT CLOUDS, STICKS, CONCRETE SPOILS, TRASH ETC PRIOR TO PLACING TOPSOIL AND GRASS INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT IF NECESSARY.

SOLID SOD:

- SOLID SOD SHALL BE PLACED ALONG ALL IMPERVIOUS EDGES, AT A MINIMUM THIS SHALL INCLUDE CURBS, WALKS, INLETS, MANHOLES AND PLANTING BED AREAS. SOD SHALL COVER OTHER AREAS COMPLETELY AS INDICATED BY PLAN.
- SOD SHALL BE STRONGLY ROOTED DROUGHT RESISTANT SOD, NOT LESS THAN 2 YEARS OLD, FREE OF WEEDS AND UNDESIRABLE NATIVE GRASS AND MACHINE CUT TO PAD THICKNESS OF 3/4" (+1/4"), EXCLUDING TOP GROWTH AND THATCH.
- LAY SOD BY HAND TO COVER INDICATED AREAS COMPLETELY, ENSURING EDGES ARE TOUCHING WITH TIGHTLY FITTING JOINTS, NO OVERLAPS WITH STAGGERED STRIPS TO OFFSET JOINTS.
- TOP DRESS JOINTS IN SOD BY HAND WITH TOPSOIL TO FILL VOIDS IF NECESSARY
- SOD SHALL BE ROLLED TO CREATE A SMOOTH EVEN SURFACE. SOD SHOULD BE WATERED THOROUGHLY DURING INSTALLATION PROCESS.
- SHOULD INSTALLATION OCCUR BETWEEN OCTOBER 1ST AND MARCH 1ST, OVERSEED BERMUDAGRASS SOD WITH WINTER RYEGRASS AT A RATE OF 4 POUNDS PER 1000 S.F.

HYDROMULCH:

- SCARIFY AND LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH INSTALLATION.
- BERMUDA GRASS SEED SHALL BE EXTRA HULLED, TREATED LAWN TYPE. SEED SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL MEET ALL STATE/LOCAL LAW REQUIREMENTS.
- FIBER SHALL BE 100% WOOD CELLULOSE FIBER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AS MANUFACTURED BY "CONWEB" OR EQUAL.
- FIBER TACK SHALL BE DELIVERED TO THE SITE IN ITS UNOPENED CONTAINER AND SHALL BE "TERRO-TACK ONE", AS MANUFACTURED BY GROWERS, INC OR APPROVED EQUAL.
- HYDROMULCH WITH BERMUDA GRASS SEET AT A RATE OF 2 POUNDS PER 1000 S.F.
- USE A BATTER BOARD AGAINST ALL BED AREAS TO PREVENT OVER SPRAY.
- IF INADEQUATE MOISTURE IS PRESENT IN SOIL, APPLY WATER AS NECESSARY FOR OPTIMUM MOISTURE FOR SEED APPLICATION.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1ST AND MAY 1ST, ALL HYDROMULCH AREAS SHALL BE OVER-SEEDED WITH WINTER RYE GRASS AT A RATE OF FOUR POUNDS PER ONE THOUSAND SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDROMULCH WITH BERMUDA GRASS THE FOLLOWING GROWING SEASON AS PART OF THIS CONTRACT.
- AFTER APPLICATION, NO EQUIPMENT SHALL OPERATE OVER APPLIED AREAS. WATER SEEDED AREAS IMMEDIATELY AFTER INSTALLATION TO SATURATION
- ALL LAWN AREAS TO BE HYDROMULCHED SHALL ACHIEVE 100% COVERAGE PRIOR TO FINAL ACCEPTANCE.

IRRIGATION:

- ALL REQUIRED LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM WITH A FREEZE/RAIN SENSOR. SYSTEM SHALL ALSO HAVE AN ET WEATHER BASED CONTROLLER AND BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR.

MAINTENANCE REQUIREMENTS:

- VEGETATION SHOULD BE INSPECTED REGULARLY TO ENSURE THAT PLANT MATERIAL IS ESTABLISHING PROPERLY AND REMAINS IN A HEALTHY GROWING CONDITION APPROPRIATE FOR THE SEASON. IF DAMAGED OR REMOVED, PLANTS MUST BE REPLACED BY A SIMILAR VARIETY AND SIZE.
- MOWING, TRIMMING, EDGING AND SUPERVISION OF WATER APPLICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THE OWNER OR OWNER'S REPRESENTATIVE ACCEPTS AND ASSUMES REGULAR MAINTENANCE.
- ALL LANDSCAPE AREAS SHOULD BE CLEANED AND KEPT FREE OF TRASH, DEBRIS, WEEDS AND OTHER MATERIAL.

PLANT SCHEDULE

QTY	LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
SHADE TREES					
20	CE	Cedar Elm	Ulmus crassifolia	3" cal.	12' ht., 4' spread, matching
41	ELO	Escarpment Live Oak	Quercus fusiformis	3" cal.	12' ht., 4' spread, matching
9	LA	Lacey Oak	Quercus glaucooides	3" cal.	12' ht., 4' spread, matching
SHRUBS					
16	DY	Dwarf Yaupon Holly	Ilex vomitoria condeaux	5 gal.	full, 24" sprd, 24" o.c.
53	GM	Gulf Muhly	Muhlenbergia capillaris	3 gal.	full, 30" o.c.
6	FP	Firecracker Plant	Russelia equisetiformis	5 gal.	full, 18" sprd, 24" o.c.
39	PJ	Primrose Jasmine	Jasminum mesnyi	5 gal.	full, 24" sprd, 42" o.c.
190	RM	Upright Rosemary	Rosmarinus officinalis 'Upright'	5 gal.	full, 24" sprd, 36" o.c.
12	RY	Red Yucca	Hesperaloe parvifolia	5 gal.	full, 24" sprd, 30" o.c.
46	TS	Texas Sage 'Green Cloud'	Leucophyllum frutescens 'Green Cloud'	5 gal.	full, 24" sprd, 36" o.c.
77	WM	Wax Myrtle	Myrica cerifera	5 gal.	full, 24" sprd, 36" o.c.
GRASS					
		Bermuda Solid Sod	Cynodon dactylon		12' ht., 4' spread, matching

LANDSCAPE NOTES

- CONTRACTOR TO VERIFY AND LOCATE ALL PROPOSED AND EXISTING ELEMENTS. NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE FOR ANY LAYOUT DISCREPANCIES OR ANY CONDITION THAT WOULD PROHIBIT THE INSTALLATION AS SHOWN. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL CALL 811 TO VERIFY AND LOCATE ANY AND ALL UTILITIES ON SITE PRIOR TO COMMENCING WORK. LANDSCAPE ARCHITECT SHOULD BE NOTIFIED OF ANY CONFLICTS. CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN WORKING NEAR UNDERGROUND UTILITIES.
- A MINIMUM OF 2% SLOPE SHALL BE PROVIDED AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- LANDSCAPE ISLANDS SHALL BE CROWNED, AND UNIFORM THROUGHOUT THE SITE.
- PLANTING AREAS AND SOD TO BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS OR CURBS. EDGING NOT TO BE MORE THAN 1/2" ABOVE FINISHED GRADE.
- EDGING SHALL BE CUT AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND/OR CURBS.
- MULCH SHALL BE INSTALLED AT 1/2" BELOW THE TOPS OF SIDEWALKS AND CURBING.
- QUANTITIES ON THESE PLANS ARE FOR REFERENCE ONLY. THE SPACING OF PLANTS SHOULD BE AS INDICATED ON PLANS OR OTHERWISE NOTED. ALL TREES AND SHRUBS SHALL BE PLANTED PER DETAILS.
- CONTAINER GROWN PLANT MATERIAL IS PREFERRED HOWEVER BALL AND BURLAP PLANT MATERIAL CAN BE SUBSTITUTED IF NEED BE AND IS APPROPRIATE TO THE SIZE AND QUALITY INDICATED ON THE PLANT MATERIAL LIST.
- TREES SHALL BE PLANTED AT A MINIMUM OF 5' FROM ANY UTILITY LINE, SIDEWALK OR CURB. TREES SHALL ALSO BE 10' CLEAR FROM FIRE HYDRANTS.
- 4" OF SHREDDED HARDWOOD MULCH (2" SETTLED THICKNESS) SHALL BE PLACED OVER WEED BARRIER FABRIC. MULCH SHALL BE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL. PINE STRAW MULCH IS PROHIBITED.
- WEED BARRIER FABRIC SHALL BE USED IN PLANT BEDS AND AROUND ALL TREES AND SHALL BE MIRAFI 1405 WEED BARRIER OR APPROVED EQUAL.
- CONTRACTOR TO PROVIDE UNIT PRICING OF LANDSCAPE MATERIALS AND BE RESPONSIBLE FOR OBTAINING ALL LANDSCAPE AND IRRIGATION PERMITS.

MISCELLANEOUS MATERIALS:

- STEEL EDGING SHALL BE 3/16" X 4 X 16' DARK GREEN DURAEDGE STEEL LANDSCAPE EDGING UNLESS NOTED OTHERWISE ON PLANS/DETAILS.

PRUNING AND TRIMMING NOTES

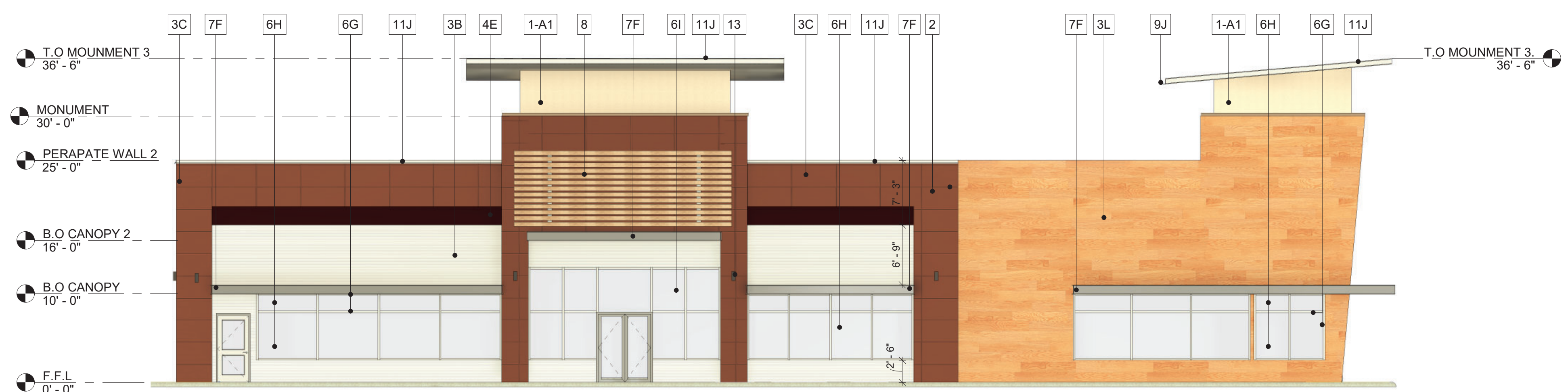
- CONTRACTOR SHALL PRUNE ALL EXISTING TREES ON-SITE USING STANDARD GUIDELINES IN THE INDUSTRY.
- ALL TREES SHALL BE TRIMMED SO THAT NATURAL SHAPES OF THE PLANTS ARE RETAINED.
- DO NOT 'TOP' OR 'HEAD' TREES.
- IF BALLING OR SHEARING OF TREES HAS OCCURRED IN THE PAST, DISCONTINUE THIS PRACTICE AND ALLOW PLANTS TO GROW INTO NATURAL SHAPE.
- REMOVE SUCKERS, DEAD, DYING, DISEASED, BROKEN AND / OR WEAK BRANCHES FROM ALL TREES ALONG THE MAIN TRUNK STRUCTURE AND WITHIN THE BRANCHING AREA.
- CONTRACTOR SHALL PRUNE EXISTING DECIDUOUS HARDWOOD BY REMOVING LOWER LIMBS TO RAISE THE CANOPY. THE BOTTOM OF THE CANOPY SHALL BE RAISED TO 12'-0" ABOVE GRADE FOR DECIDUOUS HARDWOOD TREES, WHEN POSSIBLE. THE INTEGRITY OF THE CANOPY AND STRUCTURE OF THE TREE SHALL BE MAINTAINED. DO NOT CUT OR PRUNE CENTRAL LEADERS.
- CONTRACTOR SHALL THIN THE CANOPY BY ONE-FOURTH. PRUNE TREE TO EVENLY SPACE BRANCHES WITHIN THE CANOPY WHENEVER POSSIBLE. REMOVE THOSE LIMBS THAT CROSS OTHERS, DOUBLE LEADERS AND THOSE THAT EXCESSIVELY EXTEND BEYOND THE NATURAL CROWN OF THE TREE.
- CONTRACTOR SHALL PROVIDE DEEP ROOT FEEDING AND INVIGORATION OF EXISTING TREES. THIS SHALL BE ORGANIC BASED NUTRIENTS BASED FOR ROOT GROWTH AND LEAF GROWTH STIMULATION.
- CONTRACTOR SHALL BE REQUIRED TO CHIP ALL REMOVED BRANCHES, LEAFS, ETC.

DWG #	REFERENCE DRAWINGS	REV	DATE:	DESCRIPTION	BY:	CHK	APR	DRAWN BY:	CHECKED BY:	ENGINEER:	DATE:	MTS PROJECT NO.:
		0	10/25/2023	ISSUED FOR PERMIT	TT	SK	GM	TT	SK	GM	10/25/2023	29929
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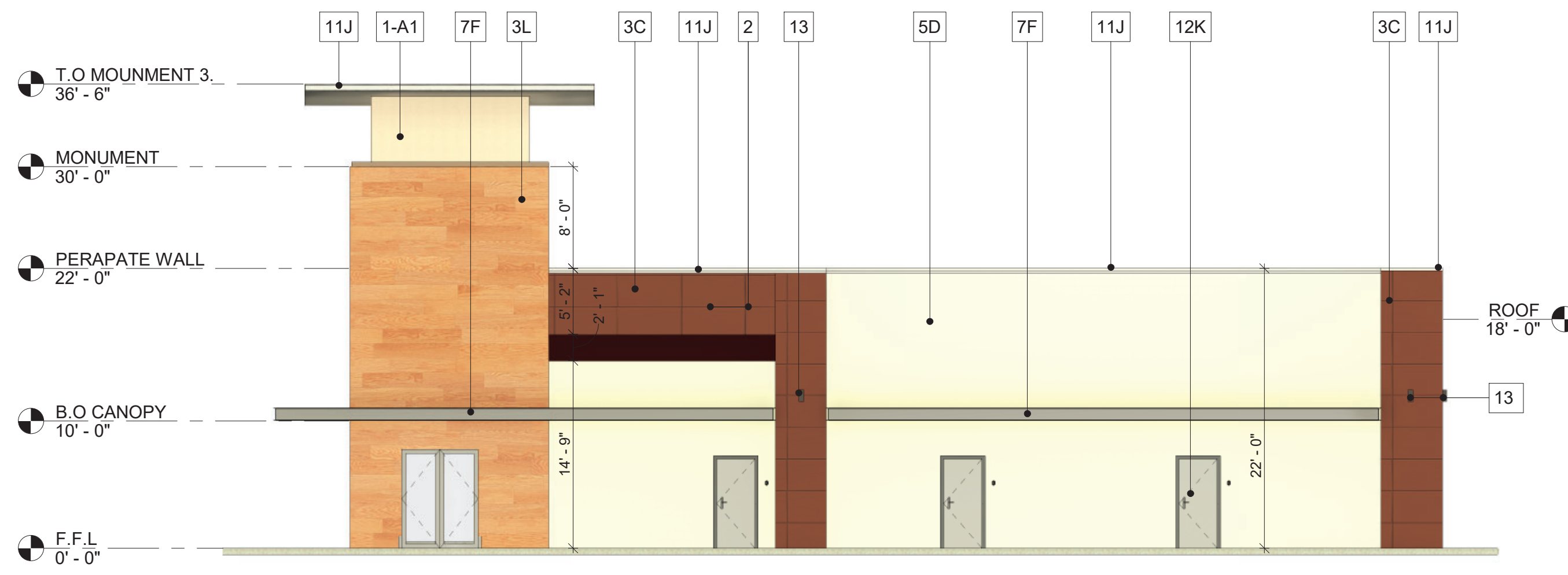
DEVELOPMENT ON SCHERTZ
 I-35 AT FM-2252,
 SCHERTZ, TEXAS



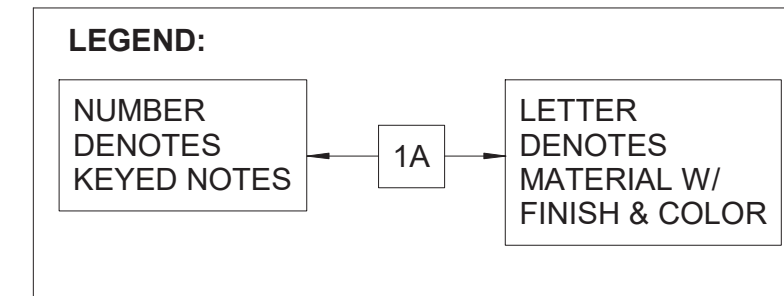
MTS ENGINEERING & DESIGN
 9950 WESTPARK DR. SUITE #426
 HOUSTON TEXAS 77063
 (281) 404-4438 (281) 253-4849
FIRM NO. 18844



1 NORTH ELEVATION FACING SOUTH
1/8" = 1'-0"



2 WEST ELEVATION FACING EAST
1/8" = 1'-0"



EXTERIOR FINISH SCHEDULE					
TAG	MATERIAL	FINISH	COLOR	BULDING COMPONENT	REMARKS
A	StoPowerwall™ STUCCO SYS.	SMOOTH		EXTERIOR WALL	
A1	StoPowerwall™ STUCCO SYS.	SMOOTH		EXTERIOR WALL	
B	NICHIHA FIBER CEMENT SIDING	RIBBED		EXTERIOR WALL	
C	NICHIHA FIBER CEMENT SIDING	STOCK ILLUMINATION		EXTERIOR WALL	
D	CMU	SMOOTH FACE		EXTERIOR WALL	
E	HR-16 METAL WALL PANEL	METALLIC/ ACRYLIC-COATED		EXTERIOR WALL	
F	ALUMINUM	PREFINISHED KYNAR 500 PAINT		CANOPY	
G	ALUMINUM	PREFINISHED KYNAR 500 PAINT		STOREFRONT SYSTEM	
H	1" INSULATING TEMPERED SOLARBAN 70 LOW-E-GLASS	CLEAR GLASS		EXTERIOR GLAZING	
I	1" INSULATING SOLARBAN 70 LOW-E-GLASS	CLEAR GLASS		EXTERIOR GLAZING	
J	22 GA. STEEL	PREFINISHED KYNAR 500 PAINT		GUTTER, DOWNSPOUTS & COPING	
K	16 GA. STEEL	GALV. PAINTED		DOOR	
L	NICHIHA FIBER CEMENT SIDING	WOODEN		EXTERIOR WALL	

EXTERIOR BUILDING MATERIAL SPECIFICATION:			
NO.	BUILDING MATERIAL	TYPE/ STYLE	COLOR/ FINISH
A	EXTERIOR SHEATHING/ SUBSTRATE.		
1	ALL EXTRIR SHEATHING TO BE 5/8" DENSGLOSS GOLD EXTERIOR SHEATHING OR 5/8" CDX PLYWOOD (WHERE APPLICABLE PER STRUCTURAL DESIGN). REFER TO BUILDING ELEVATIONS, SECTIONS & STRUCTURAL DRAWINGS FOR EXACT LOCATION.	DENSGLOSS GOLD/ CDX PLYWOOD	
B	FLUID-APPLIED AIR & MOISTURE BARRIERS		
1	StoGuard FLUID APPLIED WATERPROOF AIR BARRIER SYSTEM BY sto CORP INCLUDE THE FOLLOWING: a. StoGuard JOINT TREATMENT b. Sto EmeraldCoat (FLUID APPLIED WATERPROOF AIR BARRIER MEMBRANE) StoGuard JOINT TREATMENT: ALL EXTERIOR SHEATHING & CMU BLOCK JOINTS, SEAMS, CRACKS, AND TRANSITIONS IN ABOVE GRADE WALL CONSTRUCTION ARE TO BE SEALED WITH StoGuard RapidFill ALL EXTERIOR ROUGH OPENINGS ARE TO BE SEALED WITH StoGuard RapidSeal FLUID APPLIED StoGuard™ WATERPROOF AIR BARRIER MEMBRANE: UPON COMPLETION OF StoGuard JOINT TREATMENT, APPLY Sto EmeraldCoat) OVER ENTIRE SURFACE PER MANUFACTURER'S CONSTRUCTION SPECIFICATIONS	StoGuard WATERPROOF AIR BARRIER SYSTEM WITH Sto ElementCoat	STO CORP. DISTRIBUTOR MORRELL MASONRY (713)691-6585 (281) 667-5670 CONTACT:

EXTERIOR BUILDING MATERIAL SPECIFICATION:			
NO.	BUILDING MATERIAL	TYPE/ STYLE	COLOR/ FINISH
C	STUCCO SYSTEM		
1	3/4" THICK StoPowerwall STUCCO SYSTEM OVER FLUID APPLIED StoGuard WATERPROOF AIR BARRIER SYSTEM BY sto CORP. STO Powerwall STUCCO SYSTEM: 1. STO JOINT TREATMENT 2. STO EMERALDCOAT 3. 3/4" STO POWERWALL SCRATCH & BROWN COAT 4. STO PRIMER SMOOTH 5. STO POWERWALL FINE NOTES: FINISH COATINGS TO BE STOLASTIC SAND AND SMOOTH. INSTALL THE PRODUCTS PER MANUF. SPECIFICATIONS	DENSGLOSS GOLD	
D	FIBER CEMENT SIDING		
1	NICHIHA FIBER CEMENT SIDING OVER FLUID APPLIED STOGUARD WATERPROOF AIR BARRIER MEMBRANE (INSTALL PER MANUF. SPECIFICATIONS)	ILLUMINATIO N SERIES	
E	PREFIN. MTL. WALL PANEL BY MBCI		
1	MBCI PBC WALL PANEL OVER TAMKO TW-60 SELF-ADHER NG RUBBERIZED ASPHALT SHEET WATERPROOFING MEMBRANE ON 5/8" CDX PLYWOOD EXTERIOR SHEATHING. (INSTALL PER MANUF. SPECIFICATIONS)	PBC	METALLIC/ ACRYLIC-COTE D GALVALUME

EXTERIOR BUILDING MATERIAL SPECIFICATION:			
NO.	BUILDING MATERIAL	TYPE/ STYLE	COLOR/ FINISH
F	PREFIN. MTL. WALL PANEL BY BERRIDGE		
1	BERRIDGE HR-16 WALL PANEL OVER TAMKO TW-60 SELF-ADHER NG RUBBERIZED ASPHALT SHEET WATERPROOFING MEMBRANE ON 5/8" CDX PLYWOOD EXTERIOR SHEATHING. (INSTALL PER MANUF. SPECIFICATIONS)	HR-16	
G	STOREFRONT SYSTEM		
1	STOREFRONT SYSTEM: OLDCASTLE RELIANCE SERIES SSG MULLION CURTAIN WALL W/ 1" INSULATING STRUCTURAL SILICON GLAZED SYSTEM. RE: WINDOW SCHEDULE	RELIANCE	
H	STOREFRONT CANOPY SYS.		
1	PREFINISHED ALUMINUM STOREFRONT ENTRANCE CANOPY. WALKWAY COVER & SUN CONTROL DEVICE ARE TO BE PROVIDED AND INSTALLED BY MANUFACTURER .		

GENERAL NOTES:

1. PROVIDE SHOPE DRAWING OF STOREFRONT PRIOR TO FABRICATION, DETAILING MATERIALS, FINISH, SIZES, PROFILES, CONNECTION, ETC.
2. ALL PAINT SHALL BE APPROVED BY OWNER PRIOR TO APPLICATION. PREPARE SURFACE AND APPLY PAINT, PRE PAINT MFR. RECOMENDATIONS.
3. PAINT MECH. AND PLUMBING ROOF PENETRATIONS.
4. LL GLAZING, STOREFRONT AND DOORS TO BE TEMPERED, SEE WINDOW SCHEDULE ON SHEET A-600
5. VERTICAL DIMENSIONS SHOWN ARE FOR REFERENCE TO TOP OF FRAMING LUMBER FROM TOP OF FLOOR SLAB (U.O.N) SEE TYPE WALL SECTIONS AND DETAILS FOR SPECIFICS.

KEYED NOTES:

1. 3/4" StoPowerwall™ STUCCO SYS. BY STO CORP. OVER 5/8" DENSGLOSS GOLD EXTERIOR SHEATHING. RE:EXTERIOR BUILDING MATERIAL SCHEDULE.
2. CONTROL JOINT (TYP.), INSTALL PER StoPowerwall™ NEXT STUCCO CONTROL JOINT DETAIL.
3. NICHIHA FIBER CEMENT SIDING OVER 5/8" CDX PLYWOOD EXTERIOR SHEATHING.RE:EXTERIOR BUILDING MATERIAL SPECS
4. BRIDGE HR-16 HORIZONTAL WALL PANEL INSTALL FOR METAL WALL PANELS PRE BRIDGE CONST. DETAILS RE: EXTERIOR BLDG. MATERIAL SPECS.
5. 8" CMU W/TRUSS TYPE REINF. @ 16" O.C. & #5 VERT. @ 24" O.C. FILL REINF. CELLS W/3000 PSI GROUT. CMU BLOCK WALL TO BE SEALD WITH FLUID APPLIED StoGuard (Sto Emeraldcoat) WATERPROOF AIR BARRIER SYSTEM BY Sto Corp (PAINTED).
6. 6000 SERIES THERMAL MP FRONT SET CLEAR ANODIZED CLASS-II FINISH ALUMINIUM STOREFRONT WITH 1" INSULATING STRUCTURAL SILICON LOW-E GLAZING (SSG) SYSTEM BY OLDCASTLE BUILDING ENVELOP. RE: WINDOW SCHEDULE.
7. PREFINISHED ALUMINIUM ENTRANCE CANOPY PROVIDED & INSTALLED BY AVADEK. RE: EXTERIOR BUILDING MATERIAL SCHEDULE.
8. EXTERIOR SIGN BY OWNER'S APPROVED VENDOR. BUILDING SIGN TO BE PROVIDED AND INSTALLED BY APPROVED SIGN VENDOR UNDER SEPARATE PERMIT. CONTR. TO CONTACT & COORDINATE W/ SIGN CONTR. & COPLY W/ NECESSARY ELECT. REQUIRMENTS. USE 5/8" CDX PLYWOOD SHEATHING, BEHAND SIGNAGE.
9. 6"X6" 22 GA. GALV. STEEL WITH KYNAR™ PAINT FINISH METAL DOWNSPOUT WITH 2" WIDE GALV. MTL. STRAP W/ EXP. BOLTS (MIN. 4 PER DOWNSPOUT)
10. ROOF ACCESS LADDER (RE: STRUCTURAL DRAWING).
11. 22 GA. GALV. METAL COPING WITH KYNAR PAINT FINISH OVER 22 GA. GALV. STEEL SELF-INDEXING CONTINUOUS CLEAT.
12. 16 GA. GALV. HOLLOW METAL DOOR FRAME AS SPEC'D.
13. WALL SCONCE LIGHT FIXTURE AS SPEC'D MOUNTAD AT 10'-0" A.F.F. REFER TO ELECT. DWG.
14. WALL PACK AS SPEC'D AT 11'-10" A.F.F. RE: ELECT. DWG.

GENERAL NOTES FOR CONTRACTOR:

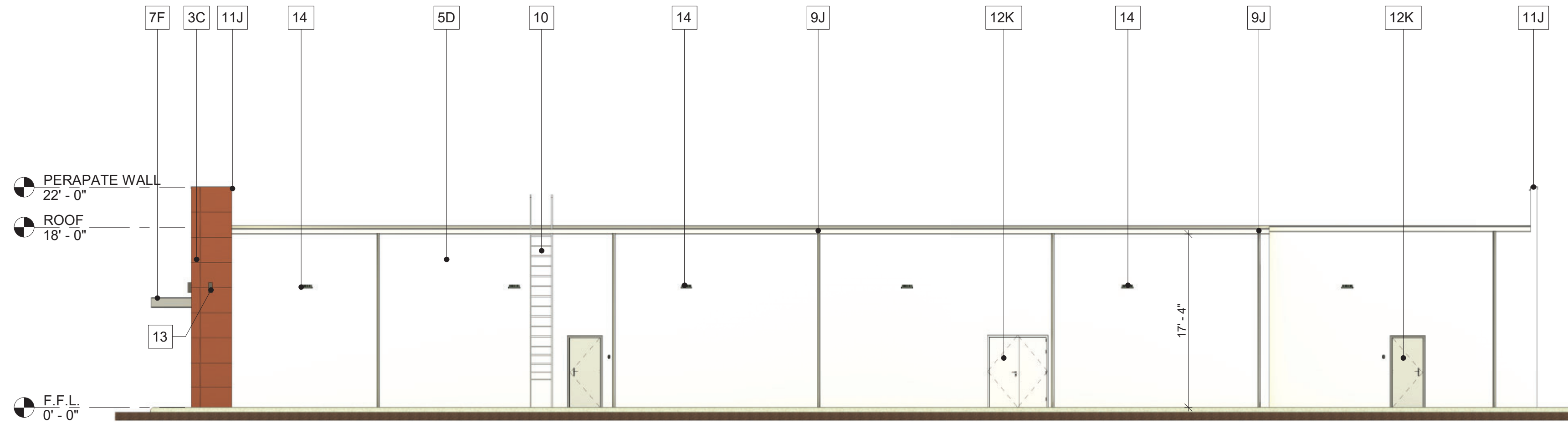
1. COLORS ARE SUBJECTED TO CHANGE, CONFIRM WITH ARCHITECTS FOR FINAL COLORS BEFORE PURCHASING MATERIALS.
2. REFER TO ENLERGED PARTIAL BLDG, ELEVATION ON SHEET A-200 FOR EXTERIOR COLOR SCHEME.
3. SUBMIT A SAMPLE OF 24 BY 24 INCH HARD BOARD OF COATING TEXTURE AND COLOR WITH A MANUFACTURER'S SPECIFICATIONS, INSTALATION INSTRUCTIONS AND PRODUCT DATA TO THE ENGINEER PRIOR TO COMMENCING ANY WORK.
4. REFER TO "WINDOW TYPES" ON SHEET A-600 FOR STOREFRONT ELEVATIONS.
5. SEAL THE ENTIRE EXTERIOR CMU BLOCK WALL WITH StoGuard FLUID APPLIED WATERPROOF AIR BARRIER SYSTEM BY sto CORP (TYP.)
6. CONTRACTOR SHALL SUBMIT MANUFACTURER CUT SHEETS AND SAMPLES FOR ALL SYSTEM MATERIAL FOR REVIEW AND APPROVAL BEFORE PLACING THE ORDER. SUBSTITUTE MANUF./ PRODUCTS MUST BE EQUAL QUALITY IN FUCTION AND APPEARANCE, AND MUST BE APPROVED BY THE ENGINEER AND OWNER.
7. CONTRUCTOR SHALL VERIFY AND COORDINATE ALL NEW AND EXISTING CONDITIONS AND DIMENSIONS AT JOB SITE FOR COMPARISON WITH DRAWINGS AND SPECIFICATIONS PRIOR TO COMMENCING ANY WORK. IF ANY DISCREPANCIES, INCOSISTENCIES OR OMISSIONS ARE FOUND, THE ENGINEER SHALL BE NOTIFIED IN WRITING FOR CLARIFICATION PRIOR TO PROCEEDING WITH WORK.

