MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
September 17, 2024

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, SEPTEMBER 17, 2024 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 Macaluso)

Discussion and Action Items

1. **Appointment of Mayor Pro-Tem** - Appointing the Mayor Pro-Tem (Mayor/Council)

Presentations

First Responder Art Contest Winner-T-shirt promotion for Breast Cancer Awareness (S.Williams/J.Lowery)

Proclamations

Fire Prevention Week (S.Williams/G.Rodgers/B.Boney) presented by Councilmember Robert Westbrook

National I.T. Professionals Day-September 17, 2024
(S.Williams/D.HardinTrussel/J.Bluebird) presented by Councilmember Allison Heyward

National Finance and Accounting Appreciation Week-September 23-27, 2024
(S.Williams/S.Gonzalez/J.Walters) presented by Councilmember Tim Brown

H.R. Professionals Day-September 26, 2024 (S.Williams/S.Gonzalez/J.Kurz) presented by Councilmember Paul Macaluso

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.

All handouts and/or USB devices must be submitted to the City Secretary no later than noon on the Monday preceding the meeting. Handouts will be provided to each Councilmember prior to the start of the meeting by the City Secretary. All USB devices will be vetted by City IT staff to ensure City property is protected from malware.

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.

2. **Minutes** - Consideration and/or action regarding the approval of the regular meeting minutes of September 3, 2024. (S.Edmondson/S.Courney)

3. **Appointments, Re-appointments, and Resignations-**City of Schertz Boards, Commissions and Committees

Appointments

- Parks- Donald Nolan

Re-appointments

- EDC-Sammi Morrill
- EDC-William Dixon

- Building and Standards-Bruce Johnson
- Building and Standards-Steven Icke

- Parks-Johnie McDow
- Parks-William Bosch
- Parks-Sally Macias
- Parks James "Brad" Snow

Resignations

- Building and Standards-Patricia Cullum
- Parks-James Gavin

4. **Resolution 24-R-104** - Approving the SSLGC Fiscal Year 2024-25 Water Rates. (B.James/L.Busch)

5. **Resolution 24-R-105** – Authorizing the Agreement for Management Services with SSLGC For Fiscal Years 2024-2026. (B.James/L.Busch)

6. **Resolution 24-R-112 –** Authorizing the Temporary Water Supply Contract between Schertz Seguin Local Government Corporation (SSLGC) and Springs Hill Water Supply Corporation (SHWSC). (B.James/L.Busch)

7. **Resolution 24-R-111** - Authorizing the City Manager to enter into an agreement for custodial cleaning service contracts with Ecobrite (B.James/D.Hardin/C.Lonsberry)

8. **Ordinance 24-S-148** - Approving a request to rezone approximately 71 acres of land from Single-Family Residential/ Agricultural District (R-A) and Agricultural District (AD) to approximately 41 acres as Single-Family Residential District (R-2) and approximately 30 acres as Single-Family Residential District (R-6), known as Bexar County Property Identification Number 310022, more specifically known as 12840 Lower Seguin Road, City of Schertz, Bexar County, Texas. ***Final Reading*** (B.James/L.Wood/D.Marquez)

9. **Ordinance 24-T-153** - Authorizing adjustments to the FY 2023-24 Budget. ***Final Reading*** (S.Gonzalez/J.Walters)

10. **Ordinance 24-S-149** - Approving a request to rezone approximately 79 acres of land from Planned Development District (PDD) to Single-Family Residential District (R-1), known as Bexar County Property Identification Number 310060, more specifically known as 8676 Trainer Hale Rd, City of Schertz, Bexar County, Texas. ***Final Reading*** (B.James/L.Wood/D.Marquez)

11. **Resolution 24-R-122** - Authorizing the EMS, Utility Billing, Schertz Magazine, and Library debt revenue adjustments. (S.Gonzalez/J.Walters)

12. **Resolution 24-R-121** - Authorizing an amendment to existing Interlocal Agreement with Texas Department of Transportation (TxDOT) and Travis County for Opticom Traffic Pre-emption Services. This agreement has been previously approved by council but upon further review by TXDOT, the language referenced was not the county of impact in their option and we were asked to change the language. (S.Williams/G.Rodgers)

13. **Resolution 24-R-115** - Authorizing the City Manager to enter into an agreement with Hansco, Inc. to demolish City buildings (B.James/D.Hardin)

14. **Resolution 24-R-110** - Authorizing the City Manager to enter into an agreement for on-call electrical service contracts with Gerard Electric and Diamondback Electric Services (B.James/D.Hardin/C.Lonsberry)

15. **Resolution 24-R-118** - Authorizing an amendment to the Wastewater CCN Transfer Agreement between the City of Schertz and Green Valley Special Utility District. (S.Williams/B.James)

16. **Resolution 24-R-123** - Authorizing roadway capital recovery offset agreements with C5LC at Interstate 10, LLC and Meritage Homes of Texas, LLC. (S.Williams/B.James)

17. **Resolution 24-R-109** - Authorizing the City Manager to enter into an On-Call Concrete Service with AR6 Construction & Engineering and C3 Environmental Specialties. (B.James/L.Busch)

Discussion and Action Items

18. **Ordinance 24-S-146** - Approving a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) and General Business District (GB) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas. ***Final Reading*** (B.James/L.Wood/S.Haas)

19. **Resolution 24-R-125 -** Nominating candidates for the Bexar County Appraisal Board of Directors to be appointed for the 2025 term. (Mayor/S.Edmondson)

20. **Resolution 24-R-126** - Nominating candidates for the Comal County Appraisal Board of Directors to be appointed for the 2025 term. (Mayor/S.Edmondson)

21. **Resolution 24-R-124** - Nominating candidates for the Guadalupe County Appraisal Board of Directors to be appointed for the 2025 term. (Mayor/S.Edmondson)

Public Hearings

22. **Ordinance 24-S-147** – Conduct a public hearing and consider a request for a Specific Use Permit to allow for a Convenience Store with Gas Pumps in General Business District (GB), on approximately 1.61 acres of land, located at the intersection of Schaefer Road and FM 1518, also known as 11786 Schaefer Road, Bexar County Property Identification Number 1396038, City of Schertz, Bexar County, Texas. ***First Reading*** (B.James/L.Wood/S.Haas)

Workshop

23. Workshop to discuss the Church of the Good Shepherd and their celebration mass. (Mayor)

24. Workshop regarding the authority of Schertz to annex near JBSA Randolph. (B.James/L.Wood/E.Delgado)

25. Workshop on Impervious Coverage Standards for Single Family Residential Districts (B.James/S.Haas)

26. Workshop regarding the July 2024 Financial Update Presentation (S.Gonzalez/J.Walters)

Closed Session

27. The City Council will meet in closed session in accordance with Section 551.072, Texas Government Code deliberation regarding the purchase, exchange, lease, or value of Real Property.

Reconvene into Regular Session

28. Take any action based on discussion held in Closed Session under Agenda Item #27 .

Information available in City Council Packets - NO DISCUSSION TO OCCUR

Requests and Announcements

- Requests by Mayor and Councilmembers for updates or information from Staff
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda
- City and Community Events attended and to be attended (Council)

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 13th DAY OF SEPTEMBER 2024 AT 6:45 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

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 _____, 2024.
TITLE: _____

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

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

Closed Sessions Authorized: This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Closed Session portion of the agenda constitutes a written interpretation of Texas

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

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

Mayor Gutierrez Member Audit Committee Investment Advisory Committee Main Street Committee Liaison Board of Adjustments Senior Center Advisory Board-Alternate	**Councilmember Davis– Place 1** Member Interview Committee Main Street Committee - Chair TIRZ II Board Liaison Parks & Recreation Advisory Board Schertz Housing Authority Board Transportation Safety Advisory Board
Councilmember Watson-Place 2 Member Audit Committee Liaison Library Advisory Board Senior Center Advisory Board Cibolo Valley Local Government Corporation-Ex-Officio	**Councilmember Macaluso – Place 3** Member Interview Committee Hal Baldwin Scholarship Committee Liaison TIRZ II Board Animal Services Advisory Committee
Councilmember – Place 4	**Councilmember Westbrook – Place 5** Liaison Schertz-Seguin Local Government Corporation (SSLGC) Planning and Zoning Commission Schertz Historical Preservation Society Cibolo Valley Local Government Corporation (CVLGC)-Alternate
Councilmember Heyward – Place 6 Member Animal Services Advisory Committee Audit Committee Interview Committee-Chair Investment Advisory Committee Main Street Committee	**Councilmember Brown – Place 7** Member Main Street Committee Schertz-Seguin Local Government Corporation (SSLGC) Liaison Economic Development Corporation

Liaison Building and Standards Commission Economic Development Corporation - Alternate Senior Center Advisory Board	

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**City Secretary**
Subject:	**Appointment of Mayor Pro-Tem - Appointing the Mayor Pro-Tem (Mayor/Council)**

BACKGROUND

On August 28, 2018, City Council amended their Rules of Conduct and Procedure (Ordinance 18-M-30) regarding the appointment of the Mayor Pro Tem

Below is the amended article: Article 5 Section 5.1 Appointment Procedure for the Mayor Pro Tem.

a. The Council will discuss, and with a majority vote, appoint the Councilmember to serve as the Mayor Pro Tem for the City.
b. The appointed Mayor Pro Tem must be a Councilmember and must meet the qualifications of Section 4.02 of the City Charter. In addition, to be appointed to the position of Mayor Pro Tem, a Councilmember must be an elected member of Council and a member in good standing.
c. Term dates for the Mayor Pro Tem position will begin in February and August of each year (the election dates offset by three (3) months). Terms will sequentially rotate according to Councilmember place.
d. If the Councilmember that is up for appointment as Mayor Pro Tem is vacant or is held by a Councilmember who is not qualified to serve as Mayor Pro Tem, the Mayor Pro Tem appointment will go to the next qualified Councilmember.e. The position will have a term of office of six (6) months.f. The appointed Mayor Pro Tem may be removed by Council by a two-thirds (2/3) majority vote of the members of Council at any time during his or her term.
g. Council reserves the right to alter this procedure at any time by resolution or rule. City Charter Section. Section 4.02

Qualifications.
The Mayor and each Councilmember must have attained the age of eighteen or older on the first day of the term of office applied for, be a registered voter of the City of Schertz, and have been a resident of the City for at least twelve consecutive months immediately preceding the deadline for filing for an application for a place on the ballot.

Section 4.05 Mayor and Mayor Pro-Tem.

The Mayor shall be the official head of the City government. He or she shall be the chairman and shall preside at all meetings of the City Council. The Mayor may vote only in the event of a tie. He or she shall, unless another signatory is otherwise designated by the City Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bonds. He or she shall appoint special committees as instructed by the City Council, with committee membership to be composed of nominees by the City Council. He or she shall perform such other duties consistent with this Charter or as may be imposed upon him or her by the City Council. The Mayor shall not have veto powers.

The Mayor Pro-Tem shall be a Councilmember appointed by the City Council for a term and

pursuant to procedures established by the City Council from time to time. The Mayor Pro- Tem shall act as Mayor during the absence or disability of the Mayor and in this capacity shall have the rights conferred upon the Mayor. While acting as Mayor, the Mayor Pro-Tem may vote on any matter before the City Council.

RECOMMENDATION Council will discuss and consider the appointment of the next Mayor Pro-Tem regarding the above qualifications. Next in line to serve is Councilmember Robert Westbrook. If appointed, Councilmember Robert Westbrook will be sworn in as the new Mayor Pro-Tem on September 17, 2024.

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Fire Department**
Subject:	**Fire Prevention Week (S.Williams/G.Rodgers/B.Boney) presented by Councilmember Robert Westbrook**

BACKGROUND

The National Fire Protection Association® (NFPA®) announced "Smoke alarms: make them work for you!™" as the official theme for Fire Prevention Week™, October 6–12, 2024 at the NFPA Conference & Expo® in Orlando, FL. This year's focus on working smoke alarms comes in response to NFPA data, which shows that the majority of U.S. home fire deaths continue to occur in homes with no smoke alarms or no working smoke alarms.

"Smoke alarms can make a life-saving difference in a home fire, but they have to be working in order to deliver the needed protection," said Lorraine Carli, vice president of the Outreach and Advocacy division at NFPA. "This year's Fire Prevention Week campaign reinforces the critical importance of smoke alarms and what's needed to install, test, and maintain them properly."

To learn more about Fire Prevention Week and this year's theme, "Smoke alarms: Make them work for you!" visit fpw.org. Additional Fire Prevention Week resources for children, caregivers, and educators can be found at sparky.org and sparkyschoolhouse.org.
Fire Prevention Week is celebrated throughout North America every October and is the oldest U.S. public health observance on record. For more than 100 years, Fire Prevention Week has worked to educate people about the risk of home fires and ways to minimize them. Local fire departments, schools, and community organizations play a key role in bringing Fire Prevention Week to life in their communities each year and spreading basic but critical fire safety messages.

For this release and other announcements about NFPA initiatives, research, and resources, please visit the NFPA press room.

GOAL

Key messages for this year's Fire Prevention Week theme, "Smoke alarms: Make them work for you!" include the following:

- Install smoke alarms in every bedroom, outside each separate sleeping area (like a hallway), and on each level (including the basement) of the home.
- Make sure smoke alarms meet the needs of all family members, including those with sensory or physical disabilities.
- Test smoke alarms at least once a month by pushing the test button.
- Replace all smoke alarms when they are 10 years old or don't respond when tested.

COMMUNITY BENEFIT

Having working smoke alarms in the home reduces the risk of dying in a home fire by more than half (54 percent). However, roughly three out of five fire deaths occur in homes with either no smoke alarms or no working smoke alarms. More than one-third (38 percent) of home fire deaths result from fires in which no smoke alarms are present.

SUMMARY OF RECOMMENDED ACTION

Proclamation throughout the city recognizing October 6-12 as Fire Prevention Week urging all citizens to make sure their homes have working smoke alarms, and to support public safety activities.

RECOMMENDATION

Proclamation throughout the city recognizing October 6-12 as Fire Prevention Week urging all citizens to make sure their homes have working smoke alarms, and to support public safety activities.

Attachments

Fire Prevention Week Proclamation

City of Schertz

Proclamation

Fire Prevention Week – October 6-12, 2024

WHEREAS, the City of Schertz is committed to ensuring the safety and security of all those living in and visiting our City; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,700 people in the United States in 2022, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 360,000 home fires; and

WHEREAS, roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, residents will make sure their smoke alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, residents should test smoke alarms at least once a month; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Schertz Fire / Rescue is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, residents are responsive to public measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2024 Fire Prevention Week™ theme,

"Smoke alarms: Make them work for you™,"

Serves to remind us of the importance of having working smoke alarms in the home.

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

October 6-12, 2024, as Fire Prevention Week

throughout this city, and I urge all the people of Schertz to make sure their homes have working smoke alarms, and to support the many public safety activities and efforts of Schertz Fire / Rescue and our emergency services team.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Schertz to be affixed on this 17th day September 2024.

_____

Ralph Gutierrez, Mayor

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**City Secretary**
Subject:	**National I.T. Professionals Day-September 17, 2024 (S.Williams/D.HardinTrussel/J.Bluebird) presented by Councilmember Allison Heyward**

Attachments

I.T. Professionals Day Proclamation

City of Schertz

Proclamation

NATIONAL I.T. PROFESSIONALS DAY

September 17th, 2024

Whereas, we celebrate National I.T. Professionals Day on the third Tuesday of every September, on **September 17, 2024** this year, to recognize the technical experts: network engineers, system administrators, database admins, and many more types of I.T. professionals that make sure our computer systems run smoothly and;

Whereas, Information Technology (IT) is recognized as a fundamental part of modern society, and is defined as the use of any computers, applications, storage, networking and other systems, infrastructure and processes to create, process, store, secure and exchange all forms of electronic data and;

Whereas, in the City of Schertz, the I.T. Department consists of 12 employees who bring to the City a combined experience of more than 190 years in the technology industry: the Director-38 years; the Computer System Coordinator-27 years, Senior System Administrator-11 years; Public Safety System Coordinator-29 years, GIS Administrator-28 years, GIS Specialist-27 years, three I.T Support Specialists with a combined 20 years and an Administrative Assistant with 16 years' experience and;

Whereas, the City of Schertz I.T. Department oversees hundreds of software programs for the city with the goal of ensuring smooth, efficient, around the clock operations for all City departments, including our City Council, Senior Management, Finance, all Public Safety agencies, the Library, Planning and Development, Public Works, etc. and;

Whereas, the City of Schertz I.T. Department's responsibilities also include providing 24/7 support more than 3,000 devices including telecommunications systems, cell phones, internet, firewalls, servers, desktops, mobile computers, camera systems, tablets, switches, etc. for both office – bound and field focused personnel, and;

Whereas, the City of Schertz I.T. Department currently oversees and participates in more than 25 ongoing projects across the City providing direction, completed a Master Communications Plan, City-Wide Training Program and a Council Chambers Project and;

Whereas, the City of Schertz I.T. Department continues to focus on identifying and meeting new challenges in key areas such as cybersecurity, State and Federal guidelines for data management and security, shifting technology trends, etc.

NOW, THEREFORE be it resolved that I, Ralph Gutierrez, Mayor of the City of Schertz, recognize **September 17, 2024 as National I.T. Professionals Day** and I urge the citizens of this community to appreciate the expert technical experience and talent our I.T Team brings to the city every day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Schertz to be affixed on this the 17th day of September 2024.

_____

Ralph Gutierrez, Mayor

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**City Secretary**
Subject:	**National Finance and Accounting Appreciation Week-September 23-27, 2024 (S.Williams/S.Gonzalez/J.Walters) presented by Councilmember Tim Brown**

Attachments

National Finance and Accounting Week

City of Schertz

Proclamation

National Finance and Accounting Appreciation Week

September 23-27, 2024

WHEREAS, the history of finance and accounting is an established practice date back several millennia; and

WHEREAS, records and documents originating from the Mesopotamian region traced back as far as 5,000 B.C. reveal the employment of accounting systems. Further evidence of the prevalence of accounting would appear from discoveries in ancient Egypt and Babylonia; and

WHEREAS, the City of Schertz Finance Department consists of a Finance Director, Assistant Finance Director, Senior Accountant, Accountant, Financial Analyst, Accounts Payable, and Administrative Assistant; with a combined department total of over 90 years of experience and expert knowledge; and

WHEREAS, the Finance Department oversee the management of the City of Schertz Budget and for FY 2023-2024, the total budget is $118,829,544.00; and

WHEREAS, the Finance Department upholds a high standard of ethics, professionalism, and knowledge by maintaining and enhancing their skills through continuing professional educational; and

WHEREAS, the Finance Department always practices good financial stewardship and has been awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association (GFOA) of the United States and Canada.

Now, therefore, I Ralph Gutierrez, Mayor, do hereby proclaim

September 23-27, 2024 National Finance and Accounting Appreciation Week

in the City of Schertz and ask the citizens to acknowledge and recognize
the outstanding financial stewardship the Finance Department provides the city every day.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Schertz be affixed this 17th day of September 2024.

_____

Ralph Gutierrez, Mayor

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**City Secretary**
Subject:	**H.R. Professionals Day-September 26, 2024 (S.Williams/S.Gonzalez/J.Kurz) presented by Councilmember Paul Macaluso**

Attachments

H.R Professional Day Proclamation

City of Schertz

Proclamation

NATIONAL H.R. PROFESSIONAL DAY

September 26, 2024

For 2024, the themes are championing ethical technology and AI integration, redefined future workplaces, excellence in people leadership and continuous investment in skills and education.

Whereas, Human Resource Professional Day is celebrated every September 26th and is designed to pay tribute to those working in Human Resources Departments everywhere and;

Whereas, Governor-General Sir Patrick Allen first referenced Human Resource Professional Day (H.R. Professional Day) back in October of 2013. He created this day to recognize and celebrate human resource professionals who play an integral role in ensuring the success of organizations by nurturing and developing human capital and;

Whereas, in the City of Schertz, the Human Resources Department consists of a Director of HR and Purchasing, a Human Resources Manager, a Senior HR Generalist, a HR Generalist and an Administrative Assistant who have a combined total of over 62 years of experience in the field of Human Resources and;

Whereas, Human Resources Professionals carry out multiple tasks in an organization. They are the ones who build, maintain, generate, and control company policies to assure it benefits of both the city and the employees within the country's labor laws and best practices and;

Whereas, City of Schertz's Human Resources Professionals oversee the Staff Appreciation Group, Health and Wellness Program, City and Department-wide Training Initiatives, New Recruit Initiatives-Facebook and LinkedIn, provides Onboard Orientation, Benefits, Retirements, Payroll, Lunch Webinars and Employee Relations for the 461+ employees who work for the city and;

Whereas, Human Resources Professional Day is all about thanking and appreciating the HR's who handle the most difficult of situations, including staff negotiating, corporate liaison and legislation interpreting and;

NOW, THEREFORE be it resolved that I, Ralph Gutierrez, Mayor of the City of Schertz, recognize

Human Resources Professional Day-September 26th, 2024

in the City of Schertz, and I urge all citizens to thank and appreciate the beneficial services the City of Schertz Human Resources Professionals provide to the employees and community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Schertz to be affixed on this the 17th day of September 2024.

_____

Ralph Gutierrez, Mayor

Agenda No. 2.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**City Secretary**
Subject:	**Minutes - Consideration and/or action regarding the approval of the regular meeting minutes of September 3, 2024. (S.Edmondson/S.Courney)**

Attachments

Minutes 09-03-2024

D R A F T

MINUTES
REGULAR MEETING
September 3, 2024

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on September 3, 2024, 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 Tiffany Gibson; Councilmember Mark Davis; Councilmember Michelle Watson; Councilmember Paul Macaluso; Councilmember Robert Westbrook; Councilmember Allison Heyward; Councilmember Tim Brown
Staff present:	City Manager Steve Williams; City Attorney Daniel Santee; Deputy City Manager Brian James; Assistant City Manager Sarah Gonzalez; City Secretary Sheila Edmondson; Deputy City Secretary Sheree Courney

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

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

Proclamations

National Payroll Week-City of Schertz Payroll Professionals (J.Kurz/J.Walters)
Mayor Pro-Tem Gibson presented the National Payroll Week-City of Schertz Payroll Professionals Proclamation to HR and Purchasing Director Jessica Kurz.

National Payroll Week-Alamo Chapter of Payroll Professionals (Ms. Denise Kelley)
Councilmember Brown presented the National Payroll Week-Alamo Chapter of Payroll Professionals.

Storm Ready Designation (G.Rodgers/B.High)
Councilmember Westbrook presented the Storm Ready Designation Proclamation to Fire Chief Greg Rodgers, Assistant Fire Chief John Perry, Emergency Management Coordinator Brandon High, and Warning Coordination Meteorologist Paul Yura of the National Weather Service. Mr. Yura congratulated the City on its designation as Storm Ready. The designation will be recognized by the National Weather Service for the next four years.

National Preparedness Month (G.Rodgers/B.High)
Councilmember Heyward presented the National Preparedness Month Proclamation to Emergency Management Coordinator Brandon High.

Child Passenger Safety Week - September 15-21, 2024 (A.Kraft/J.Lowery)
Councilmember Macaluso presented the Child Passenger Safety Week - September 15-21, 2024 Proclamation to Officer Anna Kraft, MIH Paramedic Amy Anderson, and EMS Community Health Coordinator Tyler Bowker.

Employee Recognitions

City Manager Steve Williams recognized Sgt. Marty Trevino, Schertz Police Department SRO Unit Supervisor, for 20 years of service; and Captain Chris Meek of the Schertz Fire Department, for 25 years of service.

Employee Introductions

City Department Heads introduced the following new staff members to City Council.

- City Secretary's Office: Evelyn "Mechelle" Powell, Records Management Coordinator (PT)
- Economic Development Corporation: Amy Madison, Deputy Director of Economic Development
- Engineering: Serena Contreras, Associate Engineer
- Planning Dept: William Willingham, Planner
- Police Dept: Benjamin Ekomo, Public Safety Communications Officer; Patrick Beuligmann, Police Cadet; and Kelsey Ragland, Police Records Specialist
- Public Works: Jorge Guzman, Water/Wastewater Worker I; and Jesse Nauta, Street Maintenance Worker I
- Utility Billing: Brittany Rodriguez, Utility Billing Specialist; and Margaret Bevere, Utility Billing Specialist

City Events and Announcements

- Announcements of upcoming City Events (B.James/S.Gonzalez)
  Deputy CIty Manager Brian James announced the upcoming city events.

- Announcements and recognitions by the City Manager (S.Williams)
  City Manager Steve Williams announced Ms. Rebecca Vera, Neighborhood Services Manager, met all the criteria and passed a national level exam to earn the credential for being a certified professional in food safety from the National Environmental Health Association. This is a prestigious credential that is well respected throughout the industry.

- Announcements and recognitions by the Mayor (R.Gutierrez)
  Mayor Gutierrez had no announcements or recognitions.

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.

All handouts and/or USB devices must be submitted to the City Secretary no later than noon on the Monday preceding the meeting. Handouts will be provided to each Councilmember prior to the start of the meeting by the City Secretary. All USB devices will be vetted by City IT staff to ensure City property is protected from malware.

Mayor Pro-Tem Gibson recognized the following residents:

Eric Norman, resident of Seguin, announced his candidacy for State House of Representatives for District 44.

Richard Kunz, 2960 Red Tip, provided comments on the City Budget from a resident and employee perspective.

Dana Eldridge, 2628 Gallant Fox Dr, provided comments on the infrastructure needed for the proposed apartment development behind EVO.

Maggie Titterington, 1730 Schertz Parkway, provided an update on upcoming Chamber events and the Schertz Historical Preservation Society Scavenger Hunt scheduled for October.

Consent Agenda Items

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

1. **Minutes** - Consideration and/or action regarding the approval of the regular meeting minutes of August 20, 2024. (S.Edmondson/S.Courney)

2. **Resolution 24-R-92** - Authorizing a contract with Ezzi Signs Inc. to replace the electronic sign. (B.James/D.Hardin-Trussell)

3. **Resolution 24-R-114** - Authorizing a contract with the County Clerk of Comal County to conduct the November 5, 2024, Special Election; authorizing the election to be held as a Joint Election; and resolving other matters incident and related to such election and declaring an effective date.(S.Edmondson/S.Courney)

4. **Resolution 24-R-90** - Authorizing an agreement to allow construction of a sewer line across public parkland, in addition to dedicating 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. (S.Gonzalez/L. Shrum)

5. **Resolution 24-R-117** - Authorizing an Interlocal Agreement with the Schertz Housing Authority to provide funding. (S.Williams/B.James)

No items were removed for separate action.

Mayor Gutierrez asked for a motion to approve Consent Agenda Items #1 - 5.

Moved by Councilmember Michelle Watson, seconded by Councilmember Allison Heyward

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

Passed

Discussion and Action Items

6. Resolution 24-R-113 - Presentation and Adoption of the City of Schertz Strategic Plan (S.Williams)

City Manager Steve Williams reminded Council of the Council/Staff retreat held in February and introduced Mr. Ron Cox, Consultant who facilitated the retreat and wrote the Strategic Plan report. Mr. Williams provided closing statements to the presentation and showcased the document that Public Affairs created for the website.

No Council discussion occurred.

Mayor Gutierrez asked for a motion to approve Resolution 24-R-113.

Moved by Mayor Pro-Tem Tiffany Gibson, seconded by Councilmember Michelle Watson

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

Passed

7. **Ordinance No. 24-B-152** - Consideration and approval by the city council of the City of Schertz, Texas authorizing the issuance of "City of Schertz, Texas, Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2024"; providing for the payment of said certificates by the levy of an ad valorem tax upon all taxable property within the city and further securing said certificates by a lien on and pledge of the pledged revenues of the system; and other matters incident and related thereto. ***First & Final Reading*** (S.Williams/J.Walters/A.Friedman)

Mayor Gutierrez recognized Assistant City Manager Sarah Gonzalez who presented Ordinance 24-B-152 and introduced Mark McLiney of SAMCO Capital Markets. Mr. McLiney introduced associate Jack McLiney, also of SAMCO Capital Markets, and then explained the process for issuance of certificates of obligation. Mr. Jack McLiney explained the bids and provided the recommendation of which company to go with.

No Council discussion occurred.
Mayor Gutierrez asked for a motion.

Mayor Pro-Tem Tiffany GIbson made the motion as follows: "I move that the City Council adopt an ordinance authorizing the "City of Schertz, Texas, combination tax and limited pledge revenue certificates of obligation, series 2024;" seconded by Councilmember Allison Heyward.

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

Passed

8. **Ordinance 24-T-153** - Authorizing adjustments to the FY 2023-24 Budget. ***First Reading*** (S.Gonzalez/J.Walters)

Mayor Gutierrez recognized Assistant City Manager Sarah Gonzalez who presented Ordinance 24-T-153.

No Council discussion occurred.

Mayor Gutierrez asked for a motion to approve Ordinance 24-T-153.

Moved by Mayor Pro-Tem Tiffany Gibson, seconded by Councilmember Michelle Watson

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

Passed

9. **Resolution 24-R-93** - Authorizing the City Manager to contract with OpenGov, Inc., Inc. for an asset management software program (B.James/D.Hardin-Trussell)

Mayor Gutierrez recognized IT Director Jack Bluebird who presented Resolution 24-R-93. Also supporting OpenGov, Inc, were representatives from Facilities and Parks and Rec.
Questions from Council were fielded by Deputy City Manager Brian James.

Mayor Gutierrez asked for a motion to approve Resolution 24-R-93.