DWG #	REFERENCE DRAWINGS	REV	DATE	DESCRIPTION	BY:	CHK	APR	DRAWN BY:	CHECKED BY:	ENGINEER:	DATE:	PROJECT NO.:
		0	10/25/2023	ISSUED FOR PERMIT	TT	MS	GM	TT	MS	GM	29929	
								SCALE:	DRAWING TITLE:	DRAWING NUMBER:	REV:	
								1/8" = 1'-0"	EXTERIOR ELEVATIONS	A200	0	

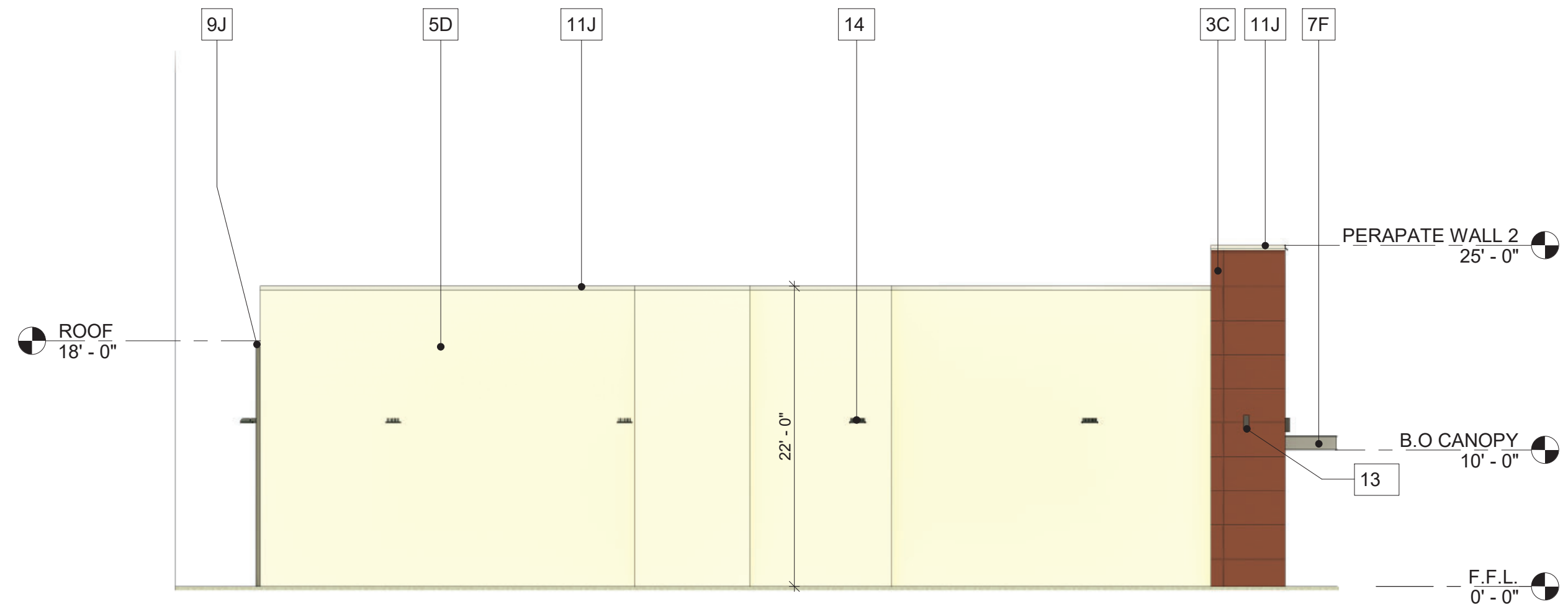
DEVELOPMENT ON SCHERTZ,
I-35 AT FM-2252,
SCHERTZ, TEXAS



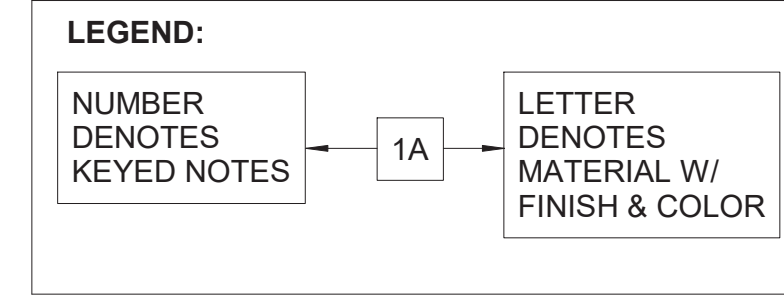
MTS ENGINEERING & DESIGN
9950 WESTPARK DR. SUITE #426
HOUSTON TEXAS 77063
(281) 404-4438 (281) 253-4849
FIRM NO. 18844



1 SOUTH ELEVATION FACING NORTH
1/8" = 1'-0"



2 EAST ELEVATION FACING WEST
1/8" = 1'-0"



EXTERIOR FINISH SCHEDULE					
TAG	MATERIAL	FINISH	COLOR	BUILDING COMPONENT	REMARKS
A	StoPowerwall™ STUCCO SYS.	SMOOTH		EXTERIOR WALL	
A1	StoPowerwall™ STUCCO SYS.	SMOOTH		EXTERIOR WALL	
B	NICHIHA FIBER CEMENT SIDING	RIBBED		EXTERIOR WALL	
C	NICHIHA FIBER CEMENT SIDING	STOCK ILLUMINATION		EXTERIOR WALL	
D	CMU	SMOOTH FACE		EXTERIOR WALL	
E	HR-16 METAL WALL PANEL	METALLIC/ ACRYLIC-COATED		EXTERIOR WALL	
F	ALUMINUM	PREFINISHED KYNAR 500 PAINT		CANOPY	
G	ALUMINUM	PREFINISHED KYNAR 500 PAINT		STOREFRONT SYSTEM	
H	1" INSULATING TEMPERED SOLARBAN 70 LOW-E-GLASS	CLEAR GLASS		EXTERIOR GLAZING	
I	1" INSULATING SOLARBAN 70 LOW-E-GLASS	CLEAR GLASS		EXTERIOR GLAZING	
J	22 GA. STEEL	PREFINISHED KYNAR 500 PAINT		GUTTER, DOWNSPOUTS & COPING	
K	16 GA. STEEL	GALV. PAINTED		DOOR	
L	NICHIHA FIBER CEMENT SIDING	WOODEN		EXTERIOR WALL	

EXTERIOR BUILDING MATERIAL SPECIFICATION:				
NO.	BUILDING MATERIAL	TYPE/ STYLE	COLOR/ FINISH	MANUFACTURER
A	EXTERIOR SHEATHING/ SUBSTRATE.			
1	ALL EXTRIR SHEATHING TO BE 5/8" DENSGLOSS GOLD EXTERIOR SHEATHING OR 5/8" CDX PLYWOOD (WHERE APPLICABLE PER STRUCTURAL DESIGN). REFER TO BUILDING ELEVATIONS, SECTIONS & STRUCTURAL DRAWINGS FOR EXACT LOCATION.	DENSGLOSS GOLD/ CDX PLYWOOD		G.P GYPSUM CORP. 1.800.327.2344
B	FLUID-APPLIED AIR & MOISTURE BARRIERS			
1	StoGuard FLUID APPLIED WATERPROOF AIR BARRIER SYSTEM BY sto CORP INCLUDE THE FOLLOWING: a. StoGuard JOINT TREATMENT b. Sto EmeraldCoat (FLUID APPLIED WATERPROOF AIR BARRIER MEMBRANE) StoGuard JOINT TREATMENT: ALL EXTERIOR SHEATHING & CMU BLOCK JOINTS, SEAMS, CRACKS, AND TRANSITIONS IN ABOVE GRADE WALL CONSTRUCTION ARE TO BE SEALED WITH StoGuard RapidFill ALL EXTERIOR ROUGH OPENINGS ARE TO BE SEALED WITH StoGuard RapidSeal FLUID APPLIED StoGuard™ WATERPROOF AIR BARRIER MEMBRANE. UPON COMPLETION OF StoGuard JOINT TREATMENT, APPLY Sto EmeraldCoat) OVER ENTIRE SURFACE PER MANUFACTURER'S CONSTRUCTION SPECIFICATIONS	StoGuard WATERPROOF AIR BARRIER SYSTEM WITH Sto ElementCoat		STO CORP. DISTRIBUTOR MORRELL MASONRY (713)691-6585 (281) 667-5670 CONTACT:

EXTERIOR BUILDING MATERIAL SPECIFICATION:				
NO.	BUILDING MATERIAL	TYPE/ STYLE	COLOR/ FINISH	MANUFACTURER
C	STUCCO SYSTEM			
1	3/4" THICK StoPowerwall STUCCO SYSTEM OVER FLUID APPLIED StoGuard WATERPROOF AIR BARRIER SYSTEM BY sto CORP. STO Powerwall STUCCO SYSTEM: 1. STO JOINT TREATMENT 2. STO EMERALDCOAT 3. 3/4" STO POWERWALL SCRATCH & BROWN COAT 4. STO PRIMER SMOOTH 5. STO POWERWALL FINE NOTES: FINISH COATINGS TO BE STOLASTIC SAND AND SMOOTH. INSTALL THE PRODUCTS PER MANUF. SPECIFICATIONS	DENSGLOSS GOLD		G.P GYPSUM CORP. 1.800.327.2344
D	FIBER CEMENT SIDING			
1	NICHIHA FIBER CEMENT SIDING OVER FLUID APPLIED STOGUARD WATERPROOF AIR BARRIER MEMBRANE (INSTALL PER MANUF. SPECIFICATIONS)	ILLUMINATION SERIES		MANUFACTURER NICHIHA CONTACTROB NECESSARY NICHIHA FIBER CEMENT (770)805-9466 (678) 283-0838
E	PREFIN. MTL. WALL PANEL BY MBCI			
1	MBCI PBC WALL PANEL OVER TAMKO TW-60 SELF-ADHER NG RUBBERIZED ASPHALT SHEET WATERPROOFING MEMBRANE ON 5/8" CDX PLYWOOD EXTERIOR SHEATHING. (INSTALL PER MANUF. SPECIFICATIONS)	PBC	METALLIC/ ACRYLIC-COTE D GALVALUME	MBCI (877)713-6224

EXTERIOR BUILDING MATERIAL SPECIFICATION:				
NO.	BUILDING MATERIAL	TYPE/ STYLE	COLOR/ FINISH	MANUFACTURER
F	PREFIN. MTL. WALL PANEL BY BERRIDGE			
1	BERRIDGE HR-16 WALL PANEL OVER TAMKO TW-60 SELF-ADHER NG RUBBERIZED ASPHALT SHEET WATERPROOFING MEMBRANE ON 5/8" CDX PLYWOOD EXTERIOR SHEATHING. (INSTALL PER MANUF. SPECIFICATIONS)	HR-16		BERRIDGE CONTACT: (281)707-4117
G	STOREFRONT SYSTEM			
1	STOREFRONT SYSTEM: OLDCASTLE RELIANCE SERIES SSG MULLION CURTAIN WALL W/ 1" INSULATING STRUCTURAL SILICON GLAZED SYSTEM. RE: WINDOW SCHEDULE	RELIANCE		MANUFACTURER OLDCASTLE
H	STOREFRONT CANOPY SYS.			
1	PREFINISHED ALUMINUM STOREFRONT ENTRANCE CANOPY. WALKWAY COVER & SUN CONTROL DEVICE ARE TO BE PROVIDED AND INSTALLED BY MANUFACTURER .			

GENERAL NOTES:

1. PROVIDE SHOPE DRAWING OF STOREFRONT PRIOR TO FABRICATION, DETAILING MATERIALS, FINISH, SIZES, PROFILES, CONNECTION, ETC.
2. ALL PAINT SHALL BE APPROVED BY OWNER PRIOR TO APPLICATION. PREPARE SURFACE AND APPLY PAINT, PRE PAINT MFR. RECOMENDATIONS.
3. PAINT MECH. AND PLUMBING ROOF PENETRATIONS.
4. LL GLAZING, STOREFRONT AND DOORS TO BE TEMPERED, SEE WINDOW SCHEDULE ON SHEET A-600
5. VERTICAL DIMENSIONS SHOWN ARE FOR REFERENCE TO TOP OF FRAMING LUMBER FROM TOP OF FLOOR SLAB (U.O.N) SEE TYPE WALL SECTIONS AND DETAILS FOR SPECIFICS.

KEYED NOTES:

1. 3/4" StoPowerwall™ STUCCO SYS. BY STO CORP. OVER 5/8" DENSGLOSS GOLD EXTERIOR SHEATHING. RE: EXTERIOR BUILDING MATERIAL SCHEDULE.
2. CONTROL JOINT (TYP.). INSTALL PER StoPowerwall™ NEXT STUCCO CONTROL JOINT DETAIL.
3. NICHIHA FIBER CEMENT SIDING OVER 5/8" CDX PLYWOOD EXTERIOR SHEATHING. RE: EXTERIOR BUILDING MATERIAL SPECS
4. BRIDGE HR-16 HORIZONTAL WALL PANEL INSTALL FOR METAL WALL PANELS PRE BRIDGE CONST. DETAILS RE: EXTERIOR BLDG. MATERIAL SPECS.
5. 8" CMU W/TRUSS TYPE REINF. @ 16" O.C. & #5 VERT. @ 24" O.C. FILL REINF. CELLS W/3000 PSI BLOCK. CMU BLOCK WALL TO BE SEALD WITH FLUID APPLIED StoGuard (Sto Emeraldcoat) WATERPROOF AIR BARRIER SYSTEM BY Sto Corp (PAINTED).
6. 6000 SERIES THERMAL MP FRONT SET CLEAR ANODIZED CLASS-II FINISH ALUMINIUM STOREFRONT WITH 1" INSULATING STRUCTURAL SILICON LOW-E GLAZING (SSG) SYSTEM BY OLDCASTLE BUILDING ENVELOP. RE: WINDOW SCHEDULE.
7. PREFINISHED ALUMINIUM ENTRANCE CANOPY PROVIDED & INSTALLED BY MANUFACTURER. RE: EXTERIOR BUILDING MATERIAL SCHEDULE.
8. EXTERIOR SIGN BY OWNER'S APPROVED VENDOR. BUILDING SIGN TO BE PROVIDED AND INSTALLED BY APPROVED SIGN VENDOR UNDER SEPARATE PERMIT. CONTR. TO CONTACT & COORDINATE W/ SIGN CONTR. & COPLY W/ NECESSARY ELECT. REQUIRMENTS. USE 5/8" CDX PLYWOOD SHEATHING, BEHAND SIGNAGE.
9. 6"x6" 22 GA. GALV. STEEL WITH KYNAR™ PAINT FINISH METAL DOWNSPOUT WITH 2" WIDE GALV. MTL. STRAP W/ EXP. BOLTS (MIN. 4 PER DOWNSPOUT)
10. ROOF ACCESS LADDER (RE: STRUCTURAL DRAWING).
11. 22 GA. GALV. METAL COPING WITH KYNAR PAINT FINISH OVER 22 GA. GALV. STEEL SELF-INDEXING CONTINUOUS CLEAT.
12. 16 GA. GALV. HOLLOW METAL DOOR FRAME AS SPEC'D.
13. WALL SCONCE LIGHT FIXTURE AS SPEC'D MOUNTAD AT 11'-0" A.F.F. REFER TO ELECT. DWG.
14. WALL PACK AS SPEC'D AT 12" A.F.F. RE: ELECT. DWG.

GENERAL NOTES FOR CONTRACTOR:

1. COLORS ARE SUBJECTED TO CHANGE. CONFIRM WITH ARCHITECTS FOR FINAL COLORS BEFORE PURCHASING MATERIALS.
2. REFER TO ENLERGED PARTIAL BLDG. ELEVATION ON SHEET A-200 FOR EXTERIOR COLOR SCHEME.
3. SUBMIT A SAMPLE OF 24 BY 24 INCH HARD BOARD OF COATING TEXTURE AND COLOR WITH A MANUFACTURER'S SPECIFICATIONS, INSTALLATION INSTRUCTIONS AND PRODUCT DATA TO THE ENGINEER PRIOR TO COMMENCING ANY WORK.
4. REFER TO "WINDOW TYPES" ON SHEET A-600 FOR STOREFRONT ELEVATIONS.
5. SEAL THE ENTIRE EXTERIOR CMU BLOCK WALL WITH StoGuard FLUID APPLIED WATERPROOF AIR BARRIER SYSTEM BY sto CORP (TYP.)
6. CONTRACTOR SHALL SUBMIT MANUFACTURER CUT SHEETS AND SAMPLES FOR ALL SYSTEM MATERIAL FOR REVIEW AND APPROVAL BEFORE PLACING THE ORDER. SUBSTITUTE MANUF./ PRODUCTS MUST BE EQUAL QUALITY IN FUCTION AND APPEARANCE, AND MUST BE APPROVED BY THE ENGINEER AND OWNER.
7. CONTRUCTOR SHALL VERIFY AND COORDINATE ALL NEW AND EXISTING CONDITIONS AND DIMENSIONS AT JOB SITE FOR COMPARISON WITH DRAWINGS AND SPECIFICATIONS PRIOR TO COMMENCING ANY WORK. IF ANY DISCREPANCIES, INCOSISTENCIES OR OMISSIONS ARE FOUND, THE ENGINEER SHALL BE NOTIFIED IN WRITING FOR CLARIFICATION PRIOR TO PROCEEDING WITH WORK.

DWG #	REFERENCE DRAWINGS	REV	DATE	DESCRIPTION	BY	CHK	APR	DRAWN BY:	CHECKED BY:	ENGINEER:	DATE:	PROJECT NO.:
		0	10/25/2023	ISSUED FOR PERMIT	TT	MS	GM	TT	MS	GM	29929	29929
								SCALE:	DRAWING TITLE:	DRAWING NUMBER:	REV:	
								1/8" = 1'-0"	EXTERIOR ELEVATIONS	A201	0	

DEVELOPMENT ON SCHERTZ,
I-35 AT FM-2252,
SCHERTZ, TEXAS



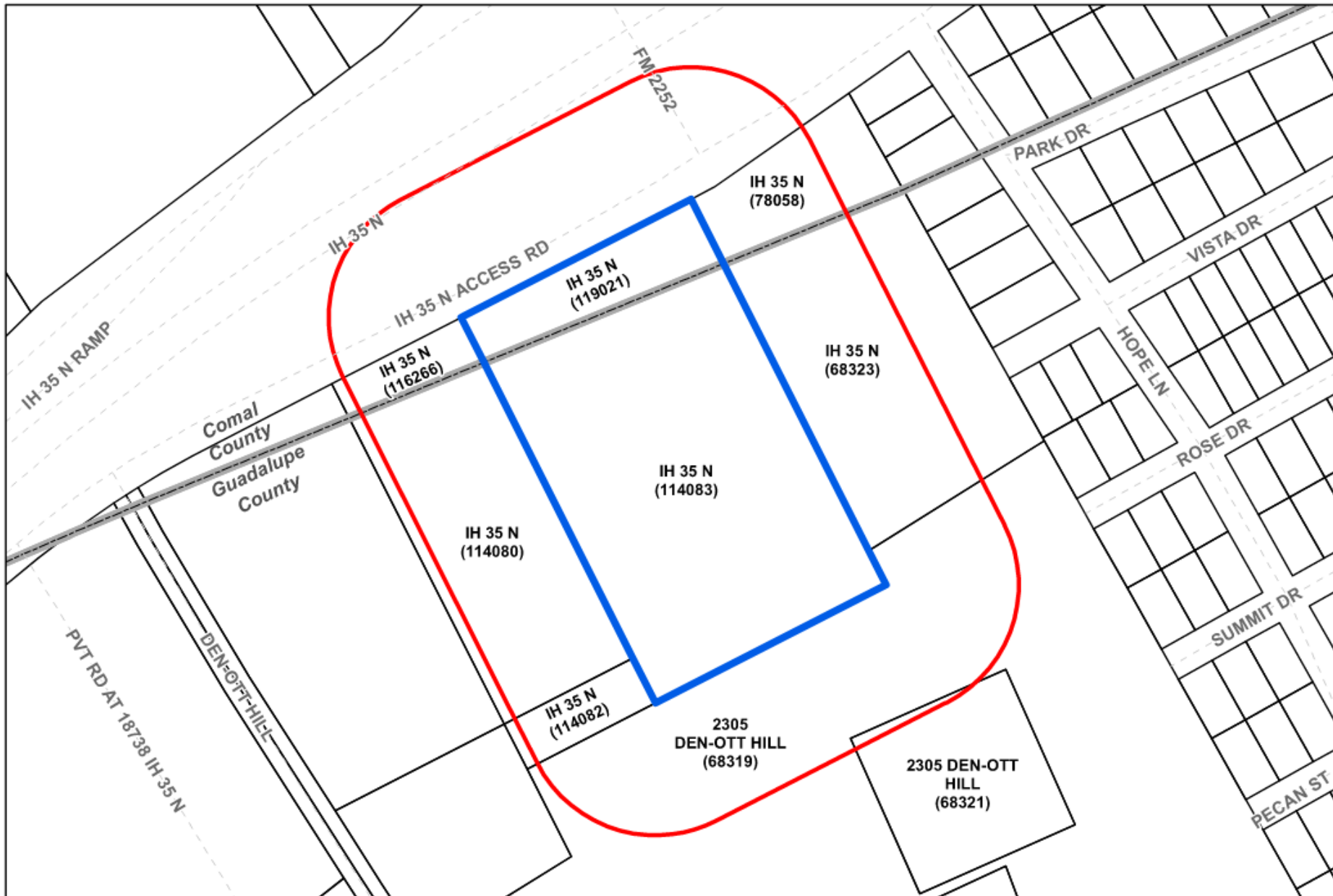
MTS ENGINEERING & DESIGN
9950 WESTPARK DR. SUITE #426
HOUSTON TEXAS 77063
(281) 404-4438 (281) 253-4849
FIRM NO. 18844



Ordinance No: 23-S-32

Specific Use Permit for a convenience store with gas pumps
(7.8 acres)

Daisy Marquez | PLANNER



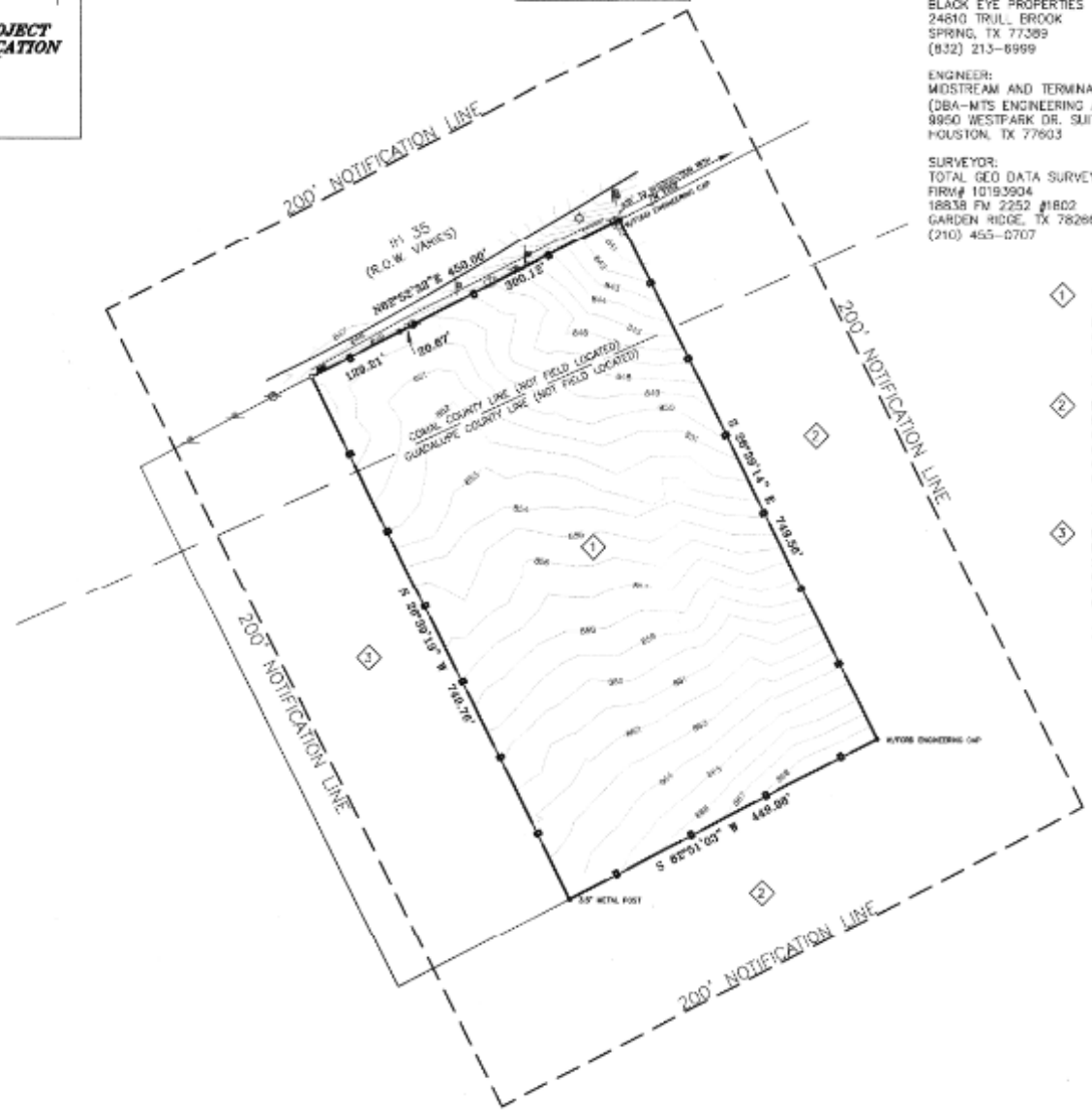
- Nov 1, 2023: 5 public hearing notices mailed
- Nov 29, 2023: public hearing notice published in San Antonio Express
- Responses Received:
 4- Opposition
 1- In Favor
 0- Neutral
- 1 Sign was posted on the property.





LOCAL MAP
REF TO SHEET

SPECIFIC USE EXHIBIT



DEVELOPER:
BLACK EYE PROPERTIES
24610 TRUL BROOK
SPRING, TX 77389
(832) 213-8999

ENGINEER:
MIDSTREAM AND TERMINAL SERVICES LLC.
(DBA-MTS ENGINEERING AND DESIGN)
9950 WESTPARK DR. SUITE 426
HOUSTON, TX 77063

SURVEYOR:
TOTAL GEO DATA SURVEYING LLC
FIRM# 10193904
18838 FM 2252 #1802
GARDEN RIDGE, TX 78268
(210) 455-0707

- 1 TRAWICK & NANCY A WOMACK
1413 SETTLEMENT WAY
NEW BRAUNFELS, TX 78132
GCAD PROPERTY ID: 114083
CCAD PROPERTY ID: 119021
ZONE: (GB) GENERAL BUSINESS
- 2 DIANA DENBERGER DTT ET AL
P O BOX 18155
CORPUS CHRISTI, TX 78480
GCAD PROPERTY ID: 68319
CCAD PROPERTY ID: 68323
CCAD PROPERTY ID: 78058
ZONE: (GB) GENERAL BUSINESS
- 3 RONALDO & CLARE M CABRILLO
P O BOX 050843
SAN ANTONIO, TX 78288
GCAD PROPERTY ID: 114080
GCAD PROPERTY ID: 114082
CCAD PROPERTY ID: 116266
ZONE: (GB) GENERAL BUSINESS

EXISTING ZONING: GENERAL BUSINESS DISTRICT (GB) - 7.744 AC.
PROPOSED ZONING: GENERAL BUSINESS DISTRICT (GB) - 7.744 AC.

NOTES:
1. SURVEY OF TRAINING NORTH AMERICAN SYSTEM OF 1983 TRANS STATE PLANE COORDINATE SYSTEM SOUTH ZONAL ZONE, BASED ON 800 METERS ELLIPSOID.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REGARDING COVER MATTERS OF RECORD OR EFFECTIVE EASEMENTS.
3. SURVEY PROPERTY APPEARS TO BE OVERLAP WITH THE FLOOD ZONE AREA "D" (DATA DETERMINED TO BE OUTSIDE THE SURVEYED PROPERTY BOUNDARIES) AS INDICATED ON THE FLOODPLAIN FLOOD INSURANCE RATE MAP (FIRM) EFFECTIVE DATE: NOVEMBER 3, 2017 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR GUADALUPE COUNTY, TEXAS. EXEMPTION DOES NOT GUARANTEE OR WARRANT THE ACCURACY OR CORRECTNESS OF THE FIRM MAPS.
4. THIS EXHIBIT IS NOT A REBOUND SURVEY.

PREPARED: 09/26/2023
DRAWN: 10/11/2023
REVISION: 10/20/2023
SCALE: 1" = 100'
JOB NO.: 2023-074
ZONING EXHIBIT FOR:
DESIGNED REALTY GROUP

LEGEND
S.L. - SURVEY STATION
C.M. - OFFICE PUBLIC RECORDS
M.P. - METERS PER SECOND
F.L. - POINT OF BEGINNING
V.L. - VERTICAL CURVE
P.L. - POINT OF INTERSECTION
S.P. - STATION POINT
S.D. - STATION DATA
S.C. - STATION CURVE
S.L. - STATION LINE
S.P. - STATION POINT
S.D. - STATION DATA
S.C. - STATION CURVE
S.L. - STATION LINE



I HEREBY CERTIFY THAT THE ABOVE MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS.
J. J. Schertz
10/20/23

TOTAL GEO DATA
SURVEYING LLC.

FIRM & OFFICE
18838 FM 2252 #1802
GARDEN RIDGE, TX 78268
(817) 455-0707
FIRM# 10193904
WWW.TOTALGEO.COM

OWNER
TRAWICK & NANCY A WOMACK
1413 SETTLEMENT WAY
NEW BRAUNFELS, TX 78132
(210) 240-2077

APPLICANT
DESIGNED REALTY GROUP
22412 FM 2100
LUTTWAN, TX 77350
(210) 324-1300

GUADALUPE COUNTY
PROPERTY ID:
114083
COMAL COUNTY
PROPERTY ID:
119021
ZONING EXHIBIT
PROPERTY IS GENERALLY
LOCATED ON H-35 TO
THE NORTHEAST OF OF
CIBOLA VALLEY DRIVE,
SCHERTZ, COMAL &
GUADALUPE COUNTIES,
TEXAS.
PREPARED:
OCTOBER 25TH, 2023



Proposed SUP

- Applicant is requesting a Specific Use Permit (SUP) to allow a convenience store with gas pumps on the approximately 7.8 acres.
- UDC Section 21.5.8 requires a Specific Use Permit for a convenience store with gas pumps in General Business District.



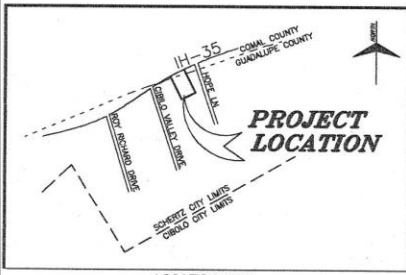
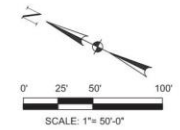
•Subject Property zoned
General Business (GB)

	Existing Zoning	Land Use
North	Right of Way	IH-35 N Access Road
South	General Business District (GB) and Residential Agricultural District (R-A)	Vacant/Undeveloped
East	General Business District (GB)	Vacant/Undeveloped
West	General Business District (GB)	Connex Box Storage

Proposed SUP

- **Per the submitted Letter of Intent, if the SUP is approved the development would consist of:**
 - **A 10,827 square foot convenience store with gas pumps**
 - **A diesel canopy**
 - **Truck parking at the rear**
 - **6,000 square foot building with additional retail**
- **If the Specific Use Permit is approved, the applicant will have to go through the site plan process in conformance with UDC Section 21.9.12 and will have to meet all City of Schertz UDC requirements as listed in Article 9.**

Conceptual Site Plan



LOCATION MAP
(NOT TO SCALE)

SITE SUMMARY	
PROPOSED USE:	C-STORE SUBWAY HAIR SHOP PIZZA SHOP COFFEE SHOP WITH GAS STATION (GB) GENERAL BUSINESS
ZONING DISTRICT:	(GB) GENERAL BUSINESS
LOT AREA:	336722.88 SFT (7.730 ACRES)
EXISTING IMPERVIOUS COVER:	0
PROPOSED IMPERVIOUS COVER:	287,553.74 SFT (6.601317 ACRES)
BUILDING AREA:	16,827 SFT / 0.386 ACRES
BUILDING HEIGHT:	36'-6"

WHEEL STOP NOTE:

WHEEL STOPS ARE REQUIRED FOR ALL AREAS OF HEAD-IN PARKING ADJACENT TO LANDSCAPED AREAS. WHEEL STOPS WILL BE PLACED SO THAT THE OVERHANG OF VEHICLES IS CONTAINED TOTALLY WITHIN THE PARKING SPACE.

LIGHT NOTE:

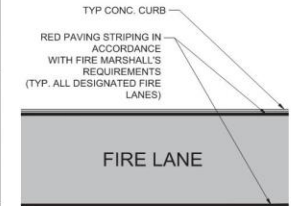
THIS SITE WILL COMPLY WITH ALL LIGHTING AND GLARE STANDERS ACCORDING TO THE UNIFIED DEVELOPMENT CODE AT THE TIME OF BUILDING PERMIT.

SIGNAGE NOTE:

ALL THE SIGNAGE WILL COMPLY WITH UNIFIED DEVELOPMENT CODE AT THE TIME OF BUILDING PERMIT.

FLOOD INFORMATION:

ACCORDING TO FLOOD INSURANCE RATE MAP, PANEL 48187C0210F, DATES: 11/02/2007, IS LOCATED IN ZONE UNSHADED X AND IS NOT WITHIN THE 100-YEAR FLOODPLAIN.

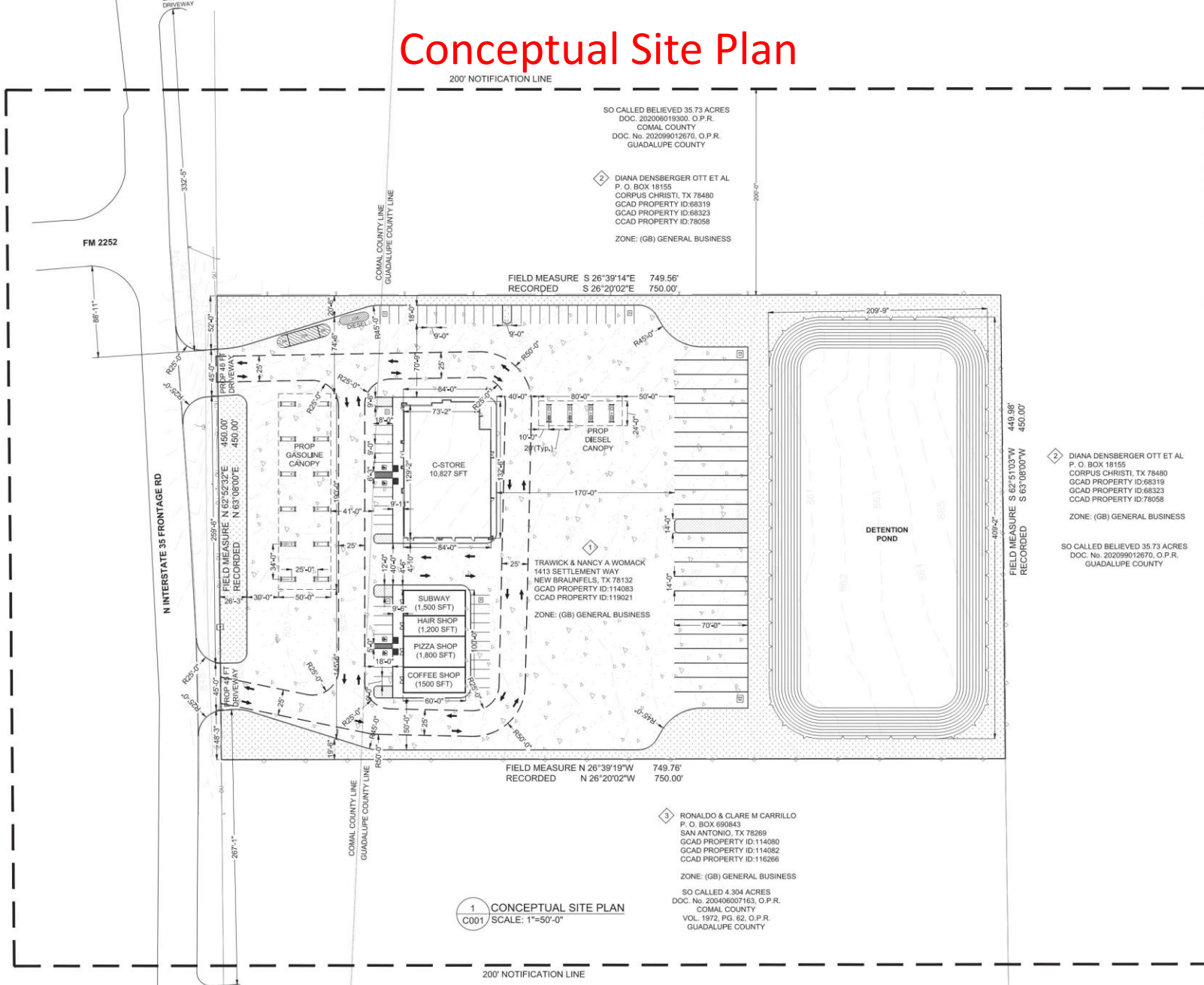


TYPICAL FIRE LANE DETAIL
NTS

(OPTIONAL AT FIRE MARSHALLS DISCRETION)

PARKING SYNOPSIS

OCCUPANCY TYPE	PARKING COUNT	REQUIRED	PROVIDED
C-STORE	10,827 / 250	43.30 (44)	82
SUBWAY	1,500 / 250	6	
HAIR SHOP	1,200 / 250	4.8(5)	
PIZZA SHOP	1,800 / 250	7.2(8)	
COFFEE SHOP	1,500 / 250	6	
TOTAL		69	



SO CALLED BELIEVED 35.73 ACRES
DOC. 202006019300, O.P.R.
COMAL COUNTY
DOC. No. 202099012670, O.P.R.
GUADALUPE COUNTY

2 DIANA DENBERGER OTT ET AL
P. O. BOX 18155
CORPUS CHRISTI, TX 78480
GCAD PROPERTY ID:68319
GCAD PROPERTY ID:68323
GCAD PROPERTY ID:78058
ZONE: (GB) GENERAL BUSINESS

2 DIANA DENBERGER OTT ET AL
P. O. BOX 18155
CORPUS CHRISTI, TX 78480
GCAD PROPERTY ID:68319
GCAD PROPERTY ID:68323
GCAD PROPERTY ID:78058
ZONE: (GB) GENERAL BUSINESS

3 RONALDO & CLARE M CARRILLO
P. O. BOX 690843
SAN ANTONIO, TX 78269
GCAD PROPERTY ID:114080
GCAD PROPERTY ID:114082
GCAD PROPERTY ID:116266
ZONE: (GB) GENERAL BUSINESS

3 RONALDO & CLARE M CARRILLO
P. O. BOX 690843
SAN ANTONIO, TX 78269
GCAD PROPERTY ID:114080
GCAD PROPERTY ID:114082
GCAD PROPERTY ID:116266
ZONE: (GB) GENERAL BUSINESS

SO CALLED 4.394 ACRES
DOC. No. 200406007163, O.P.R.
COMAL COUNTY
VOL. 1972, PG. 62, O.P.R.
GUADALUPE COUNTY

1 CONCEPTUAL SITE PLAN
C001 SCALE: 1"=50'-0"

DEVELOPER:
BLACK EYE PROPERTIES
24810 TRULL BROOK
SPRING, TX 77389
(832) 213-6999

ENGINEER:
MIDSTREAM AND TERMINAL SERVICES LLC.
(DBA:MTS ENGINEERING AND DESIGN)
9950 WESTPARK DR. SUITE 426
HOUSTON, TX 77063

SURVEYOR:
TOTAL GEO DATA SURVEYING LLC
FIRM # 10193934
18838 FM 2252 # 1802
GARDEN RIDGE, TX 78266
(210) 455-0707

1 TRAWICK & NANCY A WOMACK
1413 SETTLEMENT WAY
NEW BRAUNFELS, TX 78132
GCAD PROPERTY ID:114083
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SAN ANTONIO, TX 78269
GCAD PROPERTY ID:114080
GCAD PROPERTY ID:114082
GCAD PROPERTY ID:116266
ZONE: (GB) GENERAL BUSINESS

LEGEND

- D.R. - DEED RECORD
- O.P.R. - OFFICIAL PUBLIC RECORD
- M.P.R. - MAP & PLAT RECORDS
- M.P.R. - MAP & PLAT RECORDS
- P.O.B. - POINT OF BEGINNING
- FOC - FIBER OPTIC CABLE
- - FOUND 1/2" REBAR UNLESS OTHERWISE NOTED
- - SET 1/2" REBAR W/ CAP STAMPED "TOTAL GEO DATA 6042"
- () - RECORD CALLS
- ☆ - LIGHT STANDARD
- ⊕ - CHAINLINK FENCE
- ⊕ - BARBED WIRE FENCE
- ⊕ - POWER POLE
- ⊕ - OVERHEAD UTILITY
- ⊕ - SIGN
- ⊕ - FIRE HYDRANT
- ⊕ - WATER VALVE
- ⊕ - TXDOT TYPE I MONUMENT
- ⊕ - WATER METER

LEGAL DESCRIPTION:
BEING A BOUNDARY AND TOPOGRAPHIC SURVEY OF 7.744 (337.329 S'7) ACRES IN THE ROBERT MARTIN & JOHN FALLS WALKER SURVEY NO. 113, ABSTRACT 414, COMAL COUNTY, TEXAS, AND ABSTRACT 244, GUADALUPE COUNTY, TEXAS, AS RECORDED IN DOCUMENT NO. 201806011073, O.P.R. OF COMAL COUNTY, TEXAS AND VOLUME 2006, PAGE 133, O.P.R., GUADALUPE COUNTY, TEXAS.

DWG #	REFERENCE DRAWINGS	REV	DATE	DESCRIPTION	BY	CHK	APR	DRAWN BY:	CHECKED BY:	ENGINEER:	DATE:	MTS PROJECT NO.:
		0	10/25/2023	ISSUED FOR PERMIT	SK	MM	GM	SK	MM	GM	10/25/2023	29929
SCALE:		DRAWING TITLE:		DRAWING NUMBER:		REV.						
1"=50'-0"		CONCEPTUAL SITE PLAN		C001		0						



DEVELOPMENT ON SCHERTZ,
I-35 AT FM-2252,
SCHERTZ, TEXAS

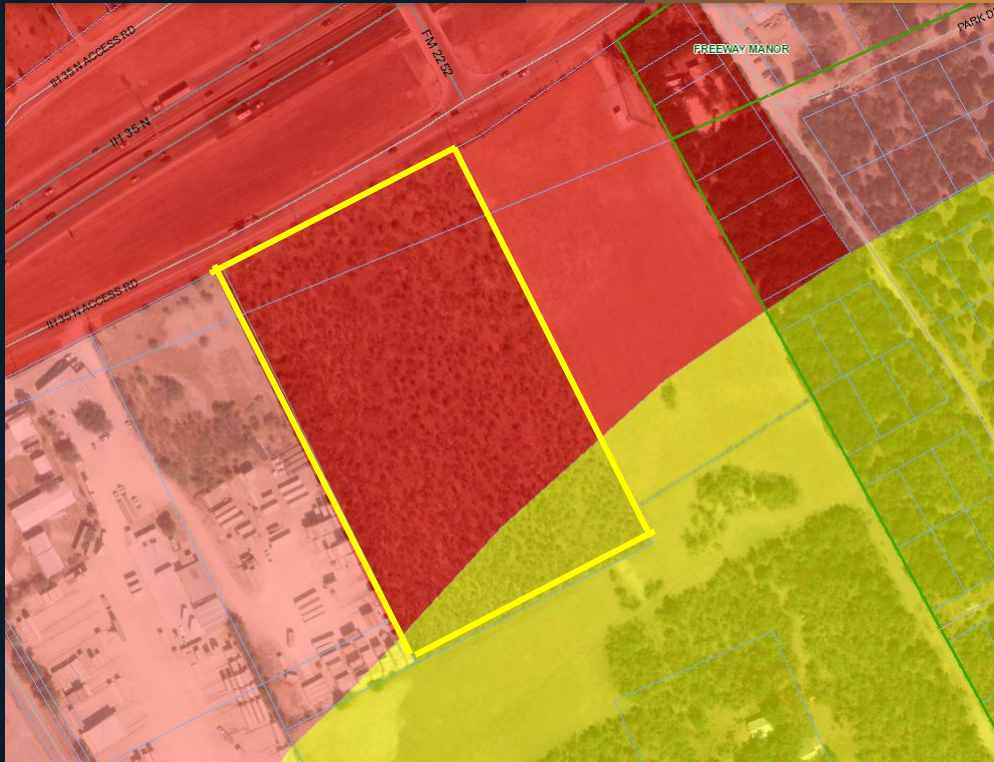


MTS ENGINEERING & DESIGN
9950 WESTPARK DR. SUITE #426
HOUSTON TEXAS 77063
(281) 404-4438 (281) 253-4849
FIRM NO. 18844

UDC Section 21.5.11.D Criteria for Approval

1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Land Plan.

The subject property is designated as Highway Commercial and Single Family Residential. The Highway Commercial land use designation is intended for regional scale retail and commercial uses located at major highway intersections that can take advantage of the highway frontage. The subject property's location along IH-35 N Access Road is ideal for taking advantage of the highway frontage. Single Family Residential land use designation is intended for a mix of residential with some commercial uses that support the daily activities of development.



Commercial Campus

Highway Commercial

Single Family Residential

UDC Section 21.5.11.D Criteria for Approval

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

General Business District (GB) is intended to provide suitable areas for the development of non-residential uses that may include retail and service establishments that are generally oriented toward serving the overall needs of the community and are usually located along principal transportation corridors. The proposed developments' location along IH-35 N Access Road allows for the development to take advantage of IH-35 traffic and surrounding neighborhoods for business.

UDC Section 21.5.11.D Criteria for Approval

3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as safety, traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.

The proposed development is surrounded by adjacent General Business District zoning and is compatible with the existing development. The proposed convenience store with gas pumps will be required to meet all current City of Schertz site development standards stipulated in Article 9. Article 9 is in place to ensure adverse effects of development are minimized and mitigated on neighboring properties.

UDC Section 21.5.11.D Criteria for Approval

4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.

The proposed development is proposing two points of access along IH-35 N Access Road which is a one-way road. All proposed access points will be reviewed by the City of Schertz Engineering department and the Texas Department of Transportation.

5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets.

Access to the subject property will be along IH-35 N Access Road. The proposed access points will be reviewed by the City of Schertz Engineering department and the Texas Department of Transportation.

UDC Section 21.5.11.D Criteria for Approval

6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed use on adjacent properties.

The proposed development will have to meet all site development requirements in Article 9 of the Unified Development Code. The adjacent properties are zoned General Business and are not being currently used for single-family residential. As a result, no additional screening requirements for residential use will be required.

7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.

The proposed development will have to meet all dimensional and design requirements of the General Business District as mentioned in UDC Section 21.5.7. No variations to the requirements have been requested.

UDC Section 21.5.11.D Criteria for Approval

8. The proposed [use] promotes the health, safety or general welfare of the City and the safe, orderly, efficient and healthful development of the City. As part of promoting health, safety and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts.

As part of promoting health, safety and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts. Given the existing General Business District zoning of the adjacent surrounding properties, the location of the subject property on IH-35 N Access Road, and all access to the subject property being from IH-35 N Access Road, the proposed convenience store with gas pumps would not pose an adverse impact on adjacent properties.

9. No application made under these provisions will receive final approval until all back taxed owed to the City have been paid in full.

This does not impact the first reading from Council.

10. Other criteria which, at the discretion of the Planning and Zoning Commission and City Council deemed relevant and important in the consideration of the Specific Use Permit.

Staff has ensured all UDC requirements have been met for the Specific Use Permit, and at this time have not received any special considerations from the Planning and Zoning Commission or the City Council.

P&Z Recommendation

- The Planning and Zoning Commission conducted a public hearing on November 15, 2023, and offered a recommendation of approval with the condition that a building permit is issued within two (2) years of the SUP ordinance approval.

Staff Recommendation

- Staff recommends approval of the Specific Use Permit to allow a convenience store with gas pumps at the subject property conditioned upon the following:
 1. A building permit is approved within two years of the adoption of the SUP Ordinance.

COMMENTS & QUESTIONS



Proposed 8.8 Ac Truck Stop w/C-Store & Retail Shopping Center

Proposed Conceptual Site Plan



I-35 Feeder Road



LANDSCAPE TABULATIONS FOR SCHERTZ, TX

Site: 337,329 sq ft
 Limits of Construction: 337,329 sq ft

LANDSCAPE REQUIRED

- Minimum of 20% of the total land area of any proposed non residential development shall be landscaped.
- Properties shall provide 9 trees per acre of lot area.

REQUIRED	PROVIDED
67,688 sf (20%) of total lot area (including)	
68 trees	70 trees

PARKING AREA

- Parking lots shall be screened from public view and adjacent properties.
- Minimum of 10% of the gross parking area shall be devoted to living landscaping which includes grass, groundcover, plants, shrubs and trees.
- There shall be a minimum of 1 shade tree planted for each 400 sf of required interior landscape area.

Parking Lot Area: 47,550 sf (46 spaces)

REQUIRED	PROVIDED
Parking Lot Screening 4,710 sf (10%)	
11 trees	20 trees

PERIMETER LANDSCAPE AREA

- All parking lots and vehicular use areas shall be screened from all abutting properties with a wall, fence, hedge berm or other durable landscape barrier. (30' ht)
- A 20' buffer shall be provided along N INTERSTATE 35 FRONTAGE RD.
- Street trees shall be provided 1 per 50 ft.

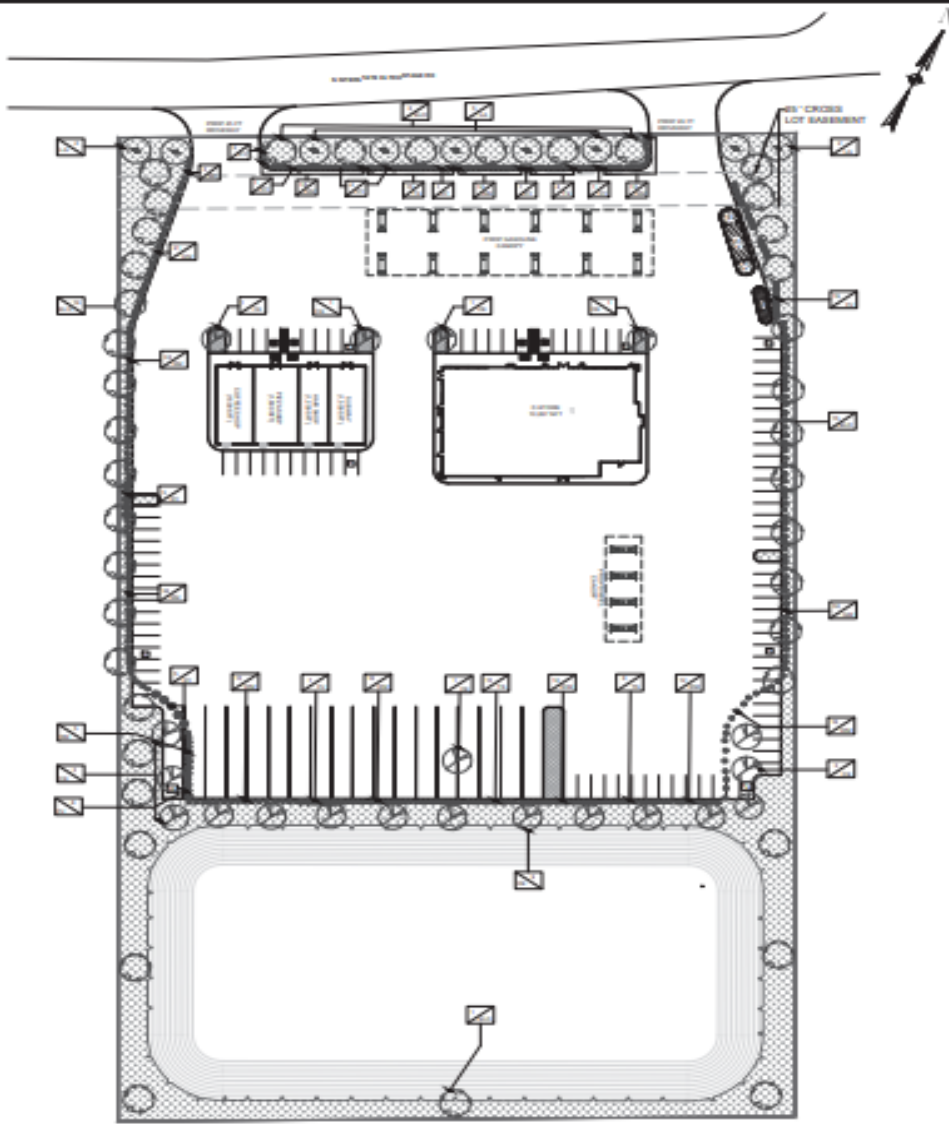
Street: 450 ft.

REQUIRED	PROVIDED
Hedge	
20' buffer	20' buffer
9 trees	17 trees
Wood	
20' buffer	20' buffer
Plant	
0 planting strip	0 planting strip

RESIDENTIAL ADJACENCY

- Adjacent to residential, an 8' masonry fence shall be provided.
- A 20' buffer shall be provided adjacent to residential with 1 tree per 30 ft. and 10 shrubs per 50 ft.

REQUIRED	PROVIDED
20' buffer	20' buffer
12 trees	33 trees
76 shrubs	123 shrubs



GENERAL LAWN NOTES

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- LAWN AREAS SHALL BE LEFT 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR TO FIND GRADE AREAS TO ACHIEVE FINAL CONTOURS AS SHOWN ON CIVIL DRAWINGS. POSITIVE DRAINAGE SHALL BE PROVIDED AWAY FROM ALL BUILDINGS, INCLUDING AT TOP AND BOTTOM OF SLOPES SHALL BE PROVIDED AND IN OTHER AREAS IN GRADE. CORRECT AREAS WHERE STAGNANT WATER MAY OCCUR.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRINCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3" IN DIAMETER AND LARGER REMOVE ALL DIRT CLODS, STICKS, CONCRETE SPOOLS, TRASH ETC PRIOR TO PLACING TOPSOIL AND GRASS INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT IF NECESSARY.

SOLID SOG:

- SOLID SOG SHALL BE PLACED ALONG IMPERVIOUS EDGES. AT A MINIMUM THIS SHALL INCLUDE CURBS, WALKS, INLETS, MANHOLES AND PLANTING BED AREAS. SOG SHALL COVER OTHER AREAS COMPLETELY AS INDICATED BY PLAN.
- SOG SHALL BE SLOWLY ROOTED DROUGHT RESISTANT SOG, NOT LESS THAN 2 YEARS OLD, FREE OF WEEDS AND UNDESIRABLE NATIVE GRASS AND MICHINE CUT TO PAD THICKNESS OF 3/4" (1 1/4"), INCLUDING TOP GROWTH AND THATCH.
- LAY SOG BY HAND TO COVER INDICATED AREAS COMPLETELY, ENSURING EDGES ARE TOUCHING WITHOUT ANY FITTING JOINTS. NO OVERLAPS WITH STAGNATED STRIPS TO OFFSET JOINTS.
- TOP GRESS JOINTS IN SOG BY HAND WITH TOPSOIL TO FILL VOIDS IF NECESSARY.
- SOG SHALL BE ROLLED TO CREATE A SMOOTH EVEN SURFACE. SOG SHOULD BE WATERED THOROUGHLY DURING INSTALLATION PROCESS.
- SHOULD REINSTALLATION OCCUR BETWEEN OCTOBER 1ST AND MARCH 31ST, OVERSEED BERBERGRASS SOG WITH WINTER RYEGRASS AT A RATE OF 5 POUNDS PER 1000 SQ. FT.

HYDROMULCH:

- SCAFFY AND LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH INSTALLATION.
- BERBERGRASS SEED SHALL BE EXTRA HULLED, TREATED LAWN TYPE. SEED SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL MEET ALL STATISTICAL LAWN REQUIREMENTS.
- FIBER SHALL BE 100% WOOD CELLULOSE FIBER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AS MANUFACTURED BY "COMWE" OR EQUAL.
- FIBER TACK SHALL BE DELIVERED TO THE SITE IN ITS UNOPENED CONTAINER AND SHALL BE "TERRO TACK ONE" AS MANUFACTURED BY GROVER, INC OR APPROVED EQUAL.
- HYDROMULCH WITH BERBERGRASS SEED AT A RATE OF 2 POUNDS PER 1000 SQ. FT.
- USE A BUTTER BOARD AGAINST ALL BED AREAS TO PREVENT OVER SPRAK.
- IF INADEQUATE MOISTURE IS PRESENT IN SOG, APPLY WATER AS NECESSARY FOR OPTIMUM SEEDLING FOR SEED APPLICATION.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1ST AND MAY 1ST, ALL HYDROMULCH AREAS SHALL BE OVERSEED WITH WINTER RYE GRASS AT A RATE OF FOUR POUNDS PER ONE THOUSAND SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO BE HYDROMULCH WITH BERBERGRASS SEED THE FOLLOWING GROWING SEASON AS PART OF THIS CONTRACT.
- AFTER APPLICATION, NO EQUIPMENT SHALL OPERATE OVER APPLIED AREAS WATER SEEDED AREAS IMMEDIATELY AFTER INSTALLATION TO BURN/CHURN.
- ALL LAWN AREAS TO BE HYDROMULCHED SHALL ACHIEVE 100% COVERAGE PRIOR TO FINAL ACCEPTANCE.

IRRIGATION:

- ALL REQUIRED LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM WITH A PRESSURE REGULATOR. SYSTEM SHALL ALSO HAVE AN SET WEATHER BASED CONTROLLER AND BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR.

MAINTENANCE REQUIREMENTS:

- VEGETATION SHOULD BE INSPECTED REGULARLY TO ENSURE THAT PLANT MATERIAL IS ESTABLISHING PROPERLY AND REMAINS IN A HEALTHY GROWING CONDITION APPROPRIATE FOR THE SEASON. IF DAMAGED OR REMOVED, PLANTS MUST BE REPLACED BY A SIMILAR VARIETY AND SIZE.
- SOILING, TRIMMING, EDGING AND SUPERVISION OF WATER APPLICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THE OWNER OR OWNER'S REPRESENTATIVE ACCEPTS AND ASSURES REGULAR MAINTENANCE.
- ALL LANDSCAPE AREAS SHOULD BE CLEANED AND KEPT FREE OF TRASH, DEBRIS, WEEDS AND OTHER MATERIAL.

PLANT SCHEDULE

QTY	LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
SHADE TREES					
20	CE	Cedar Elm	<i>Ulmus crassifolia</i>	2" cal.	12' Ht., 2" spread, matching
41	ELC	Emerald Live Oak	<i>Quercus laevis</i>	2" cal.	12' Ht., 2" spread, matching
9	LA	Lacey Oak	<i>Quercus glauca</i>	2" cal.	12' Ht., 2" spread, matching
SHRUBS					
18	DT	Desert Toyon Holly	<i>Nerium oleander</i>	9 gal.	50, 20" apr. 20" w.c.
8	SM	Soft Shrub	<i>Muhlenbergia capillaris</i>	9 gal.	50, 30" w.c.
8	PP	Prostrate Plant	<i>Rhus copallina</i>	9 gal.	50, 18" apr. 20" w.c.
28	PJ	Prostrate Jasmine	<i>Jasminum mesnyi</i>	9 gal.	50, 20" apr. 47" w.c.
10	RM	Upright Rosemary	<i>Rosmarinus officinalis 'Upright'</i>	9 gal.	50, 20" apr. 38" w.c.
12	RY	Red Yucca	<i>Hesperaloe parviflora</i>	9 gal.	50, 20" apr. 30" w.c.
28	TR	Texas Sage 'Green Cloud'	<i>Leucophyllum holosericeum 'Green Cloud'</i>	9 gal.	50, 20" apr. 38" w.c.
17	WM	Wax Myrtle	<i>Nyssa verticillata</i>	9 gal.	50, 20" apr. 38" w.c.
GRASS					
		Bermuda Solid Sod	<i>Cynodon dactylon</i>	12' Ht., 2" spread, matching	

LANDSCAPE NOTES

- CONTRACTOR TO VERIFY AND LOCATE ALL PROPOSED AND EXISTING UTILITIES. NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE FOR ANY LAYOUT DISCREPANCIES OR ANY CONDITION THAT WOULD PREVENT THE INSTALLATION AS SHOWN. SURVEY DATA OF EXISTING CONDITIONS ARE SUPPLIED BY THE OWNER.
- CONTRACTOR SHALL CALL 811 TO VERIFY AND LOCATE ANY AND ALL UTILITIES ON-SITE PRIOR TO COMMENCING WORK. LANDSCAPE ARCHITECT SHOULD BE NOTIFIED OF ANY CONFLICTS. CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN WORKING NEAR UNDERGROUND UTILITIES.
- A MINIMUM OF 2% SLOPE SHALL BE PROVIDED AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 1" BELOW FINAL FINISHED GRADE. LEAVE AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- LANDSCAPE ISLANDS SHALL BE CROWNED, AND UNIFORM THROUGHOUT THE SITE.
- PLANTING AREAS AND SOG TO BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS OR DRIVEWAYS. EDGING NOT TO BE MORE THAN 12" ABOVE FINISHED GRADE. EDGING SHALL BE CUT AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND/OR CURBS.
- MULCH SHALL BE INSTALLED AT 10" BELOW THE TOPS OF SIDEWALKS AND CURBS.
- QUANTITIES ON THESE PLANS ARE FOR REFERENCE ONLY. THE SPACING OF PLANTS SHOULD BE AS INDICATED ON PLANS OR OTHERWISE NOTED. ALL TREES AND SHRUBS SHALL BE PLANTED PER DETAIL S.
- CONTAINER GROWN PLANT MATERIAL IS PERMITTED HOWEVER BOTTLED AND BURLAP PLANT MATERIAL CAN BE SUBSTITUTED IF NEEDED AND IS APPROXIMATE TO THE SIZE AND QUALITY INDICATED ON THE PLANT MATERIAL LIST.
- TREES SHALL BE PLANTED AT A MINIMUM OF 1' FROM ANY UTILITY LINE, SIDEWALK OR CURB. TREES SHALL ALSO BE 10' CLEAR FROM FIRE HYDRANTS.
- 4" OF SHREDDED HARDWOOD MULCH (2" SETTLED THICKNESS) SHALL BE PLACED OVER WEED BARRIER FABRIC. MULCH SHALL BE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL. FINE STRAW MULCH IS PROHIBITED.
- WEED BARRIER FABRIC SHALL BE USED IN PLANT BEDS AND AROUND ALL TREES AND SHALL BE MINIM 1000 WEEED BARRIER OR APPROVED EQUAL.
- CONTRACTOR TO PROVIDE UNIT PRICING OF LANDSCAPE MATERIALS AND BE RESPONSIBLE FOR OBTAINING ALL LANDSCAPE AND IRRIGATION MATERIALS.

MISCELLANEOUS MATERIALS:

- STEEL EDGING SHALL BE 3/16" X 4 X 12' DARK GREEN DURABOND STEEL LANDSCAPE EDGING UNLESS NOTED OTHERWISE ON PLANS/DETAILS.

PRUNING AND TRIMMING NOTES

- CONTRACTOR SHALL PRUNE ALL EXISTING TREES ON-SITE USING STANDARD GUIDELINES IN THE INDUSTRY.
- ALL TREES SHALL BE TRIMMED THAT NATURAL SHAPES OF THE PLANTS ARE RETAINED.
- DO NOT "TOP" OR "HEAD" TREES.
- IF BALANCING OR BRANCHED TREE HAS OCCURRED IN THE PAST, DISCONTINUE THIS PRACTICE AND ALLOW PLANTS TO GROW INTO NATURAL SHAPE.
- REMOVE SUCKERS, DEAD, DYING, DAMAGED, BROKEN AND / OR WEAK BRANCHES FROM ALL TREES ALONG THE MAIN TRUNK STRUCTURE AND WITHIN THE BRANCHING AREA.
- CONTRACTOR SHALL PRUNE EXISTING DECIDUOUS HARDWOOD BY REMOVING LOWER LIMBS TO RAISE THE CANOPY. THE BOTTOM OF THE CANOPY SHALL BE RAISED TO 12" OF ABOVE GRADE FOR DECIDUOUS HARDWOOD TREES, WHEN POSSIBLE. THE INTEGRITY OF THE CANOPY AND STRUCTURE OF THE TREE SHALL BE MAINTAINED. DO NOT CUT OR PRUNE CENTRAL LEADERS.
- CONTRACTOR SHALL TRIM THE CANOPY BY ONE-FOURTH. PRUNE TREE TO EVENLY SPACE BRANCHES WITHIN THE CANOPY WHENEVER POSSIBLE. REMOVE THOSE LIMBS THAT CROSS OTHERS, DOUBLE LEADERS AND THOSE THAT EXCESSIVELY EXTEND BEYOND THE NATURAL CROWN OF THE TREE.
- CONTRACTOR SHALL PROVIDE DBP ROOT FEEDING AND INVOIGATOR OF EXISTING TREES. THIS SHALL BE ORGANIC BASED NUTRIENTS BASED FOR ROOT GROWTH AND LEAF GROWTH ESTABLISHMENT. CONTRACTOR SHALL BE REQUIRED TO CHIP ALL REMOVED BRANCHES, LEAFS, ETC.

Proposed Landscape Site Plan



Proposed Landscape Site Plan



Front of Convenience Store from pumps



Retail Shopping Area



Side of Retail Shopping with view to truck area



Truck pumps and parking

Project Highlights– Community

- **Developers other properties offer free coffee to law enforcement to encourage community involvement and support.**
- **No overnight truck parking at this location.**
- **Robust landscaping plan to enhance and beautify the area**
- **Creation of new job opportunities**
- **New retail shopping area to support businesses coming to Schertz.**

Thank you

CHERYL CHINEN | BROKER, DRG | 832-392-5644

CITY COUNCIL MEMORANDUM

City Council Meeting: December 19, 2023

Department: Planning & Community Development

Subject: Ordinance 23-S-33 - Conduct a public hearing and consider a request for a Specific Use Permit to allow a truck terminal on approximately 4 acres of land located approximately 660-feet west from the intersection of Baugh Lane and Schwab Road, also known as Comal Property Identification Number 464879, City of Schertz, Comal County, Texas. *First Reading* (B.James/L.Wood/D.Marquez)

BACKGROUND

The applicant is requesting a Specific Use Permit to allow a truck terminal on approximately 4 acres of land, approximately 660-feet west from the intersection of Baugh Lane and Schwab Road, City of Schertz, Comal County, Texas. The subject property is undeveloped and zoned General Business District (GB). As per UDC Section 21.5.8, a Specific Use Permit is required for a truck terminal in General Business District (GB). More specifically, the applicant is proposing a truck terminal that consists of truck parking with a gate and monitored gate shack.

Two (2) public hearing notices were mailed to surrounding property owners within two hundred (200) feet of the subject property on November 1, 2023. A public hearing notice was published in the San Antonio Express on November 29, 2023. At the time of this report, staff has received zero (0) responses in favor, zero (0) opposed, and zero (0) responses neutral to the proposed request. Additionally, one (1) Public Hearing Notice sign was placed on the property on November 3, 2023. The Planning and Zoning Commission conducted a public hearing on this item at the November 15, 2023, meeting.

GOAL

The proposed Specific Use Permit is to allow a truck terminal on approximately 4 acres of land located approximately 660-feet west from the intersection of Baugh Lane and Schwab Road.

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

The applicant is proposing to construct a truck terminal with a gate and a monitored gate shack to serve the SYSCO development to the north of the property. Per the letter of intent, one access point is being proposed along Baugh Lane, which will be reviewed by the City of Schertz Engineering Department.

Directly to the north of the subject property is Baugh Lane right-of-way. To the west and south, the properties are both zoned General Business District (GB) and are currently undeveloped. The property to the east of the subject property is currently zoned General Business District (GB) with a Specific Use Permit for a convenience store with gas pumps and is developed as a QuickTrip.

UDC Section 21.5.11.D Criteria for Approval

1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Land Plan.

The subject property is designated as Commercial Campus. The Commercial Campus land use designation is intended to encourage development of lower intensity commercial and office uses in the location between major intersections as a buffer between the interstate highway and adjoining neighborhoods. The proposed truck terminal is not directly along IH-35 and acts as an additional buffer from the frontage to the existing SYSCO development.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

General Business District (GB) is intended to provide suitable areas for the development of non-residential uses that may include retail and service establishments that are generally oriented toward serving the overall needs of the community and are usually located along principal transportation corridors. The proposed development is for a truck terminal that will serve the existing SYSCO development to the north of the property. Additionally, the proposed truck terminal is located in proximity to IH-35, a principal transportation corridor.

3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as safety, traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.

The proposed development is surrounded by adjacent General Business District (GB) to the east, west, and south with Manufacturing District (Light) (M-1) to the north, and is compatible with the existing development. The proposed truck terminal will be required to meet all current City of Schertz site development standards stipulated in Unified Development Code (UDC) Article 9. Article 9 is in place to ensure adverse effects of development are minimized and mitigated on neighboring properties.

4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.

The proposed development is proposing one point of access along Baugh Lane. All proposed access points will be reviewed by the City of Schertz Engineering Department.

5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets

Access to the subject property will be along Baugh Lane. The proposed access points will be reviewed by the City of Schertz Engineering Department.

6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed use on adjacent properties.

The proposed development will have to meet all site development requirements in Article 9 of the Unified Development Code. The adjacent properties are zoned General Business District and Manufacturing (Light) District and are not currently being used for single-family residential. As a result, no additional screening requirements for residential use will be required.

7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.

The proposed development will have to meet all dimensional and design requirements of the General Business District as mentioned in UDC Section 21.5.7. No variations to the requirements have been

requested.

8. The proposed [use] promotes the health, safety or general welfare of the City and the safe, orderly, efficient and healthful development of the City. As part of promoting health, safety and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts.

Given the existing General Business and Manufacturing (light) zoning of surrounding properties, access from Baugh Lane, and the proposed use servicing an existing use, the proposed truck terminal would not pose an adverse impact on adjacent properties.

9. No application made under these provisions will receive final approval until all back taxed owed to the City have been paid in full.

This does not impact the first reading from Council.

10. Other criteria which, at the discretion of the Planning and Zoning Commission and City Council deemed relevant and important in the consideration of the Specific Use Permit.