Moved by Councilmember Michelle Watson, seconded by Councilmember Allison Heyward

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

Passed

10. **Resolution 24-R-103** - Authorizing the City Manager to enter into an Agreement with My House of Design for Graphic Design Services.
(S.Gonzalez/L.Klepper/D.Christensen)

Mayor Gutierrez recognized Communications Manager Devan Christensen who presented Resolution 24-R-103.

No Council discussion occurred.

Mayor Gutierrez asked for a motion to approve Resolution 24-R-103..

AYE: Mayor Pro-Tem Tiffany Gibson, Councilmember Mark Davis, Councilmember Michelle Watson, Councilmember Robert Westbrook, Councilmember Allison Heyward, Councilmember Tim Brown

Other: Councilmember Paul Macaluso (ABSENT)

Passed

11. **Resolution 24-R-102** - Authorizing the City Manager to enter into an agreement with Walsworth Publishing Company, Inc. for printing services.
(S.Gonzalez/L.Klepper/D.Christensen)

Mayor Gutierrez recognized Communications Manager Devan Christensen who presented Resolution 24-R-102.

No Council discussion occurred.

Mayor Gutierrez asked for a motion to approve Resolution 24-R-102..

Moved by Councilmember Michelle Watson, seconded by Councilmember Allison Heyward

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

Passed

12. Resolution 24-R-106 - Approving an Amendment to the Interlocal Agreement (ILA) between the City of Cibolo and the City of Schertz for Dispatch Services (S.Williams/J.Lowery)

Mayor Gutierrez recognized Police Chief Jim Lowery who presented Resolution 24-R-106.

No Council discussion occurred.

Mayor Gutierrez asked for a motion to approve Resolution 24-R-106..

Moved by Mayor Pro-Tem Tiffany Gibson, seconded by Councilmember Mark Davis

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

Passed

13. Resolution 24-R-107 - Accepting a grant award from the Motor Vehicle Crime Prevention Authority for a License Reader Program to combat vehicle burglary and theft. (S.Williams/J.Lowery)

Mayor Gutierrez recognized Police Chief Jim Lowery who presented Resolution 24-R-107.

Councilmember Westbrook asked about maintenance of program at the end of the grant. Chief Lowery responded that the intent is to keep applying for grants on an annual basis for as long as they are available.

Mayor Gutierrez asked for a motion to approve Resolution 24-R-107.

Moved by Mayor Pro-Tem Tiffany Gibson, seconded by Councilmember Michelle Watson

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

Passed

14. **Resolution 24-R-108** - Authorizing a contract with Keystone Construction Services, LP, relating to the Riata Lift Station Relocation Project (B.James/K.Woodlee/E.Schulze)

Mayor Gutierrez recognized Senior Engineer Eric Schulze who presented the resolution.

No Council discussion occurred.
Mayor Gutierrez asked for a motion to approve Resolution 24-R-108.

Moved by Councilmember Allison Heyward, seconded by Councilmember Michelle Watson

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

Passed

15. **Resolution 24-R-98** - Authorizing a Subdivision Improvement and Reimbursement Agreement for the Ackerman Development. (S.Williams/B.James)

Mayor Gutierrez recognized Deputy CIty Manager Brian James who presented Resolution 24-R-98.

No Council discussion occurred.

Mayor Gutierrez asked for a motion to approve Resolution 24-R-98.

Moved by Councilmember Michelle Watson, seconded by Councilmember Allison Heyward

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

Passed

16. **Resolution 24-R-99** - Authorizing an Improvement Agreement for the Den Ott Hill Development for ROW acquisition reimbursement and to acquire ROW from SCUCISD. (S.Williams/B.James)

Mayor Gutierrez recognized Deputy City Manager who presented Resolution 24-R-99.

No Council discussion occurred.

Mayor Gutierrez asked for a motion to approve Resolution 24-R-99.

Moved by Councilmember Michelle Watson, seconded by Mayor Pro-Tem Tiffany Gibson

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

Passed

Mayor Gutierrez recessed Open Session for a short break at 7:59 p.m.

Mayor Gutierrez reconvened Open Session at 8:20 p.m.

Public Hearings

17. **Ordinance 24-S-146** - Conduct a public hearing and consider a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) and General Business District (GB) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas. ***First Reading*** (B.James/L.Wood/S.Haas)

Mayor Gutierrez recognized Senior Planner Samuel Haas who provided the summary for Ordinance 24-S-146 and staff recommendation. Ashley Farrimond, Attorney for the Developer, presented the development plan including infrastructure improvements to Ripps-Kruesler, FM 2252, and Old Wiederstein Developer is not asking for any variances.

Mayor Gutierrez reminded Council of the email received from Mr. Harrold Densberger in support of this ordinance.

Public Hearing opened at 8:40 p.m.

The following residents spoke in support of the rezoning of the property via this ordinance:

- John Meyers, Schhertz Housing Authority

- John Jasek, 19018 Old Wiederstein
- Noreen Baker, 7806 Callbram Ln, Austin, TX
- Douglas Jasek, Sugarland
- Tina Densberger Burditt, 2652 Poplar Grove Ln
- Keith Densberger, 305 E. 4th Street, Yorktown

The following residents spoke in opposition of the rezoning of the property via this ordinance:

- Sandra Ott, 2305 Den Ott HIll
- Nicole Sharp, 2233 Den Ott HIll
- Harold Densberger, 2229 Den Ott Hill
- James Ott, 2217 Den Ott Hill
- Mark Tudyk, 18490 Old Wiederstein Rd.
- Carolyn McDonald, McDonald & Brown representing Sandra Ott
- Adam Sharp, 2233 Den Ott Hill

Public Hearing closed at 9:07 p.m.

Mayor Gutierrez offered the following comment:

"There is fear when change is proposed. The primary objective of the new development is to enhance the surroundings of our community and our city. To make our city a more vibrant and livable place for all residents. One of our city's challenges is affordable housing. This project addresses this concern. The natural layout of many cities is Businesses → Multifamily → Residential. The layout of this development is consistent with this concept. City staff play a crucial role in making decisions to protect the city's development. They work to ensure that development plans align with zoning regulations, environmental protection, and community needs. Regarding this applicant's request, our city staff recommended approval. The Planning and Zoning Commission recently unanimously approved this multifamily residential complex. This decision came after a comprehensive review process to ensure its alignment with the city's long-term development goals. The project aims to provide much-needed housing options for the growing population. Community feedback was also considered, ensuring that the new development would enhance the proposed area. There appeared to be minimal fear regarding the multifamily complex, there is frustration and concern regarding a road shared by a few. The applicant addresses this concern by providing two points of ingress (entrance) and egress (exit). Approving the applicant's request marks a significant step in addressing housing shortages and promoting balanced urban growth and providing clients to the Schertz Station, which will impact our economic growth."

Mayor Gutierrez opened the floor to Council for discussion.
Councilmember Davis expressed concerns with Den Ott Road being used by residents of the development, when it is not designed for use by that level of traffic.
Councilmember Westbrook pushed back regarding the need for workforce

housing in Schertz.
Councilmember Heyward stated that everything will have to meet certain criteria before it can be built. The issue at hand is the zoning of this property.
Councilmember Macaluso questioned the inclusion of the road in the zoning.
Councilmember Brown stated it is not Council's job to get into road design. Den Ott Road is a legal battle between the owners.
Deputy City Manager Brian James and Ms. Ashley Farrimond fielded the questions and provided explanations for Council consideration.

Moved by Mayor Pro-Tem Tiffany Gibson, seconded by Councilmember Michelle Watson

AYE: Mayor Pro-Tem Tiffany Gibson, Councilmember Michelle Watson, Councilmember Paul Macaluso, Councilmember Robert Westbrook, Councilmember Allison Heyward, Councilmember Tim Brown

NAY: Councilmember Mark Davis

Passed

18. **Ordinance 24-S-148** - Conduct a public hearing and consider a request to rezone approximately 71 acres of land from Single-Family Residential/ Agricultural District (R-A) and Agricultural District (AD) to approximately 41 acres as Single-Family Residential District (R-2) and approximately 30 acres as Single-Family Residential District (R-6), known as Bexar County Property Identification Number 310022, more specifically known as 12840 Lower Seguin Road, City of Schertz, Bexar County, Texas. ***First Reading*** (B.James/L.Wood/D.Marquez)

Mayor Gutierrez recognized Planner Daisy Marquez who provided a brief summary of the rezoning request. The applicant, Patrick Christensen, addressed Council and offered to answer any questions.

Public Hearing opened at 9:57 p.m.
No residents came forward to speak.
Public Hearing closed at 9:58 p.m.

Mayor Gutierrez opened the floor to Council for discussion.
Councilmember Heyward asked why the applicant didn't ask for a PDD. Applicant responded that they didn't need any variances, so a PDD was not necessary.
Councilmember Macaluso stated that the PDD should only be used for unique developments.

Mayor Gutierrez asked for a motion to approve Ordinance 24-S-148.

Moved by Councilmember Paul Macaluso, seconded by Councilmember Michelle Watson

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

Passed

19. **Ordinance 24-S-149** - Conduct a public hearing and consider a request to rezone approximately 79 acres of land from Planned Development District (PDD) to Single-Family Residential District (R-1), known as Bexar County Property Identification Number 310060, more specifically known as 8676 Trainer Hale Rd, City of Schertz, Bexar County, Texas. ***First Reading*** (B.James/L.Wood/D.Marquez)

Mayor Gutierrez recognized Planner Daisy Marquez who provided a brief summary of the rezoning request. The applicant, Paul Lando, MTR Engineers 1770 Cimarron Path, San Antonio, addressed Council and offered to answer any questions

Public Hearing opened at 10:13 p.m.
No residents came forward to speak.
Public Hearing closed at 10:13 p.m.

Mayor Gutierrez opened the floor to Council.
Councilmember Westbrook and Mayor asked for clarification of the project. Mr. Lando provided the clarification.
City Manager Williams asked how many units. Mr. Lando responded 210.

Moved by Mayor Pro-Tem Tiffany Gibson, seconded by Councilmember Michelle Watson

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

Passed

20. **Ordinance 24-T-150 -** Conduct a Public Hearing and Adopt a budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, in accordance with the Charter of the City of Schertz, Texas; providing for the filing of the Budget; providing that this Ordinance shall be cumulative of all Ordinances; providing a Severability Clause; and providing an Effective Date. ***Final Reading*** (S.Gonzalez/J.Walters)

Mayor Gutierrez recognized Assistant City Manager Sarah Gonzalez who provided a brief summary of the ordinance.

Public Hearing opened at 10:21 p.m.
No residents came forward to speak.

Public Hearing closed at 10:21 p.m.

Mayor Gutierrez opened the floor to Council for discussion.
No discussion occurred.
Mayor Gutierrez asked for a motion to approve Ordinance 24-T-150.

Moved by Councilmember Tim Brown, seconded by Mayor Pro-Tem Tiffany Gibson

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

Passed

Discussion and Action Items

21. Resolution 24-R-116 - Ratifying the property tax increase reflected in the Adopted Budget for FY 2024-25. (S.Gonzalez/J.Walters)

Mayor Gutierrez recognized Assistant CIty Manager Sarah Gonzalez who presented Resolution 24-R-116.

Moved by Councilmember Michelle Watson, seconded by Councilmember Robert Westbrook

AYE: Mayor Pro-Tem Tiffany Gibson, Councilmember Michelle Watson, Councilmember Robert Westbrook, Councilmember Allison Heyward, Councilmember Tim Brown

NAY: Councilmember Mark Davis, Councilmember Paul Macaluso

Passed

Public Hearings

22. Ordinance 24-T-151 – Conduct a Public Hearing and approve an Ordinance approving the appraisal roll; setting the tax rate; levying and assessing general and special ad valorem taxes for the use and support of the municipal government of the City of Schertz, Texas. ***Final Reading*** (S.Gonzalez/J.Walters)

Mayor Gutierrez recognized Assistant City Manager Sarah Gonzalez who briefed Council on Ordinance 24-T-151.

Public Hearing opened at 10:24 p.m.
No residents came forward to speak.
Public Hearing closed at 10:24 p.m.

Mayor Gutierrez provided the following statement:

"I strongly believe that a property tax increase at this time is not in the best interest of our community. Our residents are already facing rising costs in many areas, from groceries to utilities, and an increase in their home appraisal value. Adding a higher tax burden would only compound these challenges. We are in a situation where new construction will increase our tax revenue. Park-35 will add approximately $1 million, Core 5 Logistics Center $750K, The Embry subdivision will add another $150K and if we include the Schertz Station Complex $300K, we will certainly increase our tax revenue. Schertz Station will also generate sales tax revenue. These revenue sources and others in production, will bridge the financial gap we are facing today. Patience will see us through this budgetary gap. A tax increase will place additional strain on homeowners. A property tax increase is not the right path forward. Therefore, I do not support or endorse a tax increase with a tax rate of $0.4900."

Mayor Gutierrez opened the floor to Council for discussion.

Mayor Pro-Tem Gibson respectfully disagreed with the Mayor's comment. Council needs to look at how the tax rate increase benefits the entire city.

Mayor Gutierrez asked for a motion to approve Ordinance 24-T-151.

Mayor Pro-Tem TIffany Gibson made the motion as follows: "I move that the Property Tax Rate be increased by the adoption of a tax rate of 0.4900, which is effectively a 2.0% increase in the tax rate;" seconded by Councilmember Michelle Watson.

AYE: Mayor Pro-Tem Tiffany Gibson, Councilmember Michelle Watson, Councilmember Robert Westbrook, Councilmember Allison Heyward, Councilmember Tim Brown

NAY: Councilmember Mark Davis, Councilmember Paul Macaluso

Passed

Mayor Gutierrez recessed to closed session at 10:29 p.m.

Closed Session

23. The City Council will meet in closed session under Section 551.074 of the Texas Government Code, Personnel Matters, to conduct the annual evaluation of the City Manager, Mr. Steve Williams.

Mayor Gutierrez stated discussion regarding the annual evaluation for CIty Manager, Mr. Steve Williams, began at 10:35 p.m. and ended at 11:11 p.m.

24. The City Council will meet in closed session under Section 551.074 of the Texas Government Code, Personnel Matters, to conduct the annual evaluation of the City Secretary, Ms. Sheila Edmondson.

Mayor Gutierrez stated discussion regarding the annual evaluation of the City Secretary, Ms. Sheila Edmondson, began at 11:13 p.m. and end time was 11:48 p.m.

Reconvene into Regular Session

Mayor Gutierrez reconvened to Regular Session at 12:06 a.m.

25. Take any action based on discussion held in Closed Session under Agenda Item #23.

Mayor Ralph Gutierrez made a motion to increase the salary of the City Manager with a 3.5% increase effective 1 October, and provide a 3-year contract with an effective date of 1 October 2024, and provide 40 hours of annual leave; seconded by Mayor Pro-Tem TIffany Gibson.

AYE: Mayor Pro-Tem Tiffany Gibson, Councilmember Mark Davis, Councilmember Michelle Watson, Councilmember Robert Westbrook, Councilmember Allison Heyward, Councilmember Tim Brown

Other: Councilmember Paul Macaluso (ABSENT)

Passed

26. Take any action based on discussion held in Closed Session under Agenda Item # 24.

Mayor Ralph Gutierrez made a motion to increase the salary of the City Secretary with a 5.5% increase effective 1 October; seconded by Councilmember Michelle Watson.

AYE: Mayor Pro-Tem Tiffany Gibson, Councilmember Mark Davis, Councilmember Michelle Watson, Councilmember Robert Westbrook, Councilmember Allison Heyward, Councilmember Tim Brown

Other: Councilmember Paul Macaluso (ABSENT)

Passed

Information available in City Council Packets - NO DISCUSSION TO OCCUR

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

28. Bexar County Appraisal Board of Directors Nomination Process-2025 (Mayor/S.Edmondson)

29. Comal County Appraisal Board of Directors Nomination Process-2025 (Mayor/S.Edmondson)

Requests and Announcements

- Requests by Mayor and Councilmembers for updates or information from Staff
  No requests for updates or information from staff were made.

- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda
  No requests by Mayor or Councilmembers that items or presentations be placed on a future City Council agenda.

- City and Community Events attended and to be attended (Council)
  No City and Community Events attended or to be attended were noted.

  Mayor Pro-Tem Tiffany Gibson announced this would be her last meeting. She resigned as City Council Place 4.

Adjournment

Mayor Pro-Tem Gibson adjourned the meeting at 12:12 a.m.

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Agenda No. 4.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Public Works**
Subject:	**Resolution 24-R-104 - Approving the SSLGC Fiscal Year 2024-25 Water Rates. (B.James/L.Busch)**

BACKGROUND

In order for the City's corporate partner, the Schertz/Seguin Local Government Corporation (SSLGC) to provide water at the lowest rate possible, SSLGC utilizes the services of Willdan Financial Services as a rate consultant to evaluate and advance its model annually. This helps to keep rate increases minimal and to keep SSLGC revenue appropriate for current and future operations.

For Fiscal Year 2024-25, the SSLGC Board is recommending and has approved with SSLGC Resolution SSLGC R24-27 no increase in the water rates. The water rate will remain at $1.675 per 1,000 gallons. The SSLGC Board approved the proposed rates on August 15, 2024.

GOAL

To have the City of Schertz City Council approve the SSLGC FY 2024-25 water rates.

COMMUNITY BENEFIT

The City of Schertz is a member of the Schertz/Seguin Local Government Corporation. It is through the SSLGC that the City provides water to its residents and businesses. Approval of the water rates will ensure that the residents and businesses of Schertz will continue to receive this vital service.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of the Resolution adopting the SSLGC FY 2024-25 water rates.

FISCAL IMPACT

The estimated water expenditures for the City of Schertz for FY 2024-25 is at $3,804,775.

RECOMMENDATION

Approval of Resultion 24-R-104.

Attachments

Resolution 24-R-104 with attachments

RESOLUTION 24-R-104

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING THE SCHERTZ SEGUIN LOCAL GOVERNMENT CORPORATION FISCAL YEAR 2024-2025 WATER RATES, AND OTHER MATTERS IN CONNECTION THEREWITH

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

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

WHEREAS, the City staff of the City of Schertz has recommended that the City approve the proposed SSLGC Fiscal Year 2024-25 Water Rates as adopted by the SSLGC Board of Directors in Resolution # SSLGC R24-27 (Exhibit A); and

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

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

Section 1. The City Council hereby authorizes the approval of the Schertz Seguin Local Government Corporation Fiscal Year 2024-25 Water Rates as proposed 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 _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Exhibit A

“Resolution # SSLGC R24-27”

SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION
STATE OF TEXAS
COUNTY OF GUADALUPE

A RESOLUTION ADOPTING THE SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION FISCAL YEAR 2024-2025 WATER RATES

WHEREAS, the Schertz/Seguin Local Government Corporation provides water to several entities; and

WHEREAS, expenses are incurred in providing the water; and

WHEREAS, it is necessary to set water rates to be assessed for the provision of the water in order to cover expenses; and

WHEREAS, the Schertz/Seguin Local Government Corporation has adopted a revenue requirement system using the AWWA cash basis of ratemaking and adopted a minimum debt coverage ratio requirement of 1.25 or greater; and

WHEREAS, the water rate schedule for the fiscal year 2024-2025 for the Schertz/Seguin Local Government Corporation is attached.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION:

The water rates for fiscal year 2024-2025 to be effective October 1, 2024 are hereby approved and adopted.

Passed and approved this the **15th** day of **August, 2024**.

Jack Hamlett, President

Attest:

Heath Anders, Secretary

OR

Richard Dziewit, Assistant Secretary

SIGNED ORIGINAL(S): 1

Exhibit B

"SSLGC WATER RATES FOR FY 2024-25"

SSLGC WATER RATES FOR FY2024-2025

Effective October 1, 2024

1.	**Water Rate for Schertz and Seguin**	
	Operations and Maintenance	$0.945
	Water Leases	$0.730
	Rate per 1,000 gallons	**$1.675**
2.	**Water Rate for Selma (Selma Contract #1) and Universal City**	
	Operations and Maintenance	$0.945
	Water Leases	$0.730
	Transportation	$0.380
	Cities Distribution	$0.190
	Rate per 1,000 gallons	**$2.245**
3.	**Water Rate for Springs Hill**	
	Operations & Maintenance	$0.945
	Water Leases	$0.730
	Rate per 1,000 gallons	**$1.675**
4.	**Water Rate for Selma 2015 (Selma Contract #2)**	
	Operations & Maintenance	$0.945
	Water Leases	$0.730
	Cities Distribution	$0.190
	Rate per 1,000 gallons	**$1.865**
5.	**Water Rate for SAWS – T1**	
	Operations & Maintenance	$0.945
	Rate per 1,000 gallons	**$0.945**
6.	**Water Rate for SAWS – T2**	
	Operations and Maintenance	$0.945
	Water Leases	$0.730
	Rate per 1,000 gallons	**$1.675**

SSLGC BOARD APPROVED: 08-15-2024

Date/Time Printed: 8/20/2024 7:42:11 AM

Agenda No. 5.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Public Works**
Subject:	**Resolution 24-R-105 – Authorizing the Agreement for Management Services with SSLGC For Fiscal Years 2024-2026. (B.James/L.Busch)**

BACKGROUND

The Schertz-Seguin Local Government Corporation (SSLGC) was created as a wholesale water supply system for the cities of Schertz and Seguin. The Carrizo Aquifer is utilized for this purpose to benefit both cities. SSLGC was formed in December 1998 and is governed by a board which consists of five directors and two ex-officios appointed by the city councils of Schertz and Seguin. SSLGC began actual production in September 2002 and has continued to grow to serve the Cities of Schertz and Seguin as their primary water source. SSLGC maintains a strong wholesale water customer base including contracts with the Cities of Selma, Universal City, as well as Springs Hill Water Supply Corporation and the San Antonio Water System.

The City of Seguin, the City of Schertz, and the Schertz/Seguin Local Government Corporation desire that the SSLGC contract with the City of Schertz for the services of a General Manager and an Assistant General Manager, to implement, administer, and carry out the duties required for the operations of the public water systems owned by SSLGC; and, that the SSLGC contract with the City of Seguin for the remainder of the employees utilized by the SSLGC and for administrative services for the SSLGC. SSLGC combined the Management Services Agreement (formerly two separate agreements between each city and SSLGC) into one document that would be effective through September 30, 2026.

It is the desire of SSLGC to have the Management Services Agreement between SSLGC, the City of Schertz, and the City of Seguin approved by the City of Schertz City Council. On August 15, 2024, the Schertz/Seguin Local Government Board of Directors approved to extend the Management Services Agreement between the SSLGC, the City of Seguin and the City of Schertz. The only suggested changes are to the term of the agreement with the new term being October 1, 2024 through September 30, 2026.

GOAL

To authorize the Management Services Agreement.

COMMUNITY BENEFIT

In addition to helping ensure SSLGC maintains compliance with state/local law, through this MSA, Schertz is controlling costs which would impact tax rates and fees passed along to Schertz residents, as well as maintaining our partnership with SSLGC.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of the Resolution authorizing the Management Services Agreement.

FISCAL IMPACT

Fiscal impact varies depending on the yearly operating budget as approved separately.

RECOMMENDATION

Approval of Resolution 24-R-105.

Attachments

Resolution 24-R-105 with attachments

RESOLUTION 24-R-105

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT FOR MANAGEMENT SERVICES BETWEEN THE CITY OF SCHERTZ AND THE SCHERTZ SEGUIN LOCAL GOVERNMENT CORPORATION, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") and the Schertz/Seguin Local Government ("SSLGC") have determined that the SSLGC requires management services relating to managing the daily operations of the SSLGC; and

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

WHEREAS, the City staff of the City of Schertz has recommended that the City approve the agreement as adopted by the SSLGC Board of Directors in Resolution # SSLGC R24-29 (Exhibit A); and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with SSLGC pursuant to the Agreement for Management Services Between the City of Schertz and the Schertz/Seguin Local Government Corporation attached hereto as Exhibit B ("Agreement For Management Services").

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 and deliver the Agreement with SSLGC in substantially the form set forth on Exhibit B ("Agreement For Management Services").

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 _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Exhibit A

“Resolution # SSLGC R24-29”

SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION
STATE OF TEXAS
COUNTY OF GUADALUPE

A RESOLUTION AUTHORIZING THE RENEWAL OF THE MANAGEMENT SERVICES AGREEMENT BETWEEN THE SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION, THE CITY OF SEGUIN AND THE CITY OF SCHERTZ

WHEREAS, the Schertz/Seguin Local Government Corporation desires to renew the Management Services Agreement with the City of Seguin and the City of Schertz; and

WHEREAS, the Agreement for Management Services between the City of Seguin, the City of Schertz and the Schertz/Seguin Local Government Corporation attached hereto and incorporated herein for all purposes represents the proposed Agreement between the parties; and

WHEREAS, the Agreement for Management Services between the City of Seguin, the City of Schertz and the Schertz/Seguin Local Government Corporation shall be in effect for a period of twenty-four (24) months commencing October 1, 2024 and ending September 30, 2026 unless otherwise renewed or extended at the discretion of both parties.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION:

1. That the Schertz/Seguin Local Government Corporation hereby approves the Management Services Agreement between the Schertz/Seguin Local Government Corporation, the City of Seguin and the City of Schertz.

2. That the General Manager be authorized to execute the Management Services Agreement between the Schertz/Seguin Local Government Corporation, the City of Seguin and the City of Schertz.

PASSED AND APPROVED THIS 15th DAY OF AUGUST, 2024.

Jack Hamlett, President

Attest:

Heath Anders, Secretary

OR

Richard Dziewit, Assistant Secretary

SIGNED ORIGINAL(S): 1

Exhibit B

“AGREEMENT FOR MANAGEMENT SERVICES”

AGREEMENT FOR MANAGEMENT SERVICES
BETWEEN THE CITY OF SCHERTZ, CITY OF SEGUIN AND
THE SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION

THE STATE OF TEXAS **X**
X **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GUADALUPE **X**

THIS SERVICES AGREEMENT, effective the ____ day of _____, 20__, by and between the **City of Schertz**, a municipal corporation, situated in Guadalupe, Comal and Bexar County, Texas, acting by and through its City Manager, (hereinafter referred to as "Schertz"); by and between the **City of Seguin**, a municipal corporation, situated in Guadalupe County, Texas, acting by and through its City Manager, (hereinafter referred to as "Seguin") and the **Schertz/Seguin Local Government Corporation** (hereinafter referred to as the "SSLGC" or the "Corporation") acting by and through its President and in accordance with Subchapter D of the Texas Transportation Corporation Act, Chapter 394 of the Texas Local Government Code, and the Texas Non-profit Corporations Act:

WHEREAS, a local government corporation may be created to aid and act on behalf of one or more local governments to accomplish any governmental purpose of those local governments; and

WHEREAS, the City of Seguin and the City of Schertz created the SSLGC to develop and operate a public water supply system; and

WHEREAS, a local government corporation may contract with a political subdivision of this state in the manner and to the same extent as any other corporation; and

WHEREAS, a state agency or a political subdivision may contract with a local government corporation to accomplish a governmental purpose of the sponsoring local government; and

WHEREAS, in 1999 the City of Seguin, the City of Schertz, and the SSLGC entered into a Regional Water Supply Contract; and

WHEREAS, in 2011 the SSLGC, the City of Seguin, the City of Schertz, and the City of San Antonio acting by and through its San Antonio Water System entered into a Mutual Regional Water Supply Contract; and

WHEREAS, in 2016 the City of Seguin, the City of Schertz, and the SSLGC entered into a Cost Allocation Agreement Relating to the Guadalupe Project; and

WHEREAS, in 2017 the SSLGC, the City of Seguin, the City of Schertz, and the City of San Antonio acting by and through its San Antonio Water System entered into the First Amendment to Mutual Regional Water Supply Contract; and

WHEREAS, in 2018 the City of Seguin, the City of Schertz, and the SSLGC entered into

a Tri-Lateral Agreement Relating to Water Sales.

WHEREAS, the City of Seguin, the City of Schertz, and the Schertz/Seguin Local Government Corporation desire that the SSLGC contract with the City of Schertz for the services of a General Manager, and an Assistant General Manager, to implement, administer, and carry out the duties required for the operations of the public water systems owned by SSLGC; and, that the SSLGC contract with the City of Seguin for the remainder of the employees utilized by the SSLGC and for administrative services for the SSLGC.

WITNESSETH:

That for and in consideration of the covenants, promises, and agreements set forth herein, it is mutually agreed as follows:

I. PURPOSE

It is the express purpose of this contract to have the SSLGC General Manager implement, administer, and carry out the duties required for the operations of the public water systems owned by SSLGC. Seguin's and Schertz's services under this agreement are subject to lawful oversight and direction by the SSLGC Board and the SSLGC General Manager. In performing its duties under this agreement, Seguin and Schertz shall act for the lawful benefit of SSLGC and not of any individual participant in the project.

II. EFFECTIVE DATE AND TERM

Subject to early termination as provided in Article VI below, this agreement shall be in effect for a period of twenty-four (24) months commencing October 1, 2024 and ending September 30, 2026 **unless** otherwise renewed or extended at the discretion of both parties.

III. DUTIES AND RESPONSIBILITIES

A. SEGUIN

Seguin agrees to provide financial, human resource, information technology, and administrative services to SSLGC according to the terms of this Agreement. For the purpose of this contract, the SSLGC General Manager shall be charged with the responsibility of carrying out SSLGC's operations and program as adopted by the Board. Direct services Seguin shall perform for SSLGC shall include, but not be limited to:

1. Providing all necessary accounting and financial management through Seguin's Finance Department for the SSLGC Budget.

2. Providing all personnel administration services for all employees except the General Manager and Assistant General Manager. The General Manager shall be responsible for hiring, evaluation, and/or termination of personnel, who shall be City of Seguin employees; assigned to SSLGC; and subject to all personnel policies thereof. Seguin agrees the General Manager and Assistant General Manager of SSLGC shall be employees of Schertz, however, shall be assigned to SSLGC and shall be charged with the responsibility of carrying out SSLGC's management, operations, and programs as adopted by the SSLGC Board. Seguin agrees the General Manager may be hired/terminated as an employee by a 2/3 majority vote of the entire SSLGC Board, but as long as this Agreement remains in effect, the SSLGC Board shall consult with the Cities of Schertz and Seguin prior to hiring/terminating the General Manager. In addition, the General Manager will receive annual performance evaluations from the SSLGC Board and may be subject to certain disciplinary action directed by the SSLGC Board subject to Schertz administrative process. The General Manager's salary, to include cost of living/merit increases, shall be set by the SSLGC Board and all adjustments approved by the SSLGC Board. The General Manager shall recommend pay scales and salary changes to include but not limited to cost of living/merit increases for all SSLGC positions to the SSLGC Board for approval.

   The SSLGC Board shall establish an annual holiday schedule for all positions serving the Corporation.

3. The City of Seguin Finance Department will work with the Staff to keep complete and current books and records of all SSLGC activities and provide SSLGC quarterly reports of its revenues, expenses and fund balance as requested.

   The Staff will continue to revise, as needed, the internal tracking system for all of the SSLGC's operating and project contracts to ensure requests for payment are recorded and contract amounts are not exceeded.

4. Providing IT support for SSLGC office and personnel as required.

5. Providing risk management administration services in accordance with the requirements of SSLGC's bond resolution, the water supply agreement with the Cities of Schertz and Seguin, property and liability insurance, terms of this agreement, and directives of the Board.

6. Include the General Manager and Assistant General Manager (City of Schertz employees) on the City of Seguin's authorized purchasing list for SSLGC purchases only.

7. Seguin acknowledges that the SSLGC General Manager is responsible for supervision and leadership of all SSLGC Staff. He/She will develop, with Board approval, an organization chart and lines of responsibility for all leadership positions to include but not be limited to an Assistant General Manager, Operations Manager and Water Superintendent for the

efficient and appropriate operations of the Corporation. These positions and/or others not named here shall be filled or left vacant by the General Manager as they see fit with the approval of the SSLGC Board.

8. The General Manager will perform the annual review process of all SSLGC Operations Personnel, be informed of; concur with any personnel actions; and provide for the annual review of the Assistant General Manager, Operations Manager and Administrative Staff.

B. SCHERTZ

Schertz agrees to provide General Manager and Assistant General Manager staffing for administrative and program support (hereinafter referred to as the "Staff") to the SSLGC as requested by the Board of Directors of the SSLGC (hereinafter referred to as the "Board"). During the term of this Agreement, the General Manager, as retained by Schertz with the consent of SSLGC and the City of Seguin, shall serve as General Manager of SSLGC as described in the SSLGC Bylaws (herein referred to as Bylaws). Direct services Schertz shall perform for SSLGC shall include, but not be limited to:

1. The General Manager will be responsible to implement, administer, and carry out the duties required for the operation of the public water systems owned by the SSLGC. Follow the provisions of the Bylaws, which are incorporated herein by reference, as may be amended from time to time, as closely as possible to ensure the SSLGC's efforts are in line with the evolving water procurement and conservation needs of the Schertz/Seguin communities and SSLGC customers. Along with the City of Seguin, provide professional development and succession planning training to the General Manager to enable them to provide long term strategic leadership to SSLGC. General Manager services under this agreement are subject to input from Schertz and Seguin regarding appropriate oversight and direction, from the SSLGC Board. All contracts and management decisions affecting SSLGC will require SSLGC approval and will be governed by the terms of this Agreement. In performing its duties under this Agreement, the General Manager shall act for the benefit of SSLGC and not of any individual City.

2. Consistent with the Bylaws, the General Manager of SSLGC shall recommend policies and procedures to the Board for adoption by the Corporation as needed, including financial, accounting, and purchasing policies and procedures. Unless otherwise stipulated, the Staff shall follow the policies and procedures of the City of Seguin's Department of Finance when conducting SSLGC financial business. The policies and procedures of the SSLGC Purchasing Policy shall be followed as closely as is feasible for any SSLGC project, except in cases where it is more advantageous to follow other permissible state law regarding bids and purchases for local government corporations.

3. The General Manager shall negotiate, administer and monitor all contracts on behalf of SSLGC with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks. The City's Internal

Auditor as selected by the SSLGC Board shall conduct an annual review of this Agreement.

4. The General Manager shall prepare a budget for the forthcoming year for review and final approval by the Board and both City Councils.

5. The General Manager will provide sufficient support staff for the operation of SSLGC programs. Schertz shall be responsible for the hiring, evaluation with SSLGC input, and/or termination of personnel, who shall be City of Schertz employees and subject to all personnel policies thereof. Schertz will serve as the employer of record for the General Manager and the Assistant General Manager. The General Manager and Assistant General Manager shall be considered Schertz employees for the purposes of payroll disbursement and all fringe benefits, including retirement, medical and life insurance, vacations, sick leave, holidays, and any other benefits normally extended to Schertz and Seguin employees. Costs incurred by Schertz for these benefits, and all salary for these two positions will be reimbursed by the SSLGC. The foregoing notwithstanding, Schertz may only hire, evaluate and/or terminate the employee who will provide General Manager services under this Agreement with the concurring vote of 2/3 of the entire board of directors of SSLGC.

6. The General Manager shall maintain records of SSLGC activities in accordance with the same state-mandated records retention schedule that is followed by Schertz.

7. The General Manager shall provide information on local, state, and federal permit and licensing requirements and act as a liaison between the SSLGC and other Schertz and Seguin departments.

III. COMPENSATION

A. Seguin. To compensate Seguin for the costs it will incur to perform the services described in this Agreement, SSLGC will reimburse Seguin the actual expenditures incurred, with the exception of Finance, HR and IT services, which will be a set annual fee paid quarterly, all not to exceed the SSLGC fiscal year 2024-2025 budgeted amounts.

B. Schertz. To compensate Schertz for the costs it will incur to perform the services described in this Agreement, SSLGC will reimburse Schertz the actual expenditures incurred, all not to exceed the SSLGC fiscal year 2024-2025 budgeted amounts.

C. Additional funding. Seguin and Schertz will have the right at any time during a fiscal year to seek additional reimbursement if the Cities reasonably determines that the budgeted amount is inadequate to compensate for the costs they incur on behalf of SSLGC in providing services under this agreement. Projected cash shortages resulting from unplanned costs related to the services to be provided under this agreement will be brought to the immediate attention of the SSLGC Board.

IV. RIGHT TO AUDIT

SSLGC Board or General Manager will have the right during normal business hours upon three business days' prior written notice, to audit, examine, or reproduce any or all books and records of Seguin and Schertz related to the performance of its duties under this agreement.

V. NOTICE

SSLGC
108 W. Mountain Street
Seguin, Texas 78155
(And designated as the location of the SSLGC Administrative Office)

CITY OF SEGUIN
205 N River St
Seguin, Texas 78155

CITY OF SCHERTZ
1400 Schertz Parkway
Schertz, Texas 78154

VI. TERMINATION

A. Generally. This Agreement may be terminated by Seguin, Schertz or SSLGC, in whole, or from time to time, in part, whenever such termination is determined by the Board or the Cities' Governing Body, as the case may be, to be in the best interest of SSLGC or the City. Termination will be effective ninety (90) days after delivery of Notice of Termination specifying to what extent performance or work under the Agreement has been terminated and specifying that the Agreement shall be terminated ninety (90) days after receipt by the notified party.

B. After receipt of a Notice of Termination Seguin and/or Schertz shall:

1. Stop work on the date as specified in the Notice of Termination to extent possible.

2. Place no further orders or subcontracts except as may be necessary for completion of the work not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination in so far as possible.

4. SSLGC shall pay expenses incurred through the date of termination.

VII. DISPUTE RESOLUTION

If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between designated representatives of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to litigation. Notwithstanding the foregoing, any Party may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such Party is entitled to equitable relief by law, the terms of the Agreement, or otherwise. All costs of mediation shall be assessed equally between the Parties with each party bearing their own costs for attorneys' fees, experts, and other costs of mediation and any ensuing litigation.

VIII. LIMITATION OF LIABILITY

The Cities of Seguin and Schertz shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the SSLGC in connection with this Agreement, and the SSLGC covenants and agrees, to the extent permitted by law, that the SSLGC shall be solely responsible, as between the SSLGC and the Cities of Schertz and Seguin for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the SSLGC or its respective contracted employees for whom Schertz is not the employer of record, agents, representatives, or assigns, in connection therewith.

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

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

IX. OFFICIALS NOT TO BENEFIT

No public official of the governing bodies of Seguin; Schertz; or SSLGC who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to the Agreement which affects

his personal interest, nor shall he have any personal or pecuniary interest direct or indirect in this Agreement or proceeds thereof.

X. AGREEMENT:

This Agreement shall constitute the sole agreement between the Cities of Seguin, Schertz, and SSLGC relating to the object of this Agreement and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

WITNESS our hands to this AGREEMENT this _____ day of _____, 2024.

SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION
108 W Mountain St
Seguin, Texas 78155

Jack Hamlett, President

CITY OF SEGUIN, TEXAS
205 N River St
Seguin, Texas 78155

Steve Parker, City Manager

ATTEST:

Heath Anders, Secretary

ATTEST:

Kristin Mueller, City Secretary

CITY OF SCHERTZ
1400 Schertz Parkway
Schertz, Texas 78154

Steve Williams, City Manager

ATTEST:

Sheila Edmondson, City Secretary

Agenda No. 6.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Public Works**
Subject:	**Resolution 24-R-112 – Authorizing the Temporary Water Supply Contract between Schertz Seguin Local Government Corporation (SSLGC) and Springs Hill Water Supply Corporation (SHWSC). (B.James/L.Busch)**

BACKGROUND

The SSLGC Board has approved a temporary Water Supply Contract between SSLGC and Springs Hill Water Supply Corporation (August 15, 2024) and Springs Hill Water Supply Corporation approved the contract as well (July 23, 2024). The SSLGC has an existing Regional Water Supply Contract with Springs Hill Water Supply Corporation for 840 ac-ft/yr. which expires August 30, 2043. This new temporary Water Supply Contract between SSLGC and Springs Hill Water Supply Corporation shall be effective for a period of five (5) years from the Effective Date for 1250 ac-ft/yr. Springs Hill Water Supply Corporation will pay the same O & M Rate and Water Lease Rate as the Cities of Schertz and Seguin under this new contract, as well as an annual debt service amount of $343,414.

GOAL

To authorize the Temporary Water Supply Contract between the Schertz/Seguin Local Government Corporation (SSLGC) and Springs Hill Water Supply Corporation (SHWSC).

COMMUNITY BENEFIT

The Temporary Water Supply Contract will ensure that the citizens and businesses of Schertz continue to receive excellent and vital water service at a more favorable rate.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of the Resolution authorizing the Temporary Water Supply Contract between the Schertz/Seguin Local Government Corporation and Springs Hill Water Supply Corporation.

RECOMMENDATION

Approval of Resolution 24-R-112.

Attachments

Resolution 24-R-112 with attachment

RESOLUTION 24-R-112

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE TEMPORARY WATER SUPPLY CONTRACT BETWEEN THE SCHERTZ SEGUIN LOCAL GOVERNMENT CORPORATION AND SPRINGS HILL WATER SUPPLY CORPORATION, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Schertz Seguin Local Government Corporation (SSLGC), the City of Schertz (Schertz), the City of Seguin (Seguin), and the Springs Hill Water Supply Corporation (Spring Hill WSC) have previously entered into a Water Supply Contract, which expires August 30, 2043, contemplating the sale of 840 acre-feet of water per year to Springs Hill WSC; and

WHEREAS, the Springs Hill WSC has requested additional temporary water supply from SSLGC in addition to the existing Water Supply Contract with this new Temporary Water Supply Contract (Exhibit A); and,

WHEREAS, the City staff of the City of Schertz has recommended that the City approve the agreement as adopted by the SSLGC Board of Directors on August 15, 2024; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Temporary Water Supply Contract to ensure that the citizens and businesses of Schertz continue to receive excellent and vital water service at a more favorable rate.

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

Section 1. The City Council hereby authorizes the Temporary Water Supply Contract between the Schertz Seguin Local Government Corporation and Springs Hill Water Supply Corporation as substantially proposed 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 _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Exhibit A

"TEMPORARY WATER SUPPLY CONTRACT"

TEMPORARY WATER SUPPLY CONTRACT
SPRINGS HILL WATER SUPPLY CORPORATION (1,250 Acre-Feet)

THIS TEMPORARY WATER SUPPLY CONTRACT (the "Contract") is dated and entered into as of the _____ day of _____, 2024 (the "Effective Date"), by and among the Schertz/Seguin Local Government Corporation (the "Corporation"), a non-profit corporation of the State of Texas, created and existing under the laws of the State, including the Texas Transportation Corporation Act, as amended, Texas Transportation Code Section 431.001 et. seq., the City of Schertz, Texas, a home-rule city ("Schertz"); the City of Seguin, Texas, a home-rule city ("Seguin"); and the Springs Hill Water Supply Corporation, a Texas non-profit water supply corporation under Texas Water Code, chapter 67 (the "Customer").

RECITALS

WHEREAS, Seguin and Schertz (collectively, the "Cities") have previously determined to authorize and approve the creation of the Corporation as their constituted authority and instrumentality to accomplish the specific public purpose of acquiring, constructing, improving, enlarging, extending, repairing, maintaining, and operating a water utility system, pursuant to the provisions of Chapter 552 of the Texas Local Government Code, as amended, and other applicable law; and

WHEREAS, the Cities, pursuant to Subchapter D of Chapter 431 (Sections 431.101-431.109) of the Texas Transportation Code and other applicable law, have authorized the creation of the Corporation for the purposes set forth in the Corporation's Articles of Incorporation, including the issuance of bonds to finance the costs of the water utility system; and

WHEREAS, each of the Cities and the Corporation have entered into a contract entitled "Regional Water Supply Contract," dated November 15, 1999 (the "Corporation/City Contract") which unconditionally obligates each of the Cities to pay one-half of the debt service on the Corporation's bonds and entitles each of the Cities to one-half of the water provided by the Corporation; and

WHEREAS, each of the Cities and the Corporation have entered into a Cost Allocation Agreement dated August 30, 2016 Relating to the Guadalupe Project, a copy of which has been provided to Customer; and

WHEREAS, each of the Cities and the Corporation have entered into a Tri-Lateral Agreement dated March 20, 2018 Relating to the Water Sales, a copy of which has been provided to Customer; and

WHEREAS, in order to deliver the water to which the Cities are entitled under the Corporation/City Contract and to other potential purchasers on a regional basis, the Corporation has constructed facilities, lines, booster pumps, treatment facilities, and

other appurtenances, acquired interests in property, and acquired regulatory approvals for the production of groundwater, and subject to regulatory approvals and financing plans to construct additional facilities and acquire additional rights to produce groundwater (the "Water System"); and

WHEREAS, the Cities and the Corporation have determined that the Corporation's Water System capacity can be increased by developing additional sources of water, along with related production, treatment, and transportation facilities; and

WHEREAS, Customer desires to obtain water from the Corporation for a temporary, five year period while it develops additional water supplies from other sources; and

WHEREAS, Customer has other options to obtain supplemental water to increase its water supply for the term of this Contract, and Customer has determined that obtaining water from Corporation and with the written consent of the Cities, is in Customer's best interest and that the terms and conditions of this Contract are fair and reasonable and that there is no disparate bargaining power between the Parties to this Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Corporation, the Cities, and the Customer mutually undertake, promise, and agree as follows:

ARTICLE I
DEFINITIONS; INTERPRETATIONS; AND EXISTING CONTRACTS

Section 1.01. Definitions. Capitalized words and phrases shall have the meanings assigned to them in the Corporation/City Contract, unless the context clearly requires otherwise.

Section 1.02. Interpretation. The caption headings of this Contract are for reference purposes only and shall not affect its interpretation in any respect. This Contract and all the terms and provisions shall be liberally construed to effectuate the purpose set forth herein and to sustain the validity of this Contract.

Section 1.03. Corporation/City Contract. Customer acknowledges receipt of the Corporation/City Contract and the Corporation/City Contract is incorporated by reference into this Contract as if set forth verbatim herein. Customer acknowledges the following: (i) that Customer has read the Corporation/City Contract and is familiar with all of its terms, (ii) that this Contract is subject and subordinate in all respects to the Corporation/City Contract. Customer agrees that nothing contained in this Contract will be deemed to grant to Customer any rights that would conflict with any of the covenants, terms, and conditions of the Corporation/City Contract, except as set forth in Section 1.04 of this Contract, relating to the subordination of the Cities' rights to

receive water. In the event of any inconsistencies between the terms of the Corporation/City Contract and this Contract, the terms of the Corporation/City Contract will control. To the extent applicable and except as expressly provided by this Contract or inconsistent with this Contract, the Customer shall have the same duties to the Corporation, the Trustee, and the holders of the Bonds relating to the Bonds as the Cities have to the Corporation, the Trustee, and the holders of the Bonds under the Corporation/City Contracts, but Customer shall not be obligated to pay the Annual Payment except as to the part of the rate paid to Corporation as provided by this Contract. Customer expressly acknowledges that it will take no action to adversely affect the tax-exempt status of the Corporation's bonds; and Corporation agrees that the quantity of water to be sold to Customer under this Contract does not adversely affect the tax-exempt status of the Corporation's bonds.

Section 1.04. Subordination of Cities' Rights. Under the Corporation/City Contract, Schertz and Seguin each have a right to receive fifty percent (50%) of the water produced by the Corporation from the Corporation's Water System. Subject to the terms and conditions of this Contract, Schertz and Seguin each subordinate their right to receive water in equal amounts from Corporation so that Corporation may supply water to Customer in accordance with this Contract. Schertz and Seguin shall each remain unconditionally obligated to pay Corporation the amount due under the Corporation/City Contracts, but the Corporation, Schertz, and Seguin acknowledge and agree that the amounts payable by Schertz and Seguin should be reduced by the Corporation's actual receipt of the amounts paid by Customer under this Contract, so as between Corporation, Schertz, and Seguin and for the purposes of Section 3.05 of the Corporation/City Contract, the amounts paid by Customer to Corporation shall be considered to be proportionate payments of the Annual Payments required to be paid by Schertz and Seguin under the Corporation/City Contract.

Section 1.05. Source of Water. Customer agrees that the source of the water supplied by the Corporation will be from the Corporation's wells and water treatment plant located in Guadalupe County, once those wells and treatment plant are functional and acknowledges and agrees that the rate for water from those facilities may be higher than the rates for water from the Corporation's facilities located in Gonzales County. Corporation may, but shall not have any obligation under this Contract or otherwise, to supply water to Customer from the Corporation's wells and treatment plant located in Gonzales County, Texas and existing as of the Effective Date of this Contract, unless (i) the Corporation is unable to fulfill its responsibilities and obligations to supply water to Customer from the Corporation's then-existing alternative sources of supply and (ii) the Corporation has water then-available that is projected to be in excess of the demands of customers under contracts with the Corporation entered into before the Effective Date of this Contract.

{Remainder of Page Intentionally Left Blank}

ARTICLE II
SPECIAL PROVISIONS

Section 2.01. Point of Delivery. The Point of Delivery will be at a location mutually acceptable to the Corporation and Customer. If said Point of Delivery is approved to be at the current Point of Delivery locale, this contracted volume of water will only become available after the completion of one or more new Ground Storage Tanks (GSTs).

Section 2.02. Required Improvements at Point of Delivery. Customer is required to construct, at its sole cost, all facilities and equipment to receive water from Corporation at the Point of Delivery. The design and construction of all facilities and equipment shall be subject to review and approval by Corporation's consulting engineer. Customer shall not start the construction or installation of any of the facilities or equipment until Corporation's consulting engineer has approved the plans and specifications for all of the facilities and equipment. Customer shall not approve any change order relating to the facilities and equipment unless and until Corporation's consulting engineer has reviewed and approved the change order. All facilities and equipment shall be designed in a new delivery point to SSLGC design standards, which comport with nationally recognized standards.

A. The facilities and equipment to be installed by Customer at the Point of Delivery must include the piping to the top of the Customer's existing ground storage tank so that the water flows through an air gap of at least the spacing required by the TCEQ or Corporation's consulting engineer. Customer shall not install any bypass or in-line booster pump between the connection to Corporation's transmission main and the air gap. The elevation of the top of the piping into Customer's ground storage tank shall not exceed forty (40) feet above an established ground surface elevation datum at that site and as specified by the Corporation's engineer.

B. Customer must complete the construction of the facilities and equipment at the Point of Delivery as a condition precedent to the Corporation's obligation to supply water to Customer pursuant to this Contract, but Customer is obligated to pay Corporation as described in this Contract beginning on the Effective Date of this Contract. If Customer receives water from Corporation without the required air gap, Customer shall be in breach of this Contract and Corporation may suspend delivery of water.

C. The required facilities and equipment shall specifically include, but not be limited to the facilities and equipment described in Sections 3.05 and 3.06, together with SCADA receiving and transmitting devices compatible with Corporation's SCADA system.

Section 2.04. Temporary Supply. This Contract is temporary, only for a five-year period of time. During the term of this Contract, Customer shall diligently develop alternative water supplies to replace the water that will be supplied under this Contract. Corporation shall have no duty under this Contract to continue to supply water to Customer when this Contract expires. Customers waives any right that Customer may have under the law to require Corporation to continue to supply water to Customer or to seek an order from a court or administrative agency requiring Corporation to continue to supply water to Customer after this Contract expires.

ARTICLE III
DELIVERY OF WATER

Section 3.01. Connection. Subject to the terms and conditions of this Contract, the Corporation will allow Customer to establish a connection of Customer's water system to the Corporation's Water System at the Point of Delivery.

Section 3.02. Delivery. The Corporation will deliver to Customer the water that is subject to the terms and conditions of this Contract at (or through) the Point of Delivery.

Section 3.03. Volume. The volume of water actually delivered by Corporation to the Customer under this Contract depends upon Customer's demand, but the amount of water delivered and the rate of delivery shall not exceed any of the following maximums:

Annual Maximum not to exceed 1,250 acre-feet (407,313,750 gallons);

Monthly Maximum:
April 1 thru September 30: not to exceed 67.4acre-feet (21,960,000 gallons)
October 1 thru March 31: not to exceed 161 acre-feet (52,416,000 gallons);

Daily Maximum:
April 1 thru September 30: not to exceed 720,000 gallons;
October 1 thru March 31: not to exceed 1,728,000 gallons;
and

Maximum Instantaneous:
April 1 thru September 30: not to exceed 500 gallons per minute.
October 1 thru March 31: not to exceed 1,200 gallons per minute.

Corporation will deliver the water to the Customer at the Point of Delivery at a minimum pressure of twenty pounds (20) per square inch, except during those times when repairs, maintenance, or improvements are being performed on Corporation's water system or as a result force majeure. Corporation shall not be obligated to deliver water

to the Customer at the Point of Delivery at a pressure exceeding twenty (20) pounds per square inch, regardless of the maximum instantaneous flow allowed by this Contract.

The SCADA for the flow meter needs to be owned and controlled by Corporation and if Customer wants its own meter with SCADA or to monitor the Corporation's meter via SCADA, Customer may do so at its sole cost, but the Corporation will control the flow and bill on Corporation's meter and SCADA.

Section 3.04. Notice of Projected Requirements. By April 1 of each year, Customer shall notify Corporation of how much water Customer expects to take each month for the twelve months beginning on the next October 1 (such twelve month period beginning on October 1 and ending on the subsequent September 30 is a "Contract Year"). If Customer fails to provide Corporation with notice of the expected quantity of water to be taken in the upcoming Contract Year by April 1, then the Parties agree that Customer has agreed that the expected quantity of water to be taken in the upcoming Contract Year is the maximum amount of water allowed under this Contract. Corporation shall not be obligated to deliver water to Customer in excess of the monthly amount unless Corporation has an additional supply available to deliver to Customer. To the extent that Customer's projected monthly demand for the upcoming Contract Year is less than the monthly maximum stated in Section 3.03 above, the Corporation may supply the excess to other persons for such upcoming Contract Year, provided such other person pays Corporation the Customer's portion of the debt service and fixed operation and maintenance charges allocated to the excess water, in which case Customer shall not be obligated to make such payment for such portion of water. Corporation shall have no duty to Customer, either express or implied, to market the excess water. For the Contract Year commencing on October 1, 2023, the Customer expects to take the maximum amount of water allowed under this Contract each month.

Section 3.05. Metering Station. At the Point of Delivery, the Customer at its own expense will obtain and maintain a site of sufficient size and configuration to install, operate, and maintain a valve, measuring, metering and recording devices, and other equipment or devices required by the Corporation (the "Metering Station"), together with a right of unrestricted ingress and egress to the Metering Station from the adjacent public roadways, electric power supply, and communication access. The location, size, and boundaries of the Metering Station and its location shall be subject to approval of the Corporation's Engineer.

Section 3.06. Metering Equipment. In accordance with this Section, at the Point of Delivery, the Customer at its own expense shall install and maintain all facilities and equipment required to receive water at the Point of Delivery. The materials and equipment required will be reasonably determined by the Corporation's Engineer. Corporation shall at its own expense review and approve the design, equipment and materials submitted by the Customer's Engineer. The valve(s) and meter(s), piping and equipment that are on the Corporation's side of the meter will become the property of

the Corporation. All such piping and equipment on the Customer's side of the meter shall remain the sole property of the Customer.

Section 3.07. Water Conservation, Drought Contingency, and other Required Plans. Customer shall cooperate with and assist Corporation in its efforts to develop and implement plans, programs, and rules to promote practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, or improve the efficiency in use of water. Corporation's obligations under this Contract shall be subject to water conservation plans, drought contingency plans, or any other plan adopted by Corporation and required or approved by the Texas Commission on Environmental Quality (the "TCEQ"), the Texas Water Development Board, or any other federal, state, or local regulatory authority with power to require or approve water conservation and drought contingency plans. As required by rules of the TCEQ in effect on the Effective Date of this Contract, Customer shall develop and implement a water conservation plan or water conservation measures using the standards established by the TCEQ. If required by order of the TCEQ, Corporation may be required to implement water conservation strategies and, if Corporation is so ordered, then Customer will cooperate and consent to Corporation's implementation of such water conservation strategies required by the TCEQ. As required by TCEQ rules in effect on the Effective Date of this Contract, in case of a shortage of water resulting from drought, the water to be distributed by Corporation to its Customers will be distributed in accordance with the provisions of this Contract, or to the extent required by law.

Section 3.08. Water Quality. The water that Corporation delivers to Customer shall be of the same quality of water that Corporation delivers to the Cities. Customer has satisfied itself that such water is suitable for its needs. The quality of water to be supplied and delivered by the Corporation must meet the quality criteria prescribed by the TCEQ Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems, 30 TAC Chapter 290, subchapter F.

Section 3.09. Title. The title to the water shall transfer from the Corporation to the Customer on the discharge side of the meter located at the Point of Delivery. To the extent permitted by law, each of the Parties hereto hereby agrees to save and hold each other Party hereto harmless from all claims, demands and causes of action which may be asserted by anyone on account of the transportation and delivery of said water while title remains in such Party.

Section 3.10. Approvals. Unless otherwise required by law, each consent, approval, or other official action required of the Customer, either of the Cities, or the Corporation by any provision of this Contract shall be deemed in compliance with this Contract when written evidence of such action, signed by the respective Authorized Representative (as defined in the Corporation/City Contract), is delivered to the Party who is to receive evidence of such action. The Customer and Cities will cooperate with the Corporation in the design, financing, acquisition, and construction of the Point of

Delivery and related facilities, and will not take any action or fail to take any action (including, without limitation, any exercise or denial of its consent or approval of any action proposed to be taken by the Corporation or any of its agents hereunder), if taking or failing to take such action, respectively, would unreasonably delay or obstruct the completion of the Point of Delivery by the Customer.

Section 3.11. Retail Use. Customer will not construct facilities for providing retail service or supply water to persons (as defined by state law) who will use the water outside Customer's service area as shown by the CCN maps on file with the TCEQ as of the Effective Date of this Contract. Customer will not supply water received under this Contract, directly or indirectly, to any other person (as defined by state law) who resells the water.

Section 3.12. Air Gap. The water delivered by the Corporation to the Customer will be delivered through an air gap into Customer's ground storage tank as required by Section 2.02.

Section 3.13. Additional Facilities. To the extent it is necessary for Corporation to modify the Corporation System to deliver water to Customer under this Contract, as determined by Corporation in its sole discretion, then Corporation will notify Customer in writing. Upon receipt of such notice, Customer may (i) make any such necessary modification(s) at Customer's sole cost, (ii) reduce the amount of Water delivered to Customer under this Contract in order to mitigate the need for such modification(s), (iii) coordinate with other water suppliers to find an alternative to which Corporation is also agreeable; or (iv) terminate this Contract for convenience in its sole discretion. Upon receipt of such notice from Corporation and until Customer either resolves the issue under the four options, above, or terminates this Contract, Corporation's obligation to provide water to Customer under this Contract shall be reduced to the maximum amount that Corporation, as determined in its sole discretion, can deliver to Customer without risk to the Corporation's Water System.