Staff has ensured all UDC requirements have been met for the Specific Use Permit, and at this time have not received any special considerations from the Planning and Zoning Commission or the City Council.

RECOMMENDATION

A Specific Use Permit allows for discretionary City Council approval of uses with unique or widely varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in this UDC. Approval of a Specific Use Permit authorizes a property owner to submit subsequent development applications consistent with the approved Specific Use Permit.

The Planning and Zoning Commission conducted a public hearing on November 15, 2023, and offered a recommendation of approval with the condition that a building permit is approved within two years of the adoption of the Specific User Permit Ordinance.

Staff recommends approval of the Specific Use Permit to allow a truck terminal at the subject property conditioned upon the following:

1. A building permit is approved within two (2) years of the adoption of the Specific Use Permit Ordinance in accordance with Unified Development Code Article 5, Section 21.5.11.F Expiration of Specific Use Permit.

Attachments

Ordinance 23-S-33 With ATT

Aerial Exhibit

Public Hearing Notice Map

City Council Presentation Slides.

ORDINANCE NO. 23-S-33

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO APPROVE A SPECIFIC USE PERMIT TO ALLOW FOR A TRUCK TERMINAL ON APPROXIMATELY 4 ACRES OF LAND, LOCATED APPROXIMATELY 660-FEET WEST OF THE INTERSECTION OF BAUGH LANE AND SCHWAB ROAD, COMAL COUNTY PROPERTY IDENTIFICATION NUMBER 464879, SCHERTZ, COMAL COUNTY, TEXAS.

WHEREAS, an application for a Specific Use Permit to allow a truck terminal on approximately 4 acres of land, located approximately 660-feet west from the intersection of Baugh Lane and Schwab Road, also known as Comal County Property ID 464879, more specifically described in the Exhibit A and Exhibit B attached (herein, the “Property”) has been filed with the City; and

WHEREAS, the City’s Unified Development Code Section 21.5.11. 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 specific use permit (the “Criteria”); and

WHEREAS, on November 15, 2023, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the Specific Use Permit for a Truck Terminal; and

WHEREAS, on December 19, 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 Specific Use Permit be approved as provided for herein.

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

Section 1. A Specific Use Permit for Comal County Property Identification Number 464879, more particularly described in the attached Exhibit A and Exhibit B, is hereby approved to allow a Truck Terminal conditioned upon the following occurring:

- a) A building permit is approved within two (2) years of the adoption of the SUP Ordinance in accordance with Unified Development Code Article 5, Section 21.5.11.F Expiration of Specific Use Permit.

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

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

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

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

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

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

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

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

PASSED, APPROVED and ADOPTED ON SECOND READING, the ____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(city seal)

Exhibit "A"
Property Description



WINDROSE
LAND SURVEYING | PLATTING

**DESCRIPTION OF
4.015 ACRES OR 174,870 SQ. FT.**

A TRACT OR PARCEL CONTAINING 4.015 ACRES OR 174,870 SQUARE FEET OF LAND, SITUATED IN THE CARROL M. GAHAGAN JR. SURVEY NO. 258, ABSTRACT NO. 182 AND THE JUAN FRANCISCO ZEPEDA SURVEY NO. 257, ABSTRACT NO. 658, COMAL COUNTY, BEING OUT OF A CALLED 25.185 ACRE TRACT, CONVEYED TO SAN ANTONIO ONE LIMITED PARTNERSHIP, AS RECORDED IN VOL. 803, PG. 781, OF THE COMAL COUNTY DEED RECORDS (C.C.D.R.), WITH SAID 4.015 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83):

COMMENCING AT A 5/8 INCH IRON ROD FOUND FOR THE WEST CORNER OF A CALLED BAUGH LANE (60' WIDTH), AS RECORDED IN PLAT DOCUMENT NO. 201006026626, OF THE COMAL COUNTY PLAT RECORDS (C.C.P.R.), AND AN INTERIOR CORNER OF LOT 2, BLOCK 2, SYSCO-CENTRAL TEXAS, PLAT DOCUMENT NO. 201006026626, C.C.P.R.;

THENCE, NORTH 88 DEG. 24 MIN. 59 SEC. EAST, OVER AND ACROSS SAID BAUGH LANE, A DISTANCE OF 122.00 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE SOUTH LINE OF SAID BAUGH LANE, BEING THE WEST CORNER OF LOT 1, BLOCK 2, QT 4032, AS RECORDED IN PLAT DOCUMENT NO. 202106053844, C.C.P.R., BEING THE NORTHEAST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

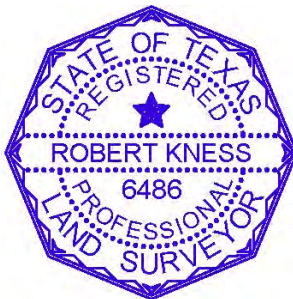
THENCE, SOUTH 31 DEG. 02 MIN. 26 SEC. EAST, WITH THE WEST LINE OF LOT 1 AND LOT 2, OF SAID QT 4032, A DISTANCE OF 335.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS AFORESAID 25.185 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

SOUTH 58 DEG. 57 MIN. 34 SEC. WEST, A DISTANCE OF 522.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 31 DEG. 02 MIN. 26 SEC. WEST, A DISTANCE OF 335.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 58 DEG. 57 MIN. 34 SEC. EAST, A DISTANCE OF 522.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 4.015 ACRES OR 174,870 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 57659, PREPARED BY WINDROSE LAND SERVICES, INC.



ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800

5-12-2022
DATE:

Exhibit "B"
Specific Use Permit Exhibit

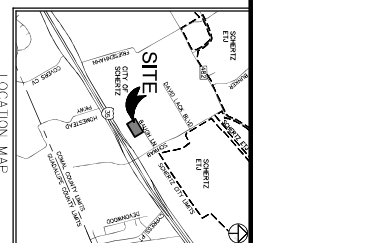
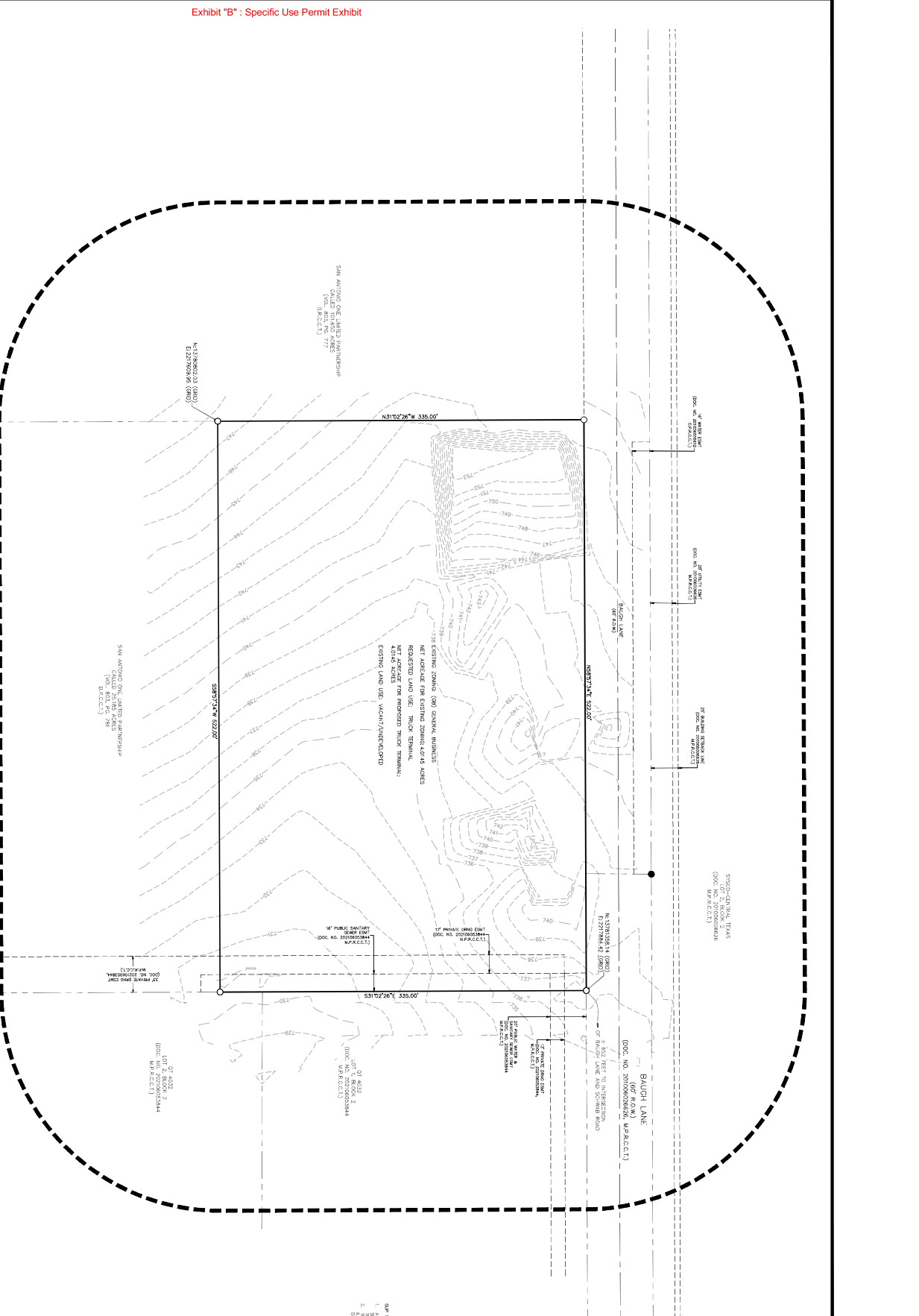
Exhibit "B" : Specific Use Permit Exhibit

PROPERTY	LAND USE	ZONING	SUBDIVISION NAME	OWNER NAME	RESERVING
73402	W/STANT	CM	2111 SAN ANTONIO	SAN ANTONIO ONE, L.P.	000.000.000.000
73506	INDUSTRIAL	M-1	2111 SAN ANTONIO	SAN ANTONIO ONE, L.P.	000.000.000.000
74848	INDUSTRIAL	M-1	4705 SOUTH	SAN ANTONIO ONE, L.P.	000.000.000.000

PROPERTY	LAND USE	ZONING	SUBDIVISION NAME	OWNER NAME	RESERVING
73402	W/STANT	CM	2111 SAN ANTONIO	SAN ANTONIO ONE, L.P.	000.000.000.000
73506	INDUSTRIAL	M-1	2111 SAN ANTONIO	SAN ANTONIO ONE, L.P.	000.000.000.000
74848	INDUSTRIAL	M-1	4705 SOUTH	SAN ANTONIO ONE, L.P.	000.000.000.000

PROPERTY	LAND USE	ZONING	SUBDIVISION NAME	OWNER NAME	RESERVING
73402	W/STANT	CM	2111 SAN ANTONIO	SAN ANTONIO ONE, L.P.	000.000.000.000
73506	INDUSTRIAL	M-1	2111 SAN ANTONIO	SAN ANTONIO ONE, L.P.	000.000.000.000
74848	INDUSTRIAL	M-1	4705 SOUTH	SAN ANTONIO ONE, L.P.	000.000.000.000

PROPERTY	LAND USE	ZONING	SUBDIVISION NAME	OWNER NAME	RESERVING
73402	W/STANT	CM	2111 SAN ANTONIO	SAN ANTONIO ONE, L.P.	000.000.000.000
73506	INDUSTRIAL	M-1	2111 SAN ANTONIO	SAN ANTONIO ONE, L.P.	000.000.000.000
74848	INDUSTRIAL	M-1	4705 SOUTH	SAN ANTONIO ONE, L.P.	000.000.000.000



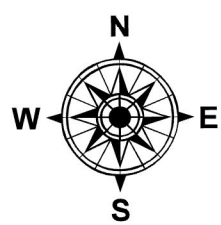
- NOTES**
1. THE SITE IS TO BE DEVELOPED AS A TRUCK TERMINAL.
 2. THE SITE IS TO BE DEVELOPED AS A TRUCK TERMINAL.
 3. THE SITE IS TO BE DEVELOPED AS A TRUCK TERMINAL.
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 8. THE SITE IS TO BE DEVELOPED AS A TRUCK TERMINAL.
 9. THE SITE IS TO BE DEVELOPED AS A TRUCK TERMINAL.
 10. THE SITE IS TO BE DEVELOPED AS A TRUCK TERMINAL.
- LEGEND**
- 100' SETBACK FROM EXISTING ADJACENT PROPERTY
 - 50' SETBACK FROM EXISTING ADJACENT PROPERTY
 - 25' SETBACK FROM EXISTING ADJACENT PROPERTY
 - 10' SETBACK FROM EXISTING ADJACENT PROPERTY
 - 5' SETBACK FROM EXISTING ADJACENT PROPERTY
 - 0' SETBACK FROM EXISTING ADJACENT PROPERTY
 - 100' SETBACK FROM EXISTING ADJACENT PROPERTY
 - 50' SETBACK FROM EXISTING ADJACENT PROPERTY
 - 25' SETBACK FROM EXISTING ADJACENT PROPERTY
 - 10' SETBACK FROM EXISTING ADJACENT PROPERTY
 - 5' SETBACK FROM EXISTING ADJACENT PROPERTY
 - 0' SETBACK FROM EXISTING ADJACENT PROPERTY

WINDROSE
 LAND SURVEYING & PLANNING
 40145 AC. / 174,870 SQ. FT. OF LAND
 SITUATED IN THE CARROLL M. GAHAGAN JR.
 SURVEY NO. 298, ABSTRACT NO. 182 AND THE
 JUAN FRANCISCO ZEPEDA SURVEY NO. 297
 ABSTRACT NO. 898, COMAL COUNTY, TEXAS.
 PREPARED OCTOBER 8, 2023



FOREFRONT WAY

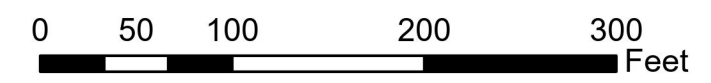
Maxar, Wjrocski

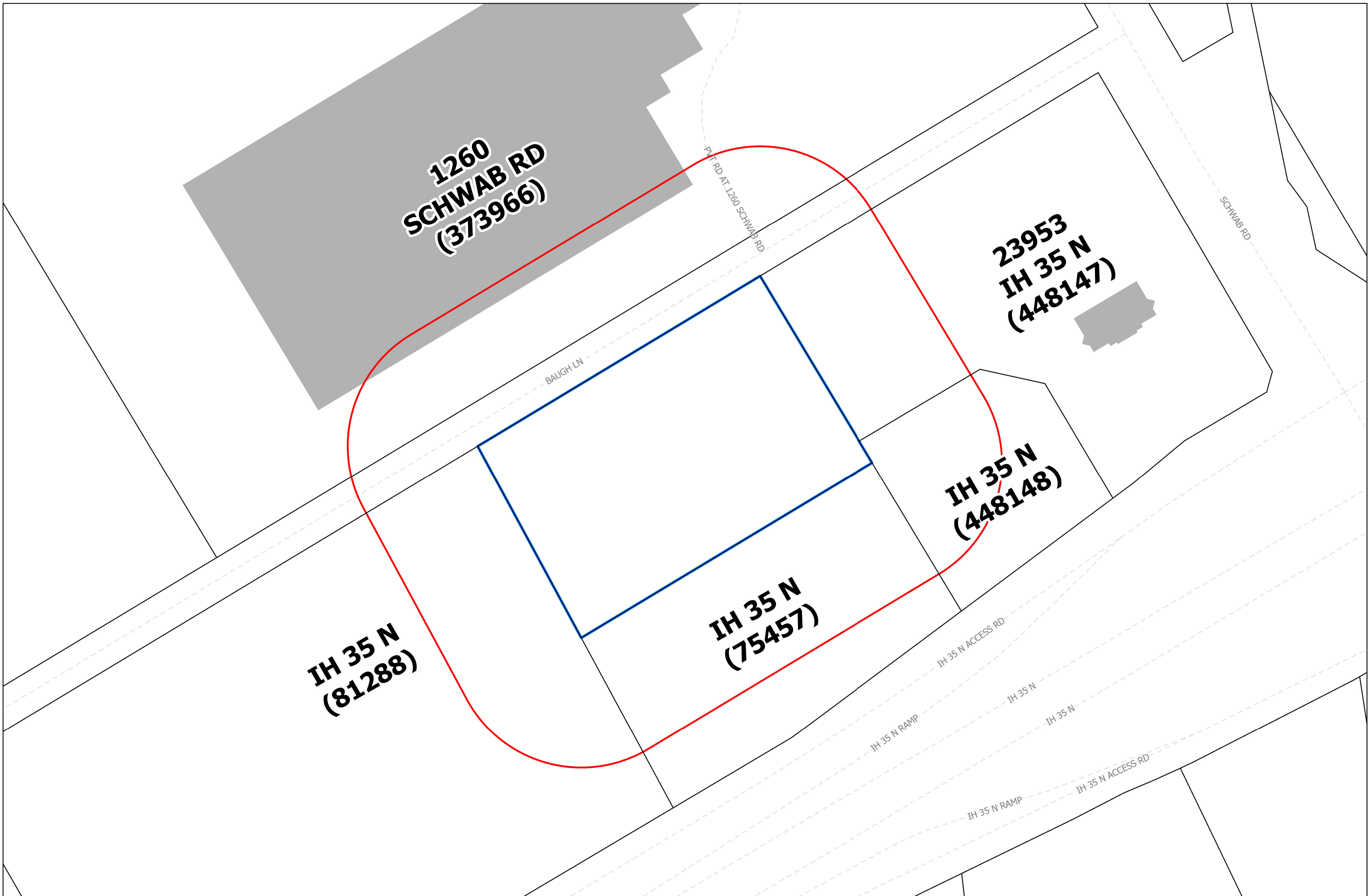


SCHIERTZ
COMMUNITY • SERVICE • OPPORTUNITY

SYSCO OVERFLOW LOT
(PLSPU20230247)

<ul style="list-style-type: none"> Highways Major Roads Minor Roads 	<ul style="list-style-type: none"> Freeway Principal Arterial Planned Principal Arterial Secondary Arterial Planned Secondary Arterial Secondary Rural Arterial 	<ul style="list-style-type: none"> Planned Secondary Rural Arterial Residential Collector Planned Residential Collector Planned Commercial Collector B Commercial Collector A Planned Commercial Collector A 	<ul style="list-style-type: none"> 1" 2" 3" 4" 6" 8" 10" 12" 16" 18" Unknown 	<ul style="list-style-type: none"> 20" 24" 30" 36" 	<ul style="list-style-type: none"> Schertz Gravity Schertz Pressure Neighboring Gravity Private Pressure 	<ul style="list-style-type: none"> Hydrant Manholes CCMA Lift Station Private Lift Station Schertz Lift Station CCMA Treatment Plant Schertz Treatment Plant 	<ul style="list-style-type: none"> Project Boundary County Boundaries Schertz Municipal Boundary ETJ
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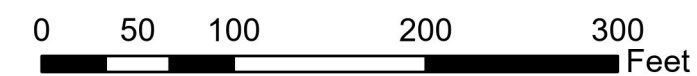
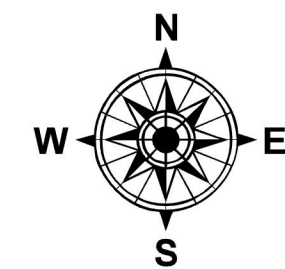


City of Schertz

SYSICO OVERFLOW LOT
(PLSPU20230247)

 200' Buffer

 Project Area



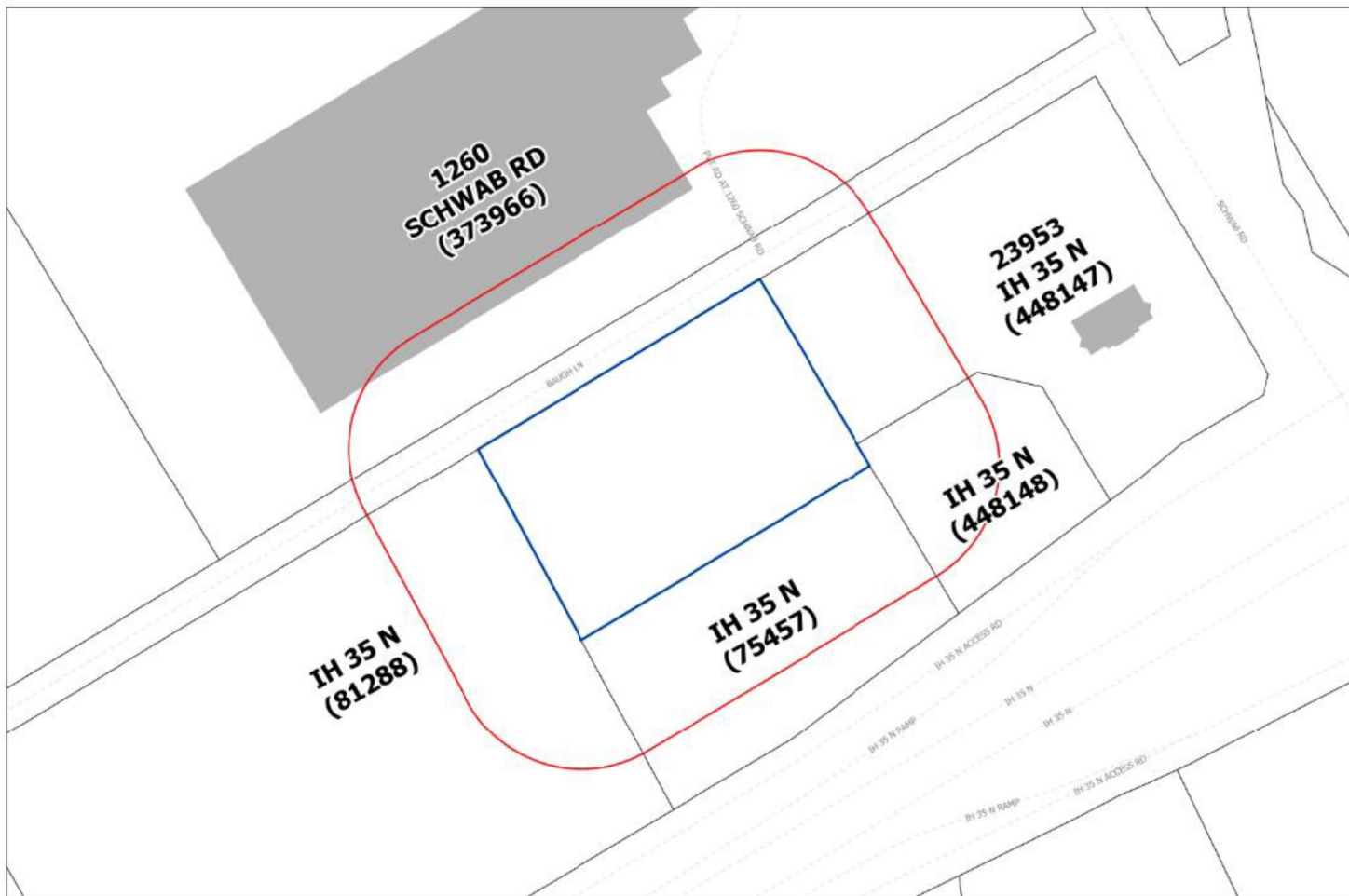


Ordinance No: 23-S-33

Specific Use Permit for a Truck Terminal (4 acres)

Daisy Marquez | PLANNER

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.





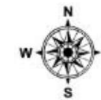
SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

City of Schertz, 400 Guadalupe, Stone Mountain, Texas, 75080 | schertz.com | (281) 449-1111
*The City of Schertz provides this geographic information "as is" without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall the City of Schertz be liable for any special, indirect, or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be 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

SYSO OVERFLOW LOT
(PLSPU20230247)

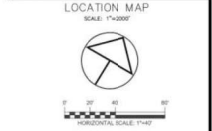
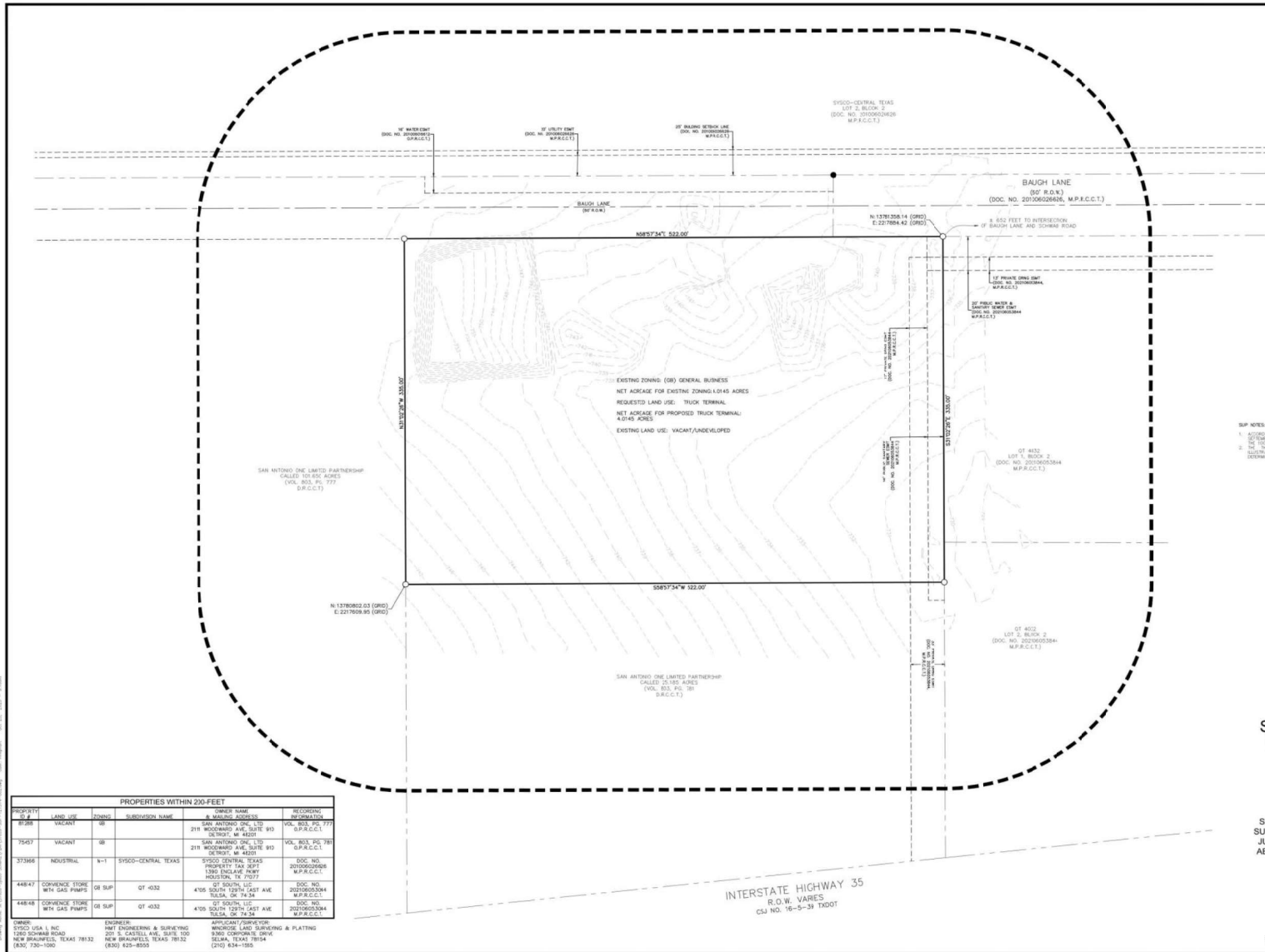
-  200' Buffer
-  Project Area



0 50 100 200 300
Foot

- November 1: 4 public hearing notices mailed
- November 29, 2023: Public Hearing published in San Antonio Express
- Responses Received:
 - 0- Opposition
 - 0- In Favor
 - 0- Neutral
- 1 Sign was posted on the property.

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- LEGEND**
- PER 5'00" WIDE AVE BY PLASTIC CAP STAINED 'MIRRORED' (UNDER WHEEL OVERPASS)
 - PER 5'00" WIDE AVE BY PLASTIC CAP STAINED 'MIRRORED' (SIDE)
 - AC = EXISTING LINE NETWORK
 - UE = UTILITY EASEMENT
 - EL = EASEMENT
 - CSMS = CHANNELS
 - FEW = FENCE-OR-FEED
 - VL = VOLUME
 - NO = NUMBER
 - NO = DISTANCE NUMBER
 - M.P.R.C.C.T. = MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS
 - S.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
 - S.P.C.C.T. = OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
 - S.P.C.C.T. = OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
 - SPECIFIC USE PERMIT BOUNDARY LINE

- SUP NOTES**
1. ACCORDING TO FLOOD INSURANCE RATE MAP, ZONE X-RISK/SHADP, DATED SEPTEMBER 1, 2005, THE SITE IS LOCATED IN FLOOD ZONE X-RISK/SHADP.
 2. THE FLOOD INSURANCE RATE MAP IS A GENERALIZATION OF THE FLOOD INSURANCE RATE MAP AND SHOULD NOT BE USED FOR DESIGN PURPOSES. THE FLOOD INSURANCE RATE MAP IS A GENERALIZATION OF THE FLOOD INSURANCE RATE MAP AND SHOULD NOT BE USED FOR DESIGN PURPOSES.

PROPERTIES WITHIN 200-FEET						
CD #	LAND USE	ZONING	SUBDIVISION NAME	TOWNSHIP & MARSH ADDRESS	RECORDING INFORMATION	RECORDING INFORMATION
05201911	VACANT	SB	SAN ANTONIO ONE, L.P.	211 WOODWARD AVE, SUITE 910 SCHERTZ, TX 78151	VOL. 803, PG. 777 S.P.R.C.C.T.	
75457	VACANT	SB	SAN ANTONIO ONE, L.P.	211 WOODWARD AVE, SUITE 910 SCHERTZ, TX 78151	VOL. 803, PG. 781 S.P.R.C.C.T.	
37366	INDUSTRIAL	N-1	SYSCO-CENTRAL TEXAS	SYSCO CENTRAL TEXAS PROPERTY TAX SEPT 1390 ENCLAVE JAWY HOUSTON, TX 77077	DOC. NO. 2010602684 M.P.R.C.C.T.	
44847	CONVENIENCE STORE WITH GAS PUMPS	OS SLP	OT 4032	OT SOUTH, 11277 EAST AVE TULSA, OK 74134	DOC. NO. 2010602684 M.P.R.C.C.T.	
44848	CONVENIENCE STORE WITH GAS PUMPS	OS SLP	OT 4032	OT SOUTH, 11277 EAST AVE TULSA, OK 74134	DOC. NO. 2010602684 M.P.R.C.C.T.	

**SPECIFIC USE PERMIT
EXHIBIT FOR TRUCK
TERMINAL**

SYSCO ANNEX LOT
A SUBDIVISION OF
4.0145 AC. / 174,870 SQ. FT. OF LAND,
SITUATED IN THE CARROL M. GAHAGAN JR.
SURVEY NO. 258, ABSTRACT NO. 182 AND THE
JUAN FRANCISCO ZEPEDA SURVEY NO. 257,
ABSTRACT NO. 559, COMAL COUNTY, TEXAS.

PREPARED OCTOBER 9, 2023



Proposed SUP

- Applicant is requesting a Specific Use Permit (SUP) to allow a Truck Terminal on the approximately 4 acres.
- UDC Section 21.5.8 requires an SUP for a Truck Terminal in General Business District.



•Subject Property zoned
General Business (GB)

	Existing Zoning	Land Use
North	Right of Way	Baugh Lane
South	General Business District (GB)	Undeveloped/ Vacant
East	General Business District (GB)	Undeveloped/ Vacant
West	General Business District (GB)	Undeveloped/ Vacant

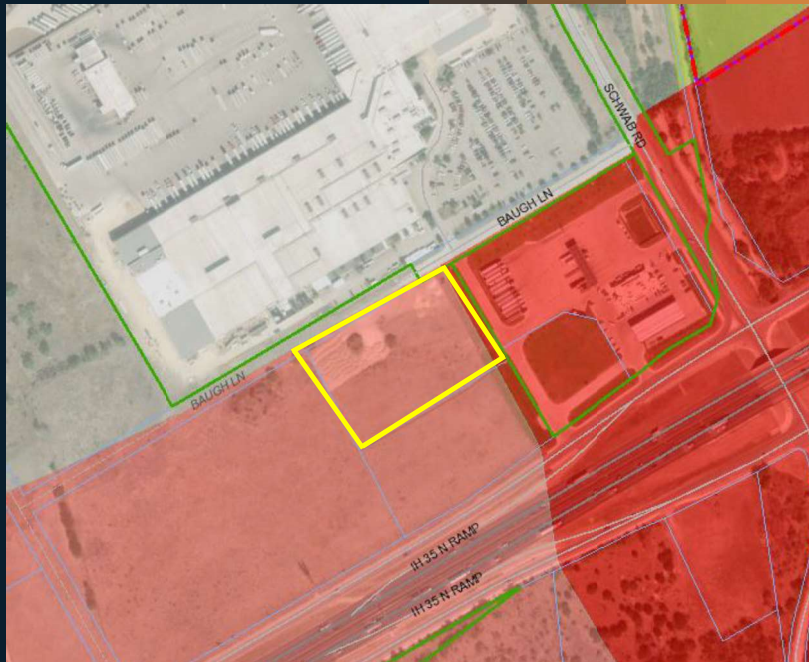
Proposed SUP

- UDC Section 21.5.8 requires an SUP for a Truck Terminal in General Business District.
- Per the submitted Letter of Intent, if the SUP is approved the development would consist of:
 - A gated truck terminal
 - Approximately 20 square foot gate shack to monitor activity on the site
- Specific Use Permit is approved, the applicant will have to go through the site plan process in conformance with UDC Section 21.9.12 and will have to meet all City of Schertz UDC requirements as listed in Article 9.

UDC Section 21.5.11.D Criteria for Approval

1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Land Plan.

The subject property is designated as Commercial Campus. The Commercial Campus land use designation is intended to encourage development of lower intensity commercial, and office uses in the location between major intersections as a buffer between the interstate highway and adjoining neighborhoods. The proposed truck terminal is not directly along IH-35 and acts as an additional buffer from the frontage to the existing SYSCO development.



Commercial Campus

Highway Commercial

Industrial

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UDC Section 21.5.11.D Criteria for Approval

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

General Business District (GB) is intended to provide suitable areas for the development of non-residential uses that may include retail and service establishments that are generally oriented toward serving the overall needs of the community and are usually located along principal transportation corridors. The proposed development is for a truck terminal that will serve the existing SYSCO development to the north of the property. Additionally, the proposed truck terminal is located in proximity to IH-35, a principal transportation corridor.

UDC Section 21.5.11.D Criteria for Approval

3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as safety, traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.

The proposed development is surrounded by adjacent General Business District (GB) to the east, west, and south with Manufacturing District (Light) (M-1) to the north and is compatible with the existing development. The proposed truck terminal will be required to meet all current City of Schertz site development standards stipulated in Article 9. Article 9 is in place to ensure adverse effects of development are minimized and mitigated on neighboring properties.

UDC Section 21.5.11.D Criteria for Approval

4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.

The proposed development is proposing one point of access along Baugh Lane. All proposed access points will be reviewed by the City of Schertz Engineering department.

5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets.

Access to the subject property will be along Baugh Lane. The proposed access points will be reviewed by the City of Schertz Engineering department.

UDC Section 21.5.11.D Criteria for Approval

6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed use on adjacent properties.

The proposed development will have to meet all site development requirements in Article 9 of the Unified Development Code. The adjacent properties are zoned General Business and Manufacturing (Light) and are not being currently used for single-family residential. As a result, no additional screening requirements for residential use will be required.

7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.

The proposed development will have to meet all dimensional and design requirements of the General Business District as mentioned in UDC Section 21.5.7. No variations to the requirements have been requested.

UDC Section 21.5.11.D Criteria for Approval

8. The proposed [use] promotes the health, safety or general welfare of the City and the safe, orderly, efficient and healthful development of the City. As part of promoting health, safety and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts.

As part of promoting health, safety and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts. Given the existing General Business and Manufacturing (light) zoning of surrounding properties, access from Baugh Lane, and the proposed use servicing an existing use, the proposed truck terminal would not pose an adverse impact on adjacent properties.

9. No application made under these provisions will receive final approval until all back taxed owed to the City have been paid in full.

This does not impact consideration by P&Z or the first reading from Council.

10. Other criteria which, at the discretion of the Planning and Zoning Commission and City Council deemed relevant and important in the consideration of the Specific Use Permit.

Staff has ensured all UDC requirements have been met for the Specific Use Permit, and at this time have not received any special considerations from the Planning and Zoning Commission or the City Council.

P&Z Recommendation

- The Planning and Zoning Commission conducted a public hearing on November 15, 2023 and offered a recommendation of approval with the condition that a building permit is issued within two (2) years of the SUP ordinance approval.

Staff Recommendation

- Staff recommends approval of the Specific Use Permit to allow a truck terminal at the subject property conditioned upon the following:
 1. A building permit is approved within two years of the adoption of the SUP Ordinance.

COMMENTS & QUESTIONS

CITY COUNCIL MEMORANDUM

City Council Meeting: December 19, 2023
Department: Planning & Community Development
Subject: Ordinance 23-S-34 - Conduct a public hearing and consider a Specific Use Permit to allow a convenience store with gas pumps on approximately 1.61 acres of land, located at the intersection of Schaefer Road and FM 1518, also known as: 11786 Schaefer Road, City of Schertz, Bexar County, Texas. *First Reading*
(B.James/L.Wood/S.Haas)

BACKGROUND

The applicant is requesting a Specific Use Permit to allow a convenience store with covered gas pumps on approximately 1.61 acres of land, located at the intersection of Schaefer Road and FM 1518, also known as: 11786 Schaefer Road, City of Schertz, Bexar County, Texas, also known as Bexar County property ID: 1396038. The subject property is currently undeveloped and zoned General Business District (GB). Per the letter of intent submitted, the applicant is proposing an approximately 8,725 square foot strip center with a fuel canopy for passenger cars.

On November 3, eighteen (18) public hearing notices were mailed to the surrounding property owners within a 200-foot boundary of the subject property. At the time of this staff report, one (1) response in favor, zero (0) responses neutral, and five (5) responses opposed have been received. A public hearing notice was published in the San Antonio Express on November 29, 2023.

Unlike a zone change, a Specific Use Permit is not subject to LGC, Local Government Code 211.006(d), thus a 3/4 majority vote is not required by City Council.

GOAL

The proposed Specific Use Permit is to allow a convenience store with gas pumps on approximately 1.61 acres of land located at 11786 Schaefer Road.

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

When evaluating Specific Use Permits, staff uses the criteria listed in UDC section 21.5.11.D. The criteria are listed below.

1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Land Plan.

The Comprehensive Land Use Plan, through the South Schertz Sector Plan, identifies this area as Mixed Use Neighborhood. The Mixed Use Neighborhood land use designation is intended to incorporate a variety of housing types with limited commercial in the manner of traditional neighborhood design. The proposed strip center with gas pumps fits the limited commercial land use desired in Mixed Use Neighborhood designated areas, and therefore the proposed Specific Use Permit is generally in

conformance with the Comprehensive Land Use Plan, through the South Schertz Sector Plan.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

General Business District (GB) is intended to provide suitable areas for the development of non-residential uses which offer a wide variety of retail and service establishments that are generally oriented toward serving the overall needs of the entire community. The proposed strip center with gas pumps would meet the intent of the zoning district.

3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as safety, traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.

The subject property lies at the intersection of Schaefer Road and FM 1518, and is currently zoned General Business District (GB). Other properties around this intersection are similarly zoned for commercial uses. The current use for the subject property is undeveloped. Across Schaefer Road to the north is a Dollar General, while there are two properties to the east that are undeveloped and the Rose Garden Elementary School. Directly to the west is the Willow Grove Estates Subdivision. With the proposed strip center being mostly surrounded by commercially zoned land, and being at the intersection of two thoroughfares, the proposed Specific Use Permit would not pose an adverse impact on the surrounding properties. Given the adjacent commercial development, neighboring commercial zoning districts, and the property abutting FM 1518 a principal arterial; the proposed use is compatible with the character and integrity of the neighborhood. The applicant will have to meet all site design standards in Article 9, which is in place to ensure adverse effects of development are minimized and mitigated on neighboring properties.

4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.

The proposed development will have two points of access on two separate roads, Schaefer Road and Brook Orchard. This combined with no proposed access to FM 1518 will minimize the hazardous effect of traffic. The Engineering Department will review a more detailed traffic impact analysis at the time of the site plan process.

5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets.

Access will be from Schaefer Road and Brook Orchard, minimizing the traffic onto the main thoroughfare FM1518.

6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed use on adjacent properties.

The proposed development will have to meet all site requirements in Article 9 including the screening and buffering that will be required to the neighboring residential properties to the west. Article 9 is in place to ensure adverse effects are minimized and mitigated.

7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.

The proposed development will have to meet all dimensional and design requirement of the General Business District as stipulated in UDC Section 21.5.7. No variations to the requirements have been

requested.

8. The proposed [use] promotes the health, safety or general welfare of the City and the safe, orderly, efficient and healthful development of the City.

As part of promoting health, safety and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts. Given the existing General Business zoning of the subject property and adjacent properties, the proposed development would act as a buffer for the residential portions of the Willow Grove Subdivision from FM 1518, a major thoroughfare.

9. No application made under these provisions will receive final approval until all back taxes owed to the City have been paid in full.

This does not impact consideration of the first reading from Council.

10. Other criteria which, at the discretion of the Planning and Zoning Commission and City Council are deemed relevant and important in the consideration of the Specific Use Permit.

Staff has ensured all UDC requirements have been met, the Planning and Zoning Commission added a condition of approval that the conceptual site plan be adhered to as best as possible.

RECOMMENDATION

A Specific Use Permit allows for discretionary City Council approval of uses with unique or widely varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in this UDC. Approval of a specific use permit authorizes a property owner to submit subsequent development applications consistent with the approved Specific Use Permit.

The Planning & Zoning Commission conducted a public hearing on November 15, 2023 and offered a recommendation of approval with a condition that the applicant adhere to the conceptual site plan as much as possible. The recommendation passed with a 4-2 vote. One page of the conceptual site plan has been attached to Ordinance 23-S-34 to illustrate the condition imposed by the Planning and Zoning Commission.

Due to the compatibility between the surrounding land uses and the property being in conformance with the Comprehensive Land Use Plan, staff recommends approval of the Specific Use Permit to allow a convenience store with gas pumps at the subject property conditioned upon the following:

1. A building permit is approved within two (2) years of the adoption of the SUP Ordinance in accordance with Unified Development Code Article 5, Section 21.5.11.F Expiration of Specific Use Permit.
2. The convenience store with gas pumps adheres to the Conceptual Site Plan as much as possible.

Attachments

Ord. 23-S-34 with Exhibits

Aerial Exhibit

Public Hearing Notice Map

Public Hearing Responses

Conceptual Site Plan Exhibit

City Council Presentation Slides

ORDINANCE NO. 23-S-34

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO APPROVE A SPECIFIC USE PERMIT TO ALLOW FOR OPERATION OF A CONVENIENCE STORE WITH GAS PUMPS ON APPROXIMATELY 1.61 ACRES OF LAND, LOCATED AT THE INTERSECTION OF SCHAEFER ROAD & FM 1518, ADDRESS: 11786 SCHAEFER ROAD, ALSO KNOWN AS BEXAR COUNTY PROPERTY ID: 1396038, CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

WHEREAS, an application for a Specific Use Permit to allow for an operation of a convenience store with gas pumps on approximately 1.61 acres of land, located at the intersection of Schaefer Road and FM 1518, also known as: 11786 Schaefer Road, and more specifically described in the Exhibit A attached herein (herein, the “Property”) has been filed with the City; and

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

WHEREAS, on November 15, 2023, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested Specific Use Permit with conditions; and

WHEREAS, on December 19, 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, is hereby approved to allow a convenience store with gas pumps conditioned upon the following occurring:

- a) A building permit is approved within two years of the adoption of the Specific Use Permit Ordinance
- b) The convenience store with gas pumps adheres to the Conceptual Site Plan as much as possible more particularly described in the attached Exhibit B.

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

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

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

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

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

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

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

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

PASSED, APPROVED and ADOPTED ON SECOND READING, the ____ day of _____ 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(city seal)

Exhibit "A"

Survey
&
Specific Use Permit Exhibit

NOTES
 1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
 2. TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE GUARANTY COMPANY, GF NO.: 1-210329, EFFECTIVE DATE APRIL 15, 2021, ISSUED DATE APRIL 22, 2021.
 SCHEDULE B:
 10c. VOLUME 9649 PAGE 147 - APPLIES
 -- DRAINAGE/GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION EASEMENT - SHOWN
 -- DRAINAGE EASEMENT - SHOWN
 -- SANITARY SEWER EASEMENT - SHOWN
 10d. VOLUME 15159 PAGE 692 - APPLIES
 VOLUME 15412 PAGE 1634 - APPLIES
 VOLUME 15705 PAGE 1638 - APPLIES
 10e. VOLUME 16782 PAGE 1564 - APPLIES
 10f. DOCUMENT NUMBER 2020068491 - APPLIES
 -- 0.2424 ACRE TRACT - SHOWN

Exhibit A: Survey

3. REFERENCED PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SCALED FROM FEMA FLOOD MAP 295 OF 785, COMMUNITY PANEL NO. 48029C0295F, DATED SEPTEMBER 29, 2010.
 4. THE TRACT SHOWN HEREON IS SUBJECT TO ALL CITY OF SCHERTZ AND BEXAR COUNTY ORDINANCES AND RESTRICTIONS.
 5. A METES AND BOUNDS DESCRIPTION WAS PREPARED FOR THIS SURVEY.
 6. SET IRON PINS ARE 1/2" DIAMETER REBAR WITH A BLUE CAP STAMPED "KFW SURVEYING".
 7. ADJOINERS SHOWN HEREON ARE PER CURRENT BEXAR COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

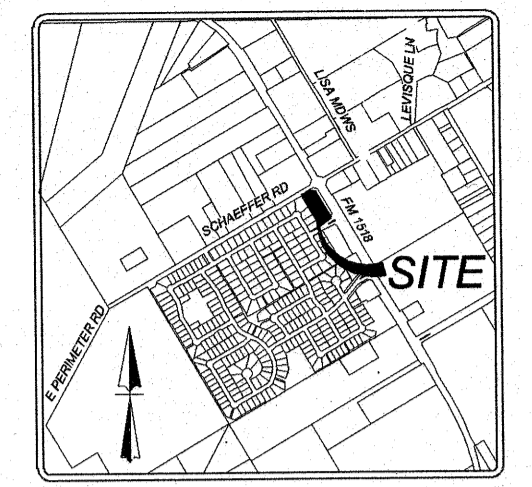
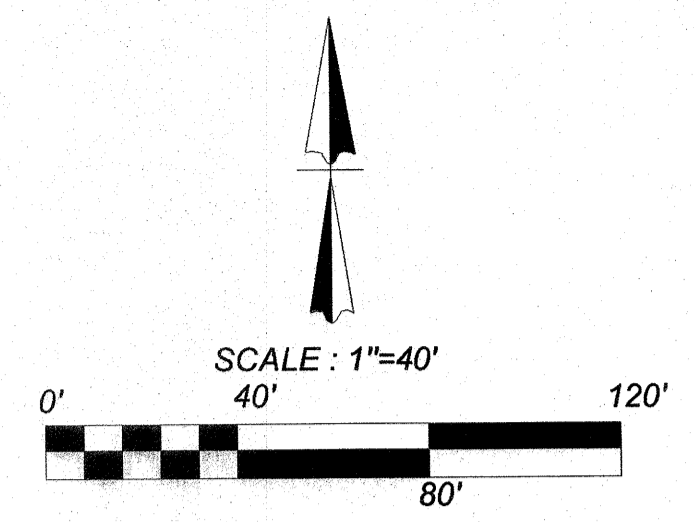
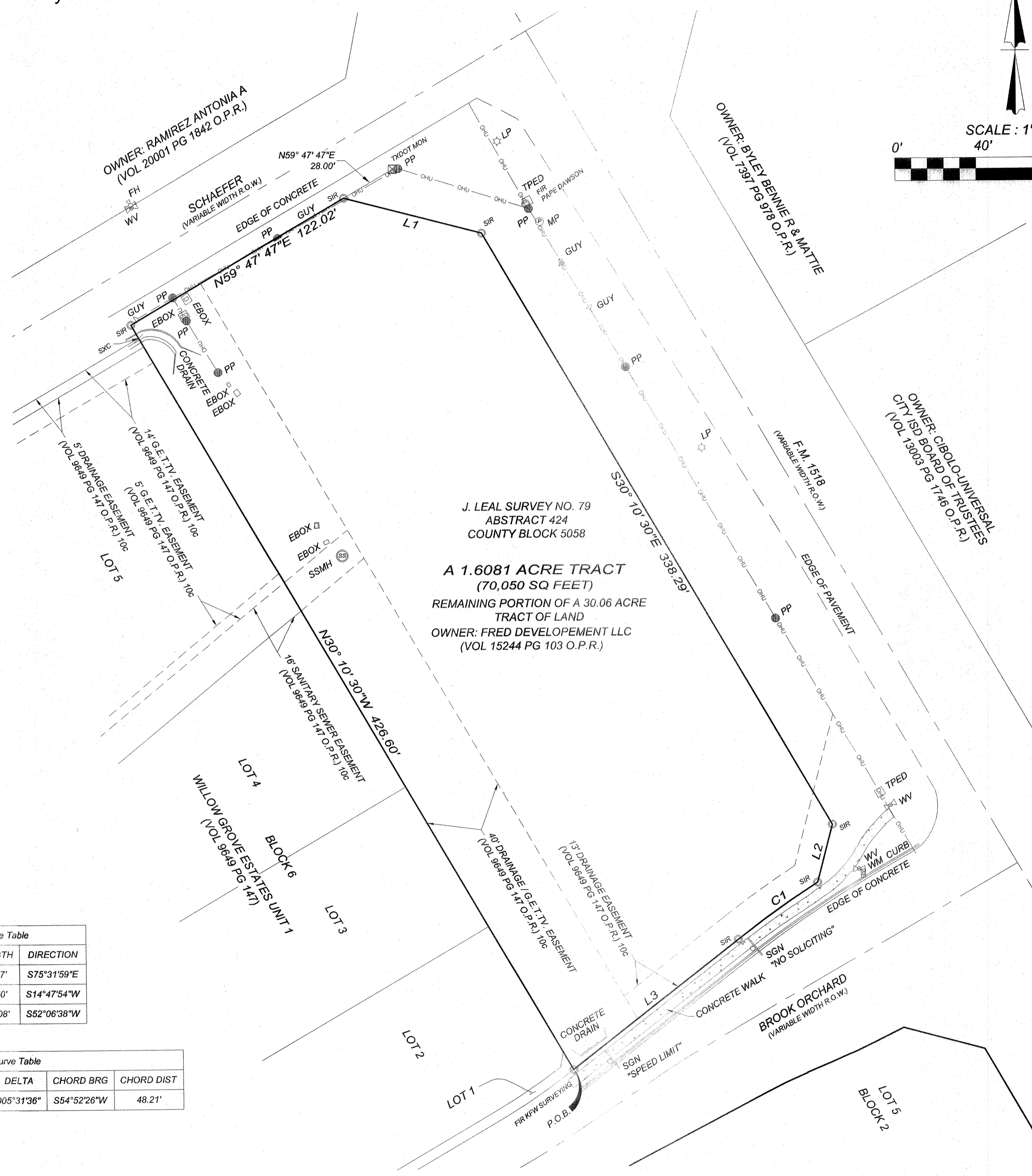
- SYMBOL LEGEND**
- FIR FOUND 1/2" IRON ROD OR AS NOTED
 - SIR SET 1/2" IRON ROD WITH A BLUE CAP STAMPED "KFW SURVEYING"
 - ✕ SXC SET CHISELED "X" IN CONCRETE
 - TXDOT MON TEXAS DEPARTMENT OF TRANSPORTATION MONUMENT TYPE 1
 - PP POWER POLE
 - ⊕ GUY GUY
 - ⊙ LP LIGHT POLE
 - ⊞ EBOX ELECTRIC BOX
 - ⊞ WM WATER METER
 - ⊞ WV WATER VALVE
 - ⊞ FH FIRE HYDRANT
 - ⊞ SSMH SANITARY SEWER MANHOLE
 - ⊞ TPED TELEPHONE PEDASTAL
 - ⊞ SGN SIGN AS NOTED
 - ⊞ MP MARKER POST
 - G.E.T.V. GAS, ELECTRIC, TELEPHONE, CABLE T.V.
 - O.P.R. OFFICIAL PUBLIC RECORD
 - P.O.B. POINT OF BEGINNING
 - OHU — OVERHEAD UTILITY LINE

Line Table

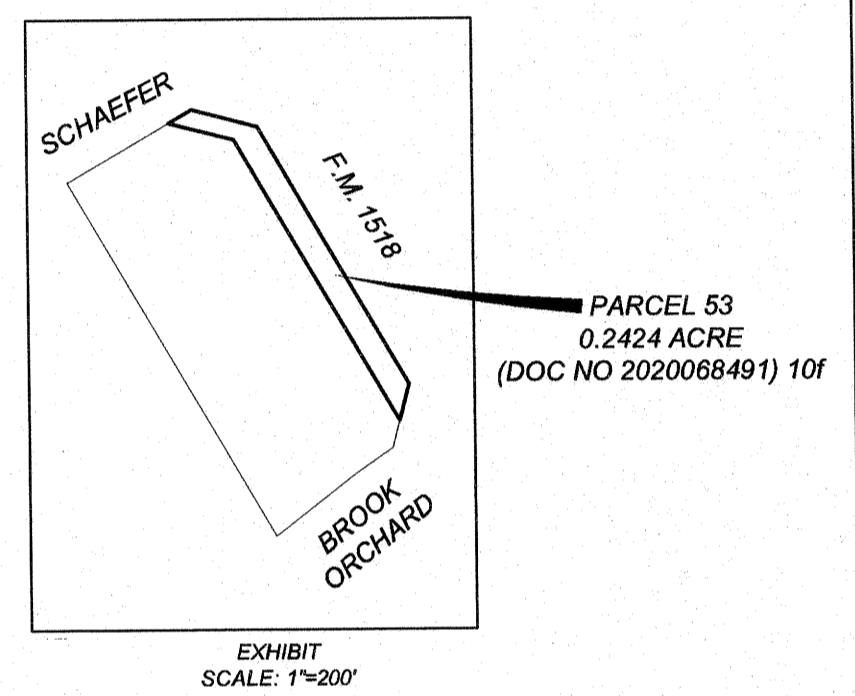
LINE #	LENGTH	DIRECTION
L1	70.27'	S75°31'59"E
L2	29.50'	S14°47'54"W
L3	104.08'	S52°06'38"W

Curve Table

Curve #	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD DIST
C1	48.23'	500.00'	005°31'36"	S54°52'26"W	48.21'



ADDRESS: SCHAEFER RD,
SCHERTZ, TX 78154



STATE OF TEXAS,
COUNTY OF BEXAR:
 I, TERESA A. SEIDEL, DO HEREBY CERTIFY THAT THIS TITLE SURVEY WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONS WORKING UNDER MY SUPERVISION AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A LAND TITLE SURVEY. THE FIELDWORK WAS COMPLETED ON 06/09/2021.
 TERESA A. SEIDEL
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
 EMAIL: TSEIDEL@KFWENGINEERS.COM
 DATE OF SURVEY: 06/09/2021
 PROJECT NO.: 21-080

ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO:
 THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS (TBPELS)
 1917 S INTERSTATE 35, AUSTIN, TEXAS, 78741
 PHONE: 512-440-7723; FAX: 512-442-1414 • EMAIL: INFO@PELS.TEXAS.GOV

LAND TITLE SURVEY OF

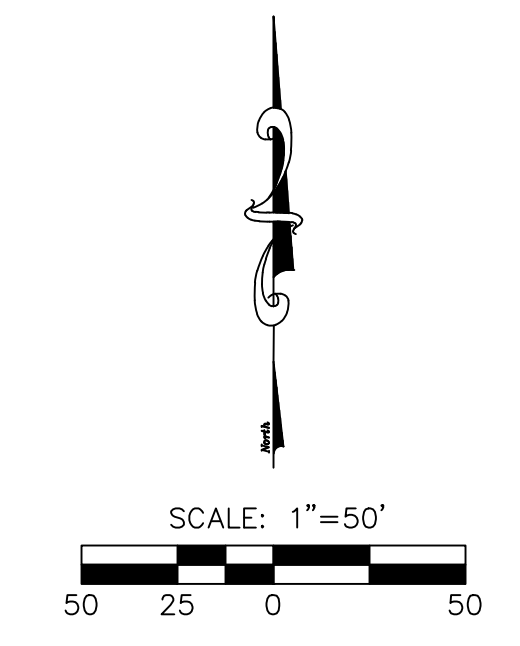
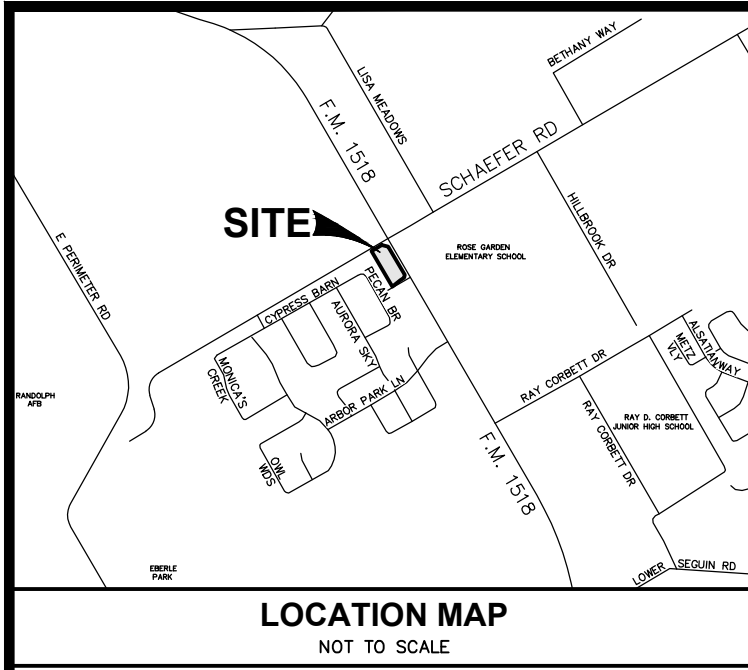
A 1.6081 ACRE TRACT OF LAND, OUT OF THE J. LEAL SURVEY NO. 79, ABSTRACT 424, COUNTY BLOCK 5058 AND BEING OUT OF A REMAINING PORTION OF A 30.06 ACRE TRACT OF LAND CONVEYED TO FRED DEVELOPMENT, LLC OF RECORD IN VOLUME 15244 PAGE 103 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS

KFW SURVEYING
 3421 Paesanos Pkwy, Suite 101, San Antonio, TX 78231
 Phone #: (210) 979-8444 • Fax #: (210) 979-8441
 TBPLS Firm #: 10122300

REVISIONS	ISSUE DATE	JOB NO. 21-080
		DATE: JUNE 8, 2021
		CHECKED: TAS
		DRAWN: JSO
		SHEET NUMBER:
		1 OF 1

Date: Jun 10, 2021, 9:02am User: ID: jsonora File: S:\Draw 2021\21-080 FM 1518 and Schaefer Rd.dwg

Exhibit A: Specific Use Permit Exhibit



LEGEND

- PROPERTY BOUNDARY
- - - ADJACENT PROPERTY RECORD INFORMATION
- WASTEWATER LINE
- WATER LINE
- MINOR CONTOUR
- MAJOR CONTOUR
- 200' NOTIFICATION BOUNDARY

RECORD OWNERS/DEVELOPERS:

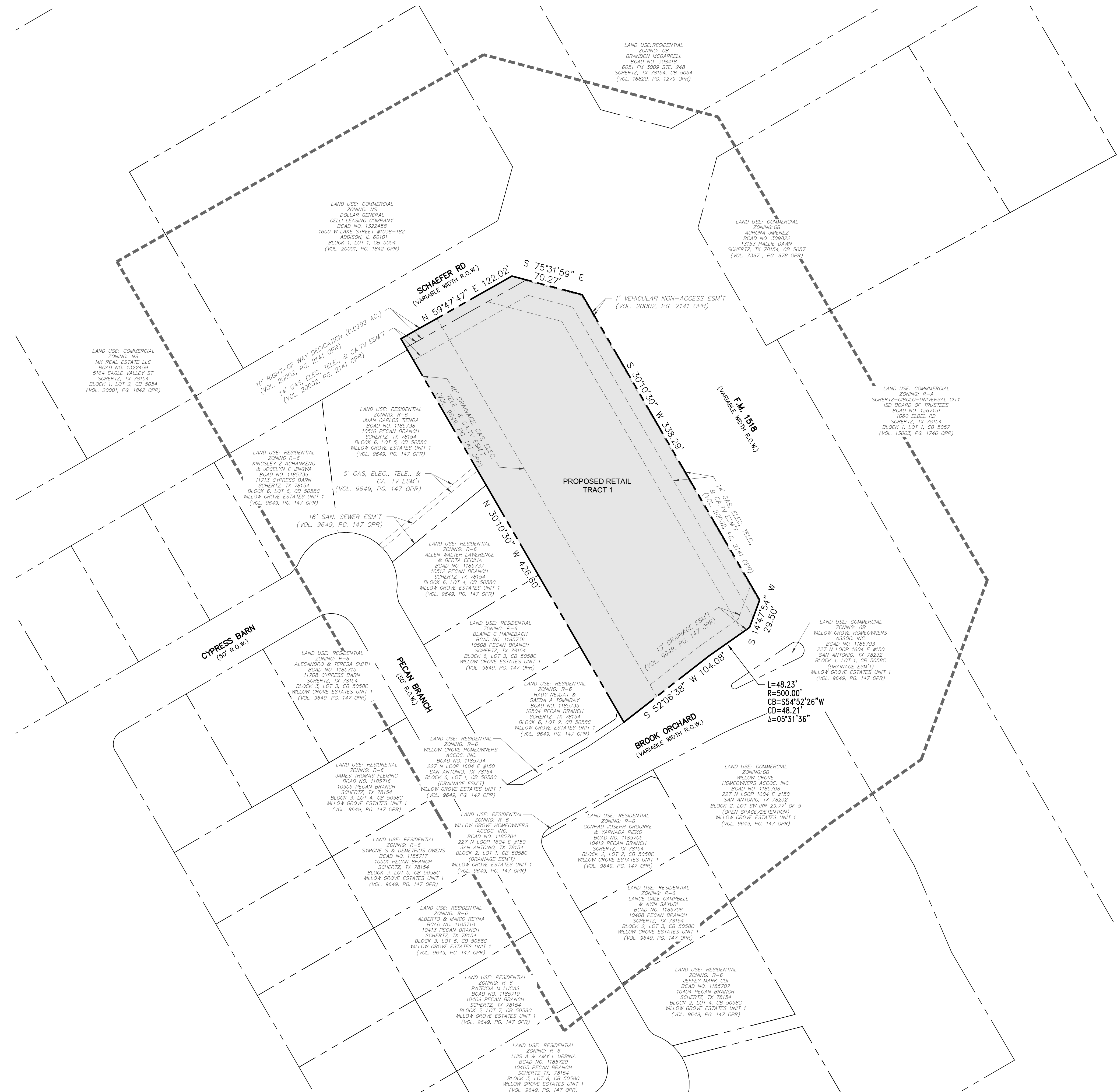
TEG SCHERTZ VENTURES, LLC
 BCAD NO. 1396038
 SCHAEFER RD
 SCHERTZ, TX 78154
 BLOCK 6, LOT 20, CB 5058C
 J. LEAL SURVEY NO. 79, ABS 424
 (VOL. 20002, PG. 2141 OPR)

**11786 SCHAEFER RD
 SPECIFIC USE PERMIT TRACT 1**

LOT 20, BLOCK 6, C.B. 5058C OF THE WILLOW GROVE ESTATES COMMERCIAL RECORDED IN VOLUME 20002, PAGE 2141 IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

ACCORDING TO FLOOD INSURANCE MAP, PANEL 48029C0295F, DATED 9/29/2010, IS LOCATED IN ZONE X AND IS NOT WITHIN THE 100-YEAR FLOODPLAIN.

TRACT	ACREAGE	EXIST. ZONING	PROP. ZONING
1	1.61	GB	GB



K LOVE ENGINEERING
 Site Development Engineering Services
 Firm No. 11042
 www.kloveengineering.com (210) 485-5683

REVISIONS:

NO.	DATE	DESCRIPTION

OWNER:
 TEG SCHERTZ VENTURE, LLC
 7801 N LAMAR, STE. B168
 AUSTIN, TX 78752

SCHAEFER RD STRIP CENTER
 WILLOW GROVE ESTATES COMMERCIAL
 11786 SCHAEFER RD
 SCHERTZ, TEXAS 78154
 BEING 1.597 ACRES OF THE J. LEAL SURVEY NO. 79, ABSTRACT 424, BEXAR COUNTY, TEXAS, AS SHOWN ON THE ATTACHED FLOOD INSURANCE MAP, PANEL 48029C0295F, DATED 9/29/2010, IS LOCATED IN ZONE X AND IS NOT WITHIN THE 100-YEAR FLOODPLAIN. THIS PROJECT IS SUBJECT TO THE ESTATE COMMERCIAL RECORDS IN VOLUME 20002, PAGE 2141 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

SPECIFIC USE PERMIT EXHIBIT

DESIGNED BY: AJB
 DRAWN BY: CT
 SCALE: 1"=50'
 DATE: 10/3/23
 SHEET NO.