Section 3.14. Right of Access. During the term of this Contract, Customer grants Corporation a right of access upon Customer's property at or adjacent to the Point of Delivery for the purpose of observing compliance with this Contract. Corporation may exercise such right only during normal business hours after notice to Customer and Corporation will comply with Customer's customary safety requirements for access to the site.

ARTICLE IV
CUSTOMER PAYMENTS

Section 4.01. Connection Fee. Customer shall not be obligated to pay a connection fee.

Section 4.02. Monthly Payments.

A. Service Availability Charge. As consideration for the service to be provided to Customer under this Contract, beginning with the month after the Effective Date, Customer agrees to pay Corporation, on take or pay basis, a monthly service availability charge consisting of the following components:

1. one twelfth ($1/12^{th}$) of the annual charge based upon the rate specified in section 4.03 below, as periodically adjusted, expressed in a rate per thousand gallons, based upon 325,851 gallons per acre foot multiplied by the annual maximum of acre-feet stated in section 3.03 of this Agreement, whether or not Customer demands or receives any water from Corporation under this Contract; and

2. one twelfth ($1/12^{th}$) of the Customer's proportionate share (as described below) of the debt service on the Corporation's bonds issued to finance the Corporation's facilities located in Guadalupe County as follows: the water treatment plant, water production wells, and the pipelines, roads, and utility lines connecting the wells to the treatment plant;

Customer's proportionate share of the debt service shall be determined as follows: 1,250 acre-feet divided by the total number of acre-feet committed by Corporation from Corporation's Guadalupe water treatment plant to Customer and others. Corporation shall have not duty to market water from the Guadalupe water treatment plant to others or to shift production of water from Corporation's Gonzales water treatment plant to the Guadalupe water treatment plant.

Customer's monthly payments shall begin the first calendar month after the effective date of this Contract. Customer's proportionate share of annual debt service shall be pro-rated for the number of calendar months remaining in Corporation's fiscal year after the effective date.

B. Surcharge. Customer acknowledges that (i) Section 3.03 of this Contract specifies certain maximum rates of delivery; (ii) if Customer exceeds any of those specified maximum rates of delivery, then Corporation may not be able to satisfy the needs of its other Customers who are receiving water within their stated maximum rates of delivery; and (iii) the surcharge specified herein, depending upon the nature of the exceedance, may not allow the Corporation to recover its costs. For those reasons, Customer agrees that Corporation may, upon an exceedance the maximum rates of delivery and with prior written notice, restrict the rate of flow at the Point of Delivery to the maximum allowed by this Contract by means of restrictors or other physical means, or by controlling the rate of flow at the delivery point by using SCADA or other controls, unless the Parties agree otherwise or in the event of an emergency. Notwithstanding the foregoing, if at any time, the rate of withdrawal exceeds the allowed maximum quantity specified in Section 3.03 of this Contract, then the charge for the water taken shall be two times the then-applicable rate per thousand gallons, plus any charge or penalty imposed by any groundwater conservation district, unless the Parties agree otherwise.

C. Water Acquisition Fee. In order to compensate Corporation for reserving the 1,250 acre-feet per year for Customer, Customer shall pay Corporation an annual water acquisition fee, payable in monthly installments, the Corporation's projected, estimated, annual cost of procuring 1,250 acre-feet of water. The annual fee shall equal the total amount that Corporation paid landowners under water leases for 1,250-acre feet of water during the Corporation's prior fiscal year and that sum will be divided by twelve. During the Corporation's 2022-2023 fiscal year ending on September 30, 2023, Corporation paid approximately $ 161.95 per acre foot of water under all of its water leases. From the Effective Date of this Contract until September 30, 2024, Customer shall pay Corporation $ 16,869.79 per month. Beginning October 1, 2024, the amount of the water acquisition fee will be adjusted based upon the total water lease payments from October 1, 2023 until September 30, 2024.The same calculation shall be performed during each successive fiscal year during the term of the Contract.

Section 4.03. Rate.

A. The initial rate paid by Customer to Corporation shall equal the rate, including monthly debt service payments paid by Customer beginning on October 1, 2023 to $1.675 per thousand gallons for Operation & Maintenance and lease payment expenses, plus an annual debt service charge of $ 343,414 payable on a monthly basis. Corporation reserves the right to modify the rate and debt service amount from time to time. The rate will recover the costs of having the water available for use as Customer may require, up to the maximums stated in this Contract, specifically including but not limited to a proportionate share of the debt service and other deposits and transfers on the basis that the 1,250 acre feet per year bears to the total amount of water that Corporation is contractually committed to Customers and others, other than the City of Schertz and the City of Seguin to produce from Corporation's water treatment plant located in Guadalupe County. Such costs shall not include any costs of the capital improvements that are paid for by the Treatment Impact Fees.

B. The Corporation will use its best efforts to adjust rates once per year effective beginning October I, but the Corporation reserves the right to adjust rates from time to time and at any time the Corporation deems necessary to address costs that were not expected at the time the rates were set, such as an unexpected significant increase for electric power and chemicals, production, transportation, or other fees assessed by local groundwater districts or the State, or water lease payments. The Corporation will provide Customer with as much notice of a rate change as may be practical under the circumstances.

C. Customer acknowledges that Corporation may include Customer in a separate Customer class from Schertz and Seguin because Schertz and Seguin are unconditionally obligated to pay the debt service on the Corporation's Bonds outstanding on the Effective Date of this Contract. **Customer specifically acknowledges that for the services and water obtained by Customer from Corporation under this Contract, the rate methodology allows the Corporation to**

recover an amount based upon a percentage of the net capital cost of the project from which the water supplied to Customer is obtained, characterized and referred to in this Contract as a risk premium payable by the Customer to the Corporation that is remitted or credited to the Cities in equal amounts, and to recover as a cost of service an amount to be used as a capital outlay for future water supply is fair and reasonable.

Section 4.04. Due Date. The monthly charges for a month shall be paid in full on or before the twentieth day of the next month.

Section 4.05. Other Charges. In the event any sales or use taxes, or taxes, assessments, production fees or charges of any similar nature are imposed on production, storing, delivering, gathering, impounding, taking, selling, using, or consuming the water received by Customer from the Corporation, the amount of tax, assessment, or charge shall be borne by Customer, in addition to all other charges, and whenever Corporation shall be required to pay, collect, or remit any tax, assessment, or charge on water received by Customer, then Customer shall promptly pay or reimburse Corporation for the tax, assessment, or charge in the manner directed by Corporation.

Section 4.06. Default in Payments. All amounts due and owing to Corporation by Customer shall, if not paid when due, bear interest at the Texas post-judgment interest rate under Texas law from the date when due until paid, provided that such rate shall never be usurious or exceed the maximum rate as permitted by law as set forth in Chapter 1204, as amended, Texas Government Code. If any amount due and owing by Customer to Corporation is placed with an attorney for collection, Customer shall pay to Corporation, in addition to all other payments provided by this Contract, including interest, Corporation's collection expenses, including court costs and reasonable attorneys' fees. Corporation shall, to the extent permitted by law, suspend delivery of water to Customer if Customer remains delinquent in any payments due hereunder for a period of sixty (60) days, and shall not resume delivery of water while Customer is so delinquent. Corporation may pursue all legal remedies against Customer to enforce and protect the rights of Corporation, the other Parties, and the holders of Corporation's bonds. It is understood that the foregoing provisions are for the benefit of the holders of Corporation's bonds.

Section 4.07. Pledge of Gross Revenue. Unless Customer has caused this contract to be approved and authorized by an election conducted by Customer pursuant to Texas Local Government Code, section 552.018(d) or other applicable law, Customer represents and covenants that all payments to be made by it under this Contract shall constitute reasonable and necessary "operating expenses" of its utility system, and that all such payments will be made from the gross revenues of its utility system. Customer represents and has determined that the water supply to be obtained from Corporation is absolutely necessary and essential to the present and future operation of its utility system, and, accordingly all payments required by this Contract to be made by Customer shall constitute reasonable and necessary operating expenses of Customer's utility system as described above with the effect that the

obligation to make such payments from gross revenues of such utility system or systems shall have priority over any obligation to make any payments from such revenues, whether of principal, interest, or otherwise, with respect to all bonds or other obligations heretofore or hereafter issued by Customer. Customer agrees throughout the term of this Contract to continuously operate and maintain its utility system and to fix and collect such rates and charges for utility services to be supplied by its utility system as will produce gross revenues in an amount equal to at least all of its payments under this Contract.

Section 4.08. Payment under Protest. If Customer at any time disputes the amount to be paid by it to Corporation, Customer shall nevertheless promptly make the disputed payment or payments, but if it is subsequently determined by agreement or court decision that the disputed amount paid by Customer should have been less, or more, Corporation shall promptly revise the monthly payment in a manner that Customer, or Corporation, will recover the amount due or credit the overpayments by Customer.

Section 4.09. Customer Acknowledgments. By signing this Contract, Customer stipulates and agrees that Corporation and its other customers will be prejudiced if Customer avoids the obligation to pay the rates for water specified in this Contract while accepting the benefits of obtaining water from Corporation. Nothing in this Contract shall be construed as constituting an undertaking by Corporation to furnish water to Customer except pursuant to the terms of this Contract.

ARTICLE V
TERM OF CONTRACT, REMEDIES, AND INDEMNITY

Section 5.01. Term. This Contract shall be effective as of the Effective Date and shall continue in effect for a period of five (5) years from the Effective Date. This Contract may continue past such initial term for successive terms of one year each unless at least one hundred-twenty (120) days prior to the beginning of each such one-year term, including the first such one-year term, the Corporation, Customer, Schertz, or Seguin gives written notice to not extend this Contract.

Section 5.02. No Surviving Obligations. Upon termination, neither Customer nor Corporation will have any obligation to the other, except for payments due by the Customer to the Corporation at the time of termination.

Customer hereby acknowledges and agrees that it is obligated to develop alternate or replacement supplies of water prior to the expiration of the Term or any mutually agreed upon additional one-year period(s). Customer acknowledges that the supply of water pursuant to this Contract is for a specified term of years and that SSLGC will need the water provided hereunder to meet the Cities' future water supply needs. Neither Party shall be obligated to extend this Contract or enter into another water agreement for the benefit of the other Party.

Upon expiration of this Contract, SSLGC may close the valve at the Point of Delivery and after the valve is closed, it may not be reopened without the agreement of SSLGC, except as necessary to disconnect the Parties' Systems.

Section 5.03. Remedies. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination and damages) existing at law or in equity may be availed of by any Party hereto and shall be cumulative. Recognizing, however, that failure in the performance of any Party's obligations hereunder could not be adequately compensated in money damages alone, each Party agrees in the event of any default on its part that each Party shall have available to it the equitable remedy of mandamus and specific performance, in addition to any other legal or equitable remedies (other than termination and damages) which also may be available to each Party.

Section 5.04. Notice of Default Required. In the event a Party breaches any of its material obligations under this Contract, the other Party may provide the defaulting Party with written notice of the breach specifying the breach relied upon. The breaching Party will have the opportunity to cure the breach within (i) ten (10) business days from receipt of notice, if the breach is a monetary breach, or (ii) thirty (30) days after receipt of notice, if the breach is non-monetary; provided, however, if the breach results in a Party not being able to obtain water pursuant to this Contract, then the breaching Party shall cure the breach as soon as practical but no longer than twenty-four (24) hours. However if a non-monetary breach that does not result in the non-breaching Party being unable to take delivery of Water under this Contract cannot reasonably be cured within the 30-day period, the breaching Party will have a longer period of time, as reasonably necessary, to cure the breach, so long as the breaching Party commences to cure within the 30-day period and prosecutes the cure to completion with commercially reasonable diligence, and in any event, within ninety (90) days following receipt of the original notice. In addition to the other provisions of this Section 7.01, in the event Springs Hill has failed to timely pay Corporation in full as required under this Contract, then Corporation shall have the right, at its sole option, and without liability to Springs Hill, to cease providing water to Springs Hill at the Point of Delivery until Springs Hill makes the payment to Corporation in full.

Section 5.05. Non-Binding Dispute Resolution. If any dispute between the Parties cannot be resolved to the mutual satisfaction of the Parties after meeting to resolve the dispute, then within three (3) business days following the notice to the other Party of the dispute, each Party to the dispute shall appoint an engineer with a minimum of ten (10) years' experience in designing or operating water systems in the greater San Antonio metropolitan area who shall confer and attempt to mutually agree upon a resolution of the disputed matter within ten (10) business days following their appointment. If the appointed engineers mutually agree on a resolution of the matter, the Parties agree to bring the agreed resolution to their governing bodies for approval. In the event that the appointed engineers cannot mutually agree on a resolution of the dispute, then within three (3) business days following the expiration of such ten-business-day resolution period, the engineers shall mutually appoint a

disinterested engineer with a minimum of ten (10) years' experience in designing or operating water systems in the greater San Antonio metropolitan area that is not then employed by any Party to determine such matter within seven (7) business days following appointment. If the appointed engineers mutually agree on a resolution of the matter, the Parties agree to bring the agreed resolution to their governing bodies for approval. In the event of disputes relating to the appropriate amount of any cost, other than the rate adopted pursuant to this Contract, the dispute will be resolved with respect to comparable costs for comparable labor, materials or services rendered in connection with projects of comparable size. The Parties agree to implement the non-binding dispute resolution procedures provided for in this Section 5.05 prior to any Party exercising any of the applicable remedies provided for in Section 5.03 or 5.04, unless the dispute involves an emergency.

ARTICLE VI
METERING AND MEASUREMENT

Section 6.01. Unit of Measurement. The unit of measurement for water delivered hereunder shall be 1,000 gallons of water, U. S. Standard Liquid Measure.

Section 6.02. Measuring Equipment. In accordance with Sections 3.05 and 3.06 of this Contract, the Customer shall, at Customer's expense, furnish, install, operate and maintain the necessary electronic or other equipment and devices of standard type for measuring properly the quantity of water delivered at the Point of Delivery under this Contract. Such meter or meters and other equipment so installed shall remain the property of the Corporation. The Customer shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by the employees or agents of the Corporation. For the purpose of this Contract, the original record or reading of the meter or meters shall be the journal or other record book of Corporation in its office in which the records of the employees or agents of the Corporation who take readings are or may be transcribed. Upon written request of Customer, the Corporation will give the Customer a copy of such journal or record book, or permit the Customer to have access to the same in the office of the Corporation during reasonable business hours.

The Corporation shall test its meters annually, and if requested in writing by Customer to do so, in the presence of a representative of the Customer .The Parties shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary, and if the check meters hereinafter provided for have been installed, the same shall also be calibrated by the Customer in the presence of a representative of Corporation and the Parties shall jointly observe any adjustment in case any adjustment is necessary. If the Customer shall in writing request Corporation to calibrate its meters and Corporation shall give the Customer notice of the time when any such calibration is to be made and a representative of the Customer is not present at the time set, the Corporation may proceed with calibration and adjustment in the absence of any representative of the Customer.

If either Party at any time observes a variation between the delivery meter or meters and the check meter or meters, if any such check meter or meters shall be installed, such Party will promptly notify the other Party, and the Parties hereto shall then cooperate to procure an immediate calibration test and joint observation of any adjustment and the said meter or meters shall then be adjusted to accuracy. Each Party shall give the other Parties forty-eight (48) hours' notice of the time of all tests of meters so that the other Parties may conveniently have a representative present.

If upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of accuracy limits as established in AVWVA Manual 6 – Testing of Meters, registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (½) of the time elapsed since the last date of calibration. If for any reason any meters are out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered during the period such meters are out of service or out of repair shall be estimated and agreed upon by the Parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) by estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

The Customer may, at Customer's option and expense, install and operate a check meter to check each meter installed by Corporation, but the measurement of water for the purpose of this Contract shall be solely by the Corporation's meters, except in the cases hereinabove specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Corporation, but the reading, calibration and adjustment thereof shall be made only by the Customer, except during any period when a check meter may be used under the provisions hereof for measuring the amount of water delivered, in which case the reading, calibration and adjustment thereof shall be made by Corporation with like effect as if such check meter or meters had been furnished or installed by Corporation.

If Customer requests Corporation to test the Corporation's meter, either more frequently than once every year required by this Section or because the Corporation's meter and the Customer's check meter show different readings, the Customer will pay the cost of the test if the test shows that the meter is accurate (within accuracy limits as established in AWWA Manual 6 – Testing of Meters), but if the test shows that the meter is not accurate (in excess of accuracy limits as established in AWWA Manual 6 – Testing of Meters), then Corporation will pay the costs for conducting the test.

ARTICLE VII

GENERAL PROVISIONS

Section 7.01. Participation by the Parties. The Parties to this Contract each represent to the others that it is empowered by law to execute this Contract and other agreements and documents as are or may hereafter be required to accomplish the same; and that its execution of this Contract have been duly authorized by action of its governing body.

Section 7.02. Force Majeure. If by reason of Force Majeure any Party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, then if such Party shall give notice and full particulars of such Force Majeure in writing to the other Party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, blue northers, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, inability on the part of the Corporation to deliver water for any reason, or on account of any other causes not reasonably within the control of the Party claiming such inability.

Section 7.03. Modification. No change, amendment, or modification of this Contract shall be made or be effective that will affect adversely the prompt payment when due of all money required to be paid by the Customer under the terms of this Contract.

Section 7.04. Addresses and Notice. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any Party to the other parties must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, addressed to the Party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the Corporation:

General Manager
Schertz/Seguin Local Government Corporation
108 W. Mountain
Seguin, Texas 78155

If to the Customer:

General Manager
Springs Hill Water Supply Corporation
P.O. Box 29
Seguin, Texas 78156

If to the Cities:

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

City Manager
City of Seguin, Texas
210 East Gonzales
Seguin, Texas 78155

The Corporation, the Customer, and the Cities hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Parties.

Section 7.05. State or Federal Laws, Rules, Orders, or Regulations. This Contract is subject to all applicable federal and State laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction. The Customer, the Cities, and the Corporation represent that, to the best of their knowledge, no provisions of any applicable federal or State law, nor any permit, ordinance, rule, order, or regulation of either Party will limit or restrict the ability of either Party to carry out their respective obligations under or contemplated by this Contract.

Section 7.06. Severability. The Parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or

unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Contract or the application of such actions, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

Section 7.07. Waiver. Notwithstanding anything to the contrary contained in this Contract, any right or remedy or any default hereunder, except the right of the Corporation to receive the payments from the Customer, which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of such default. No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto or of the performance by any other party of any duty or obligation hereunder shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 7.08. Venue. All amounts due under this Contract, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Guadalupe County, Texas, which is the County in which the principal administrative offices of the Corporation are located. It is specifically agreed among the parties to this Contract that Guadalupe County, Texas, is the place of performance of this Contract; and in the event that any legal proceeding is brought to enforce this Contract or any provision hereof, the same shall be brought in Guadalupe County, Texas.

Section 7.09. Succession and Assignment. This Contract is binding on and inures to the benefit of the Parties hereto and their respective successors, representatives, and assigns. This Contract may not be assigned by any Party hereto without prior written notice to and approval by the other parties, which consent may be withheld without cause; provided however, the Customer may assign all of its rights under this Contract to the Springs Hill Special Utility District. The provisions of this Section do not affect the assignment of the Corporation's rights under this Contract to the Trustee.

Section 7.10. Entire Contract. This Contract constitutes the entire agreement among the Parties with respect to the matters described herein.

Section 7.11. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of Texas, and the obligations, rights, and remedies of the Parties hereunder shall be determined in accordance with such

laws without reference to the laws of any other state or jurisdiction, except for applicable federal laws, rules, and regulations.

Section 7.12. Counterparts. This Contract may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 7.13. Officers and Agents. No officer or agent of Corporation and the Cities, or Customer is authorized to waive or modify any provision of the Contract. No modifications to or rescission of this Contract may be made except by a written document signed by Corporation's, the Cities', and Customer's authorized representatives.

Section 7.14. Recitals. The Cities, the Customer, and the Corporation agree that the recitals in this Contract are true and correct and are incorporated into the terms of this Contract.

Section 7.15. Approval by Parties. Attached as Exhibit "A" are the official actions of Schertz, Seguin, and the Corporation evidencing approval of and consent to this Contract as required by the terms of the Corporation/City Contract.

Section 7.16. Condition Precedents. The Corporation's, Schertz', and Seguin's obligations in this Contract are contingent upon approval of this Contract by the Corporation, Schertz, and Seguin.

Section 7.18. No Third-Party Beneficiary. No Partnership. This Contract is not intended to confer any rights, privileges or causes of action upon any third party. The relationship of the Parties under this Contract is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties shall be an independent contractor relationship. No Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Parties.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly effective as of the day and year first above written, regardless if any Party's governing body approves this Contract after the stated Effective Date or whether a Party's representatives signs this Contract after the stated Effective Date.

SPRINGS HILL WATER SUPPLY CORPORATION

By: _____
James Martin
President, Board of Directors

Attest:
_____
Bernie Mueller
Secretary, Board of Directors

SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION

By: _____
Jack Hamlett
President, Board of Directors

Attest:
_____
Heath Anders
Secretary, Board of Directors

[Remainder of Page Intentionally Left Blank]
Additional Signature Pages to Follow

CITY OF SCHERTZ, TEXAS

By: _____
Ralph Gutierrez
Mayor

Attest:

_____
Sheila Edmondson
City Secretary

Approved as to form:

_____
City Attorney

(DTRG 298314)

CITY OF SEGUIN, TEXAS

By: _____
Donna Dodgen
Mayor

Attest:

_____
Kristin Mueller
City Secretary

Approved as to form:

_____
City Attorney

(DTRG 298314)

Agenda No. 7.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Facility & Fleet**
Subject:	**Resolution 24-R-111 - Authorizing the City Manager to enter into an agreement for custodial cleaning service contracts with Ecobrite (B.James/D.Hardin/C.Lonsberry)**

BACKGROUND

The City is on the last year of a five (5) year contract for cleaning services. A new cleaning contract needs to be established with a company that will meet the City's requirements for daily cleaning of occupied City buildings.

The City issued a solicitation for proposal (RFP) from qualified firms with demonstrated competence and experience in commercial building cleaning. Eleven (11) proposals were received in response to the solicitation. Proposals were reviewed by key City stakeholders and scored based on criteria including cost, proposer's experience, qualifications, reputation, quality of proposed services and responsiveness of the proposal. The City recommends awarding the contract to the highest ranked firm, EcoBrite Services, LLC.

GOAL

To obtain authorization from City Council to enter into a contract with a cleaning company to perform daily cleanings, routine periodic cleanings, and emergency/on-call cleaning for biological messes to ensure the area is professionally cleaned and sanitized.

COMMUNITY BENEFIT

City buildings will be clean and presentable every day and the city staff can focus on other duties as the cleaning is being done by professionals. The restrooms and other areas will be professionally cleaned to prevent the spread of disease whenever there is a biological mess that needs to be cleaned and sanitized.

SUMMARY OF RECOMMENDED ACTION

City staff recommends approving a cleaning contract with EcoBrite Services LLC that will expire at the end of FY 26-27 with the option to renew the contract for two (2) extensions of one (1) year each.

FISCAL IMPACT

Funds are available and approved through base budget for Facilities for FY 24-25. A yearly cleaning contract with EcoBrite Services LLC will cost the city $136,331.04 per FY, with a fee of $56.78 per hour for emergency biological cleanup. This is a significant cost savings (approximately $70,000/year) from our current contract.

RECOMMENDATION

Approval of Resolution 24-R-111.

Attachments

Resolution 24-R-111 with attachments
RFP 2024-013 Custodial Services Bid Tab

RESOLUTION NO. 24-R-111

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A CONTRACT WITH ECOBRITE SERVICES FOR CLEANING SERVICES AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Schertz (the "City") requires cleaning of its occupied buildings to meet typical cleaning needs; and

WHEREAS, City staff needs to enter into a new contract due to the previous contract expiring; and

WHEREAS, the Facilities Maintenance Department solicited proposals from qualified vendors for commercial cleaning services; and

WHEREAS, after extensive analysis of the responses provided by each of the eleven (11) prospective vendors, City staff is confident EcoBrite can provide the best service at the best value; and

WHEREAS, the City of Schertz will fund the cleaning services provided by EcoBrite through the approved 2024-2025 annual budget.

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

Section 1. The City Council hereby authorizes a contract substantially as to form in Exhibit A with EcoBrite Service for commercial cleaning services at all City owned facilities.

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 _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

EXHIBIT A

Custodial Services Agreement with

EcoBrite Services

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and EcoBrite Services ("Contractor").

Section 1. Duration
This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2027 with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work

(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".

(B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.

(C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation

(A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit "A" and as provided herein.

(B) *Billing Period.* Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Contractor's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

(D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

(1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

(3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.

(4) To the extent there is a conflict of this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

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

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

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

carrying out the work involved in this Agreement. The general aggregate shall be no less than $2,000,000.

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

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

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

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

Section 6. Miscellaneous Provisions

(A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker’s compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

(C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work

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

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

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company,

or affiliate of those entities or business associations that exists to make a profit.

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

(H) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to perform the obligations of the Contractor regarding such facilities. Contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

Section 7. Termination

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Contractor and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than ten (10) days written notice to the Contractor.

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

Section 8. Indemnification

CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE CITY OF SCHERTZ, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING

ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER ACTUAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL), OF ANY CONCEIVABLE CHARACTER, FOR INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE WORK OR GOODS PERFORMED OR PROVIDED BY CONTRACTOR – EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

Section 9. Notices

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

The paragraph headings contained in this Agreement are for convenience only and shall in no way

enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

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

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under

this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

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

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

Certificate of Interested Parties

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

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

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

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

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

CITY:	**CONTRACTOR:**
By: _____	By: _____
Name: Steve Williams	Name: _____
Title: City Manager	Title: _____

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz Attn: Steve Williams, City Manager 1400 Schertz Parkway Schertz, Texas 78154	

Exhibit “A”

SCOPE OF WORK

The contractor shall provide all labor, materials and equipment to perform cleaning services of the municipal building listed below:

LIBRARY	MON-SUN	30,000 SQFT	798 Schertz Pkwy
CITY HALL	MON-FRI	11500 SQFT	1400 Schertz Pkwy, Bldg 1
ADMINISTRATION	MON-FRI	9500 SQFT	1400 Schertz Pkwy, Bldg 2
COMMUNITY CENTER	MON-FRI	4500 SQFT	1400 Schertz Pkwy, Bldg 3
COUNCIL CHAMBERS	MON, WED, FRI	5500 SQFT	1400 Schertz Pkwy, Bldg 4
Police Department	7 DAYS PER WEEK	15,640 SQFT	1400 Schertz Pkwy, Bldg 6
Fire Department	MON-FRI	11,960 SQFT	1400 Schertz Pkwy, Bldg 7
EMS Department	MON-FRI	9,640 SQFT	1400 Schertz Pkwy, Bldg 8
EMS & Purchasing	MON-FRI	3,480 SQFT	1400 Schertz Pkwy, Bldg 9
ANIMAL SERVICES	MON-FRI	3000 SQFT	800 Community Circle
PUBLIC WORKS	MON-FRI	6000 SQFT	10 Commercial Place Bldg 2
PARKS	MON, WED, FRI	2200 SQFT	10 Commercial Place Bldg 1
Engineering	MON, WED, FRI	2200 SQFT	11 Commercial Place, Bldg 2
FLEET	MON, WED, FRI	2200 SQFT	27 Commercial Place

City of Schertz Furnished Supplies

- Paper goods (toilet tissue, tissue paper, paper towels, toilet seat covers)
- Soaps (antibacterial, liquid, sanitizers and dishwashing soap
- Trash can liners
- Deodorant and urinal blocks or screens
- Air fresheners

Contractor Furnished Supplies

- Cleaning materials and chemicals
- Cleaning tools (mops, brooms, etc.,)
- Contractor shall use separate sets of cleaning equipment for bathrooms, kitchens/breakrooms, and other areas to avoid cross-contamination.

Regular Maintenance Schedule for Kitchen/Breakroom/Sink Areas

Frequency Description: (D) is Daily and (W) is Weekly

- D - Clean all counters, sinks, and cupboards with antibacterial cleaner.
- D - Wipe down all tables and chairs.
- D - Empty and rinse all coffeepots.
- D - Turn off and wipe down coffee machines and clean coffee spills.
- D - Wipe down refrigerators, ranges, microwaves, and vending
- machines.
- D - Dust mop hard tile floors.
- D - Vacuum carpeted floors.
- D - Wet mop hard tile floors with germicidal disinfectant, using separate mop and cleaning solution from other areas.
- W - Clean walls, particularly around drinking fountains and coffee machines.

General Facility Cleaning Requirements

Daily Services

The following services shall be performed daily by the contractor according to the building schedule:

- Sweep all flooring using dust-down preparation; damp mop all flooring in entrance foyers.
- Vacuum all carpeted areas and rugs, moving light Furniture other than desks, file cabinets, etc.
- Spot clean carpets as needed for stains under 5 inches in diameter.
- Empty, clean and damp dust all wastepaper baskets.
- Maintain Resilient Floors.
- Sweep and mop.
- Remove spillage.
- Remove gum, tar and other materials.
- Maintain Janitor Closets.
- Clean sink or basin.
- Remove waste and place for disposal.
- Sweep and mop floors as necessary.
- Maintain organized supply cabinets and/or shelves.
- Maintain Lavatories.

- Sweep and mop all flooring with disinfectant cleaner.
- Wash and polish all mirrors, powder shelves, bright work, enameled surfaces, etc., including but not limited to, flush-o-meters, piping and toilet seat hinges.
- Wash and wipe dry both sides of all toilet seats.
- Wipes clean all toilet tissue, soap, towel and sanitary napkin dispensers and disposable units.
- Wash all basins, bowels and urinals, and disinfect.
- Wash all partitions, dispensers and receptacles using City of Schertz approved proper disinfectant.
- Empty wastepaper and refuse in a designated area.
- Restock all dispensers with City provided consumables.
- Dust and wipe clean cleared horizontal surfaces and windowsills.
- Clean and polish all water fountains
- Remove all fingerprints, scuff marks and chewing gum wherever found.

Monthly Services
The following services shall be performed monthly for all buildings:

- Dust all pictures, frames, charts, graphs and similar wall hangings not reached in nightly cleaning.
- Dust all vertical surfaces such as partitions, ventilating louvers, fresh air register grills and others not reached in daily cleaning.
- Dust all mini and/or vertical blinds.

Emergency Cleaning for Biological Cleanup
- The contractor shall be available for on-call emergency biological cleanup for blood or other bodily substances/fluids to ensure proper cleaning and disinfecting as needed to prevent the spread of germs and/or diseases. This will be considered an additional service and separate fees outside the normal cleaning will be authorized.
- The contractor shall be solely responsible for ensuring personnel conducting a biological cleanup are provided with effective equipment to perform the task in accordance with OSHA Guidelines.
- The contractors' rate for this service shall be included in the cost proposal.

Entrance Lobby
Daily Services
The following services shall be performed daily by the contractor according to the building schedule:
- Sweep and mop flooring
- Clean all glass entrance doors
- Empty and clean trash containers. Reline with container liner
- Clean cigarette urns
- Clean lobby area and area outside the front door up to twenty (20) feet for loose debris
- Vacuum runner carpets

General Contractor Requirements

- All work done for the Schertz Library shall be performed during non-business Library hours as directed.
- Access to all City buildings shall be coordinated with Facility Services staff
- Contractor shall ensure that exterior doors remain locked while work is performed and that only authorized individuals are on premises
- Contractor shall only use lighting provide and not override automated lighting controls
- The City shall approve all chemicals used in City buildings prior to Contractor's use.

Contractor Staff Requirements

- Be at least eighteen (18) years of age
- Pass a pre-employment drug screening
- Pass a nationwide criminal background check to include Sex Offender Registry and county criminal record searches based on all known addresses in past ten (10) years to be performed by the City of Schertz
- Contractors working in the Animal Care Services Building will be required to pass a CJIS Criminal Background Check
- Have reference checks performed
- Contractor shall provide uniforms for all staff working on City Property which displays the Contractors company logo. Uniforms shall be worn during the performance of work.
- Identification Badging: The City will issue identification badging which will provide electronic access to facilities. Contractors shall always wear and have badges visible to City staff while working. The contractor is responsible for ensuring the security of all issued badges and returning badges to the City when staff will no longer be performing services. The contractor will report all loss or theft of badges as soon as possible within twenty-four (24) hours after loss of badge.

Official City Holidays and Non-Workdays

City facilities are closed on the following City Holidays and no service will be performed:

New Years Day	Martin Luther King Jr Day	Presidents Day
Easter Sunday	Memorial Day	Independence Day
Labor Day	Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day	

If any of the above non-workdays falls on a Saturday, City offices will be closed the preceding Friday. For holidays falling on Sunday, excepting Easter, City offices will be closed the following Monday. If any holiday falls on a day preceding a Friday or follows a Monday, then the Friday or Monday will also be considered a day for which City offices are closed.

For Non-Scheduled Emergencies which require closure of Fleet & Facilities, Public Works, Council Chambers, Chamber of Commerce and that cleaning services will not be performed, the City will attempt to notify Contractor as soon as possible.

Property Access

- Parking: Contractor shall park in the general area where public parking is provided for all to use.
- Building Access: Contractor shall enter the buildings in the following manner:
- Library: On the west side of the complex entering the office/staff area
- Fleet & Facilities, and Public Works: thru the main and side entrances
- Chamber of Commerce and Council Chambers must be entered through the main entrance of the facility. City Staff will open Council Chambers on the days of service.
- Animal Care Services enter through the main entrance in the front
- City Hall and Administration: Contractor shall enter on the doors facing the south end of both facilities

Permitted Work Locations and Times

- Schertz Library: Contractor shall start work within and remain in the office and staff areas until the later time at which all library patrons (excluding staff) have departed the building or 8:30 P.M. (Monday through Thursday) and 6:30 P.M. (Friday through Sunday). After these conditions are met, the Contractor may proceed to perform services to the remaining areas of the Library facility.
- Animal Care Services: Contractor shall start work before 9:00am.
- For the Fleet & Facilities, Public works, Chamber of Commerce, and Council Chambers the Contractor shall start work within the regular business hours of operation of the City of Schertz from 8:00am to 5:00pm. The hours designated for cleaning services will start at 10:00am until finished with assigned buildings for the day
- City Hall & Administration: Contractor shall start work no earlier than 6am and no later than 6pm.
- Start and stop times are subject to change with a minimum of 3 days' notice to the contractor.

Communication

The Contractor shall communicate through group email format, which will be provided by the City. The guidelines for this communication are stated below:

- Contractor shall communicate through group email all information related to the facility and/or the services being provided. Contractor shall have a maximum time of24-hours from the day of service provided, if a problem occurs or exists, to notify the City unless otherwise noted in this contract.
- Library staff will provide feedback as related to the service of this contract through the group email provided by the City within a maximum time of 24-hours from day of service provided, if a problem occurs or exists, to notify Contractor and Facility Services.
- Facility Services will be main point of contact with Contractor to provide feedback and any correspondence with Contractor and/or Library staff as it relates to the terms of this contract.
- If for any reason email communication cannot occur, all parties must use any available means or resource available that can reasonably be accommodated.

Safety Plan

The following Safety Plan is for the protection of persons and property affected by the services performed under this agreement:

- The Contractor shall create, maintain, and supervise conditions and programs to facilitate and promote safe execution of the Work, and shall supervise the Work with the attention and skill required to assure its safe pcrfo1mancc. Safety provisions shall conform to OSHA requirements and all other federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these conditions are in conflict, the more stringent requirement shall be followed.
- The Contractor shall employ methods, safety precautions, and protective measures that will reasonably prevent damage, injury or loss to:
- The public, in general; patrons, visitors, and guests and City employees and
- Materials and equipment or other prope1ty located within or part of the City facilities.
- The Contractor shall promptly notify and remedy of damage and loss to property, caused in whole or in part by the fault or negligence of the Contractor, or anyone for whose acts they may be liable as provided below:
- Non-Emergency - Notifications of any damage or loss of property should be reported within a 24-hour period for any non-critical item, element, or condition that does not place any potential risk to personal safety and/or potential damage to property that exists or occurs during any time of work being performed.
- Emergency - Contractor shall notify City immediately if any damage or loss of prope1ty that places any potential risk to personal safety and/or prope1ty exists or occurs during the time of work being performed.
- The Contractor shall provide the City all information related to all necessary Personal Protection Equipment (PPB) provided to their staff: any and all Safety Data Sheets (SDS) on cleaning materials and/or chemicals used or to be used in the performance of the scope of services.
- The Contractor must maintain safety of operations and provide any other reasonable safeguards including but not limited to; warnings against hazards as may be required for safety, any protection during performance of the work, and shall notify the City and users of any work site conditions that may exist or arise which may jeopardize their safety.

PRICING SCHEDULE

Library (Seven (7) Cleanings Per Week)
Rate per Cleaning $96.03
Weekly Rate $672.23
Monthly Rate $2,912.98

Public Works (Five (5) Cleanings Per Week
Rate per Cleaning $28.33
Weekly Rate $141.65
Monthly Rate $613.82

Parks (Three (3) Cleanings Per Week)
Rate per Cleaning $28.33
Weekly Rate $84.99
Monthly Rate $368.29

City Hall (Five (5) Cleanings Per Week)
Rate per Cleaning $46.12
Weekly Rate $230.61
Monthly Rate $999.33

Administration (Five (5) Cleanings Per Week)
Rate per Cleaning $47.63
Weekly Rate $238.14
Monthly Rate 1,031.92

Council Chambers (Three (3) Cleanings Per Week)
Rate per Cleaning $28.33
Weekly Rate $84.99
Monthly Rate $368.29

Animal Care Services (Five (5) Cleanings Per Week)
Rate per Cleaning $28.74
Weekly Rate $143.72
Monthly Rate $622.77

Community Center (Five (5) Cleanings Per Week)
Rate per Cleaning $30.08
Weekly Rate $150.40
Monthly Rate $651.74

Police Department (Seven (7) Cleanings Per Week)
Rate per Cleaning $40.01
Weekly Rate $280.09
Monthly Rate $1,213.74

Fire Department (Five (5) Cleanings Per Week)

Rate per Cleaning	$28.33
Weekly Rate	$141.65
Monthly Rate	$613.82

EMS Department (Five (5) Cleanings Per Week)

Rate per Cleaning	$28.33
Weekly Rate	$141.65
Monthly Rate	$613.82

EMS & Purchasing (Five (5) Cleanings Per Week)

Rate per Cleaning	$28.33
Weekly Rate	$141.65
Monthly Rate	$613.82

Engineering (Three (3) Cleanings Per Week)

Rate per Cleaning	$28.33
Weekly Rate	$84.99
Monthly Rate	$368.29

Fleet (Three (3)) Cleanings Per Week)

Rate per Cleaning	$28.33
Weekly Rate	$84.99
Monthly Rate	$368.29

On-Call / Temp Porters Four (4) hour minimum / Two (2) weeks

Rate per Hour Per Porter	$29.24

Emergency Biological Cleanup On-Call (As Needed)

Rate per Cleaning	$56.78

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE (A)

DATE (MM/DD/YYYY): 01/01/1000

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

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

PRODUCER (B)
ABC Insurance Agency
555 Main Street
Tampa, FL 33333-0000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Insurance Carrier	00000
INSURER B: Insurance Carrier (D)	00000
INSURER C: Insurance Carrier	00000 (E)
INSURER D: Insurance Carrier	00000
INSURER E: Insurance Carrier	00000
INSURER F: Insurance Carrier	00000

INSURED (C)
XYZ Company
123 Apple Street
Tampa, FL 22222-0000

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

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

INSR LTR (F)	TYPE OF INSURANCE (G)	ADDL INSR (H)	SUBR WVD	POLICY NUMBER (M)	POLICY EFF (MM/DD/YYYY) (N)	POLICY EXP (MM/DD/YYYY)	LIMITS (O)	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y	Y	X123456	01/01/1000	01/01/1000	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY (I) X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS (J)	Y	Y	123456789	01/01/1000	01/01/1000	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ (K)	Y	Y				EACH OCCURRENCE AGGREGATE	$ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	01234	01/01/1000	01/01/1000	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
E	Builder's Risk (L) Professional Services	Y	Y	123456	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis $1,000,000 each claim / $1,000,000 aggregate	

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011). (P)

CERTIFICATE HOLDER (Q)
City of Schertz
1400 Schertz Parkway
Schertz, Tx 78154
Attn: Purchasing Dept.

CANCELLATION (R)
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE (S)
AUTHORIZED SIGNATURE REQUIRED HERE

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

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

Complete the certificate of insurance with the information listed below:

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

Exhibit “C”

EVIDENCE OF INSURANCE

SCHERTZ

2024-013 - City Custodial Services
Scoring Summary

Active Submissions

Supplier	Total / 100 pts	Proposer's Qualifications, Abilities, and Reputation / 30 pts	Quality of Proposed Services/System / 30 pts	Responsiveness of Proposal / 10 pts	Cost / 30 pts
EcoBrite Services, LLC	89.46	27	27	8	27.46
Ambassador Services LLC	82	22.5	22.5	7	30
TECHNOLOGIES LINK BUSINESS AND SERVICES CORPORATION	78.44	22.5	21	7	27.94
Kleen-Tech Services. LLC	74.65	24	24	8	18.65
American Facility Services, Inc.	72.44	25.5	24	8.5	14.44
Ace Communications Ltd. Co. dba ACE Global	72.13	22.5	22.5	7	20.13
United Service Associates	64.85	19.5	19.5	6.5	19.35
Davis Cleaning Company	58.45	19.5	21	5.5	12.45
Jani-King of San Antonio	57.49	13.5	12	4	27.99
SCMS Premier LLC	41.34	12	10.5	3	15.84
WCD Enterprises LLC	38.99	7.5	7.5	3	20.99

Eliminated Submissions

Supplier	Proposer's Qualifications, Abilities, and Reputation / 30 pts	Quality of Proposed Services/System / 30 pts	Responsiveness of Proposal / 10 pts	Cost / 30 pts
Jan Pro of San Antonio	-	-	-	-
City Wide Maintenance of San Antonio	-	-	-	-

PROJECT# 2024-005

PROJECT NAME: City Custodial Services

Criteria	Points	Ace Communications Ltd	Ambassador Services	American Facility Services	DAvis Cleaning Company	EcoBrite Services LLC	Jani-King of San Antonio	Kleen-Tech Services, LLC	SCMS Premier LLC	Technologies Link Business and Servcies Corp	United Service Associates	WCD Enterprises	
Financial Consideration	30	$173,523.60	$116,433.36	$241,874.28	$280,640.40	$136,331.04	$124,773.60	$187,308.00	$220,500.00	$124,998.29	$180,520.20	$166,380.00	Total Annual Spend (Based on Monthly Rate x12)
		20.13	**30.00**	**14.44**	**12.45**	**27.46**	**27.99**	**18.65**	**15.84**	**27.94**	**19.35**	**20.99**	
Average Total %	**30**	20.13	30.00	14.44	12.45	27.46	27.99	18.65	15.84	27.94	19.35	20.99	
Rank		6.00	1.00	10.00	11.00	4.00	2.00	8.00	9.00	3.00	7.00	5.00	

Not Complete

Facility / Rate Per Cleaning	Ace Communications Ltd	Ambassador Services	American Facility Services	Davis Cleaning Company	EcoBrite Services LLC	Jani-King of San Antonio	Kleen-Tech Services, LLC	SCMS Premier LLC	Technologies Link Business and Servcies Corp	United Service Associates	WCD Enterprises
Library	$ 185.21	$ 125.45	$ 138.77	Not Provided	$ 96.03	$ 98.86	$ 186.00	$ 90.00	$ 62.71	$ 149.21	$ 135.16
Public Works	$ 35.46	$ 16.42	$ 74.68	Not Provided	$ 28.33	$ 26.36	$ 38.37	$ 75.00	$ 33.75	$ 34.83	$ 39.23
Parks	$ 18.57	$ 7.92	$ 46.94	Not Provided	$ 28.33	$ 17.35	$ 27.57	$ 60.00	$ 33.52	$ 23.35	$ 37.37
City Hall	$ 72.37	$ 33.72	$ 63.60	$ 125.00	$ 46.12	$ 64.81	$ 66.00	$ 75.00	$ 33.81	$ 78.19	$ 60.00
Administration	$ 59.79	$ 27.86	$ 52.53	$ 105.00	$ 47.63	$ 49.98	$ 53.00	$ 50.00	$ 34.19	$ 55.74	$ 57.23
Council Chambers	$ 37.82	$ 16.13	$ 58.01	$ 85.00	$ 28.33	$ 30.76	$ 43.00	$ 90.00	$ 30.48	$ 47.34	$ 41.54
Animal Care Services	$ 27.23	$ 35.84	$ 41.45	$ 80.00	$ 28.74	$ 26.58	$ 27.43	$ 30.00	$ 31.86	$ 34.44	$ 30.00
Community Center	$ 28.50	$ 13.20	$ 262.63	$ 75.00	$ 30.08	$ 24.99	$ 37.00	$ 50.00	$ 32.94	$ 44.52	$ 30.00
Police Department	$ 62.13	$ 71.68	$ 116.72	$ 175.00	$ 40.01	$ 45.03	$ 62.00	$ 120.00	$ 41.91	$ 66.45	$ 60.99
Fire Department	$ 16.46	$ 7.62	$ 63.60	$ 130.00	$ 28.33	$ 10.98	$ 26.07	$ 30.00	$ 36.72	$ 25.23	$ 23.08
EMS Department	$ 17.37	$ 8.09	$ 58.06	$ 105.00	$ 28.33	$ 13.62	$ 26.12	$ 50.00	$ 35.45	$ 24.37	$ 23.08
Ems HR & Purchasing	$ 11.96	$ 5.57	$ 46.99	$ 78.00	$ 28.33	$ 11.81	$ 25.39	$ 50.00	$ 27.43	$ 22.07	$ 20.77
Engineering	$ 15.13	$ 6.45	$ 46.94	$ 65.00	$ 28.33	$ 15.16	$ 81.00	$ 30.00	$ 39.59	$ 23.35	$ 28.85
Fleet	$ 15.13	$ 6.45	$ 46.94	$ 65.00	$ 28.33	$ 19.55	$ 2,686.00	$ 60.00	$ 39.01	$ 27.19	$ 28.85
Total	$ 603.13	$ 382.40	$ 1,117.86	$ 1,088.00	$ 515.25	$ 455.84	$ 3,384.95	$ 860.00	$ 513.37	$ 656.28	$ 616.15
Facility / Weekly Rate											
Library	$ 1,296.45	$ 880.55	$ 971.40	Not Provided	$ 672.23	$ 692.00	$ 1,304.00	$ 630.00	$ 438.97	$ 1,044.47	$ 946.15
Public Works	$ 177.31	$ 82.43	$ 373.38	Not Provided	$ 141.65	$ 131.81	$ 192.00	$ 375.00	$ 168.73	$ 174.15	$ 196.16
Parks	$ 55.70	$ 23.75	$ 140.81	Not Provided	$ 84.99	$ 52.06	$ 83.00	$ 180.00	$ 100.55	$ 70.05	$ 111.92
City Hall	$ 361.87	$ 169.27	$ 310.01	$ 625.00	$ 230.61	$ 324.03	$ 329.00	$ 375.00	$ 169.06	$ 390.95	$ 300.00
Administration	$ 298.94	$ 139.83	$ 262.65	$ 525.00	$ 238.14	$ 249.89	$ 264.00	$ 250.00	$ 170.93	$ 278.70	$ 286.15
Council Chambers	$ 113.46	$ 48.39	$ 174.04	$ 255.00	$ 84.99	$ 92.27	$ 130.00	$ 270.00	$ 91.45	$ 142.02	$ 124.62
Animal Care Services	$ 136.15	$ 179.90	$ 207.21	$ 400.00	$ 143.72	$ 132.91	$ 137.00	$ 150.00	$ 159.28	$ 172.20	$ 150.00
Community Center	$ 142.48	$ 66.24	$ 262.63	$ 35.00	$ 150.40	$ 124.94	$ 187.00	$ 250.00	$ 164.70	$ 222.60	$ 150.00
Police Department	$ 434.91	$ 503.17	$ 816.36	$ 1,225.00	$ 280.09	$ 315.24	$ 434.00	$ 840.00	$ 209.55	$ 466.43	$ 426.92
Fire Department	$ 82.32	$ 165.84	$ 318.01	$ 650.00	$ 141.65	$ 54.92	$ 130.00	$ 150.00	$ 183.58	$ 126.15	$ 115.38
EMS Department	$ 86.85	$ 40.62	$ 290.32	$ 525.00	$ 141.65	$ 68.10	$ 131.00	$ 250.00	$ 177.25	$ 121.85	$ 115.38
Ems HR & Purchasing	$ 59.79	$ 27.97	$ 234.95	$ 390.00	$ 141.65	$ 59.04	$ 127.00	$ 250.00	$ 137.14	$ 110.35	$ 103.85
Engineering	$ 45.38	$ 19.35	$ 140.81	$ 195.00	$ 84.99	$ 45.47	$ 81.00	$ 90.00	$ 118.76	$ 70.05	$ 86.54
Fleet	$ 45.38	$ 19.35	$ 140.81	$ 195.00	$ 84.99	$ 58.66	$ 81.00	$ 180.00	$ 117.04	$ 81.57	$ 86.54
Total	$ 3,336.99	$ 2,366.66	$ 4,643.39	$ 5,020.00	$ 2,621.75	$ 2,401.34	$ 3,610.00	$ 4,240.00	$ 2,406.99	$ 3,471.54	$ 3,199.61
Facility / Monthly Rate											
Library	$ 5,617.95	$ 3,815.72	$ 4,209.40	Not Provided	$ 2,912.98	$ 2,996.35	$ 5,637.00	$ 2,730.00	$ 1,849.95	$ 4,526.04	$ 4,100.00
Public Works	$ 768.33	$ 357.19	$ 1,617.97	Not Provided	$ 613.82	$ 570.73	$ 830.00	$ 1,625.00	$ 708.67	$ 754.65	$ 850.00
Parks	$ 241.36	$ 102.93	$ 610.19	Not Provided	$ 368.29	$ 225.44	$ 358.00	$ 780.00	$ 435.72	$ 303.55	$ 485.00
City Hall	$ 1,568.12	$ 733.51	$ 1,378.08	$ 2,728.75	$ 999.33	$ 1,403.05	$ 1,423.00	$ 1,625.00	$ 710.00	$ 1,694.12	$ 1,300.00
Administration	$ 1,295.40	$ 605.94	$ 1,138.08	$ 2,292.15	$ 1,031.92	$ 1,082.01	$ 1,143.00	$ 1,084.00	$ 717.90	$ 1,207.70	$ 1,240.00
Council Chambers	$ 491.66	$ 209.68	$ 754.16	$ 1,111.80	$ 368.29	$ 399.51	$ 564.00	$ 1,170.00	$ 640.17	$ 615.42	$ 540.00
Animal Care Services	$ 589.97	$ 779.57	$ 898.13	$ 1,746.40	$ 622.77	$ 575.49	$ 593.00	$ 650.00	$ 668.98	$ 746.20	$ 650.00
Community Center	$ 617.41	$ 287.02	$ 1,138.08	$ 1,637.25	$ 651.74	$ 541.01	$ 809.00	$ 1,083.00	$ 691.74	$ 964.60	$ 650.00
Police Department	$ 1,884.62	$ 2,180.41	$ 3,537.55	$ 5,337.50	$ 1,213.74	$ 1,365.00	$ 1,878.00	$ 3,640.00	$ 880.13	$ 2,021.20	$ 1,850.00
Fire Department	$ 356.73	$ 165.84	$ 1,378.02	$ 2,837.90	$ 613.82	$ 237.81	$ 564.00	$ 650.00	$ 771.02	$ 546.65	$ 500.00
EMS Department	$ 376.35	$ 176.04	$ 1,258.05	$ 2,292.15	$ 613.82	$ 294.88	$ 565.00	$ 1,084.00	$ 744.44	$ 528.02	$ 500.00
Ems HR & Purchasing	$ 259.08	$ 121.19	$ 1,018.10	$ 1,702.40	$ 613.82	$ 255.64	$ 549.00	$ 1,084.00	$ 575.98	$ 478.18	$ 450.00
Engineering	$ 196.66	$ 83.87	$ 610.19	$ 850.20	$ 368.29	$ 196.90	$ 348.00	$ 390.00	$ 514.64	$ 303.55	$ 375.00
Fleet	$ 196.66	$ 83.87	$ 610.19	$ 850.20	$ 368.29	$ 253.98	$ 348.00	$ 780.00	$ 507.18	$ 353.47	$ 375.00
Total	$ 14,460.30	$ 9,702.78	$ 20,156.19	$ 23,386.70	$ 11,360.92	$ 10,397.80	$ 15,609.00	$ 18,375.00	$ 10,416.52	$ 15,043.35	$ 13,865.00
Special Cleaning											
On-Call/ Temp Porters (4hr Min)/ Two (2) Weeks	25.71	$ 23.59	$ 27.00	$ 20.00	$ 29.24	$ 25.00	$ 35.00	$ 25.00	15.00	$ 35.00	$ 20.50
Emergency Biological Cleanup (per hr)	25.71	$ 150.00	$ 32.00	$ 135.00	$ 56.78	$ 150.00	$ 35.00	$ 250.00	$ 3,237.08	$ 180.00	$ 29.50
Total	$ 51.42	$ 173.59	$ 59.00	$ 155.00	$ 86.02	$ 175.00	$ 70.00	$ 275.00	$ 3,252.08	$ 215.00	$ 50.00
Total Annual Spend (Based on Monthly Rate x12)	$ 173,523.60	$ 116,433.36	$ 241,874.28	$ 280,640.40	$ 136,331.04	$ 124,773.60	$ 187,308.00	$ 220,500.00	$ 124,998.29	$ 180,520.20	$ 166,380.00

Agenda No. 8.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Planning & Community Development**
Subject:	**Ordinance 24-S-148 - Approving a request to rezone approximately 71 acres of land from Single-Family Residential/ Agricultural District (R-A) and Agricultural District (AD) to approximately 41 acres as Single-Family Residential District (R-2) and approximately 30 acres as Single-Family Residential District (R-6), known as Bexar County Property Identification Number 310022, more specifically known as 12840 Lower Seguin Road, City of Schertz, Bexar County, Texas. *Final Reading* (B.James/L.Wood/D.Marquez)**

BACKGROUND

The applicant is requesting to rezone approximately 71 acres of land from Single-Family Residential/ Agricultural District (R-A) and Agricultural District (AD) to approximately 41 acres as Single-Family Residential District (R-2) and approximately 30 acres as Single-Family Residential District (R-6). The subject property was recently annexed, is not platted, and is undeveloped.

On July 22, 2024, a total of thirteen (13) public hearing notices were mailed to surrounding property owners within a 200-foot notification boundary of the subject property. At the time of the staff report, zero (0) responses in favor, zero (0) responses neutral, and four (4) responses in opposition were received. A public hearing notice was published in the "San Antonio Express" before the City Council Meeting on August 14, 2024. The Planning and Zoning Commission met on Wednesday, August 7, 2024, and held a public hearing on this item.

If a proposed zoning change is protested in writing and signed by the owners of at least twenty percent (20%) of the area of the lots or land immediately adjoining the area covered by the proposed zoning change or zoning map amendment and extending 200 feet from that area, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths (¾) of all members of the City Council according to LGC, Local Government Code § 211.006(d). The opposition letters received have triggered the three-fourths (3/4) affirmative vote for this proposed zone change.

GOAL

The applicant is requesting to rezone approximately 71 acres of land from Single-Family Residential/ Agricultural District (R-A) and Agricultural District (AD) to approximately 41 acres as Single-Family Residential District (R-2) and approximately 30 acres as Single-Family Residential District (R-6).

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 zone changes, staff uses the criteria listed in UDC Section 21.5.4.D. The criteria are listed below.

1. Whether the proposed zoning change or zoning map amendment implements the policies of the adopted Comprehensive Land Plan, including the land use classification of the property on the Future Land Use Map.

Yes, the proposed Single-Family Residential District (R-6) and Single-Family Residential District (R-2) implement the policies of the adopted Comprehensive Land Use Plan- Future Land Use Map. The subject property is designated as Complete Neighborhood in the Future Land Use Map. Complete Neighborhoods are general areas characterized by a mixture of housing options with supporting land uses. The proposed Single-Family Residential District (R-6) and Single-Family Residential District (R-2) will provide a mixture of housing options within a proposed residential development which meets the intent of the Complete Neighborhood Land Use Designation.

2. Whether the proposed zoning change or zoning map amendment 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. The proposed Single-Family Residential District (R-6) and Single-Family Residential District (R-2) dimensional and development standards as stated in UDC Section 21.5.7.A of the Unified Development Code, are compatible with what is in the surrounding area.

Table 21.5.7.A
Dimensional Requirements for Residential Zoning Districts

		Minimum Lot Size Requirements			**Minimum Yard Setbacks**				**Miscellaneous Lot Requirements**	
Code	**Zoning District**	*Area SqFt.*	*Width Ft.*	*Depth Ft.*	*Front Ft.*	*Side Ft.*	*Rear Ft.*	*Minimum Off-Street Parking Spaces*	*Max Height Ft.*	*Maximum Impervious Coverage*
R-2	Single-Family Residential District	8,400	70	120	25	10	20	2	35	50%
R-6	Single-Family Residential District	7,200	60	120	25	10	20	2	35	50%

3. Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

Yes, the uses permitted in the Single-Family Residential District (R-6) and Single-Family Residential District (R-2) are appropriate in the immediate area of the land to be reclassified. The purpose and intent of the Single-Family Residential District (R-6) is to allow for residential lots with a minimum lot size of 7,200 square feet with schools, churches, and parks necessary to create basic neighborhood units. The purpose and intent of Single-Family Residential District (R-2) is to allow for single-family detached residential with a minimum lot size of 8,400 square feet with schools, churches, and parks

necessary to create basic neighborhood units.

4. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers or other public services and utilities to the area;

The City of Schertz is the water and sewer provider for the subject property. Lower Seguin Road is identified as a Secondary Arterial with 90 feet of Right-of-Way in the Master Thoroughfare Plan. There is a Principal Arterial with 120-130 feet of Right-Of-Way on the western portion of the subject property. The subject property is not platted. The City of Schertz Engineering Department will review all proposed access points onto Lower Seguin Road during the platting process.

A public hearing notice was mailed to Schertz-Cibolo-Universal City Independent School District to notify them of the proposed zone change. Included as attachments are the most recent Demographic Report for SCUCISD as well as the most recent 10-Year Campus Forecasting Presentation.