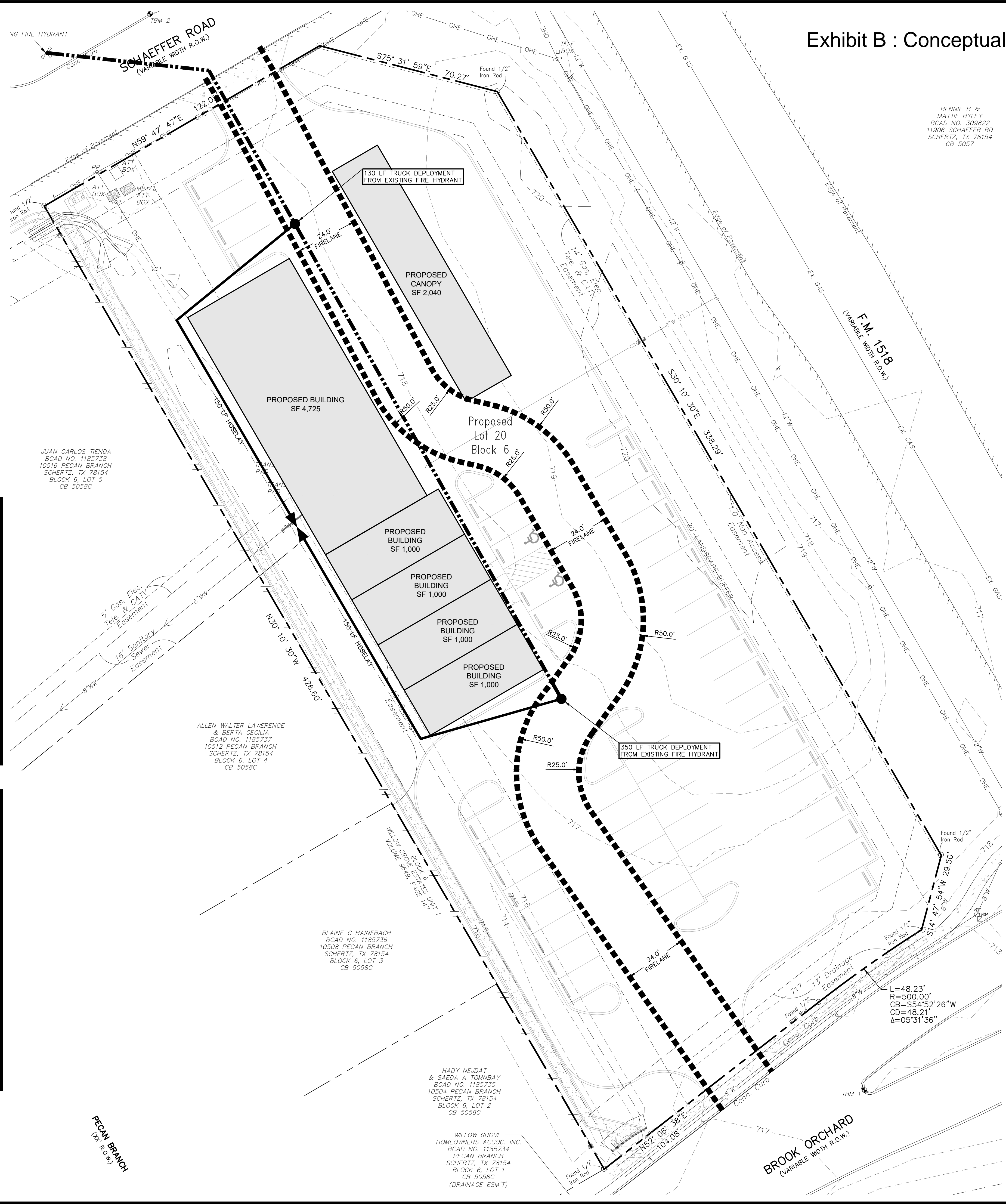
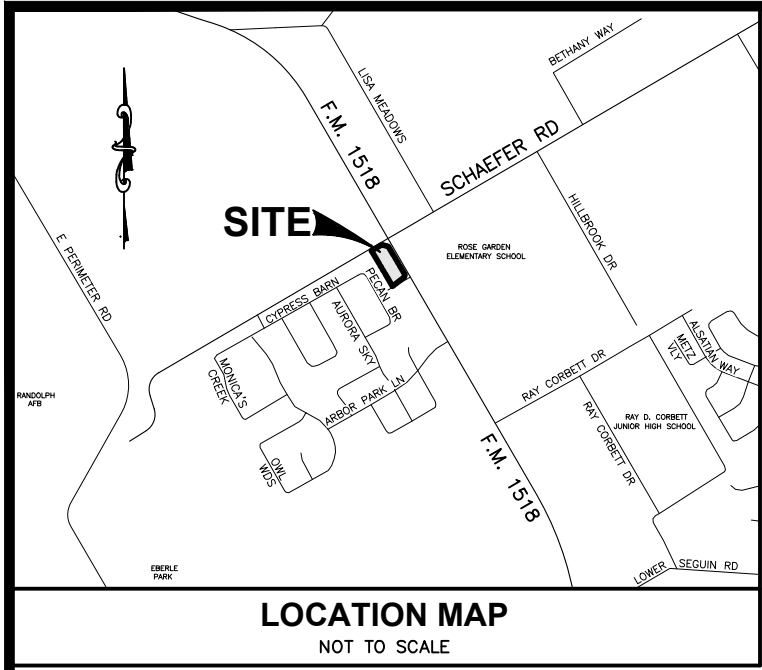


EX1

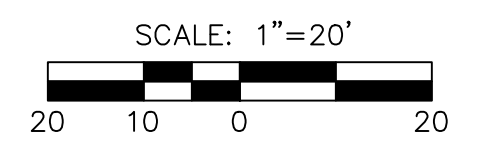
Exhibit "B"

Conceptual Site Plan

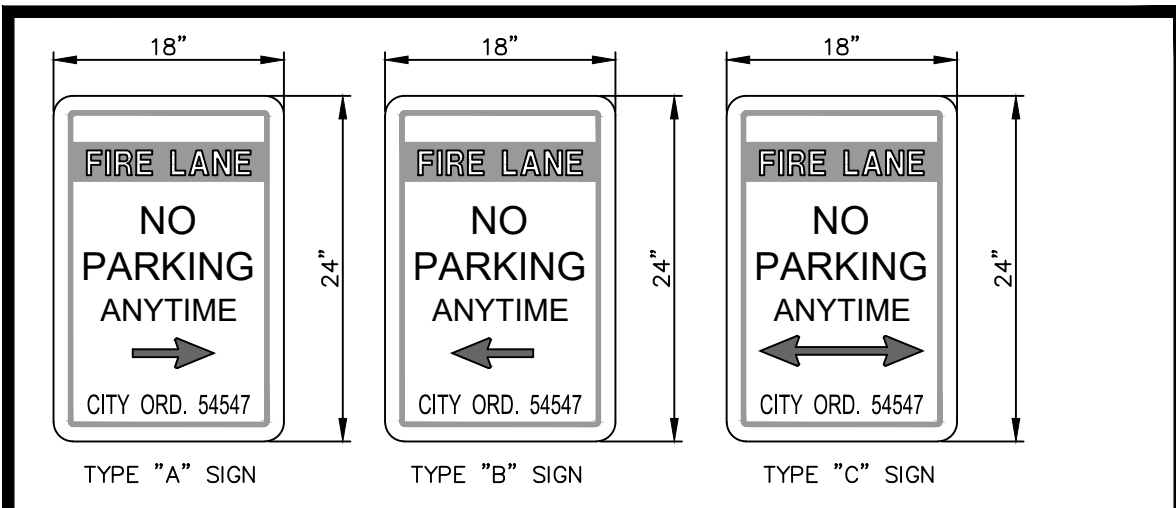
Exhibit B : Conceptual Site Plan



BENNIE R & MATTIE BYLEY
 SCAD NO. 309822
 11906 SCHAEFER RD
 SCHERTZ, TX 78154
 CB 5057



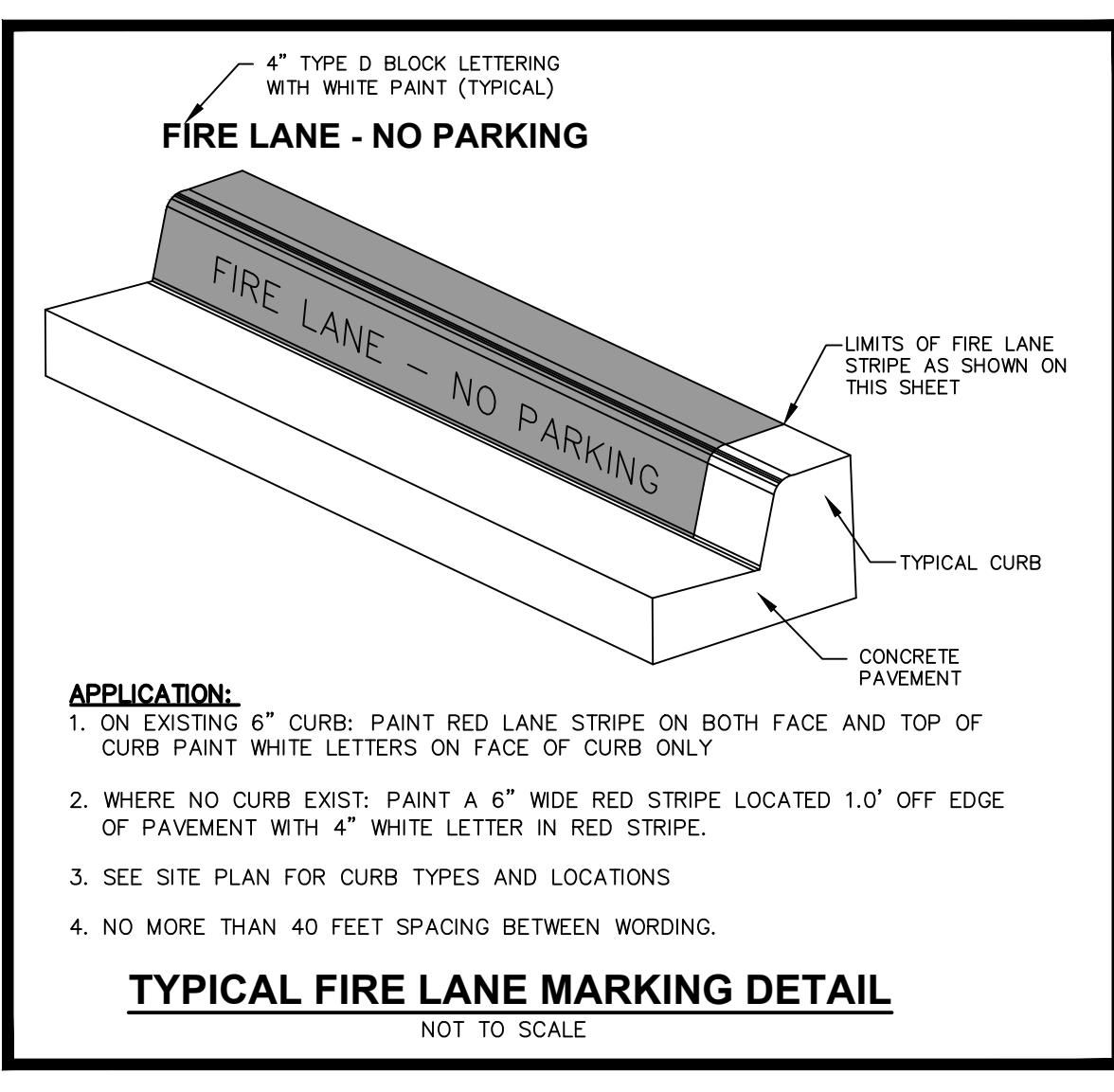
EXISTING	PROPOSED	DESCRIPTION
(---)	(---)	PROPERTY (P.O.W.) LINE/ SUBDIVISION BOUNDARY/ ADJACENT PROPERTY RECORD INFORMATION
(*)	(*)	BENCHMARK
(LPP)	(LPP)	LIGHT POLE
(PP)	(PP)	POWER POLE
(D)	(D)	DOWN CUI
(T)	(T)	TRANSFORMER (SIZE VARIES)
(F)	(F)	FIRE HYDRANT
(V)	(V)	WATER VALVE
(M)	(M)	WATER METER
(WM)	(WM)	WATER METER VAULT
(WMH)	(WMH)	WATER MANHOLE
(TMH)	(TMH)	TELEPHONE RISER
(C)	(C)	CABLE TV RISER
(E)	(E)	ELECTRIC BOX
(EM)	(EM)	ELECTRIC METER
(G)	(G)	GAS VALVE
(GM)	(GM)	GAS METER
(TCB)	(TCB)	TRAFFIC CONTROL BOX
(TSP)	(TSP)	TRAFFIC SIGNAL POST
(UGL)	(UGL)	UNDERGROUND GAS LINE MARKER
(GT)	(GT)	GREASE TRAP (SIZE VARIES)
(SL)	(SL)	STORMDRAIN LINE
(WL)	(WL)	WATER LINE
(FWL)	(FWL)	FIRE LINE
(WWL)	(WWL)	WASTEWATER LINE
(GL)	(GL)	GAS LINE
(OHE)	(OHE)	OVERHEAD ELECTRIC (PRIMARY)
(UGE)	(UGE)	UNDERGROUND ELECTRIC (PRIMARY)
(USE)	(USE)	UNDERGROUND ELECTRIC (SECONDARY)
(UGT)	(UGT)	UNDERGROUND TELEPHONE
(UGC)	(UGC)	UNDERGROUND CABLE
(EMH)	(EMH)	ELECTRIC MANHOLE (SIZE VARIES)
(WMH)	(WMH)	WASTEWATER MANHOLE (SIZE VARIES)
(SDMH)	(SDMH)	STORMDRAIN MANHOLE (SIZE VARIES)
(TMH)	(TMH)	TELEPHONE MANHOLE (SIZE VARIES)
(FC)	(FC)	FIRE DEPARTMENT CONNECTION
(CC)	(CC)	WASTEWATER CLEANOUT
(H)	(H)	HEADER CURB
(S)	(S)	SAWTOOTH CURB
(R)	(R)	RETAINING WALL
(C)	(C)	CHAINLINK FENCE
(CS)	(CS)	CONCRETE SIDEWALKS
(C-678)	(C-678)	CONTOUR
(X785.00TC)	(X785.00TC)	DIRECTION OF FLOW
(X785.00)	(X785.00)	SPOT ELEVATION/TOP OF CURB
(X785.50)	(X785.50)	SPOT ELEVATION
(S)	(S)	SWALE
(CP)	(CP)	CONCRETE PAVEMENT
(AP)	(AP)	ASPHALT PAVEMENT
(TD)	(TD)	TRUCK DEPLOYMENT
(HL)	(HL)	HOSE LAY
(FL)	(FL)	FIRELANE



NOTES:

- LETTERS AND BORDER IN RED ON WHITE BACKGROUND.
- STANDARD SIZE OF SIGN SHALL BE 18"x24" AS SPECIFIED BY THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (R7-35)
- FIRE PLAN REVIEWER OR FIRE INSPECTOR WILL MAP OUT THE LOCATIONS AND NUMBER OF SIGNS REQUIRED.
- BOTTOM OF EDGE OF THE SIGN MUST BE AT LEAST SEVEN (7) FEET ABOVE GRADE WHERE THE SIGN IS INSTALLED AND AT LEAST TWO (2) FEET FROM THE BACK OF CURB.

FIRE LANE SIGN DETAIL
NOT TO SCALE



APPLICATION:

- ON EXISTING 6" CURB: PAINT RED LANE STRIPE ON BOTH FACE AND TOP OF CURB PAINT WHITE LETTERS ON FACE OF CURB ONLY
- WHERE NO CURB EXIST: PAINT A 6" WIDE RED STRIPE LOCATED 1.0' OFF EDGE OF PAVEMENT WITH 4" WHITE LETTER IN RED STRIPE.
- SEE SITE PLAN FOR CURB TYPES AND LOCATIONS
- NO MORE THAN 40 FEET SPACING BETWEEN WORDING.

TYPICAL FIRE LANE MARKING DETAIL
NOT TO SCALE

TYPE OF CONSTRUCTION	REQUIRED FLOW	NUMBER OF REQUIRED HYDRANTS
---	---	---
---	---	---
---	---	---

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

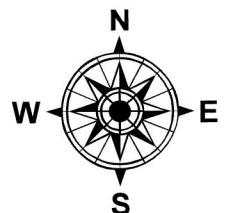
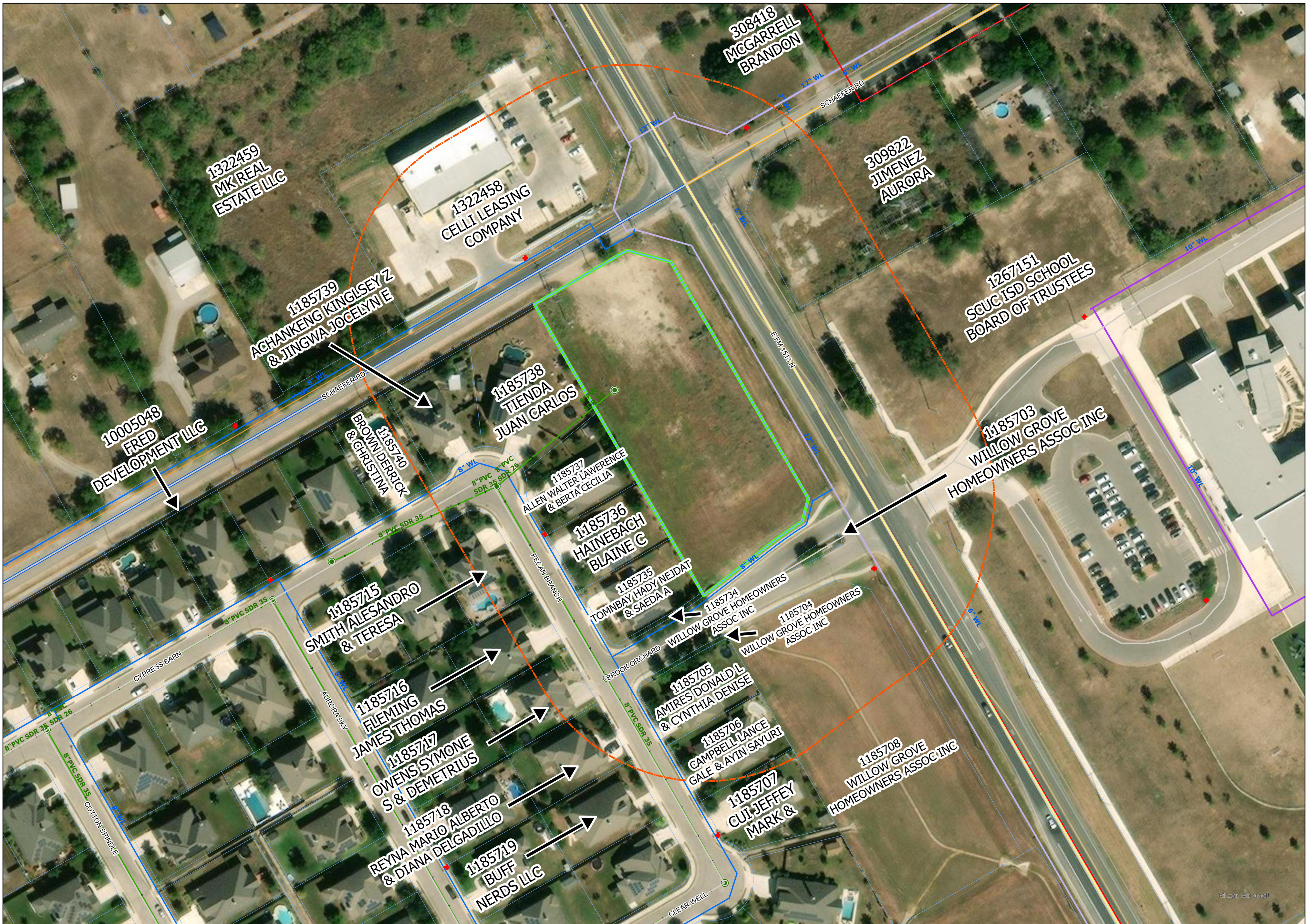
K LOVE ENGINEERING
 Site Development Engineering Services
 Firm No. 11042
 www.kloveengineering.com (210) 485-5683

OWNER:
TEG SCHERTZ VENTURE, LLC
 7801 N LAMAR, STE. B168
 AUSTIN, TX 78752

SCHAEFFER RD STRIP CENTER
 XXXX SCHAEFFER RD
 SCHERTZ, TEXAS 78154

DESIGNED BY: ---
 DRAWN BY: CT
 SCALE: 1"=---'
 DATE: 11/10/21
 SHEET NO: **C6.0**

FIRE PROTECTION PLAN



SCHIERTZ
COMMUNITY • SERVICE • OPPORTUNITY

FM 1518 & SCHAEFER ROAD
(PLSPU20230206)

- Highways
- Major Roads
- Minor Roads
- Freeway
- Principal Arterial
- Planned Principal Arterial
- Secondary Arterial
- Planned Secondary Arterial
- Secondary Rural Arterial

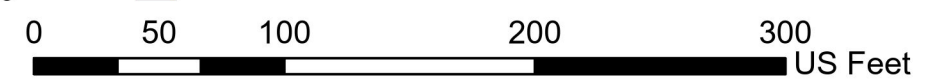
- Planned Secondary Rural Arterial
- Residential Collector
- Planned Residential Collector
- Planned Commercial Collector B
- Commercial Collector A
- Planned Commercial Collector A

- 1"
- 2"
- 3"
- 4"
- 6"
- 8"
- 10"
- 12"
- 16"
- 18"
- 20"
- 24"
- 30"
- 36"
- Unknown

- Schertz Gravity
- Schertz Pressure
- Neighboring Gravity
- Private Pressure

- Hydrant
- Manholes
- CCMA Lift Station
- Private Lift Station
- Schertz Lift Station
- CCMA Treatment Plant
- Schertz Treatment Plant

- Project Boundary
- County Boundaries
- Schertz Municipal Boundary
- ETJ



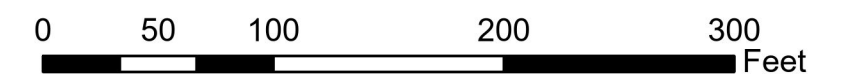
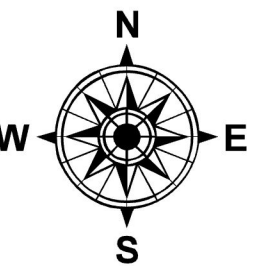


City of Schertz

FM 1518 & SCHAEFER ROAD
(PLSPU20230206)

 200' Buffer

 Project Area



From: Denise Torres
Sent: Monday, November 13, 2023 9:15 PM
To: planning@schertz.com
Subject: Opposed to PLSPU20230206

Dear Mr. Haas,

I am writing concerning **PLSPU20230206**, the Specific Use Permit to allow a convenience store with gasoline pumps at the intersection of Schaefer Road and FM 1518 11786 Schaefer Road, Schertz, TX 78154. As a Willow Grove resident/homeowner, caregiver of a family member with health and mobility issues and my home being just beyond the 200 ft of the proposed gasoline pumps, **I am deeply opposed to the City of Schertz granting this permit.**

The health risks of the exposure to benzene and other toxins that are possible by living in such close proximity to gasoline pumps are both significant and present danger to the residents.

Our subdivision is already challenged with the Dollar General located at this intersection which adds more pedestrian and vehicle traffic and idling exhaust fumes. It is also a safety challenge when attempting to simply access the subdivision safely.

Please consider the following in not allowing this permit to proceed:

American Journal of Public Health study titled Residential Proximity to Environmental Hazards and Adverse Health Outcomes Am J Public Health.

2011 December; 101(Suppl 1): S37–S52. doi: [10.2105/AJPH.2011.300183](https://doi.org/10.2105/AJPH.2011.300183) which can be accessed [here](#) cites how living near environmental hazards contributes to poorer health and disproportionate health outcomes. They conducted a substantive review and critique of the literature regarding residential proximity to environmental hazards and adverse pregnancy outcomes, childhood cancer, cardiovascular and respiratory illnesses, end-stage renal disease, and diabetes. Several studies have found that living near hazardous wastes sites, highly trafficked roads, and gas stations among other sites are related to an increased risk of adverse health outcomes. Government agencies should consider these findings in establishing rules and permitting and enforcement procedures to reduce pollution from environmentally burdensome facilities and land uses.

In 2021 the **Community and Environmental Defense Services** shared their in depth research (which can be accessed [here](#)) for the Myrtle Beach Healthy Neighborhoods Coalition that cites numerous research points on the concerns about having a gas station-convenience store close to their homes. The residents learned that a number of [scientific studies](#) have documented an increased risk of cancer and other adverse health effects among those living within 500- to a 1,000-feet of a gas station. The risk is due to benzene and other harmful compounds released from gasoline storage tank vents and at the pump. A number of compounds injurious to human health are released from gas stations during vehicle fueling and from underground storage tank vents. These harmful compounds include: [benzene, toluene, ethyl benzene, and xylene \(BTEX\)](#). The U.S. Environmental Protection Agency echoed concerns about the health risk associated with gas station emissions in their [School Siting Guidelines](#) when within 500 to 1,000 feet.

Lastly, gas stations when abandoned present **petroleum brownfields, as outlined by the EPA [here](#) which was just updated March 28, 2023 on the EPA website.** Brownfield is a term applied to a property where its expansion, redevelopment, or reuse may be complicated by the presence or potential presence

of a hazardous substance. A petroleum brownfield is a type of brownfield where the contaminant is petroleum. Of the estimated 450,000 brownfield sites in the U.S., approximately one-half are thought to be impacted by petroleum, much of it from leaking underground storage tanks (USTs) at old gas stations. These sites blight the surrounding neighborhoods and threaten human health and the environment. Petroleum can contaminate groundwater, the source of drinking water for nearly half of the U.S. population. Petroleum brownfields, such as old abandoned gas stations, require significant taxpayer funds for their potential clean up and reuse.

Thank you and I urge you to not allow this specific use development to proceed.

Sincerely,

Denise Torres

11705 Cypress Barn

Schertz, TX 78154

From: Kingsley Achankeng
Sent: Tuesday, November 7, 2023 10:00 PM
To: planning@schertz.com
Subject: No Gas pumps
Attachments: No gas station.pdf

I strongly oppose the commercialization of our neighborhood with gas pumps. There are gas pumps on FM 78 and the major highway less than 2-minute drive from our neighborhood.

Thank You
Kingsley A

NOTICE OF PUBLIC HEARING

November 3, 2023

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, November 15th, 2023 at 6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and act upon the following item:

PLSPU20230206- Conduct a public hearing and make a recommendation on a Specific Use Permit to allow a convenience store with gas pumps on approximately 1.61 acres of land, located at the intersection of Schaefer Road & FM 1518, address: 11786 Schaefer Road, City of Schertz, Bexar County, Texas, property ID: 1396038.

Because you own property within 200 feet of the subject property, the Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. If you would like to express how you feel, please complete the bottom portion of this letter and return before the public hearing date by mail or personal delivery to Samuel Haas, Senior Planner 1400 Schertz Parkway, Bldg. 1, Schertz, Texas 78154, or by e-mail planning@schertz.com. If you have any questions, please feel free to call Samuel Haas, Senior Planner directly at (210) 619-1783.

Sincerely,

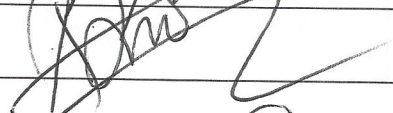


Samuel Haas
Senior Planner

Reply Form

I am: in favor of opposed to neutral to the request for **PLSPU20230206**

COMMENTS: Residential Community Please

NAME: Kingsley Achankay SIGNATURE: 
(PLEASE PRINT)

STREET ADDRESS: 11713 Cypress Bark, Schertz 78154

DATE: 11/07/2023

NOTICE OF PUBLIC HEARING

November 3, 2023

To whom it may concern,

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Sincerely,



Samuel Haas
Senior Planner

Reply Form

I am: in favor of opposed to neutral to the request for **PLSPU20230206**

COMMENTS: This space is too small and too close to our home
for gas station.

NAME: Lance Campbell SIGNATURE Lance Campbell
(PLEASE PRINT)

STREET ADDRESS: 10408 Pecan Branch

DATE: 6 Nov 23

Samuel Haas

From: Symone
Sent: Tuesday, November 14, 2023 2:27 PM
To: planning@schertz.com
Subject: PLSPU20230206

Dear Mr. Haas and The City of Schertz Planning and Zoning Commission,

I am writing concerning PLSPU20230206, the Specific Use Permit to allow a convenience store with gasoline pumps at the intersection of Schaefer Road and FM 1518 (11786 Schaefer Road, Schertz, TX 78154). As the mother of 2 young children living within 200 ft of the proposed gasoline pumps, I am strongly oppose to the City of Schertz granting this permit. The health risks of daily exposure to benzene and other toxins posed by living in close proximity to gasoline pumps are simply too grave. We are already exposed to jet fuels, air and noise pollutants coming from the JBSA flight line, however those concerns were present at the time of purchasing our home.

Setback distance limits for constructing gas stations adjacent to residential homes don't adequately account for toxic vapor fumes. The setback calculations generally assume about 0.1 lbs of fuel vapor emitted per 1,000 gallons of gasoline. Unfortunately, despite modern safety regulations and equipment, observed evaporative vapor losses are actually in the 1.4 to 1.7 lbs per 1,000 gallon range (over ten times higher than estimated). Not surprisingly, numerous municipalities across the country have deemed even California's 300 ft setback as woefully insufficient. Setbacks of 500 ft to 750 ft are becoming more common especially given that benzene is being detected well over 300 ft from gasoline dispensing facilities. No amount of benzene is safe. This proposed convenience store with gas pumps significantly jeopardizes the health of several families with children living within 200 ft of the proposed site. If we're responsible enough to consider a 300 ft buffer, the number of impacted households increases more than twofold. Furthermore, the recently constructed Rose Garden Elementary School lies directly across the street and within 300 ft of the proposed pumps. Not only does this pose health risks to the students and faculty, but it also adds to the existing traffic congestion where numerous accidents have already transpired.

The detrimental impacts of this proposal extend beyond the substantial health and safety risks that would burden this community. Nationally, convenience store holdups account for 6% of all robberies. This proposal stands to increase the risk of crime in very close proximity to an elementary school. The Willow Grove neighborhood, already forced to contend with the light pollution and displeasing signage of the newly built Dollar General on the adjacent corner of Schaefer Road, would be further subjected to downward pressure on property values and damage its appeal as a safe, quiet neighborhood beside an elementary school.

I urge our city planners to do better by its residents and take necessary measures to ensure this proposal is denied. There are ample alternative uses for this plot that could actually improve the lives of surrounding residents rather than disrupt and endanger them.

Thank you for your time and efforts on this matter.

Sincerely,

Mrs. Symone Owens
10501 Pecan Branch
Schertz, TX 78154

Emily Delgado

From: Teresa Smith
Sent: Tuesday, November 7, 2023 9:34 PM
To: planning@schertz.com
Cc:
Subject: Reply - PLSPU20230206

Dear Mr. Haas,

I am writing concerning PLSPU20230206, the Specific Use Permit to allow a convenience store with gasoline pumps at the intersection of Schaefer Road and FM 1518 (11786 Schaefer Road, Schertz, TX 78154). As the mother of 2 young children living within 200 ft of the proposed gasoline pumps, I am vehemently opposed to the City of Schertz granting this permit. The health risks of daily exposure to benzene and other toxins posed by living in close proximity to gasoline pumps are simply too grave.

Setback distance limits for constructing gas stations adjacent to residential homes don't adequately account for toxic vapor fumes. The setback calculations generally assume about 0.1 lbs of fuel vapor emitted per 1,000 gallons of gasoline. Unfortunately, despite modern safety regulations and equipment, observed evaporative vapor losses are actually in the 1.4 to 1.7 lbs per 1,000 gallon range (over ten times higher than estimated). Not surprisingly, numerous municipalities across the country have deemed even California's 300 ft setback as woefully insufficient. Setbacks of 500 ft to 750 ft are becoming more common especially given that benzene is being detected well over 300 ft from gasoline dispensing facilities. No amount of benzene is safe. This proposed convenience store with gas pumps significantly jeopardizes the health of several families with children living within 200 ft of the proposed site. If we're responsible enough to consider a 300 ft buffer, the number of impacted households increases more than twofold. Furthermore, the recently constructed Rose Garden Elementary School lies directly across the street and within 300 ft of the proposed pumps. Not only does this pose health risks to the students and faculty, but it also adds to the existing traffic congestion where numerous accidents have already transpired.

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I urge our city planners to do better by its residents and take necessary measures to ensure this proposal is denied. There are ample alternative uses for this plot that could actually improve the lives of surrounding residents rather than disrupt and endanger them.

Thank you for your time and efforts on this matter.