The City of Schertz Police, Fire and EMS Departments have indicated they do not have any concerns regarding the proposed rezoning requests or their ability to provide services.

5. Whether there have been environmental and/or economical changes which warrant the requested change;

The subject property was annexed to the City of Schertz in July 2024 and was given Agricultural District (AD) zoning with annexation. The applicant was waiting for the annexation to start their proposed zone change request. Significant changes are happening to Lower Seguin Road with new residential developments that are concurrent with the FM 1518 construction.

6. Whether there is an error in the original zoning of the property for which a change is requested.

There was no error in the original zoning of the subject property. The subject property was given the Agricultural District (AD) zoning with its annexation in July 2024.

7. Whether all of the applicant's back taxes owed to the City have been paid in full.

All back taxes have been paid.

8. Whether other criteria are met, which, at the discretion of the Planning and Zoning Commission and the City Council are deemed relevant and important in the consideration of the amendment.

Staff has ensured all UDC requirements have been met for the proposed zone change application and at this time have not received special considerations from the Planning and Zoning Commission or City Council.

RECOMMENDATION

Staff Recommendation
Due to the compatibility with the surrounding area, and implementation of the policies in the Comprehensive Land Use Plan and Future Land Use Map, Staff recommends approval of Ordinance 24-S-148.

Planning and Zoning Commission Recommendation
The Planning and Zoning Commission met on Wednesday, August 7, 2024, held a public hearing for Ordinance 24-S-148, and made a recommendation of approval with a 7-0 vote.

City Council
City Council met on Tuesday, September 3, 2024, and approved Ordinance 24-S-148 with a 7-0 vote.

Attachments

Ordinance 24-S-148 with attachments
Aerial Exhibit
Public Hearing Notice Map
Public Hearing Responses
Opposition Map
SCUCISD Demographic Report
SCUCISD 10 Year Campus Forecasting
City Council Presentation Slides

ORDINANCE NO. 24-S-148

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP TO REZONE APPROXIMATELY 71 ACRES OF LAND FROM SINGLE-FAMILY RESIDENTIAL/ AGRICULTURAL DISTRICT (R-A) AND AGRICULTURAL DISTRICT (AD) TO APPROXIMATELY 41 ACRES AS SINGLE-FAMILY RESIDENTIAL DISTRICT (R-2) AND APPROXIMATELY 30 ACRES AS SINGLE-FAMILY RESIDENTIAL DISTRICT (R-6), KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBER 310022, MORE SPECIFICALLY KNOWN AS 12840 LOWER SEGUIN ROAD, SCHERTZ, BEXAR COUNTY, TEXAS.

WHEREAS, an application to rezone approximately 71 acres of land from Single-Family Residential/ Agricultural District (R-A) and Agricultural District (AD) to approximately 41 acres as Single-Family Residential District (R-2) and approximately 30 acres as Single-Family Residential District (R-6), known as a Bexar County Property Identification Number 310022, more specifically described as 12840 Lower Seguin Road, and more specifically described in the Exhibit A and Exhibit B attached herein (herein, the "Property") has been filed with the City; and

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

WHEREAS, on August 7, 2024, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council of approval; and

WHEREAS, on September 3, 2024, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A and Exhibit B, is hereby zoned Single-Family Residential District (R-2) and Single-Family Residential District (R-6)

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

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

Section 4. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and

the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

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

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

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

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

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

PASSED ON FIRST READING, the ___rd of September 2024.

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

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

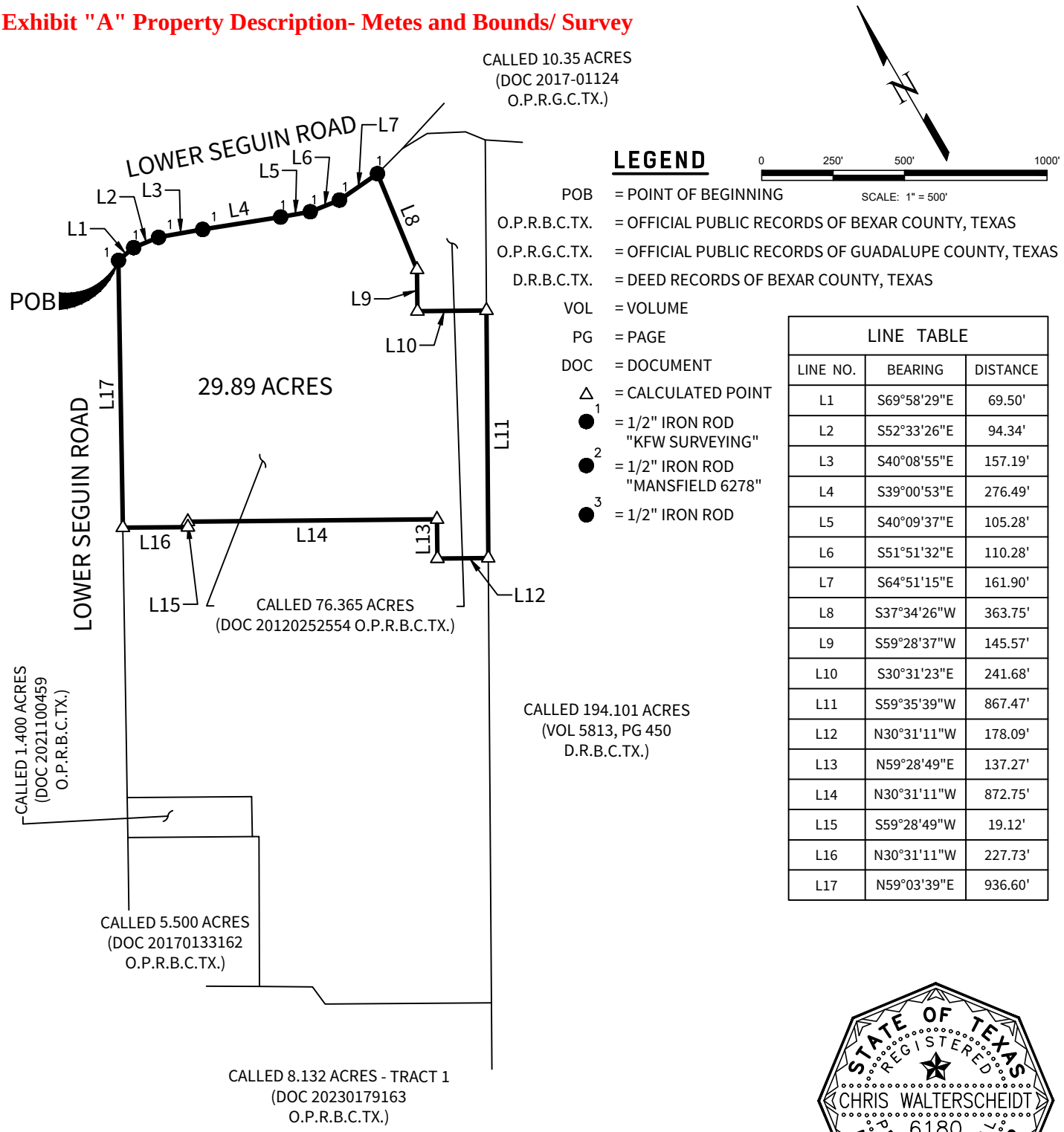
ATTEST:

_____
Sheila Edmondson, City Secretary

(city seal)

Exhibit “A”
Property Description- Metes and Bounds/ Survey

Exhibit "A" Property Description- Metes and Bounds/ Survey



LEGEND

POB	= POINT OF BEGINNING
O.P.R.B.C.TX.	= OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.G.C.TX.	= OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
D.R.B.C.TX.	= DEED RECORDS OF BEXAR COUNTY, TEXAS
VOL	= VOLUME
PG	= PAGE
DOC	= DOCUMENT
△	= CALCULATED POINT
● 1	= 1/2" IRON ROD "KFW SURVEYING"
● 2	= 1/2" IRON ROD "MANSFIELD 6278"
● 3	= 1/2" IRON ROD

0 250' 500' 1000'

SCALE: 1" = 500'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S69°58'29"E	69.50'
L2	S52°33'26"E	94.34'
L3	S40°08'55"E	157.19'
L4	S39°00'53"E	276.49'
L5	S40°09'37"E	105.28'
L6	S51°51'32"E	110.28'
L7	S64°51'15"E	161.90'
L8	S37°34'26"W	363.75'
L9	S59°28'37"W	145.57'
L10	S30°31'23"E	241.68'
L11	S59°35'39"W	867.47'
L12	N30°31'11"W	178.09'
L13	N59°28'49"E	137.27'
L14	N30°31'11"W	872.75'
L15	S59°28'49"W	19.12'
L16	N30°31'11"W	227.73'
L17	N59°03'39"E	936.60'

NOTES:

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (2011), ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES USING A COMBINED SCALE FACTOR OF 1.00017.

2. SETBACKS OR EASEMENTS PER RESTRICTIONS OR ZONING MAY EXIST.

STATE OF TEXAS
REGISTERED
CHRIS WALTERSCHEIDT
6180
PROFESSIONAL
LAND SURVEYOR

Chris Walterscheidt
07/22/2024

CUDE ENGINEERS
4122 POND HILL RD. ● SUITE 101
SAN ANTONIO, TEXAS 78231
T:210.681.2951 ● F:210.523.7112
WWW.CUDEENGINEERS.COM
TBPELS FIRM #10048500
TBPE FIRM #455

EXHIBIT OF

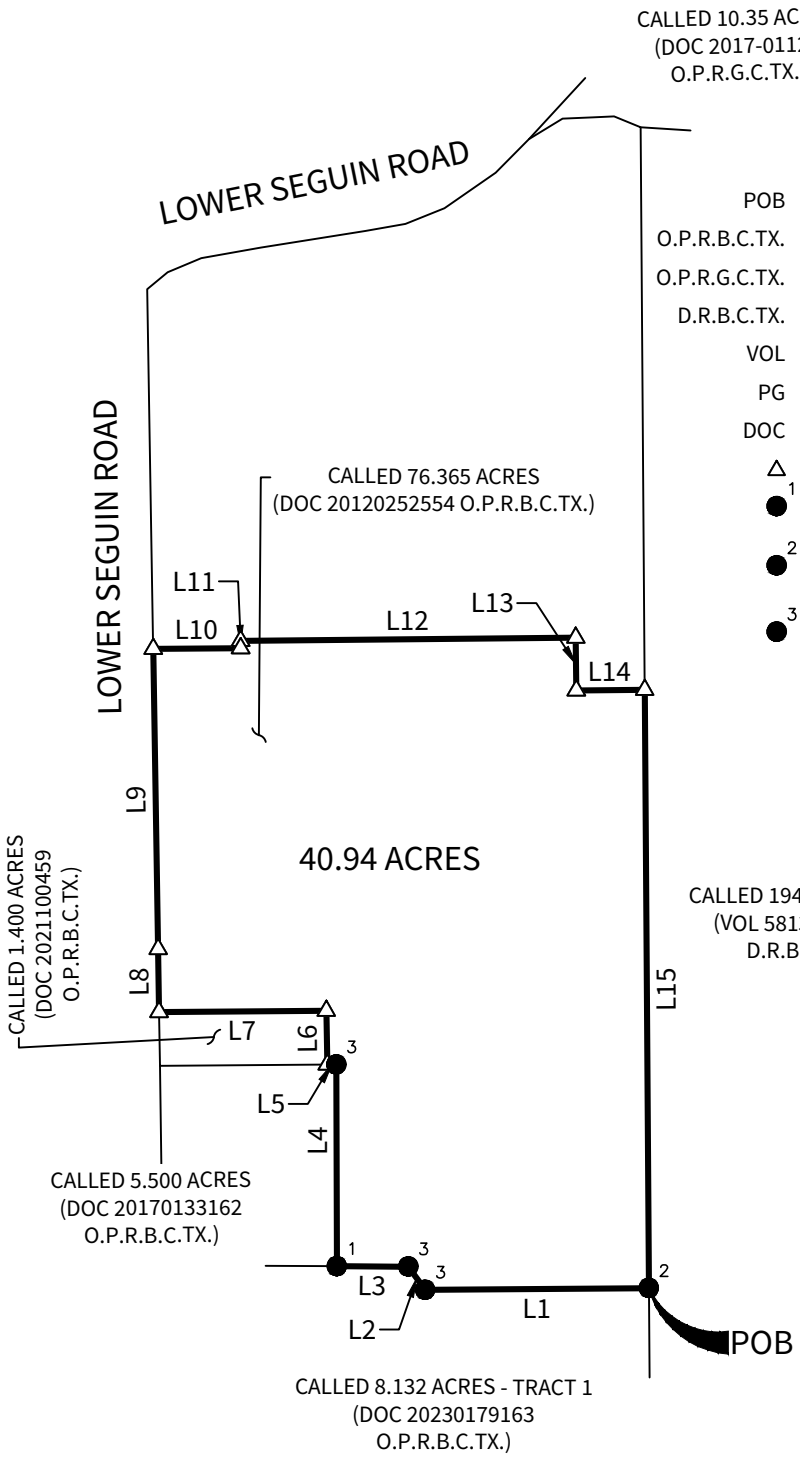
29.89 ACRES OF LAND LOCATED IN THE JULIAN DIAZ SURVEY NO. 66, A-187 AND THE F. RODRIGUEZ SURVEY NO. 84, A-609, BEXAR COUNTY, TEXAS AND BEING OUT OF A CALLED 76.365 ACRES OF LAND AS DESCRIBED IN DOCUMENT NUMBER 20120252554, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS

PROJECT NO.: 04356.000 **DATE:** 07-22-2024 **BY:** DB **PM:** CW **PAGE:** 1 **OF** 1

P:\04356\000\0-Survey\Drawings\ZN_04356 FRIESENHAHN TRACT-29.89 AC.dwg 2024/07/22 1:12pm dblair

REPRODUCTION OF THE ORIGINAL SIGNED AND SEALED PLAN AND/OR ELECTRONIC MEDIA MAY HAVE BEEN INADVERTENTLY ALTERED. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE SCALE OF THE DOCUMENT AND CONTACTING CUDE ENGINEERS TO VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION.

Exhibit "A" Property Description- Metes and Bounds/ Survey



LEGEND

POB	= POINT OF BEGINNING
O.P.R.B.C.TX.	= OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.G.C.TX.	= OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
D.R.B.C.TX.	= DEED RECORDS OF BEXAR COUNTY, TEXAS
VOL	= VOLUME
PG	= PAGE
DOC	= DOCUMENT
△	= CALCULATED POINT
● 1	= 1/2" IRON ROD "KFW SURVEYING"
● 2	= 1/2" IRON ROD "MANSFIELD 6278"
● 3	= 1/2" IRON ROD

0 250' 500' 1000'

SCALE: 1" = 500'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N30°27'28"W	582.59'
L2	N24°01'31"E	74.88'
L3	N29°42'21"W	185.95'
L4	N59°49'49"E	525.25'
L5	N30°24'01"W	23.60'
L6	N59°00'02"E	140.35'
L7	N30°26'46"W	435.26'
L8	N59°08'16"E	163.73'
L9	N59°03'39"E	781.84'
L10	S30°31'11"E	227.73'
L11	N59°28'49"E	19.12'
L12	S30°31'11"E	872.75'
L13	S59°28'49"W	137.27'
L14	S30°31'11"E	178.09'
L15	S59°35'39"W	1,557.85'

NOTES:

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (2011), ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES USING A COMBINED SCALE FACTOR OF 1.00017.

2. SETBACKS OR EASEMENTS PER RESTRICTIONS OR ZONING MAY EXIST.

STATE OF TEXAS
REGISTERED
CHRIS WALTERSCHEIDT
6180
PROFESSIONAL
LAND SURVEYOR

Chris Walterscheidt

07/19/2024

CUDE ENGINEERS
4122 POND HILL RD. • SUITE 101
SAN ANTONIO, TEXAS 78231
T:210.681.2951 • F:210.523.7112
WWW.CUDEENGINEERS.COM
TBPELS FIRM #10048500
TBPE FIRM #455

EXHIBIT OF

40.94 ACRES OF LAND LOCATED IN THE JULIAN DIAZ SURVEY NO. 66, A-187 AND THE F. RODRIGUEZ SURVEY NO. 84, A-609, BEXAR COUNTY, TEXAS AND BEING OUT OF A CALLED 76.365 ACRES OF LAND AS DESCRIBED IN DOCUMENT NUMBER 20120252554, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS

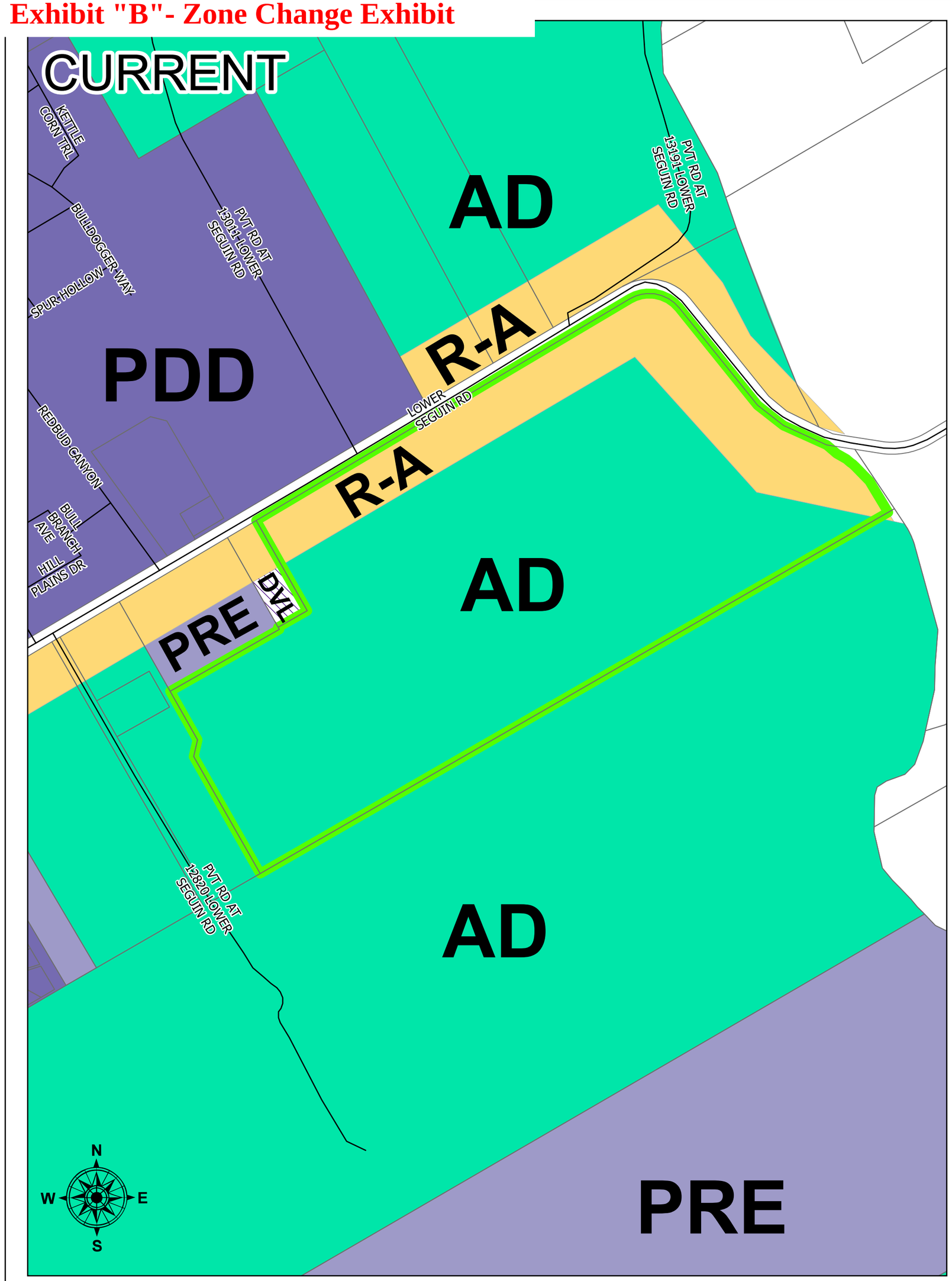
PROJECT NO.: 04356.000 **DATE:** 07-19-2024 **BY:** DB **PM:** CW **PAGE:** 1 **OF** 1

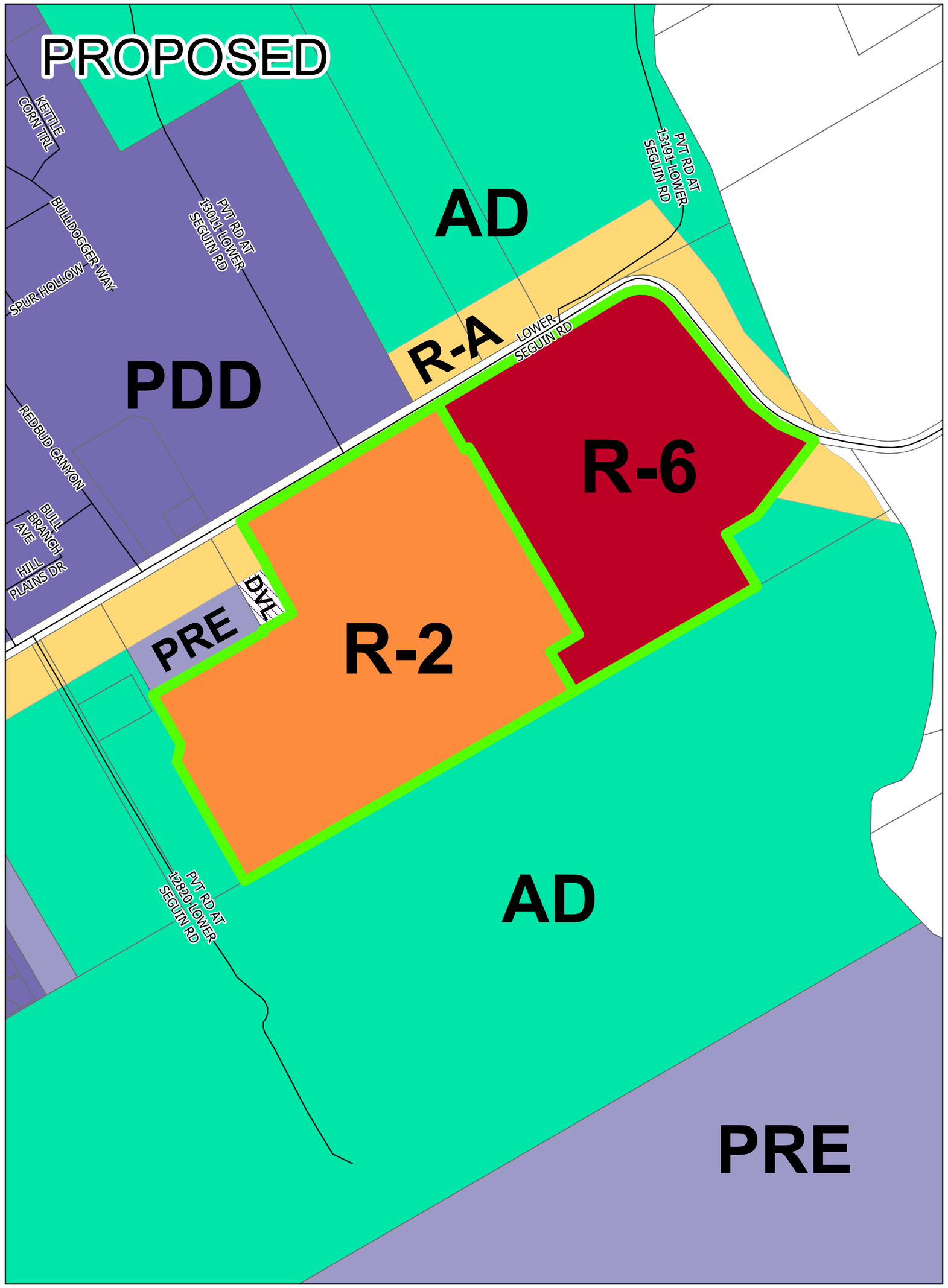
P:\04356\000\0-Survey\Drawings\ZN_04356 FRIESENHAHN TRACT-40.94 AC.dwg 2024/07/19 10:38am dblair

REPRODUCTION OF THE ORIGINAL SIGNED AND SEALED PLAN AND/OR ELECTRONIC MEDIA MAY HAVE BEEN INADVERTENTLY ALTERED. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE SCALE OF THE DOCUMENT AND CONTACTING CUDE ENGINEERS TO VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION.

Exhibit “B”
Zone Change Exhibit

Exhibit "B"- Zone Change Exhibit





SCHERTZ
COMMUNITY★SERVICE★OPPORTUNITY

Last update: July 22, 2024

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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 added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.

PROPOSED ZONING CHANGE

BEXAR COUNTY
PARCEL ID:
310022

Classification

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

0 225 450 900 1,350 Feet



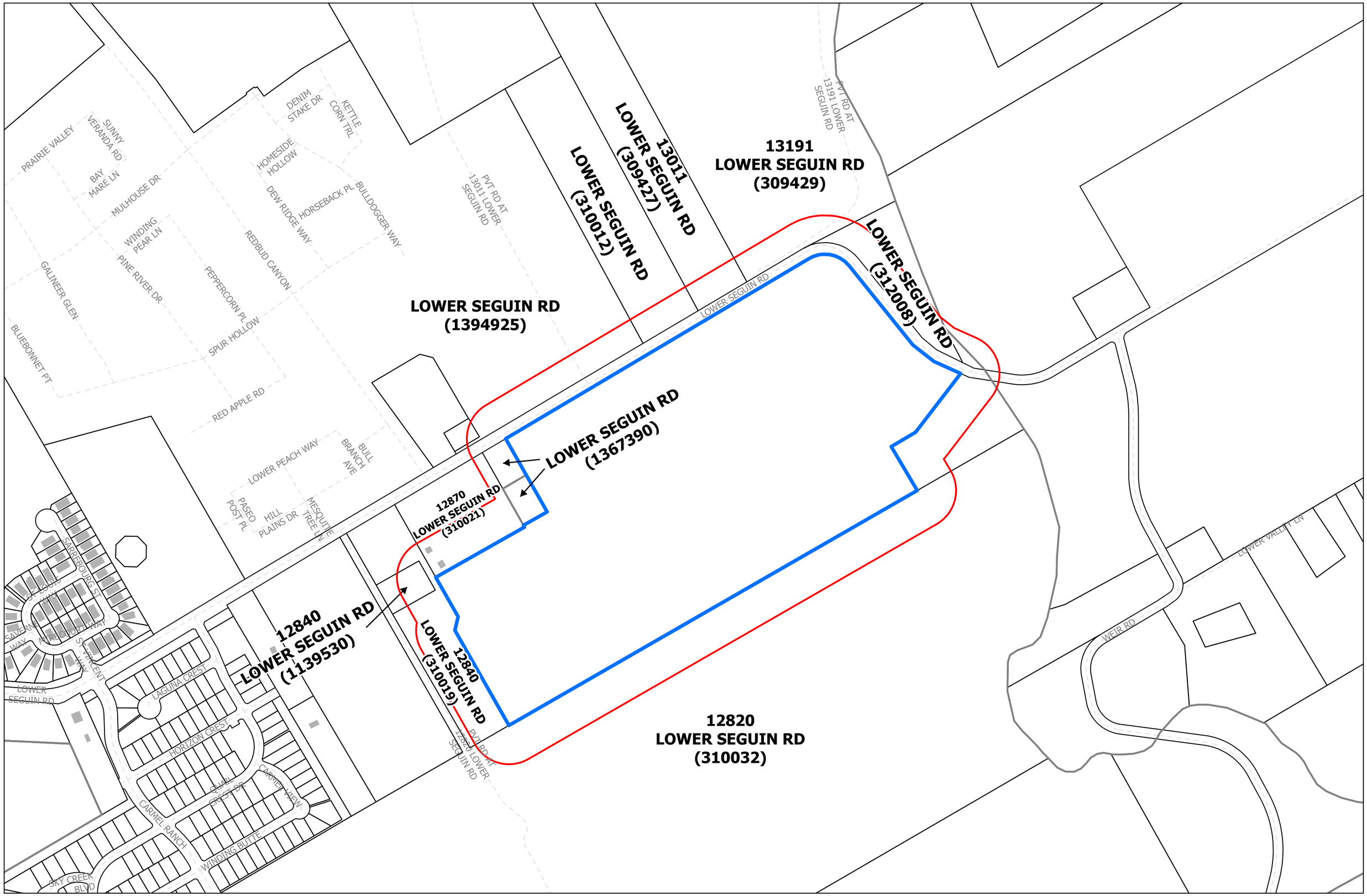
N
W E
S

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

12840 LOWER SEGUIN RD
(PLZC20240155)

- 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
- County Boundaries
- Schertz Municipal Boundary
- ETJ

0 150 300 600 900 Feet



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last update: July 22, 2024

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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 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

12840 LOWER SEGUIN RD
(PLZC20240155)

200' Buffer

Project Boundary

Municipal Boundaries

N W E S

0 200 400 800 1,200 Feet

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

July 22, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 7th, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLZC20240155 – Conduct a public hearing and make a recommendation on a request to rezone approximately 71 acres of land from Single-Family Residential/ Agricultural District (R-A) and Agricultural District (AD) to approximately 41 acres as Single-Family Residential District (R-2) and approximately 30 acres as Single-Family Residential District (R-6), known as Bexar County Property Identification Number 310022, more specifically known as 12840 Lower Seguin Road, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Daisy Marquez, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Daisy Marquez, Planner at (210) 619-1782.

Sincerely,

Daisy Marquez, AICP
Planner

Dear Daisy, I would love to know where you live and how many ugly subdivisions you have built around your house. In my opinion, you have no conscience, no sense of decency, just another public worker who should be fired. I will no longer see fields of corn and cattle. I'll see houses all painted one color. Ugly shades of Brown. How does a person like you sleep at night?

Reply Form: *City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d).* ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council.*** *If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20240155**

COMMENTS: I am digusted with all of this and all of you!

NAME: Sally Zambrano (PLEASE PRINT) SIGNATURE Sally T. de Zambrano

STREET ADDRESS: 13191 Lower Seguin Rd

DATE: July 1, 2024 This directly affects me and my quality of life. You are destroying everything that is beautiful for monetary gain. Why should I go to another farce meeting where everyone who speaks is opposed to this...and you keep doing it!

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

July 22, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 7th, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLZC20240155 – Conduct a public hearing and make a recommendation on a request to rezone approximately 71 acres of land from Single-Family Residential/ Agricultural District (R-A) and Agricultural District (AD) to approximately 41 acres as Single-Family Residential District (R-2) and approximately 30 acres as Single-Family Residential District (R-6), known as Bexar County Property Identification Number 310022, more specifically known as 12840 Lower Seguin Road, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Daisy Marquez, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Daisy Marquez, Planner at (210) 619-1782.

Sincerely,

Daisy Marquez, AICP
Planner

Reply Form:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council***. *If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20240155**

COMMENTS: _____

NAME: Rosendo Zambrano SIGNATURE: R Zambrano
(PLEASE PRINT)

STREET ADDRESS: 0160 Lower Seguin Rd, Cibolo TX 78108

DATE: 7/27/24

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council.*** *If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20240155**

COMMENTS: LOCAL INFRASTRUCTURE CAN'T SUPPORT THIS MUCH HOUSING

NAME: MICHAEL RICIOPPO SIGNATURE
(PLEASE PRINT)

STREET ADDRESS: 12840 LOWER SEGUIN RD SCHERTZ TX 78154

DATE: AUG, 4 2024

Reply Form:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council.*** *If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

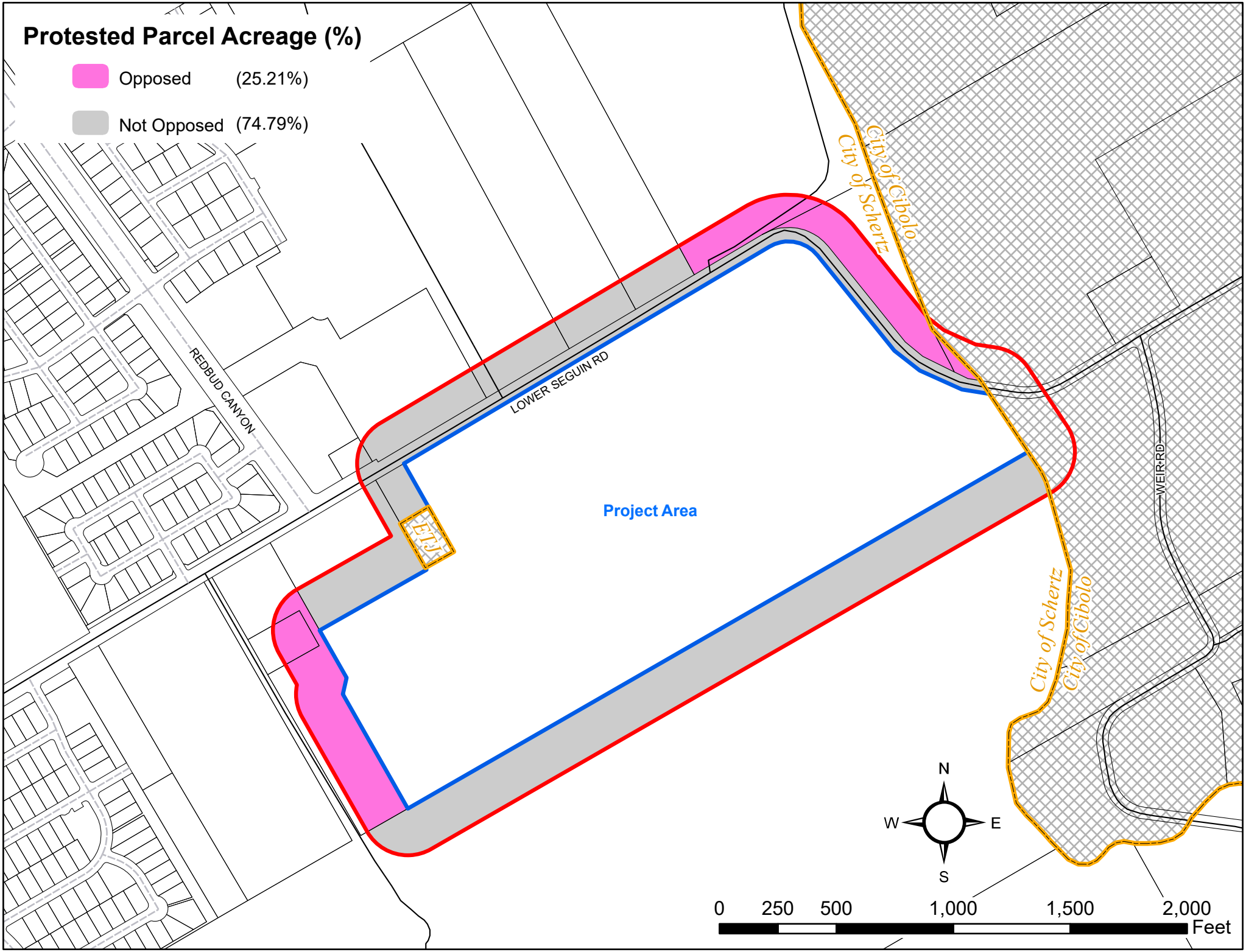
I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20240155**

COMMENTS:

NAME: CRISTINA WESTERN SIGNATURE
(PLEASE PRINT)

STREET ADDRESS: 12840 LOWER SEGUIN RD, SCHERTZ TX ~~782~~ 78154

DATE: 29JUL 24


Protested Parcel Acreage (%)
Opposed (25.21%)
Not Opposed (74.79%)
REDBUD CANYON
LOWER SEGUIN RD
ETJ
Project Area
City of Cibolo
City of Schertz
City of Schertz
City of Cibolo
WEIR RD
N
W
E
S
0 250 500 1,000 1,500 2,000
Feet
8/5/2024 @ 4:41 PM

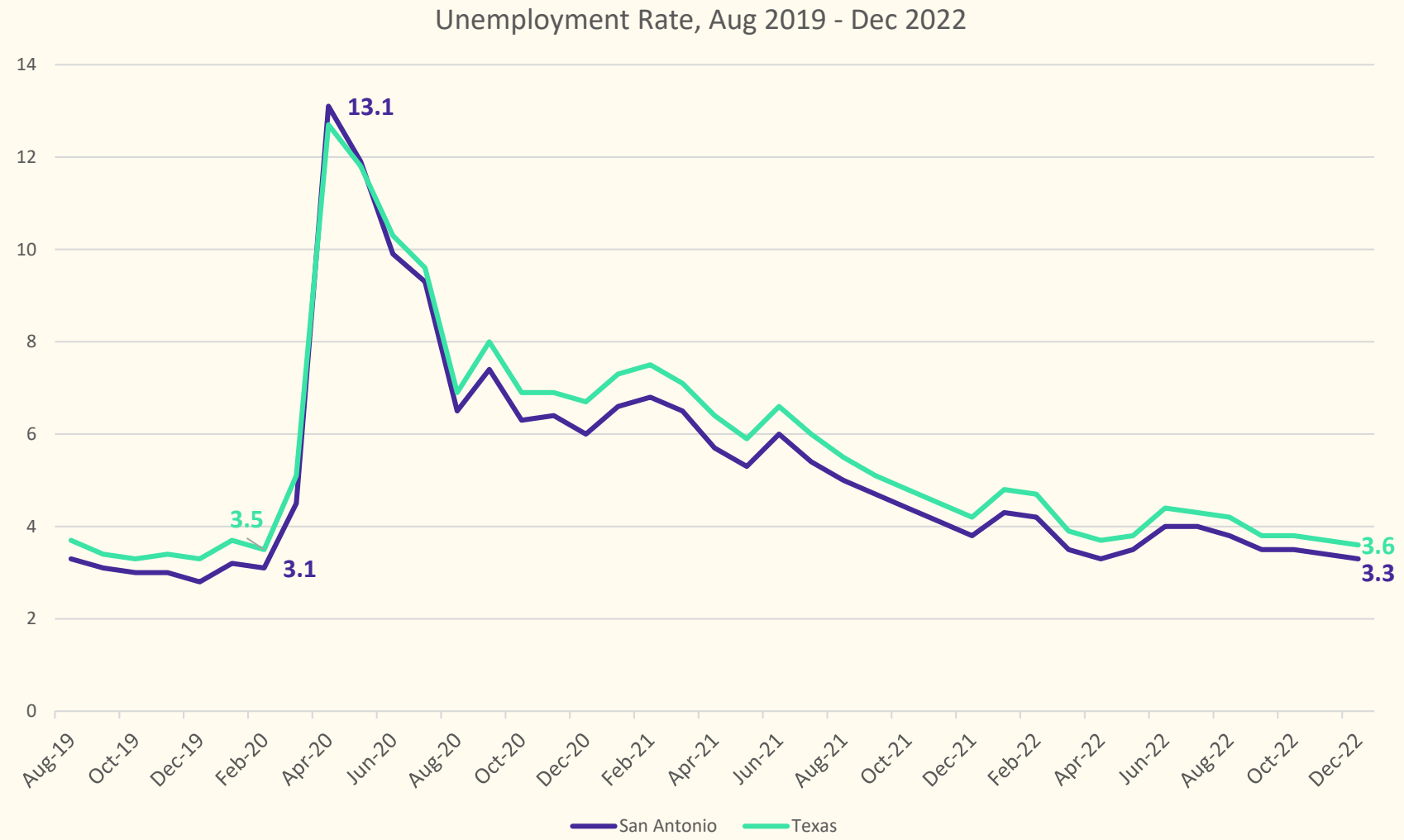
Zonda™
Education

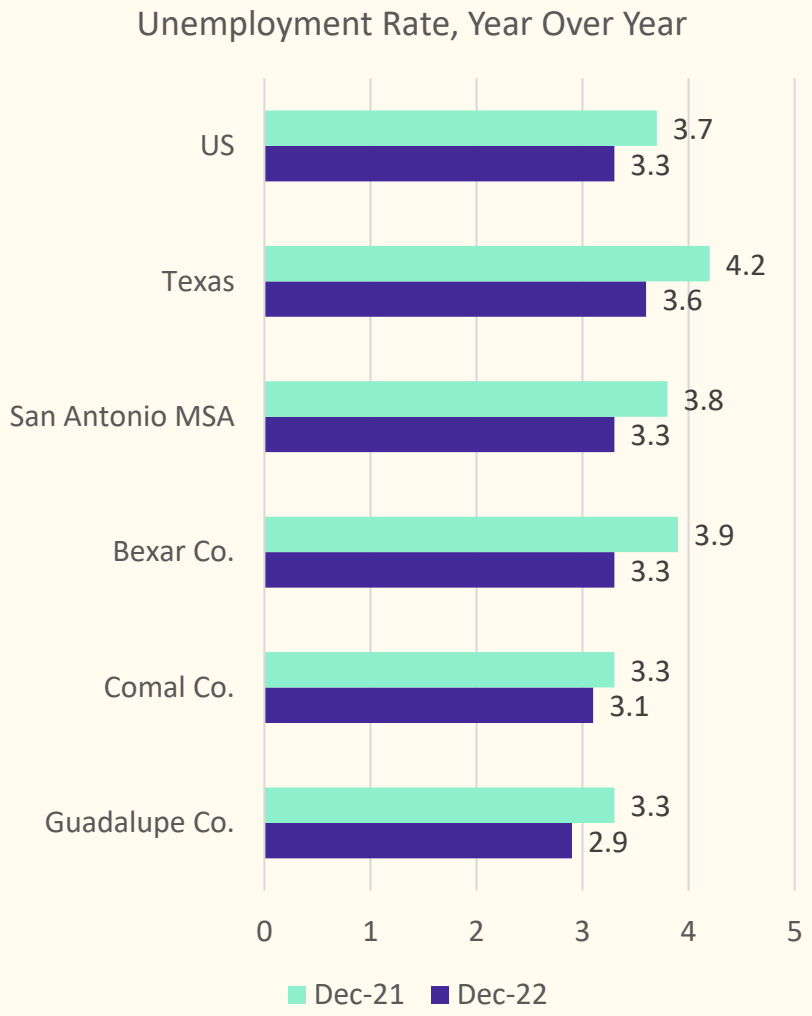


4Q22

Demographic Report

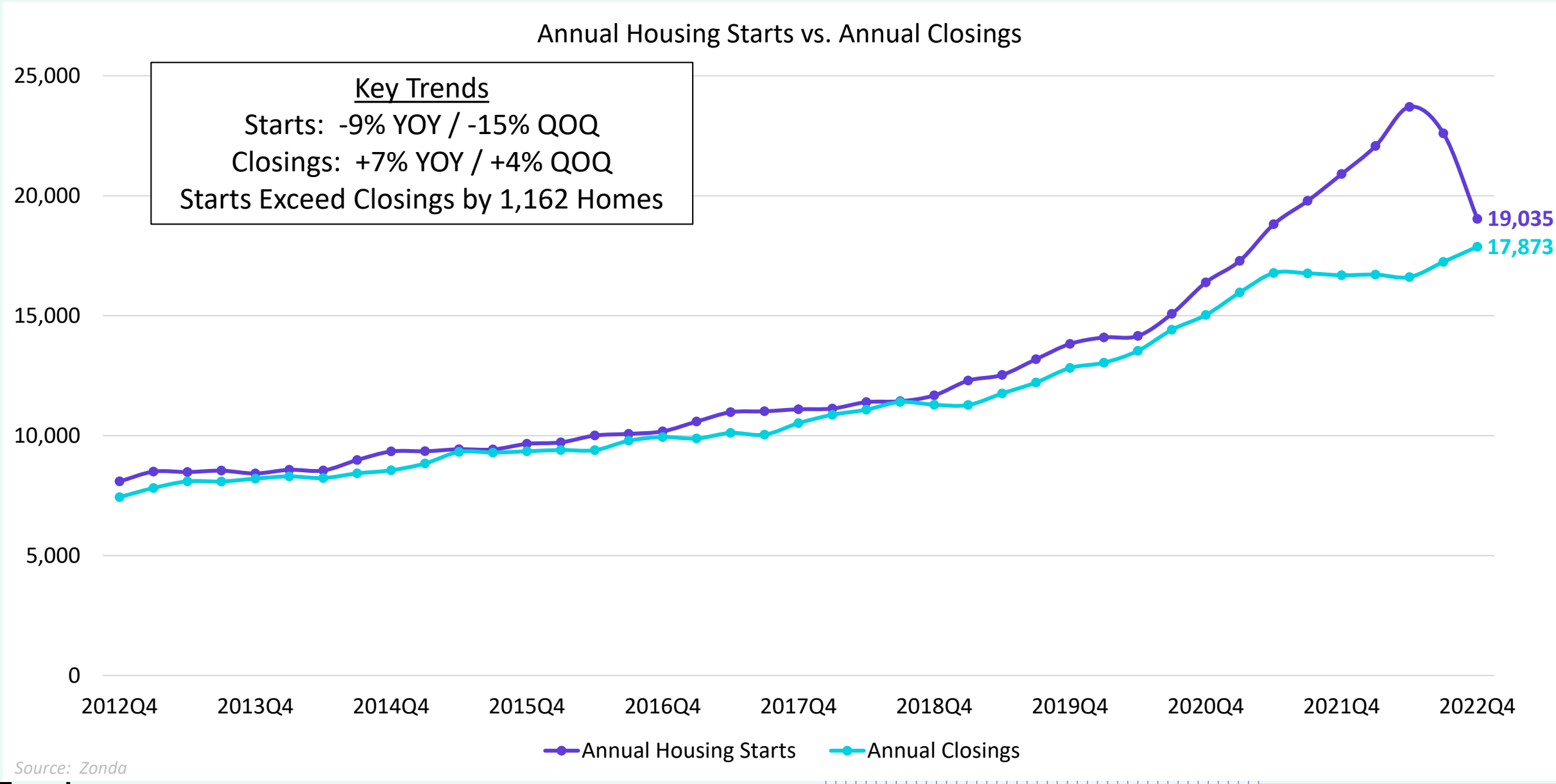
San Antonio Economic Conditions





Zonda Education

San Antonio New Home Starts & Closings



Source: Zonda

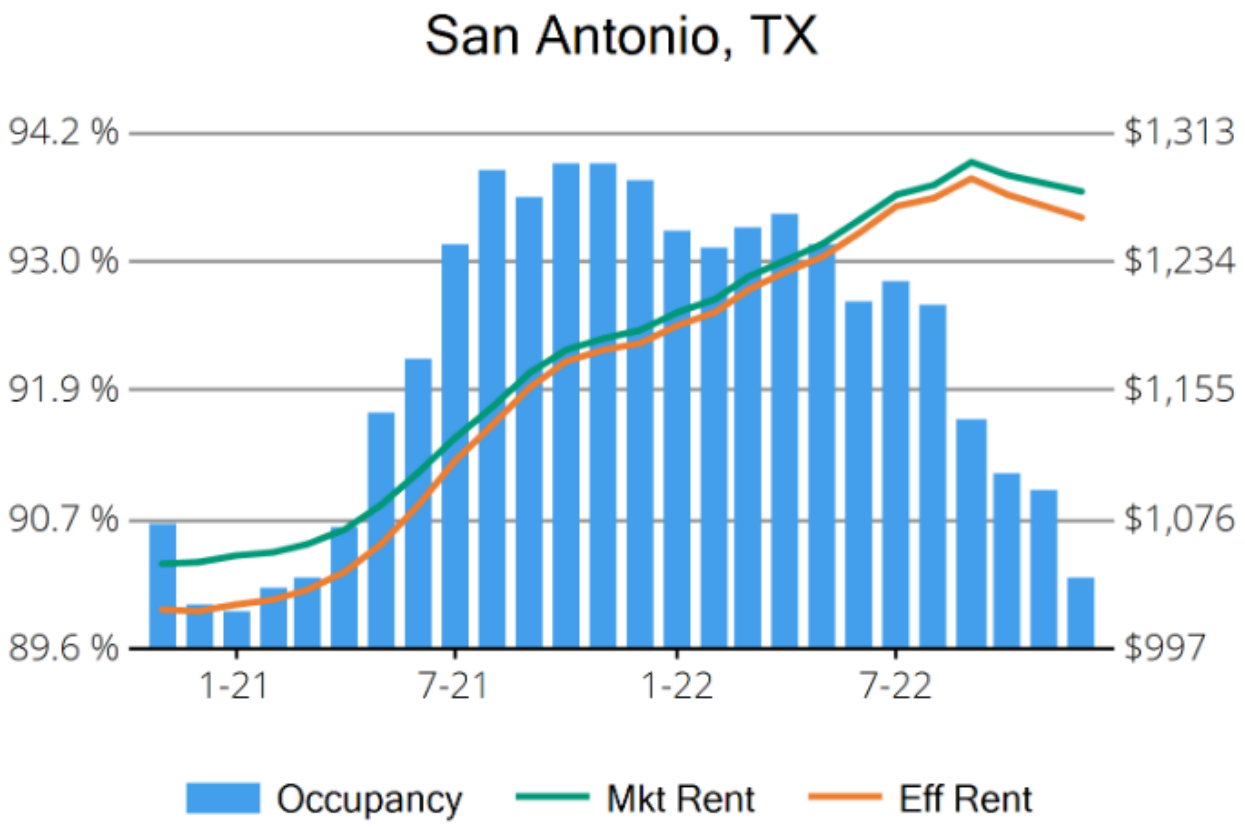
Zonda Education

© 2022 Zonda

Housing Market Trends: Multi-family market- December 2022

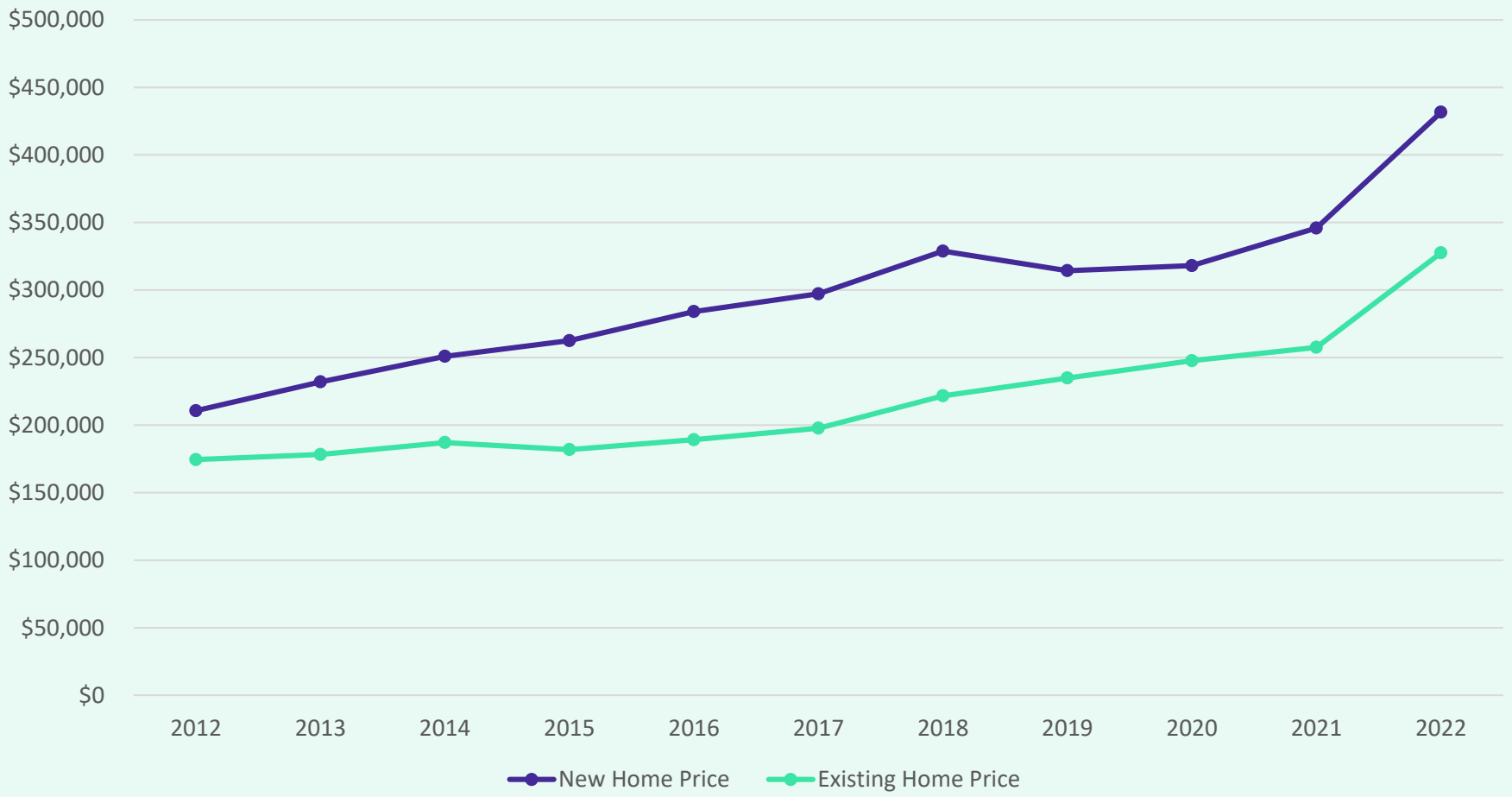
*Stabilized and Lease-up Properties**

Conventional Properties	Dec 2022	Annual Change
Occupancy	90.2	-4.1%
Unit Change	3,629	
Units Absorbed (Annual)	-4,057	
Average Size (SF)	852	0%
Asking Rent	$1,277	+7.0%
Asking Rent per SF	$1.50	+7.0%
Effective Rent	$1,261	+6.5%
Effective Rent per SF	$1.48	+6.4%
% Offering Concessions	20%	+19.1%
Avg. Concession Package	5.0%	+36.4%



Schertz-Cibolo-Universal City ISD Housing Market Analysis

Average New vs. Existing Home Sale Price, 2012 - 2022



	Avg New Home	Avg Existing Home
2012	$210,650	$174,468
2013	$231,997	$178,212
2014	$250,897	$187,097
2015	$262,532	$181,881
2016	$284,037	$189,189
2017	$297,182	$197,710
2018	$328,762	$221,637
2019	$314,299	$234,868
2020	$318,065	$247,691
2021	$345,858	$257,537
2022	$431,606	$327,526

- Since 2012, the average new home price in SCUCISD has more than doubled, a rise of nearly $221,000
- The average existing home price within the district has increased by 87%, or more than $153,000 since 2012

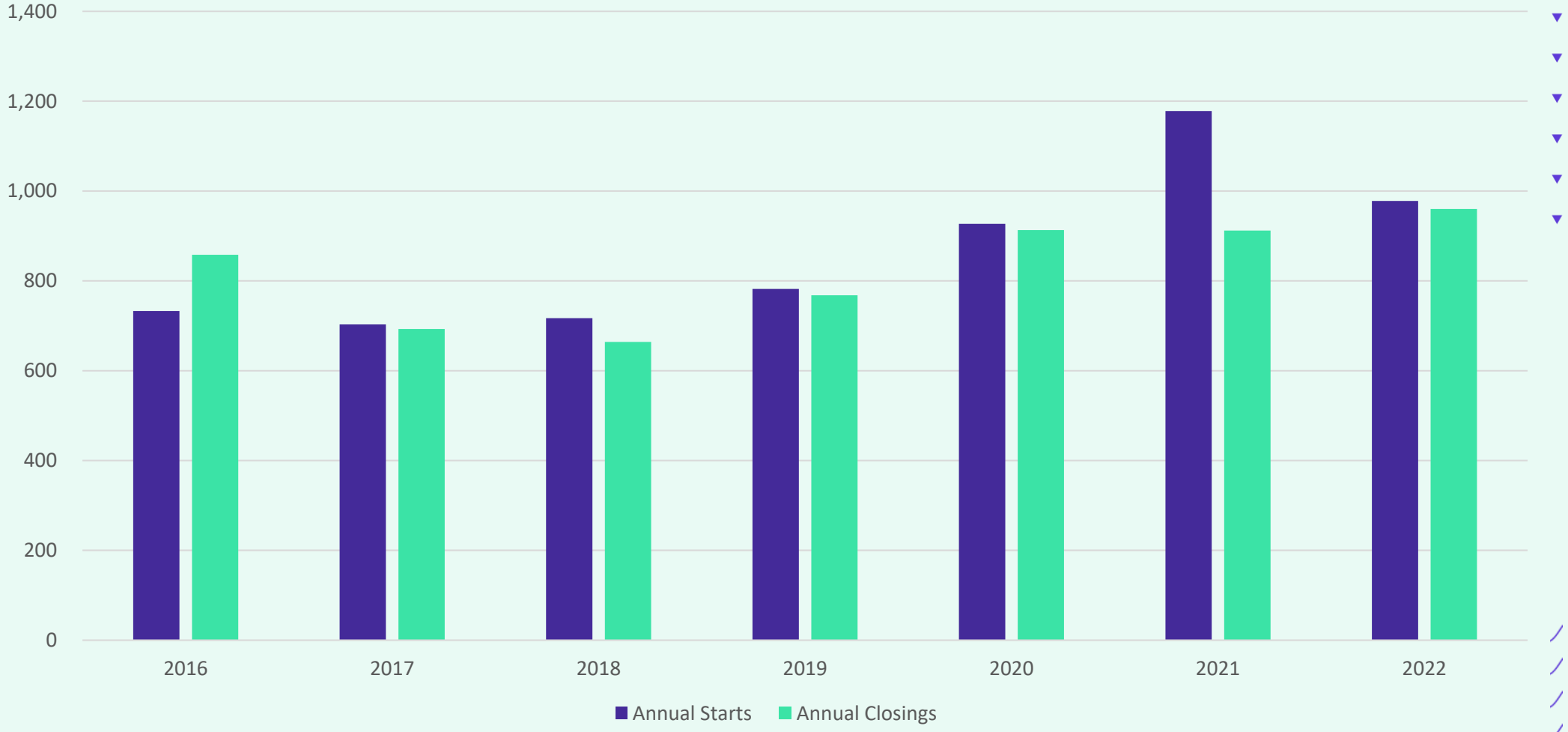
San Antonio New Home Ranking Report

ISD Ranked by Annual Closings – 4Q22

Rank	District Name	Annual Starts	Annual Closings	Inventory	VDL	Future
1	NORTHSIDE ISD	3,858	3,985	3,066	6,340	25,851
2	COMAL ISD	3,187	2,976	2,685	4,175	24,094
3	MEDINA VALLEY ISD	2,135	2,001	1,431	3,993	27,451
4	EAST CENTRAL ISD	2,157	1,691	1,544	3,533	26,459
5	JUDSON ISD	1,449	1,397	956	1,255	1,323
6	**SCHERTZ-CIBOLO-U CITY ISD***	**979**	**960**	**746**	**1,833**	**7,001**
7	SOUTHWEST ISD	1,107	843	860	1,926	10,350
8	NEW BRAUNFELS ISD	740	806	544	1,087	6,483
9	BOERNE ISD	594	706	577	1,123	11,097
10	SEGUIN ISD	548	554	329	895	5,300
11	SOUTHSIDE ISD	448	422	285	1,148	10,138
12	NAVARRO ISD	642	398	467	1,635	4,660
13	NORTH EAST ISD	439	385	349	682	6,020
14	SAN ANTONIO ISD	238	308	220	375	999
15	SOUTH SAN ANTONIO ISD	269	180	198	176	637
16	LYTLE ISD	87	96	40	109	1,381
17	HARLANDALE ISD	40	76	27	14	144
18	ALAMO HEIGHTS ISD	59	42	68	93	22
19	JOURDANTON ISD	0	24	4	4	36
20	MARION ISD	24	14	30	340	4,388