Sincerely,

Mrs. Teresa Smith
11708 Cypress Barn
Schertz, TX 78154

Reply Form

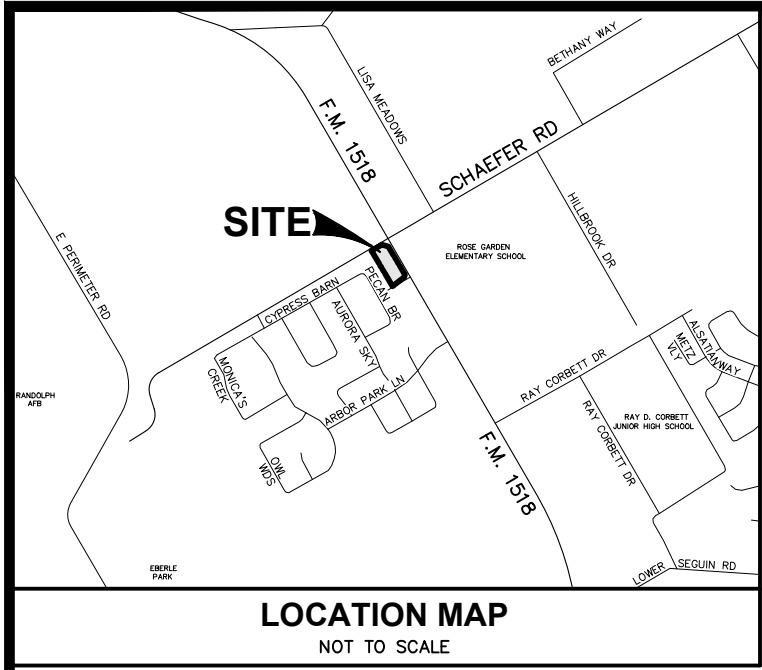
I am: in favor of opposed to neutral to the request for **PLSPU20230206**

COMMENTS:

NAME: Carlo Celli Leasing Co SIGNATURE [Signature]
(PLEASE PRINT)

STREET ADDRESS: FM 1519

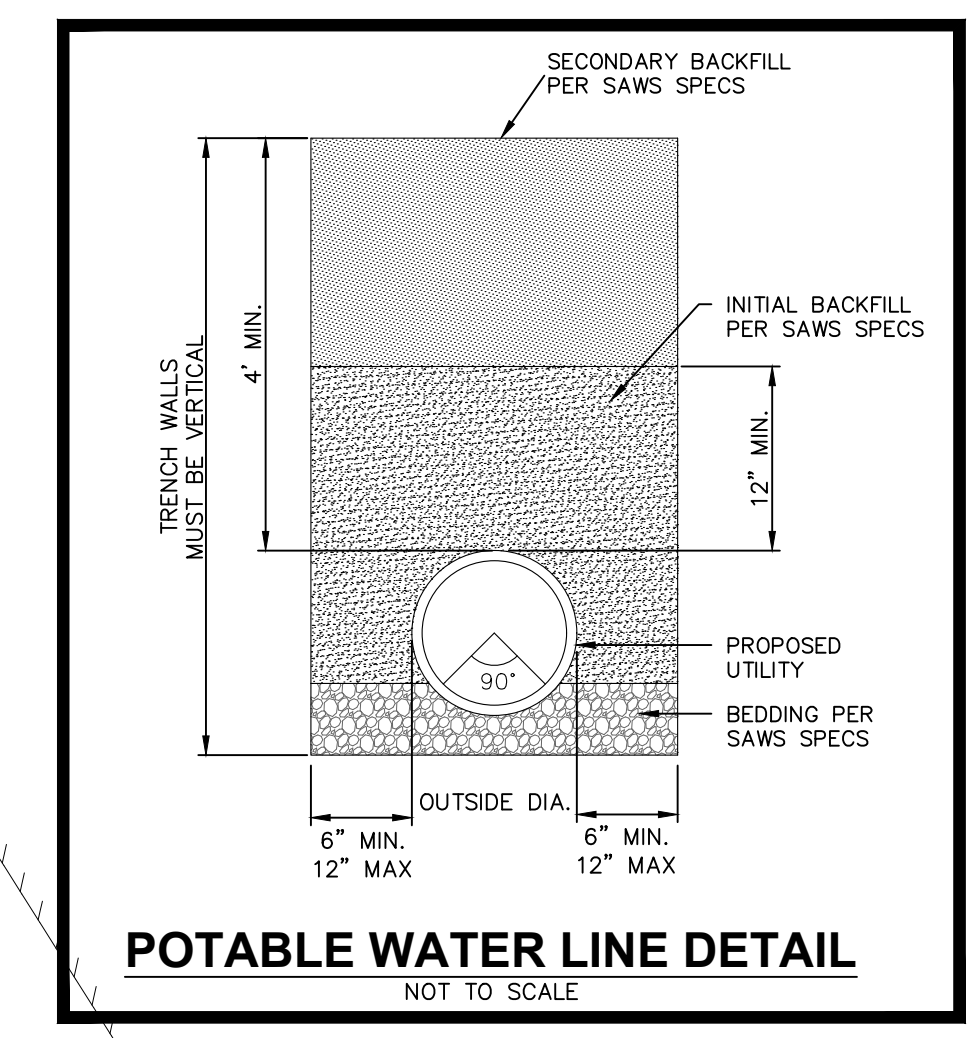
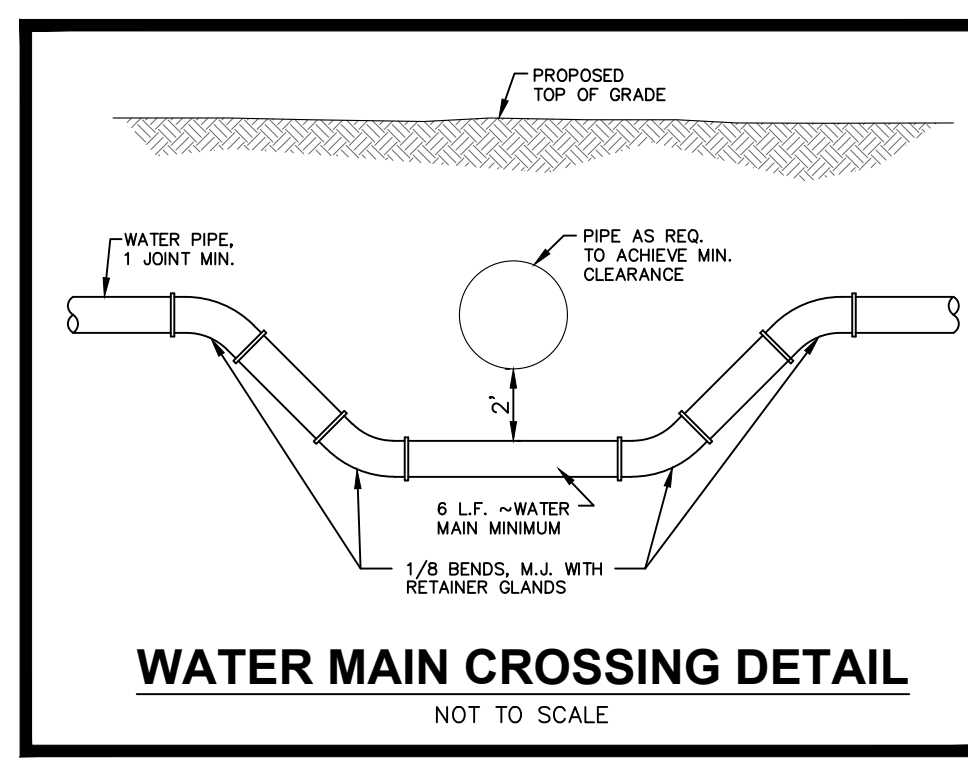
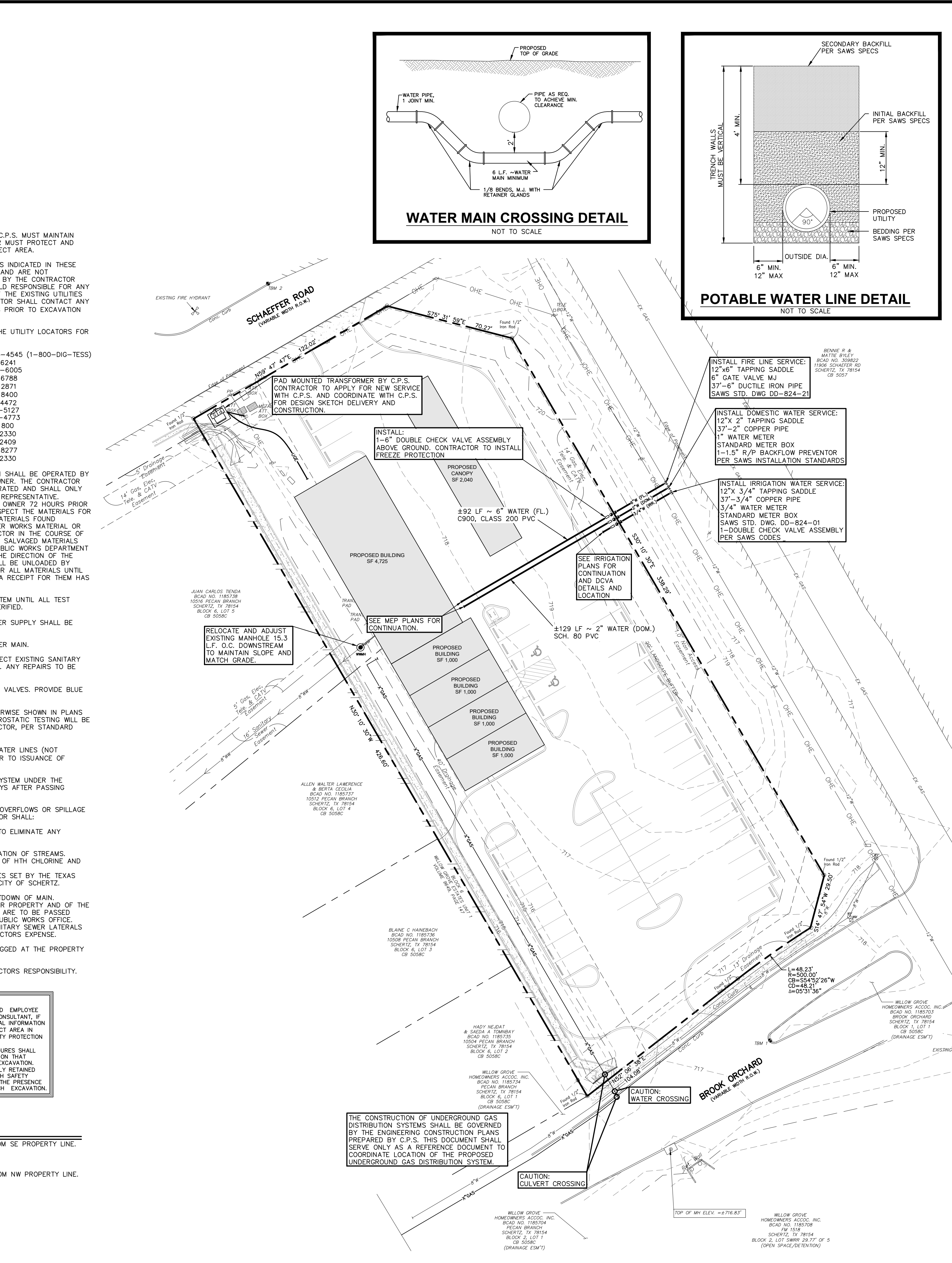
DATE: 11-15-2023



UTILITIES NOTES:
(TECHNICAL SPECIFICATION SECTION 01732)
(UPDATED 7/1/19)

- DUE TO FEDERAL REGULATIONS TITLE 49, PART 192.181, C.P.S. MUST MAINTAIN ACCESS TO GAS VALVES AT ALL TIMES. THE CONTRACTOR MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA.
- THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES INDICATED IN THESE PLANS ARE TAKEN FROM THE BEST RECORDS AVAILABLE AND ARE NOT GUARANTEED, BUT SHALL BE INVESTIGATED AND VERIFIED BY THE CONTRACTOR BEFORE STARTING WORK. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO, AND FOR MAINTENANCE AND PROTECTION OF THE EXISTING UTILITIES EVEN IF THEY ARE NOT SHOWN ON THE PLANS. CONTRACTOR SHALL CONTACT ANY UTILITIES ENCOUNTERED FORTY-EIGHT (48) HOURS PRIOR TO EXCAVATION OPERATION.
- THE FOLLOWING IS A LIST OF TELEPHONE NUMBERS OF THE UTILITY LOCATORS FOR THE VARIOUS UTILITIES THAT MAY BE ENCOUNTERED:
TEXAS ONE CALL1-800-245-4545 (1-800-DIG-TESS)
C.C.M.A.(210)-658-6241
CITY PUBLIC SERVICE.....1-800-545-6005
CENTERPOINT ENERGY ENTE.....(210)-659-6785
C.V.E.C.(210)-672-2871
NEW BRAUNFELS UTILITY.....(830)-629-8400
TIME WARNER CABLE.....(210)-352-4472
AT&T.....1-800-828-5127
TXDOT NEW BRAUNFELS.....1-800-644-4773
CITY OF SCHERTZ PUBLIC WORKS DEPT.....(210)-619-1800
GREEN VALLEY WATER DISTRICT.....(830)-914-2330
SCHERTZ SEGUIN LOCAL GOV'T CORP.....(830)-401-2409
GREEN VALLEY TELEPHONE COMPANY.....(830)-885-8277
GREEN VALLEY SPECIAL UTILITY DISTRICT.....(831)-914-2330
- NO VALVES IN THE OWNER'S WATER DISTRIBUTION SYSTEM SHALL BE OPERATED BY THE CONTRACTOR WITHOUT PRIOR PERMISSION OF THE OWNER. THE CONTRACTOR SHALL NOTIFY THE OWNER WHEN A VALVE IS TO BE OPERATED AND SHALL ONLY OPERATE THE VALVE IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE. COORDINATE ALL SHUTDOWN OF MAINS FOR TIE-INS WITH OWNER 72 HOURS PRIOR TO WORK BEING COMPLETED. THE CONTRACTOR SHALL INSPECT THE MATERIALS FOR DEFECTS AT THE TIME THEY ARE UNLOADED, AND ANY MATERIALS FOUND DEFECTIVE SHALL BE REMOVED FROM THE SITE. ALL WATER WORKS MATERIAL OR SCRAP OF WHATEVER NATURE REMOVED BY THE CONTRACTOR IN THE COURSE OF THE WORK SHALL REMAIN THE PROPERTY OF THE OWNER. SALVAGED MATERIALS SHALL BE DELIVERED TO AND UNLOADED AT THE CITY PUBLIC WORKS DEPARTMENT BY THE CONTRACTOR UNDER OBSERVATION OF AND AT THE DIRECTION OF THE OWNER. ITEMS TOO HEAVY TO BE HANDLED MANUALLY WILL BE UNLOADED BY EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS UNTIL THEY HAVE BEEN TURNED IN TO THE OWNER AND UNTIL A RECEIPT FOR THEM HAS BEEN ISSUED BY THE OWNER.
- NO TIE-IN SHALL BE MADE TO THE EXISTING UTILITY SYSTEM UNTIL ALL TEST RESULTS HAVE BEEN PROVIDED TO THE CITY AND ARE VERIFIED.
- PRIOR TO TESTING, ANY CONNECTION TO THE CITY'S WATER SUPPLY SHALL BE THROUGH AN APPROVED AND TESTED BACKFLOW DEVICE.
- PLUG EXISTING SEWER BEFORE INSTALLING ANY NEW SEWER MAIN.
- CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PROTECT EXISTING SANITARY SEWER LATERALS AND WATER SERVICES SHOWN IN PLANS. ANY REPAIRS TO BE MADE AT CONTRACTORS EXPENSE.
- PROVIDE BLUE PAINTED "V" ETCHED IN CURB TO IDENTIFY VALVES. PROVIDE BLUE PAINTED "X" ETCHED IN CURB TO IDENTIFY METER BOXES.
- NEW WATER MAINS TO BE PVC C900 DR14, UNLESS OTHERWISE SHOWN IN PLANS AND APPROVED BY PUBLIC WORKS OR ENGINEERING. HYDROSTATIC TESTING WILL BE PERFORMED UNDER THE SUPERVISION OF THE CITY INSPECTOR, PER STANDARD SPECIFICATION 02515 AT 200 PSI FOR 4 HOURS.
- CONTRACTORS SHOULD USE HTH FOR DISINFECTION OF WATER LINES (NOT CHLORINE INJECTION) UNLESS APPROVED OTHERWISE PRIOR TO ISSUANCE OF PERMIT.
- NEW WATERLINES SHALL BE TIED INTO EXISTING WATER SYSTEM UNDER THE SUPERVISION OF CITY PERSONNEL NO LATER THAN 14 DAYS AFTER PASSING BACTERIOLOGICAL TESTS.
- THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT NO OVERFLOWS OR SPILLAGE OF SEWER OCCURS. SHOULD THIS OCCUR, THE CONTRACTOR SHALL:
 - IDENTIFY THE SOURCE OF THE SPILL AND ATTEMPT TO ELIMINATE ANY ADDITIONAL SPILLAGE.
 - NOTIFY THE CITY OF SCHERTZ PUBLIC WORKS.
 - CONTAIN THE SPILL IN PLACE AND AVOID CONTAMINATION OF STREAMS.
 - DISINFECT THE AREA OF THE SPILL WITH A MIXTURE OF HTH CHLORINE AND WATER.
 - ALL WORK SHALL BE DONE ACCORDING TO GUIDELINES SET BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE CITY OF SCHERTZ.
- CONTRACTOR TO PROVIDE NOTICE TO RESIDENTS OF SHUTDOWN OF MAIN. CONTRACTOR TO NOTIFY RESIDENTS OF WORK WITHIN THEIR PROPERTY AND OF THE RELOCATION OF METERS. ANY COMPLAINTS BY RESIDENTS ARE TO BE PASSED IMMEDIATELY TO THE CITY INSPECTOR OR TO THE MAIN PUBLIC WORKS OFFICE. TAKE APPROPRIATE MEASURES TO PROTECT EXISTING SANITARY SEWER LATERALS SHOWN IN PLANS. ANY REPAIRS TO BE MADE AT CONTRACTORS EXPENSE.
- ABANDONED CUSTOMER LINES SHALL BE CAPPED OR PLUGGED AT THE PROPERTY LINE.
- ASBESTOS PIPE REMOVAL AND DISPOSAL IS THE CONTRACTORS RESPONSIBILITY.

BENCHMARKS
TBM #1: MAGNAIL IN CURB OF MEDIAN ADJACENT FROM SE PROPERTY LINE.
ELEV. = 718.17'
N=13,742,067.04; E=2,206,422.94
TBM #2: MAGNAIL IN CURB ACROSS THE STREET FROM NW PROPERTY LINE.
ELEV. = 717.49'
N=13,742,479.24; E=2,206,149.68



GENERAL WATER NOTES:
(PW TECH. SPEC SECTION 01145)
(UPDATED 2/26/18)

- ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS PROJECT SHALL BE APPROVED BY THE CITY OF SCHERTZ AND COMPLY WITH THE FOLLOWING AS APPLICABLE:
 - CURRENT CITY OF SCHERTZ "UNIFIED DEVELOPMENT CODE"
 - CURRENT CITY OF SCHERTZ "PUBLIC WORKS SPECIFICATION MANUAL"
 - CURRENT TXDOT "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS, AND DRAINAGE."
- THE CONTRACTOR SHALL NOT PROCEED WITH ANY PIPE INSTALLATION WORK UNTIL THEY HAVE NOTIFIED CITY OF SCHERTZ PUBLIC WORKS WITH AT LEAST 3 WORKING DAYS (72 HOURS) NOTICE. ANY TIE-IN SHALL BE COORDINATED BY THE CONTRACTOR WITH PUBLIC WORKS.
- THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES, INCLUDING SERVICE LATERALS, AND DRAINAGE STRUCTURES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND DEPTHS OF UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION WHETHER SHOWN ON PLANS OR NOT, AND TO PROTECT THE SAME DURING CONSTRUCTION.
 - CITY OF SCHERTZ PUBLIC WORKS.....210-619-1800
 - TEXAS STATE WIDE ONE CALL.....800-245-4545
 - CITY PUBLIC SERVICE.....210-353-5952
 - SPECTRUM.....866-874-2389
 - GUADALUPE VALLEY ELECTRIC CO.....210-658-7033
 - GREEN VALLEY WATER SUPPLY CORP.....830-914-2330
 - SSJCO.....830-401-2409
 - NEW BRAUNFELS UTILITY.....830-606-2074
 - CANYON LAKE REGIONAL WATER AUTHORITY.....830-609-0543
 - CENTER POINT.....888-878-7866
 - SAN ANTONIO RIVER AUTHORITY.....866-345-7272
 - CCMA.....210-658-6241
- NO METER BOXES TO BE SET IN DRIVEWAYS. ANY METER BOXES SET IN DRIVEWAYS WILL BE RELOCATED AT THE CONTRACTOR'S AND / OR DEVELOPER'S EXPENSE.
- CONTRACTORS SHOULD USE HTH GRANULAR FOR DISINFECTION OF WATER LINES (NOT CHLORINE INJECTION).
- NEW WATERLINES SHALL BE TIED INTO EXISTING WATER SYSTEM UNDER THE SUPERVISION OF CITY PERSONNEL NO LATER THAN 14 DAYS AFTER PASSING BACTERIOLOGICAL TESTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION FROM DAMAGE DONE TO EXISTING FENCES, CURBS, STREETS, DRIVEWAYS, LANDSCAPING AND STRUCTURES PER SPECIFICATION 01740.
- THE CONTRACTOR SHALL AVOID CUTTING ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATING NEAR EXISTING TREES. EXCAVATION IN VICINITY OF TREES SHALL PROCEED WITH CAUTION. THE CONTRACTOR SHALL CONTACT THE CITY ARBORIST AND THE CITY OF SCHERTZ CONSTRUCTION INSPECTOR FOR GUIDANCE.
- NO EXTRA PAYMENT SHALL BE ALLOWED FOR WORK CALLED FOR ON THE PLANS BUT NOT INCLUDED ON THE BID SCHEDULE. THIS INCIDENTAL WORK WILL BE REQUIRED AND SHALL BE INCLUDED UNDER THE PAY-ITEM TO WHICH IT RELATES.
- THE DEVELOPER DEDICATES THE WATERMANS UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE CITY OF SCHERTZ. THE CITY OF SCHERTZ WILL OWN AND MAINTAIN SAID WATER MAINS WHICH ARE LOCATED WITHIN THIS PARTICULAR SUBDIVISION (AS APPLICABLE).
- THE CONTRACTOR AND/OR THE CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES. THE CONTRACTOR'S IMPLEMENTATION OF THE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLIES WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATIONS.
- WORK COMPLETED BY THE CONTRACTOR WHICH HAS NOT RECEIVED A WORK ORDER OR THE NOTICE TO PROCEED WITH THE CITY OF SCHERTZ CONSTRUCTION INSPECTOR WILL BE SUBJECT TO REMOVAL AND REPLACEMENT BY AND AT THE EXPENSE OF THE CONTRACTOR.
- THE CONTRACTOR WILL KEEP THE AREA ON TOP OF AND AROUND THE METER BOX FREE OF ALL OBJECTS AND DEBRIS

LEGEND		DESCRIPTION
EXISTING	PROPOSED	PROPERTY (P.O.W.) LINE/ SUBDIVISION BOUNDARY ADJACENT PROPERTY RECORD INFORMATION BENCHMARK
---	---	LIGHT POLE
---	---	POWER POLE
---	---	TRANSFORMER (SIZE VARIES)
---	---	FIRE HYDRANT
---	---	WATER VALVE
---	---	WATER METER
---	---	WATER METER VAULT
---	---	WATER MANHOLE
---	---	TELEPHONE RISER
---	---	CABLE TV RISER
---	---	ELECTRIC BOX
---	---	ELECTRIC METER
---	---	GAS VALVE
---	---	GAS METER
---	---	TRAFFIC CONTROL BOX
---	---	TRAFFIC SIGNAL POST
---	---	UNDERGROUND GAS LINE MARKER
---	---	GREASE TRAP (SIZE VARIES)
---	---	STORMDRAIN LINE
---	---	WATER LINE
---	---	FIRE LINE
---	---	WASTEWATER LINE
---	---	GAS LINE
---	---	OVERHEAD ELECTRIC (PRIMARY)
---	---	UNDERGROUND ELECTRIC (PRIMARY)
---	---	UNDERGROUND ELECTRIC (SECONDARY)
---	---	UNDERGROUND TELEPHONE
---	---	UNDERGROUND CABLE
---	---	ELECTRIC MANHOLE (SIZE VARIES)
---	---	WASTEWATER MANHOLE (SIZE VARIES)
---	---	STORMDRAIN MANHOLE (SIZE VARIES)
---	---	TELEPHONE MANHOLE (SIZE VARIES)
---	---	FIRE DEPARTMENT CONNECTION
---	---	WASTEWATER CLEANOUT
---	---	CURB
---	---	HEADER CURB
---	---	SAWTOOTH CURB
---	---	RETAINING WALL
---	---	CHAINLINK FENCE
---	---	CONCRETE SIDEWALKS
---	---	CONTOUR
---	---	DIRECTION OF FLOW
---	---	SPOT ELEVATION/TOP OF CURB
---	---	SWALE
---	---	CONCRETE PAVEMENT
---	---	ASPHALT PAVEMENT

LEGAL DESCRIPTION
UP LOT 29, BLOCK 102, N.C.B. 18612, UNIVERSITY OAKS BUSINESS PARK
RECORDED IN VOLUME 3956, PAGE 48 IN THE DEED AND PLAT
RECORDS OF BEXAR COUNTY, TEXAS.
ADDRESS
UP XXXX SCHAEFFER RD, SCHERTZ, TX 78154
PLAT NO.
UP COSEA LAND PLAT NO. 19-00000000 OF P. HENKE
PLATED PRIOR TO COSEA ISSUING PLAT NUMBERS

KLOVE ENGINEERING
Site Development Engineering Services
Firm No. 11044Z
www.kloveengineering.com (210) 485-5683

SCHAEFFER RD STRIP CENTER
XXXX SCHAEFFER RD
SCHERTZ, TEXAS 78154
UTILITY PLAN

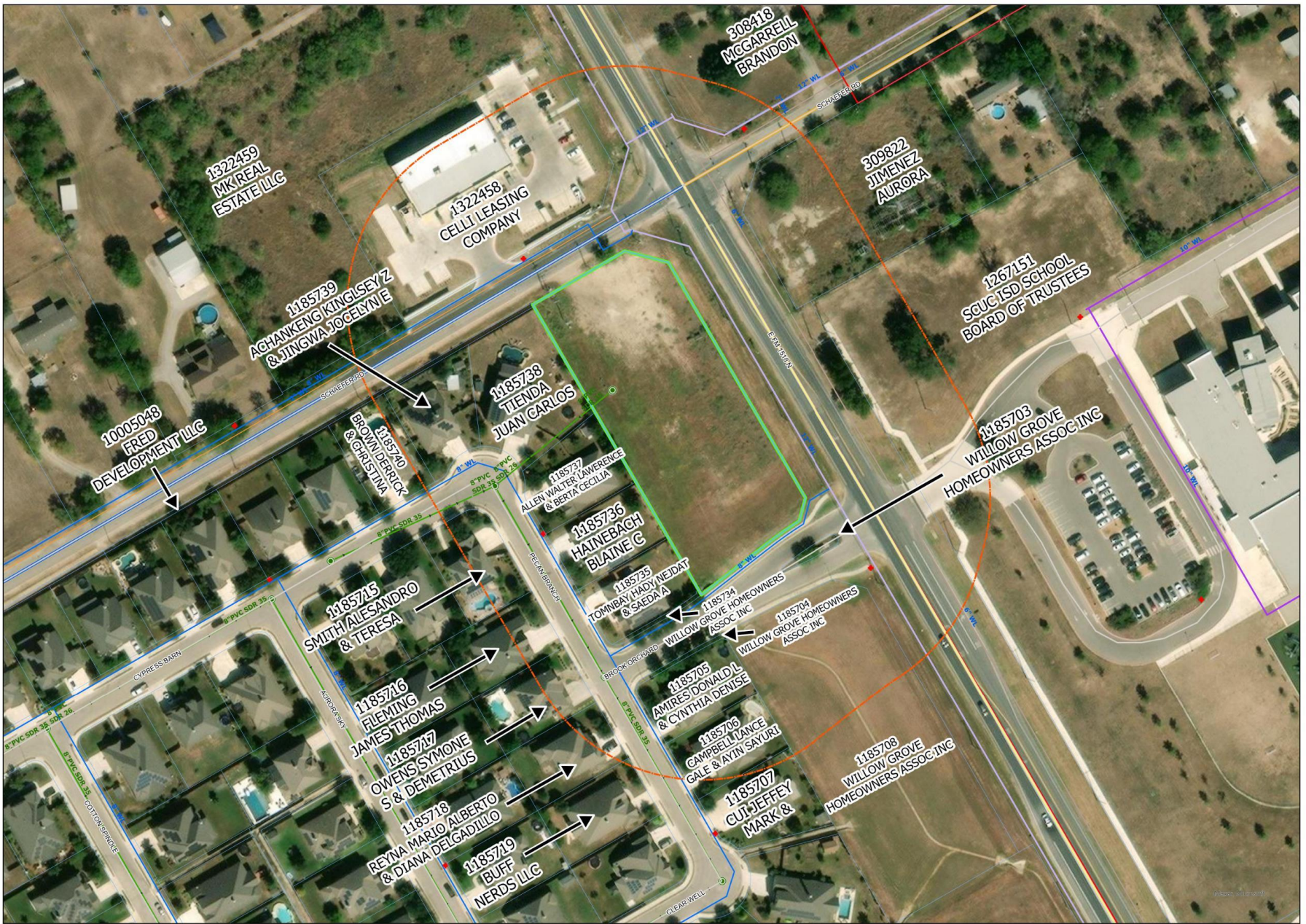
OWNER:
TEG SCHERTZ VENTURE, LLC
7801 N LAMAR, STE. B168
AUSTIN, TX 78752

DESIGNED BY: ---
DRAWN BY: CT
SCALE: 1"=30'
DATE: 11/10/21
SHEET NO: **C4.0**

Ord. 23-S-34

Specific Use Permit to allow a convenience store with gas pumps located at the intersection of Schaefer Road and FM 1518

Samuel Haas | SENIOR PLANNER



- Subject Property Outlined in Green
- Approximately 1.61 acres of land
- Currently undeveloped
- General Business District (GB)

SCHIERITZ
COMMUNITY • SERVICE • OPPORTUNITY

FM 1518 & SCHAEFER ROAD
(PLSPU20230206)

Highways
Major Roads
Minor Roads

Freeway
Principal Arterial
Planned Principal Arterial
Secondary Arterial
Planned Secondary Arterial
Secondary Rural Arterial

Planned Secondary Rural Arterial
Residential Collector
Planned Residential Collector
Planned Commercial Collector B
Commercial Collector A
Planned Commercial Collector A

1"
2"
3"
4"
6"

8"
10"
12"
16"
18"

20"
24"
30"
36"
42"
48"
Unknown

Schieritz Gravity
Schieritz Pressure
Neighboring Gravity
Private Pressure

Hydrant
CMA Lift Station
Private Lift Station

Schieritz Lift Station
CMA Treatment Plant
Schieritz Treatment Plant

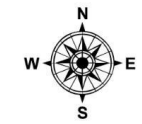
Project Boundary
County Boundaries
Schieritz Municipal Boundary
ETJ

0 50 100 200 300
US Feet

SCHIERITZ
COMMUNITY. SERVICE. OPPORTUNITY.



- November 3:
18 public hearing notices mailed
- Responses Received:
5 – Opposed
1- In Favor
- 1 Sign was posted



Proposed Specific Use Permit

- **Subject Property is approx. 1.61 acres**
- **Currently undeveloped**
- **General Business District (GB)**
- **Per applicant letter of intent, the applicant is proposing to construct an approximately 8,725 square foot strip center with an approximately 2,040 square foot canopy over gas pumps.**
- **The strip center is proposed to have five (5) total units. One is proposed to be 4,725 square feet and the other four are all proposed to be 1,000 square feet each**



UTILITIES NOTES:
(TECHNICAL SPECIFICATION SECTION 0732)

14. DUE TO FEDERAL REGULATIONS TITLE 49, PART 192.185, C.P.S. MUST MAINTAIN ACCESS TO GAS VALVES AT ALL TIMES. THE CONTRACTOR SHALL PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA.

15. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES INDICATED IN THESE PLANS ARE TAKEN FROM THE BEST RECORDS AVAILABLE AND ARE NOT QUARANTEED, BUT SHALL BE INVESTIGATED AND VERIFIED BY THE CONTRACTOR BEFORE WORK BEGINS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO, AND FOR MAINTENANCE AND PROTECTION OF THE EXISTING UTILITIES, EVEN IF THEY ARE NOT SHOWN ON THE PLANS. CONTRACTOR SHALL CONTACT ANY UTILITIES ENCOUNTERED FORTY-EIGHT (48) HOURS PRIOR TO EXCAVATION OPERATION.

16. THE FOLLOWING IS A LIST OF TELEPHONE NUMBERS OF THE UTILITY LOCATORS FOR THE VARIOUS UTILITIES THAT MAY BE ENCOUNTERED:

- TEXAS ONE CALL 1-800-245-4545 (1-800-DIG-TESS)
- C.C.M.A. (210)-658-6241
- CITY PUBLIC SERVICE 800-545-6000
- CENTROPOINT ENERGY ENTER. (210)-659-8788
- G.V.E.C. (210)-472-2871
- NEW BRAUNFELS UTILITY (830)-829-8400
- THE WARNER CABLE (210)-392-1472
- AT&T 1-800-828-5127
- TELECOM 1-800-844-4733
- CITY OF SCHERTZ PUBLIC WORKS DEPT. (210)-819-1800
- GREEN VALLEY WATER DISTRICT (830)-914-2330
- SCHERTZ REGIONAL GOVT CORP. (830)-401-2409
- GREEN VALLEY TELEPHONE COMPANY (830)-885-8277
- GREEN VALLEY SPECIAL UTILITY DISTRICT (831)-914-2330

17. NO VALVES IN THE OWNER'S WATER DISTRIBUTION SYSTEM SHALL BE OPERATED BY THE CONTRACTOR WITHOUT PRIOR PERMISSION OF THE OWNER. THE CONTRACTOR SHALL NOTIFY THE OWNER WHEN A VALVE IS TO BE OPERATED AND WHEN THE OPERATOR OPERATE THE VALVE IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE. COORDINATE ALL SHUTDOWNS OF MAINS FOR TRENCHING WITH OWNER 72 HOURS PRIOR TO WORK BEING COMPLETED. THE CONTRACTOR SHALL INSPECT THE MATERIALS FOR DEFECTS AT THE TIME THEY ARE UNLOADED, AND ANY MATERIALS FOUND DEFECTIVE SHALL BE REMOVED FROM THE SITE. ALL WATER WORKS MATERIAL OR SUPPLY OF WHATEVER NATURE REMOVED BY THE CONTRACTOR IN THE COURSE OF THE WORK SHALL REMAIN THE PROPERTY OF THE OWNER. SALVAGED MATERIALS SHALL BE DELIVERED TO AND UNLOADED AT THE CITY PUBLIC WORKS DEPARTMENT BY THE CONTRACTOR UNDER OBSERVATION OF AND AT THE DIRECTION OF THE QUALITY CONTROL TEAM. ITEMS TOO HEAVY TO BE MOVED MANUALLY WILL BE MOVED BY EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS, UNITS, THEY HAVE BEEN TURNED IN TO THE OWNER AND UNTIL A RECEIPT FOR THEM HAS BEEN ISSUED BY THE OWNER.

18. NO T.E.N. SHALL BE MADE TO THE EXISTING UTILITY SYSTEM UNTIL ALL TEST RESULTS HAVE BEEN PROVIDED TO THE CITY AND ARE VIEWED.

19. PRIOR TO TESTING, ANY CONNECTION TO THE CITY'S WATER SUPPLY SHALL BE THROUGH AN APPROVED AND TESTED BACKFLOW DEVICE.

20. PLUG EXISTING SEWER BEFORE INSTALLING ANY NEW SEWER MAIN.

21. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PROTECT EXISTING SANITARY SEWER LATERALS AND WATER SERVICES SHOWN IN PLANS. ANY REPAIRS TO BE MADE AT CONTRACTORS EXPENSE.

22. PROVIDE BLUE PAINTED "Y" ETCHED IN CURB TO IDENTIFY VALVES. PROVIDE BLUE PAINTED "X" ETCHED IN CURB TO IDENTIFY METER BOXES.

23. NEW WATER MAINS TO BE PVC (SD-4) OR DUCTILE IRON UNLESS OTHERWISE SHOWN IN PLANS AND APPROVED BY PUBLIC WORKS OR ENGINEERING. HYDROSTATIC TESTING WILL BE PERFORMED UNDER THE SUPERVISION OF THE CITY INSPECTOR, PER STANDARD SPECIFICATION 02515 AT 200 PSI FOR 4 HOURS.

24. CONTRACTORS SHOULD USE HTH FOR DISINFECTION OF WATER LINES (NOT CHLORINE INJECTION) UNLESS APPROVED OTHERWISE PRIOR TO ISSUANCE OF PERMIT.

25. NEW WATERLINES SHALL BE TIED INTO EXISTING WATER SYSTEM UNDER THE SUPERVISION OF CITY PERSONNEL NO LATER THAN 14 DAYS AFTER PASSING BACTERIOLOGICAL TESTS.

26. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT NO OVERFLOWS OR SPILLAGE OF SEWER OCCURS. SHOULD THIS OCCUR, THE CONTRACTOR SHALL:

- A. IDENTIFY THE SOURCE OF THE SPILL AND ATTEMPT TO ELIMINATE ANY ADDITIONAL SPILLAGE.
- B. NOTIFY THE CITY OF SCHERTZ PUBLIC WORKS.
- C. CONTAIN THE SPILL IN PLACE AND AVOID CONTAMINATION OF STREAMS, DITCHES.
- D. DISINFECT THE AREA OF THE SPILL WITH A MIXTURE OF HYD CHLORINE AND WATER.
- E. ALL WORK SHALL BE DONE ACCORDING TO GUIDELINES SET BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE CITY OF SCHERTZ.

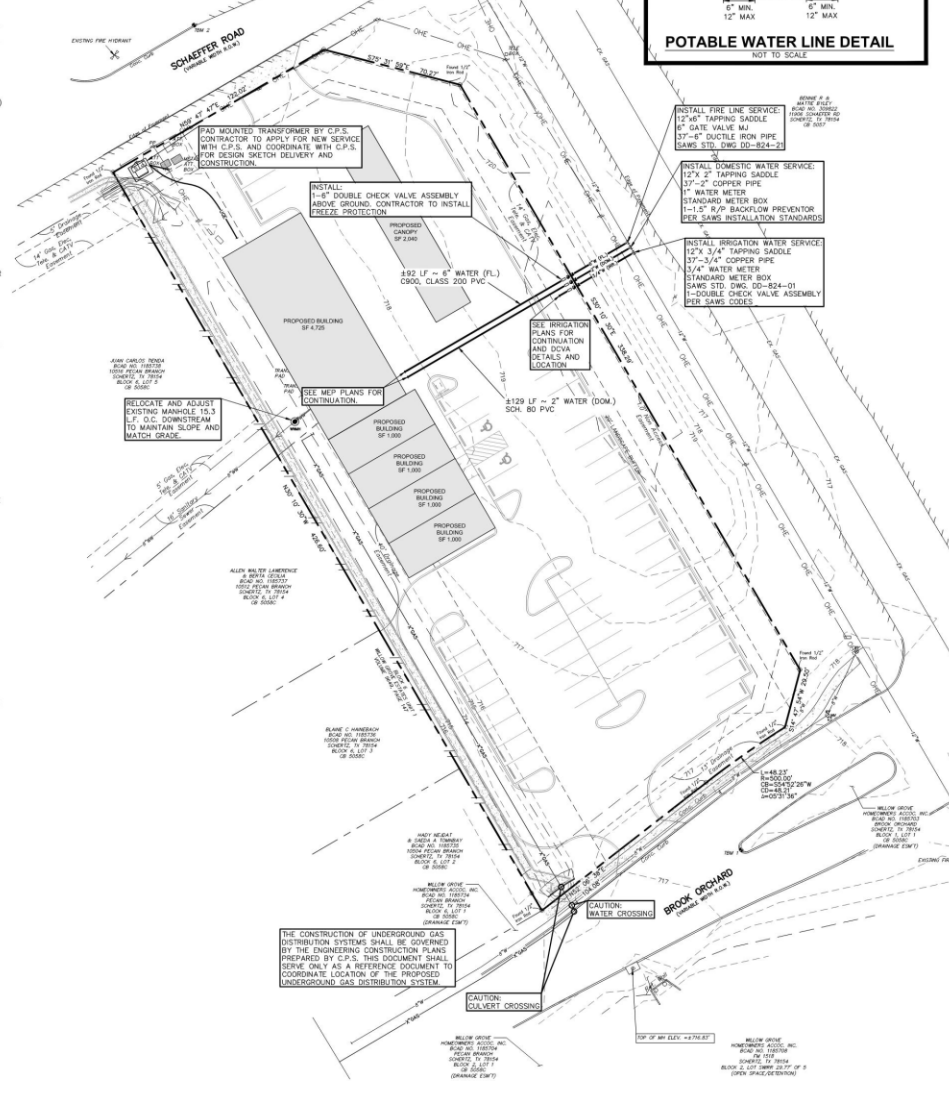
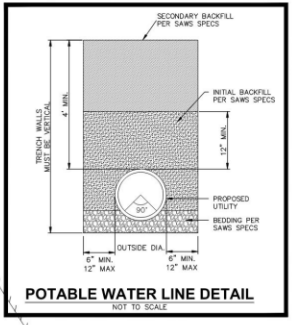
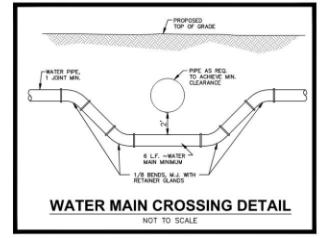
27. CONTRACTOR TO PROVIDE NOTICE TO RESIDENTS OF SHUTDOWNS OF MAIN. CONTRACTOR TO NOTIFY RESIDENTS OF WORK WITHIN THEIR PROPERTY AND OF THE RELOCATION OF METERS. ANY COMPLAINTS BY RESIDENTS ARE TO BE PASSED IMMEDIATELY TO THE CITY INSPECTOR OR TO THE MAIN PUBLIC WORKS OFFICE. TAKE APPROPRIATE MEASURES TO PROTECT EXISTING SANITARY SEWER LATERALS SHOWN IN PLANS. ANY REPAIRS TO BE MADE AT CONTRACTORS EXPENSE.

28. ABANDONED CUSTOMER LINES SHALL BE CAPPED OR PLUGGED AT THE PROPERTY LINE.

29. ASBESTOS PIPE REMOVAL AND DISPOSAL IS THE CONTRACTORS RESPONSIBILITY.

TRENCH EXCAVATION SAFETY PROTECTION
CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/ENGINEERING CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES. THE CONTRACTOR SHALL PROVIDE FOR APPROPRIATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLES WITH ALL A MINIMUM OSHA STANDARDS FOR TRENCH EXCAVATION. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SHEET PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH, EXCAVATION, AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH, EXCAVATION,

BENCHMARKS
TBM #1: MAGNOL IN CURB OF MEDIAN ADJACENT FROM SE PROPERTY LINE. ELEV. = 718.1' N=13,742,067.04; E=2,206,422.94
TBM #2: MAGNOL IN CURB ACROSS THE STREET FROM NW PROPERTY LINE. ELEV. = 717.49' N=13,742,479.24; E=2,206,149.68



GENERAL WATER NOTES:
(TECHNICAL SPECIFICATION SECTION 0732) (UPDATED 2/20/18)

1. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS PROJECT SHALL BE APPROVED BY THE CITY OF SCHERTZ AND COMPLY WITH THE FOLLOWING AS APPLICABLE:
 - a. CURRENT CITY OF SCHERTZ "PUBLIC DEVELOPMENT CODE"
 - b. CURRENT CITY OF SCHERTZ "PUBLIC WORKS SPECIFICATION"
 - c. CURRENT TDDT "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS, AND DRIVEWAYS"
2. THE CONTRACTOR SHALL NOT PROCEED WITH ANY PIPE INSTALLATION WORK UNTIL THEY HAVE NOTIFIED CITY OF SCHERTZ PUBLIC WORKS WITH AT LEAST 3 WORKING DAYS IN ADVANCE. ANY T.E.N. SHALL BE COORDINATED BY THE CONTRACTOR WITH PUBLIC WORKS.
3. THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES, INCLUDING SERVICE LATERALS AND DRAINAGE STRUCTURES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND DEPTHS OF UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION UNLESS OTHER PLANS OR NOT, AND TO PROTECT THE SAME DURING CONSTRUCTION.

4. CITY OF SCHERTZ PUBLIC WORKS:
 - a. TEXAS STATE WIDE ONE CALL 1-800-245-4545
 - b. CITY PUBLIC SERVICE 800-545-6000
 - c. SPECTRUM 366-874-2389
 - d. CUMPLAND VALLEY ELECTRIC CO. 210-663-5133
 - e. GREEN VALLEY WATER SUPPLY CORP. 830-914-2330
 - f. S.O.C. 830-401-2409
 - g. NEW BRAUNFELS UTILITY 830-829-8400
 - h. CANON LAKE REGIONAL WATER AUTHORITY 830-606-2074
 - i. CENTER POINT 866-345-7576
 - j. SAN ANTONIO RIVER AUTHORITY 866-345-7272
 - k. COCA 210-658-6241
4. NO METER BOXES TO BE SET IN DRIVEWAYS. ANY METER BOXES SET IN DRIVEWAYS WILL BE RELOCATED AT THE CONTRACTORS AND / OR DEVELOPER'S EXPENSE.

5. 2" SCHEDULE 40, PVE CASING TO BE USED FOR ALL WATER SERVICE LINES BENEATH ROADWAYS.
6. CONTRACTORS SHOULD USE HTH GRANULAR FOR DISINFECTION OF WATER LINES (NOT CHLORINE INJECTION).
7. NEW WATERLINES SHALL BE TIED INTO EXISTING WATER SYSTEM UNDER THE SUPERVISION OF CITY PERSONNEL NO LATER THAN 14 DAYS AFTER PASSING BACTERIOLOGICAL TESTS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION FROM DAMAGE DUE TO EXISTING FENCES, CURBS, STREETS, DRIVEWAYS, LANDSCAPING AND STRUCTURES PER SPECIFICATION 0740.

9. THE CONTRACTOR SHALL ALLOW CUTTING ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATING NEAR EXISTING TREES. THE EXCAVATION IN VICINITY OF TREES SHALL PROCEED WITH CAUTION. THE CONTRACTOR SHALL CONTACT THE CITY ARBORIST AND THE CITY OF SCHERTZ CONSTRUCTION INSPECTOR FOR GUIDANCE.
10. NO EXTRA PAYMENT SHALL BE ALLOWED FOR WORK CALLED FOR ON THE PLANS BUT NOT INCLUDED ON THE BID SCHEDULE. THIS INCIDENTAL WORK WILL BE REQUIRED AND SHALL BE INCLUDED UNDER THE PAY ITEM TO WHICH IT RELATES.

11. THE DEVELOPER DEDICATES THE WATERMARKS UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE CITY OF SCHERTZ. THE CITY OF SCHERTZ WILL OWN AND MAINTAIN SANI WATER MAINS WHICH ARE LOCATED WITHIN THIS PARTICULAR SUBSYSTEM (AS APPLICABLE).
12. THE CONTRACTOR AND/OR THE CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/ENGINEERING CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES) WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES. THE CONTRACTOR'S IMPLEMENTATION OF THE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL FOLLOW, FOR AS-STATE, TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLES WITH ALL A MINIMUM OSHA STANDARDS FOR TRENCH EXCAVATION. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATIONS.

13. WORK COMPLETED BY THE CONTRACTOR WHICH HAS NOT RECEIVED A WORK ORDER OR THE NOTICE TO PROCEED WITH THE CITY OF SCHERTZ CONSTRUCTION INSPECTOR WILL BE SUBJECT TO REMOVAL AND REPLACEMENT BY AND AT THE EXPENSE OF THE CONTRACTOR.
14. THE CONTRACTOR WILL KEEP THE AREA ON TOP OF AND AROUND THE METER BOX FREE OF ALL OBJECTS AND DEBRIS.

LEGEND

EXISTING	PROPOSED	DESCRIPTION
---	---	SCHERTZ (R.O.W.) LINE / ADJACENT PROPERTY BENCHMARK
---	---	RECORD INFORMATION BENCHMARK
---	---	LIGHT POLE
---	---	POWER POLE
---	---	DOWN GUY
---	---	TRANSFORMER (SIZE VARIES)
---	---	PRE-HYDRANT
---	---	WATER VALVE
---	---	WATER METER VAULT
---	---	WATER METER
---	---	TELEPHONE RISER
---	---	CABLE TV RISER
---	---	ELECTRIC BOX
---	---	ELECTRIC METER
---	---	GAS VALVE
---	---	GAS METER
---	---	TRAFFIC CONTROL BOX
---	---	TRAFFIC SIGNAL POST
---	---	UNDERGROUND GAS LINE MARKER
---	---	GREASE TRAP (SIZE VARIES)
---	---	STORMWATER LINE
---	---	WATER LINE
---	---	PIPE LINE
---	---	WASTEWATER LINE
---	---	SAS LINE
---	---	SCHERTZ ELECTRIC (PRIMARY)
---	---	UNDERGROUND ELECTRIC (PRIMARY)
---	---	UNDERGROUND ELECTRIC (SECONDARY)
---	---	UNDERGROUND TELEPHONE
---	---	ELECTRIC MANHOLE (SIZE VARIES)
---	---	WASTEWATER MANHOLE (SIZE VARIES)
---	---	STORMWATER MANHOLE (SIZE VARIES)
---	---	PRE-DEPARTMENT CONNECTION
---	---	WASTEWATER CLEANOUT
---	---	CURB
---	---	HEADER CURB
---	---	BARNDOOR CURB
---	---	RETAINING WALL
---	---	CHAINLINK FENCE
---	---	CONCRETE SIDEWALK
---	---	CORNER
---	---	DIRECTION OF FLOW
---	---	SPOT ELEVATION/TOP OF CURB
---	---	SPOT ELEVATION
---	---	SHALE
---	---	CONCRETE PAVEMENT
---	---	ASPHALT PAVEMENT

LEGAL DESCRIPTION

UP [L] 1/16/18 BLOCK 101-18-18012 UNIVERSITY OAKS BUSINESS PARK REDDED IN VOLUME 9596, PAGE 48 IN THE DEED AND PLAT RECORDS OF DEAR COUNTY, TEXAS.

ADDRESS
1801 SCHAEFFER RD, SCHERTZ, TX 78154

PLAT NO.
UP [L] 1/16/18 PLAT NO. 18-000000-08 IF THESE PLATS PRIOR TO COCA RESUBM PLAT NUMBERS

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

Klove ENGINEERING
Professional Engineering Services
P.O. Box 1040
Schertz, TX 78154
www.kloveengineering.com
(210) 485-5883

DATE

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REVISIONS

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OWNER:
TEG SCHERTZ VENTURE, LLC
7801 N LAMAR STE. B168
AUSTIN, TX 78752

SCHAEFFER RD STRIP CENTER
XXXX SCHAEFFER RD
SCHERTZ, TEXAS 78154

UTILITY PLAN

Prepared by: _____
Checked by: CT
Date: 11/20/20
Scale: 11/20/20
Sheet No: 11/20/21
Sheet No: C4.0



Comp Plan Conformance



 Mixed Use Neighborhood

- The Mixed-Use Neighborhood land use designation is intended to incorporate a variety of housing types with limited commercial in the manner of traditional neighborhood design.
- The proposed strip center with gas pumps fits the limited commercial land use desired in Mixed Use Neighborhood designated areas, and therefore the proposed Specific Use Permit is generally in conformance with the Comprehensive Land Use Plan, through the South Schertz Sector Plan.

Staff Analysis - Section 21.5.11.D

1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Land Plan?

Yes-

Mixed Use Neighborhood incorporates a variety of housing types with limited commercial in the manner of traditional neighborhood design. The commercial provision within the Mixed-Use Neighborhood designation is consistent with the proposed SUP.

Staff Analysis - Section 21.5.11.D

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations?

Yes-

- General Business District (GB) is intended to provide suitable areas for the development of non-residential uses which offer a wide variety of retail and service establishments that are generally oriented toward serving the overall needs of the entire community.
- The proposed strip center with gas pumps would meet the intent of the zoning district

Staff Analysis - Section 21.5.11.D

3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as safety, traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods?

Yes-

- **Given the adjacent commercial development, neighboring commercial zoning districts, and the property abutting FM 1518 a principal arterial; the proposed use is compatible.**

Staff Analysis - Section 21.5.11.D

4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood?

Yes-

- The proposed development will have two points of access on two separate roads, Schaefer Road and Brook Orchard. This combined with no proposed access to FM 1518 will minimize the hazardous effect of traffic.
- Engineering will review a more detailed traffic impact analysis at the time of the site plan process.

Staff Analysis - Section 21.5.11.D

5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets?

Yes-

- 2 points of access will be from Schaefer Road and Brook Orchard, mitigating the traffic onto each.

Staff Analysis - Section 21.5.11.D

6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed use on adjacent properties?

Yes-

- **The proposed development will have to meet all site requirements in Article 9 including the screening and buffering that will be required to the neighboring residential properties to the west.**
- **Article 9 is in place to ensure adverse effects are minimized and mitigated.**

Staff Analysis - Section 21.5.11.D

7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood?

Yes-

- **The proposed development will have to meet all dimensional and design requirement of the General Business District as stipulated in UDC Section 21.5.7.**
- **No variations to the requirements have been requested.**

Staff Analysis - Section 21.5.11.D

8. The proposed [use] promotes the health, safety or general welfare of the City and the safe, orderly, efficient and healthful development of the City?

Yes-

- As part of promoting health, safety and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts.
- Given the existing General Business zoning of the subject property and adjacent properties, the proposed development would act as a buffer for the residential portions of the Willow Grove Subdivision from FM 1518, a major thoroughfare.

Staff Analysis - Section 21.5.11.D

9. No application made under these provisions will receive final approval until all back taxes owed to the City have been paid in full?

- To the best of staff's knowledge, no back taxes are owed
- This does not impact consideration by P&Z.

Staff Analysis - Section 21.5.11.D

10. Other criteria which, at the discretion of the Planning and Zoning Commission and City Council are deemed relevant and important in the consideration of the Specific Use Permit?

- **Planning and Zoning Commission's discretion.**



Staff Recommendation

- **Satisfies Criteria of Approval for UDC Section 21.5.11.D**
- **On November 15, 2023, The Planning and Zoning Commission approved the SUP with a 4-2 vote on the condition the conceptual site plan be adhered to.**
- **Engineering, Planning, Fire, and Public Works, have reviewed the application with no objection. Therefore, staff recommends approval of Ord. 23-S-34 as presented with conditions.**
 - 1. A building permit is approved within two years of the adoption of the SUP Ordinance.

COMMENTS & QUESTIONS

CITY COUNCIL MEMORANDUM

City Council Meeting: December 19, 2023

Department: Engineering

Subject: Monthly Update - Major Projects In Progress/CIP (B.James/K.Woodlee)

Attachments

December 2023 CIP Update

CITY COUNCIL MEMORANDUM

City Council Meeting: December 19, 2023
Department: City Manager
Subject: Update on Major Projects in Progress

Background

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

Facilities Projects:

1. Borgfeld Facility Renovation Project

- Project Status: Scope development phase - Demo of existing drywall, insulation, HVAC system and water heater.
- Projected Completion: Unknown.
- Project Update: No change from last update. Project is on hold at this time. Project consists of renovating approximately 1600 SF of office space. This will be primarily done in house by the Facilities Team. Holes in metal siding and roofing have been sealed to keep out wildlife. New door has been installed leading to old kennel area to keep out wildlife.

2. Building 10 Parks Renovation

- Project Status: Design phase
- Projected Completion: Unknown
- Estimated Cost: \$250,000
- Project Update: No change from last update. M&S Engineering is working on the additional scope of work to include the bay area of the building. City staff is currently reviewing the scope of work provided by M&S. Next step is finding a contractor and funding.

3. Kramer House Deck Replacement

- Project Status: Partially complete.
- Previously Projected Completion: Fall 2022
- Estimated Cost: Estimated \$85,000 - \$100,000
- Project Update: Staff is working to finalize bids for the walkway construction and will begin seeking bids for the landscape work next month. Starting landscaping will be dependent on completing the walkway. Final project completion is estimated to be end of March 2024.

4. Fleet Building Parking Lot

- Project Status: Permit phase
- Consultant: M&S Engineering/Unintech Consulting Engineers, Inc.
- Contractor: To Be Determined
- Project Completion: 2024
- Project Update: Unintech Consulting Engineers, Inc., is preparing the replat of the property in preparation for site planning, design, and construction of a paved parking and storage space at 27 Commercial Place.

Drainage Projects:

1. FM 78 South Channel Silt Removal

- Project Status: Easement Acquisition and Construction
- Design Engineer: Unintech Consulting Engineers, Inc.
- Project Start: September 2022
- Project Cost: \$32,100 (Design) + \$4,600 Drainage Report
- Construction Costs: \$172,587.31 base bid, \$268,545.00 alternate in lieu
- Project Update: No Change - Efforts to secure the necessary access easements are still ongoing.

Water and Wastewater Projects:

1. Woman Hollering Creek Wastewater Interceptor Main and Lift Station

- Project Status: Construction
- Construction Contractor: Thalle Construction Co., Inc.
- Construction Management: AG|CM
- Design Engineer: Cobb, Fendley & Associates, Inc.
- Construction Start: January 2022
- Estimated Cost of Construction (including construction and ancillary contracts): \$12 million
- Project Update: Installation and testing of the 14-inch forcemain and 30-inch and 18-inch gravity pipe and manholes is complete. The lift station wet well and storage well structures are complete. Construction and installation of electrical equipment slabs and conduit at the lift station is close to completion. CPS continues to work to bring power to the site along the IH 10 frontage road. Lift station startup activities are expected this month. Wastewater flow is expected to be sent to the CCMA south plant in January 2024.

2. 24" Dedicated Transmission Main Design Phase II

Overall project intent is the construction of a 24" dedicated water transmission main to connect the Live Oak water storage facility to the IH 35 storage tank. Phase 1 (route study) was completed in March 2021. Phase 2 (construction design) is nearing completion.

- Project Status: Design Phase – moving into Easement Acquisition Phase
- Consultant: Kimley-Horn & Associates
- Design Project Start Date: June 1, 2021
- Phase 2 Project Completion Date: Summer 2023
- Project Cost (Phase 2 Design): \$1,508,875.50 (Easement Acquisition): \$900,000
- Project Update: No change from last update. The project is on a hold while staff works on other projects. Following is the most recent update from where the project will be resumed when adequate time is available.
 - Pre-100% design plans are complete. Plans will be reviewed and updates made as necessary once project construction phase nears. Easement acquisition was authorized by Council and initiated. Land acquisition agents reached out to property owners for easement related to temporary (construction) and permanent easements. Several property owners agreed to the initial offer letters. Meetings have been held with HOA representatives (Greenshire and Arroyo Verde) to discuss the needed easements and impacts to the property. Staff will work with the design team to make modifications to the specific alignment through HOA greenbelts based on feedback from those communities.

3. Riata Lift Station Relocation (Design Phase)

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

- Project Status: Design and Property Acquisition
- Consultant: Utility Engineering Group, PLLC (UEG)
- Design Project Start Date: August 2020
- Expected Design Project Completion Date: 2023
- Total Project Cost (Design Phase): \$129,795 (NTE \$143,000)
- Estimated Construction Cost: \$2,388,705
- Estimated Property Acquisition: \$300,000
- Project Update: The permanent and temporary construction easements are being executed by the landowner and the City. The purchase agreement for acquisition of the lift station site is being processed through the title company for title policy and the remaining closing documents.

4. FM 1518 Utility Relocations

Overall project intent is to relocate the water and sewer utilities to avoid conflicts as part of the TxDOT FM 1518 Project. The current contract is for the design services of the project.

- Project Status: Design/Bid
- Consultant: Halff Associates
- Design Project Start Date: June 2021
- Design Project Completion Date: Spring 2023
- Total Project Cost (Design Only): \$548,370 (NTE \$600,000)

- Project Update: TxDOT has let their roadway project which includes the joint bid utility relocations for the City. Pricing was under budget and TxDOT is working on signing the contract. Halff is compiling the contract documents to beginning bidding the non-joint bid work in January 2024.

5. Corbett Ground Storage Tank

Overall project intent is to construct a new 3-million-gallon ground storage tank on Ray Corbett Drive. The ground storage tank (GST) will be used to fill the Corbett Elevated Storage Tank, the East Live Oak Elevated Storage Tank, and have additional water storage capacity.

- Project Status: Construction Phase
- Consultant: Unintech Consulting Engineers
- Construction Start Date: Original date January 7, 2023 (approx.). Project was delayed due to federal regulation uncertainty related to grant funding requirements – see update below.
- Expected Project Completion Date: 550 calendar days after construction begins
- Total Design Cost: Design \$466,265.00
- Total Construction Cost: \$7,028,017.00
- Project Update: In November 2023, Staff was notified that the requested waivers from American Iron and Steel (AIS) provisions and the Buy American, Build American (BABA) Act were granted. The EPA has no comments on the application for categorical exemption for the project (related to the grant funding). Staff continues to consult with EPA staff and the project engineer (Unintech) to address outstanding items needing completion prior to final award of the grant. While that is taking place, construction will begin in the field. Cost increases due to the delays have been incurred, but at this time anticipated changes are still expected to be within the not-to-exceed amount of funding approved by Council.

6. FM 2252 Utility Relocations

Overall project intent is to relocate the water utilities to avoid conflicts as part of the TxDOT FM 2252 Project. The current contract is for the design services of the project.

- Project Status: Construction
- Consultant: Unintech Consulting Engineers
- Design Project Start Date: May 2022
- Construction Substantial Completion Date: September 2024
- Total Design Cost: \$19,617.50
- Total Construction Cost: \$247,053.50 (NTE \$275,000)
- Project Update: No-Change - Utilities have been relocated by CC Carlton and the City has conducted a final walk through. Close-out documents including the warranty bond are being assembled to complete the project.

7. Water Loop Lines

Overall project intent is to install 12” water lines to provide a looped distribution system from Ware Seguin to Lower Seguin and Pfeil Road to N Graytown Road

- Project Status: Design
- Consultant: Unintech Consulting Engineers
- Design Start Date: July 2022
- Total Design Cost: \$ 186,973.00 (NTE \$200,000.00)

- o Estimated Construction Cost: \$ 4,400,000.00
- o Project Update: No-Change - 60% plan set comments have been sent back to consultant to incorporate into 90% design. Right of Entry and easement acquisition efforts are ongoing.

8. IH 35 NEX-North Utility Relocations

Overall project intent is to relocate water and sewer utilities to avoid conflicts as part of the TxDOT IH 35 NEX-North Project. The current contract is for the design and easement acquisition services of the project.

- o Project Status: Design
- o Consultant: Halff Associates
- o Design Project Start Date: October 2023
- o Expected Design Project Completion Date: Summer 2024
- o Total Project Cost Design and Easement Acquisition Services: NTE \$1,250,000
- o Project Update: Halff began the utility relocation design and has submitted 60% plans to TxDOT for review.

Street Projects:

2. Main Street Improvements Project

The project will improve sidewalks, provide street lighting, way-finding signage, landscaping, utility relocations, and architectural elements such as decorative concrete, decorative lighting, screening, and area signage. The project will also replace aging water and sanitary sewer mains and reconstruct the street with a new, stronger pavement section. Additionally, Lindbergh between Main and Exchange will be reconstructed.

- o Project Status: Design
- o Consultant: Kimley-Horn Associates
- o Project Update: Consultant is coordinating with utility companies to refine the conflicts and gather information about future utility relocations. GVEC is re-checking relocation plans and updating costs.

3. Schertz Parkway/Lookout Road Signalization

The project will install new traffic signal at the Lookout Road/Schertz Parkway intersection. EDC and the City of Selma are providing funding for the new traffic signal.

- o Project Status: Design
- o Consultant: Halff Associates
- o Current Estimated Construction Cost: \$300,000 (\$100,000 of which will come from Selma)
- o Project Status: Nothing new to report.

4. Lookout Road Reconstruction

This is an EDC funded project to replace and upsize the sanitary sewer main and reconstruct Lookout Road from Doerr Lane to Schertz Parkway.

- o Project Status: Design
- o Consultant: Halff Associates
- o Current Estimated Construction Cost: \$6 million

- Project Update: Staff are reviewing the 90% project plans. Redlined plans will be provided to the consultant this week. Staff is working on securing right-of-entry from property owners to finalize plans for widening at the intersections of Schertz Parkway and Doerr Lane. Consultant is continuing to coordinate with other utilities to address all known conflicts in the project area. Staff provided a project update briefing to the EDC Board last week.

5. 2023 SPAM Resurfacing

Apply slurry seal to the surface of some streets in the Ashley Place subdivision and Beck Street.

- Project Status: Construction
- Construction Cost: \$196,616.25
- Project Update: Project has been completed.

6. 2023 Trainer Hale Repairs

Perform base repairs at select location on Trainer Hale between FM 1518 and Weir Road.

- Project Status: Construction
- Construction Cost: \$127,844.40
- Project Update: Project has been completed

7. 2023 Windy Meadows Overlay

Mill existing asphalt surface off the street; proof roll base material; add new, thicker layer of asphalt to the street surface.

- Project Status: Construction
- Construction Cost: \$312,308.00
- Project Update: The project has been completed.

• Lower Seguin Road Reconstruction

Develop preliminary plans and secure environmental clearance for reconstructing and widening Lower Seguin Road to the section identified in the Master Thoroughfare Plan. The results of this project will be used to acquire needed right-of-way; develop final construction plans; and secure federal funding to assist with construction costs.

- Project Status: Design
- Consultant: Halff Associates
- Project Update: The consultant has started work on the project. They are preparing and sending right of entry forms to property owners for surveying work. The consultant is also researching potential funding options for the proposed project to help develop a schedule for applying for funding and potential construction.

• 2024 SPAM Resurfacing and Rehabilitation

Perform prep work (base repairs, crack sealing, level up, etc.) and apply slurry seal to the surface of various streets in the City. For other various City streets, remove the existing asphalt surface; cement stabilize base material; apply new layer of asphalt on street surface. PCI data was used to select the streets in the project.

- Project Status: Design
- Consultant: Kimley-Horn and Associates

- Project Update: The consultant has started the field evaluation of all the streets in the project to identify and quantify all the prep work (base repairs, level ups, curb replacements, etc.). This field work represents the bulk of the design effort for the project and will take the longest to complete. Consultant plans to have the design complete so the project can be bid in early 2024.

Parks & Recreation Projects:

1. Wendy Swan Memorial Park Splashpad

- Project Status: Under Construction
- Construction Start Date: September 29, 2022
- Construction Contractor: T.F. Harper & Associates
- Estimated Project Completion: January 2024
- Project Cost: \$297,350.09
- Project Status: Splash pad construction is complete and was operational this summer. Problems persist with the UV system and the contractor is working in the off-season to resolve the issues. They are also coming back to repair the painted surface. The restroom plumbing is complete, and all fixtures have been installed, including partitions and new doors. The electrical finish work is set to be complete by the end of December.

2. Schertz Soccer Complex Irrigation Water Storage Project

- Project Status: Phase II pending schedule
- Construction Start Date: October 2022
- Construction Management: City staff
- Construction Contractor: various subcontractors
- Estimated Project Completion: March 2024
- Project Estimated Cost: \$107,036.90
- Project Status: Phase III is replacing the well pump and piping and bids have been received but because of delays staff is currently revising bids to begin Phase III.

TxDOT Roadway Projects:

- 1. FM 1103 Improvement Project:** Construction officially began in November 2022, and was originally expected to be complete in fall 2026. Some progress is being made on the roadway while utility relocation continues. General project updates are available by signing up at this link: [FM 1103 Construction Newsletter](#)
- 2. FM 1518 Improvement Project:** The project was bid by TxDOT and the low Bidder has been identified as SER Construction, LLC. Staff is awaiting an updated schedule for actual construction of the roadway project.
- 3. IH-35 NEX (I-410 South to FM 1103):** The central segment of the I-35 Northeast Expansion project continues with Alamo NEX Construction handling the design-build project. The central section runs from 410 N to FM 3009.

Utility coordination work for the northern segment of the project is also underway. TxDOT consultants have met with Public Works and Engineering Staff to begin establishing relocation needs. The City will be reimbursed for costs of all needed relocations except for any upsizing or

improvements above current conditions. Updates about the project can be obtained by signing up at the following link: [I 35 NEX Project Updates](#)

4. **IH-10 Graytown Road to Guadalupe County Line:** Work for the widening of the main lanes and utility relocations continues. Work on the FM 1518 bridge over IH 10 continues and will involve numerous episodes of the rerouting of traffic including shifting lanes and detours as necessary. Updates regarding the IH 10 project are available by signing up at the following link: [IH 10 Expansion Information](#)

Note: If links do not work, please contact engineering@schertz.com.

Studies and Plans:

1. Water and Wastewater Master Plan Update and Impact Fee Study

- Project Status: Study
- Consultant: Lockwood, Andrews, and Newnam, Inc.
- Project Start Date: December 2019
- Project Completion Date: TBD 2023/2024
- Total Project Cost: \$500,000
- Project Update: LAN is scheduled to deliver the technical memos and Capital Improvement Plans for water and wastewater in January 2024. Following any comments and revisions after Staff review, the consultant will begin the impact fee calculation phase of the project. Statutorily required meetings and hearings regarding the adoption of updated impact fees is expected to begin in the early part of 2024.

1. Stormwater Control Inventory and City Operations Assessment

The work of this project is an action included in the City's Stormwater Management Plan (Plan). The Plan is the blueprint of activities needed to comply with the City's Texas Commission on Environmental Quality (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) General Permit required by virtue of the City's classification as Municipal Separate Storm Sewer System (MS4).

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

- Project Status: Study
- Consultant: Utility Engineering Group, PLLC
- Project Start Date: July 2020
- Project Completion Date: Spring 2024
- Total Project Cost: \$35,000
- Project Update: No change from last project update. Consultant and City staff have visited City sites for information collection. Consultant has submitted a final draft from the compiled information and Inventory Assessment is under review by staff.

2. PCI Data Collection Study

Perform pavement condition inspection on all City streets and place inspection data into the City's PAVER software. Help create new GIS map layer for the revised PCI scores for all the city streets.

- Project Status: Nearly fully complete
- Consultant: Fugro, Inc.

- Project Cost: \$123,200
- Project Update: IT is working to resolve issues with the software. Once the software issue is resolved, the final coordination effort with the consultant can be completed.

Planning and Community Development Projects:

1. Comprehensive Land Use Plan Update

The Comprehensive Plan update is nearing completion and staff is preparing for presentations to start in early 2024. The interactive map and the online survey have officially closed for public input. The city received 408 survey responses and 74 interactive map comments. The final Comprehensive Plan Advisory Committee (CPAC) meeting is scheduled for January 10, 2024. After the final CPAC meeting, Freese and Nichols will take input from the Committee to put the finishing touches on the document. Once the final document has been received from the consultants, staff will review and begin the adoption process. The updated Comprehensive Plan will be presented to the Planning and Zoning Commission for recommendation, and then to City Council for consideration and adoption.

Information Technologies Projects

1. Master Communications Plan Citywide Network Upgrade

Vendor has completed installation of the radios and switches at Live Oak, Nacogdoches, Scenic Hills, I-35, and Corbett. Cameras are currently being programmed for installation. the IT Department has a few related items to complete. Final completion of those by IT is expected to be around the end of January 2024.