** Based on additional Zonda Education housing research*

District New Home Starts and Closings



Starts	2016	2017	2018	2019	2020	2021	2022
1Q	190	196	175	201	237	294	349
2Q	168	168	180	176	197	300	393
3Q	233	167	177	207	261	265	174
4Q	142	172	185	198	232	319	63
Total	**733**	**703**	**717**	**782**	**927**	**1,178**	**979**

Closings	2016	2017	2018	2019	2020	2021	2022
1Q	225	194	133	138	165	190	181
2Q	237	172	185	211	249	258	227
3Q	235	179	185	240	286	268	218
4Q	161	148	161	179	213	196	334
Total	**858**	**693**	**664**	**768**	**913**	**912**	**960**

District Housing Overview by Elementary Zone

Elementary	Annual Starts	Quarter Starts	Annual Closings	Quarter Closings	Under Const.	Inventory	Vacant Dev. Lots	Future
CIBOLO VALLEY	66	12	18	10	57	64	161	500
GREEN VALLEY	0	0	0	0	0	0	0	0
PASCHAL	3	0	5	1	1	2	36	38
ROSE GARDEN	295	8	448	101	153	215	438	3,307
SCHERTZ	98	6	73	39	48	62	26	60
SIPPEL	130	23	175	45	94	118	696	1,526
WATTS	155	2	65	43	99	118	82	633
WIEDERSTEIN	232	12	176	95	126	167	394	937
Grand Total	**979**	**63**	**960**	**334**	**578**	**746**	**1,833**	**7,001**

Highest activity in the category

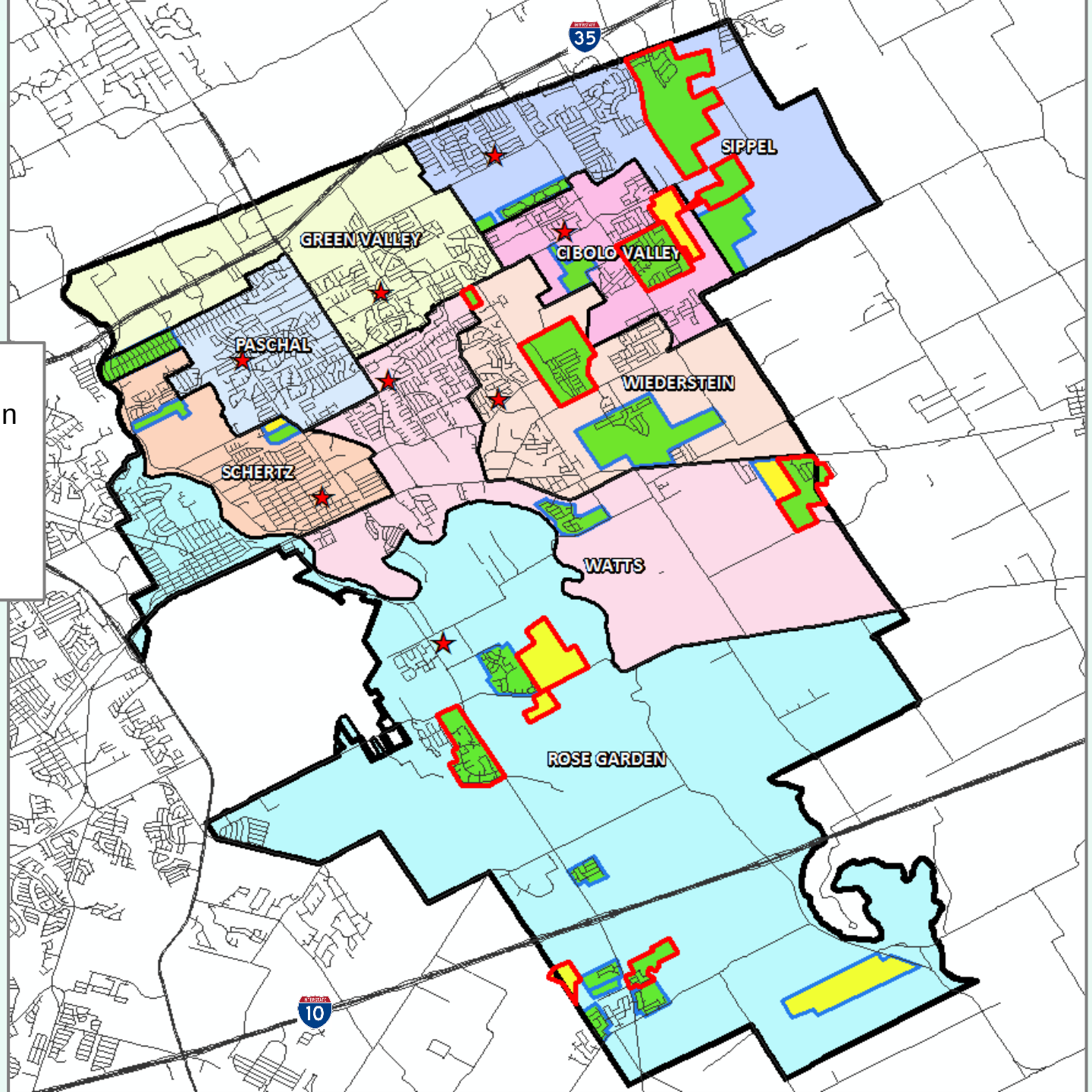
Second highest activity in the category

Third highest activity in the category

Zonda Education

District Housing Overview

- The district has 23 actively building subdivisions
- Within SCUCISD there are 7 future subdivisions in various stages of planning
- Of these, groundwork is underway on more than 1,140 lots within 12 subdivisions
- 392 lots have been delivered in the 4th quarter

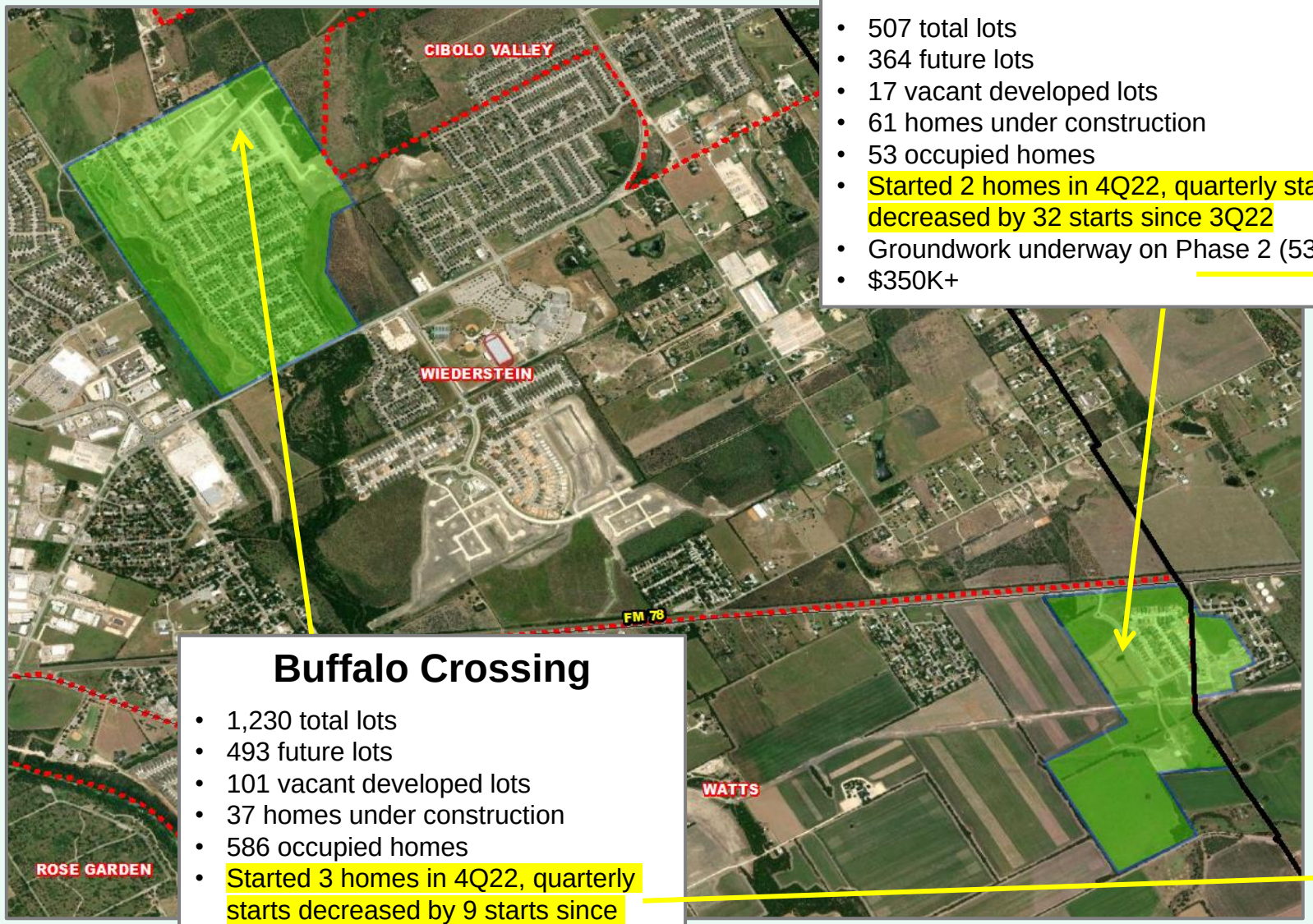


Subdivisions

- ACTIVE
- FUTURE
- Groundwork Underway

Zonda Education

Residential Activity



Venado Crossing

- 507 total lots
- 364 future lots
- 17 vacant developed lots
- 61 homes under construction
- 53 occupied homes
- Started 2 homes in 4Q22, quarterly starts decreased by 32 starts since 3Q22
- Groundwork underway on Phase 2 (53 lots)
- $350K+



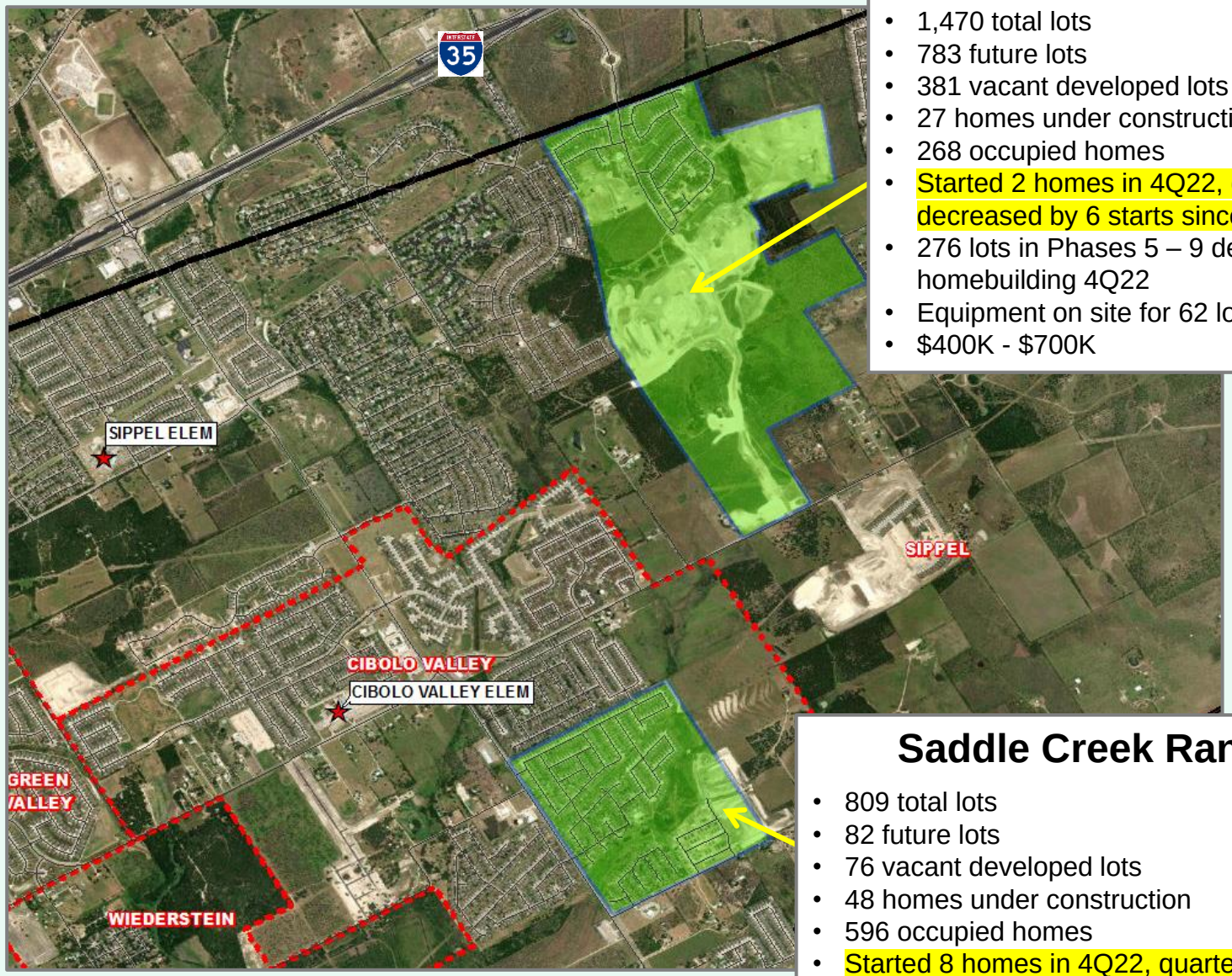
Buffalo Crossing

- 1,230 total lots
- 493 future lots
- 101 vacant developed lots
- 37 homes under construction
- 586 occupied homes
- Started 3 homes in 4Q22, quarterly starts decreased by 9 starts since 3Q22
- Groundwork underway on 95 lots in Phase 2
- $360K+



Zonda Education

Residential Activity



Homestead

- 1,470 total lots
- 783 future lots
- 381 vacant developed lots
- 27 homes under construction
- 268 occupied homes
- Started 2 homes in 4Q22, quarterly starts decreased by 6 starts since 3Q22
- 276 lots in Phases 5 – 9 delivered for homebuilding 4Q22
- Equipment on site for 62 lots in Phase 11
- $400K - $700K



Saddle Creek Ranch

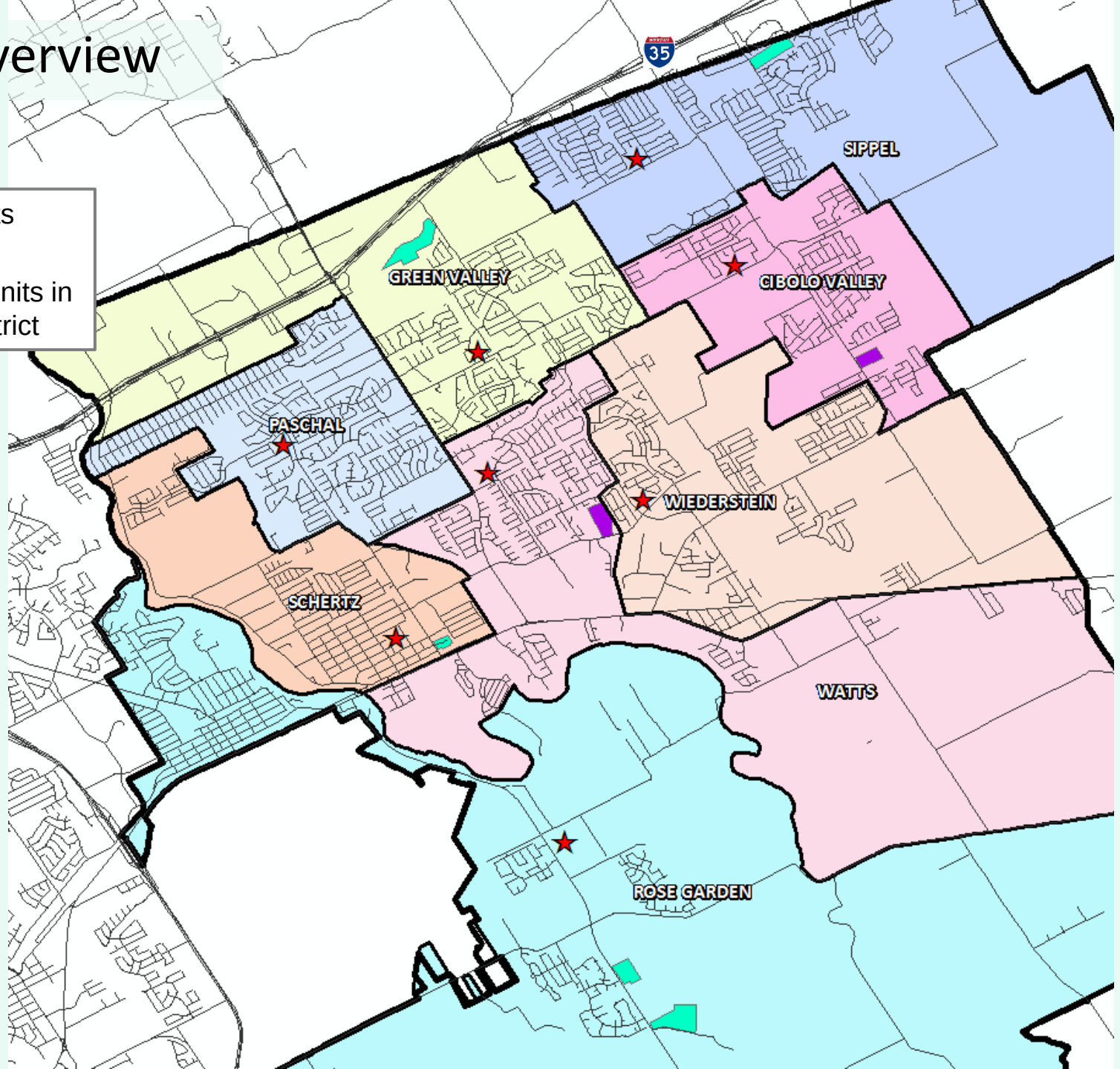
- 809 total lots
- 82 future lots
- 76 vacant developed lots
- 48 homes under construction
- 596 occupied homes
- Started 8 homes in 4Q22, quarterly starts decreased by 17 starts since 3Q22
- Groundwork underway on Phase 9 (82 lots)
- $290K+



Zonda Education

District Multi-Family Overview

- There are more than 550 multi-family units under construction
- There are nearly 800 future multi-family units in various stages of planning across the district



Ten Year Forecast by Grade Level

Year (Oct.)	EE	PK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total	Total Growth	% Growth
2018/19	70	337	982	1,050	1,070	1,143	1,205	1,198	1,146	1,139	1,264	1,366	1,356	1,291	1,201	15,818		
2019/20	86	327	1,048	1,036	1,093	1,125	1,184	1,211	1,234	1,183	1,180	1,419	1,340	1,282	1,224	15,972	154	1.0%
2020/21	77	248	951	1,019	1,040	1,077	1,135	1,143	1,232	1,248	1,219	1,293	1,394	1,305	1,292	15,673	-299	-1.9%
2021/22	78	377	935	997	1,019	1,074	1,116	1,124	1,221	1,287	1,318	1,428	1,347	1,305	1,264	15,890	217	1.4%
2022/23	67	369	819	962	998	1,077	1,114	1,067	1,133	1,230	1,306	1,478	1,371	1,247	1,283	15,521	-369	-2.3%
2023/24	67	414	927	881	997	1,049	1,143	1,133	1,099	1,159	1,249	1,476	1,457	1,297	1,225	15,573	52	0.3%
2024/25	67	428	954	998	910	1,049	1,122	1,161	1,174	1,123	1,178	1,419	1,455	1,365	1,267	15,670	97	0.6%
2025/26	67	454	1,007	1,036	1,032	960	1,117	1,142	1,191	1,195	1,140	1,331	1,384	1,366	1,330	15,752	82	0.5%
2026/27	67	477	1,061	1,086	1,068	1,082	1,019	1,138	1,178	1,220	1,214	1,295	1,310	1,302	1,334	15,851	99	0.6%
2027/28	67	477	1,062	1,142	1,114	1,115	1,133	1,039	1,173	1,201	1,239	1,376	1,271	1,231	1,271	15,911	60	0.4%
2028/29	67	490	1,090	1,118	1,171	1,170	1,179	1,155	1,069	1,192	1,220	1,400	1,348	1,194	1,205	16,068	157	1.0%
2029/30	67	493	1,098	1,147	1,154	1,228	1,236	1,202	1,191	1,087	1,211	1,384	1,375	1,267	1,168	16,308	240	1.5%
2030/31	67	498	1,107	1,158	1,184	1,209	1,296	1,259	1,239	1,212	1,104	1,376	1,357	1,292	1,239	16,597	289	1.8%
2031/32	67	506	1,125	1,168	1,197	1,243	1,279	1,320	1,298	1,262	1,231	1,256	1,348	1,276	1,263	16,839	242	1.5%
2032/33	67	512	1,137	1,186	1,207	1,258	1,315	1,303	1,361	1,324	1,282	1,398	1,232	1,266	1,247	17,095	255	1.5%

Yellow box = largest grade per year
Green box = second largest grade per year

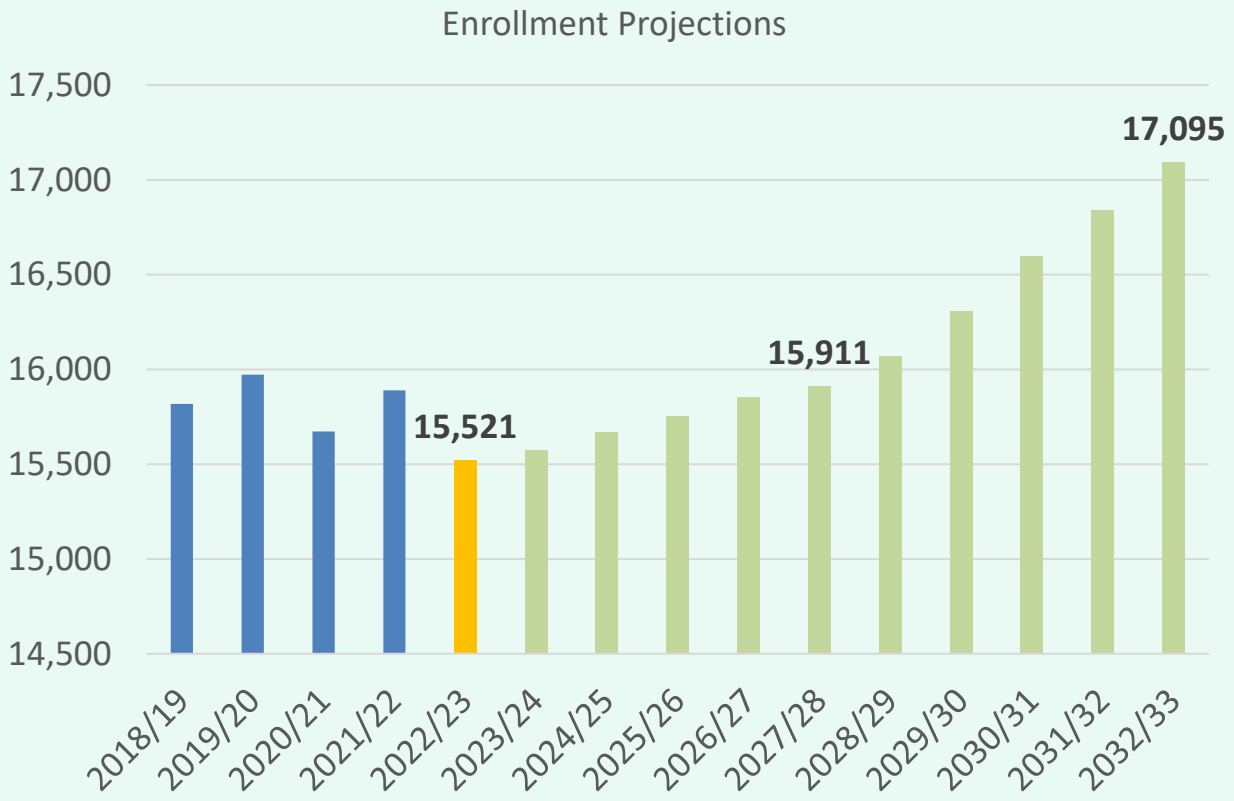
Ten Year Forecast by Campus

Campus	Functional Capacity	Max Capacity	Fall 2022/23	ENROLLMENT PROJECTIONS 2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33
CIBOLO VALLEY EL	891	1,200	761	750	752	767	816	869	910	925	936	950	968
GREEN VALLEY EL	673	924	586	576	549	536	535	559	574	585	593	594	591
NORMA PASCHAL EL	673	924	603	600	588	600	602	618	625	628	630	627	623
ROSE GARDEN EL	891	1,200	899	963	1,010	1,062	1,099	1,149	1,201	1,254	1,292	1,333	1,368
SCHERTZ EL	675	1,102	671	684	688	683	699	701	701	694	686	670	657
SIPPEL EL	675	1,058	742	749	745	771	802	845	873	904	927	953	998
WATTS EL	673	924	593	586	591	599	618	641	656	671	679	680	688
WIEDERSTEIN EL	675	1,058	551	571	606	655	690	728	745	762	776	778	788
ELEMENTARY TOTALS			5,406	5,478	5,528	5,673	5,860	6,110	6,285	6,423	6,519	6,585	6,682
Elementary Percent Change			-3.40%	1.34%	0.91%	2.62%	3.29%	4.27%	2.86%	2.20%	1.49%	1.01%	1.46%
Elementary Absolute Change			-190	72	50	145	187	250	175	138	96	66	96
JORDAN INT	810	1,000	716	775	827	822	857	844	859	932	977	1,030	1,056
SCHLATHER INT	810	1,200	750	723	776	769	703	642	642	703	746	788	800
WILDER INT	810	1,250	734	734	732	742	756	726	723	758	775	800	808
INTERMEDIATE TOTALS			2,200	2,232	2,335	2,333	2,316	2,212	2,224	2,393	2,498	2,618	2,664
Intermediate Percent Change			-6.18%	1.45%	4.61%	-0.09%	-0.73%	-4.49%	0.54%	7.60%	4.39%	4.80%	1.76%
Intermediate Absolute Change			-145	32	103	-2	-17	-104	12	169	105	120	46

Ten Year Forecast by Campus

Campus	Functional Capacity	Max Capacity	Fall 2022/23	ENROLLMENT PROJECTIONS 2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33
DOBIE JH	1,300	1,540	1,348	1,311	1,235	1,242	1,329	1,319	1,267	1,193	1,204	1,312	1,386
CORBETT JH	1,080	1,500	1,188	1,097	1,066	1,093	1,105	1,121	1,145	1,105	1,112	1,181	1,220
JUNIOR HIGH SCHOOL TOTALS			2,536	2,408	2,301	2,335	2,434	2,440	2,412	2,298	2,316	2,493	2,606
Junior High School Percent Change			-2.65%	-5.05%	-4.44%	1.48%	4.24%	0.25%	-1.15%	-4.73%	0.78%	7.64%	4.53%
Junior High School Absolute Change			-69	-128	-107	34	99	6	-28	-114	18	177	113
CLEMENS HS	2,700	3,300	2,544	2,613	2,626	2,566	2,513	2,454	2,433	2,484	2,524	2,491	2,530
STEELE HS	2,160	3,200	2,716	2,723	2,761	2,726	2,609	2,576	2,595	2,591	2,621	2,533	2,494
ALSELC			119	119	119	119	119	119	119	119	119	119	119
HIGH SCHOOL TOTALS			5,379	5,455	5,506	5,411	5,241	5,149	5,147	5,194	5,264	5,143	5,143
High School Percent Change			0.65%	1.41%	0.93%	-1.73%	-3.14%	-1.76%	-0.04%	0.91%	1.35%	-2.30%	0.00%
High School Absolute Change			35	76	51	-95	-170	-92	-2	47	70	-121	0
DISTRICT TOTALS			**15,521**	**15,573**	**15,670**	**15,752**	**15,851**	**15,911**	**16,068**	**16,308**	**16,597**	**16,839**	**17,095**
District Percent Change			-2.32%	0.34%	0.62%	0.52%	0.63%	0.38%	0.98%	1.50%	1.77%	1.46%	1.52%
District Absolute Change			369	52	97	82	99	60	157	240	289	242	255

Key Takeaways



- Schertz-Cibolo-Universal City ISD experienced record high new home closings in 4Q22
- The district has 23 actively building subdivisions with over 1,800 lots available to build on
- SCUCISD has 7 future subdivisions with approx. 7,000 lots in the planning stages
- Groundwork is underway on more than 1,140 lots within 12 subdivisions
- Five year enrollment could exceed 15,900

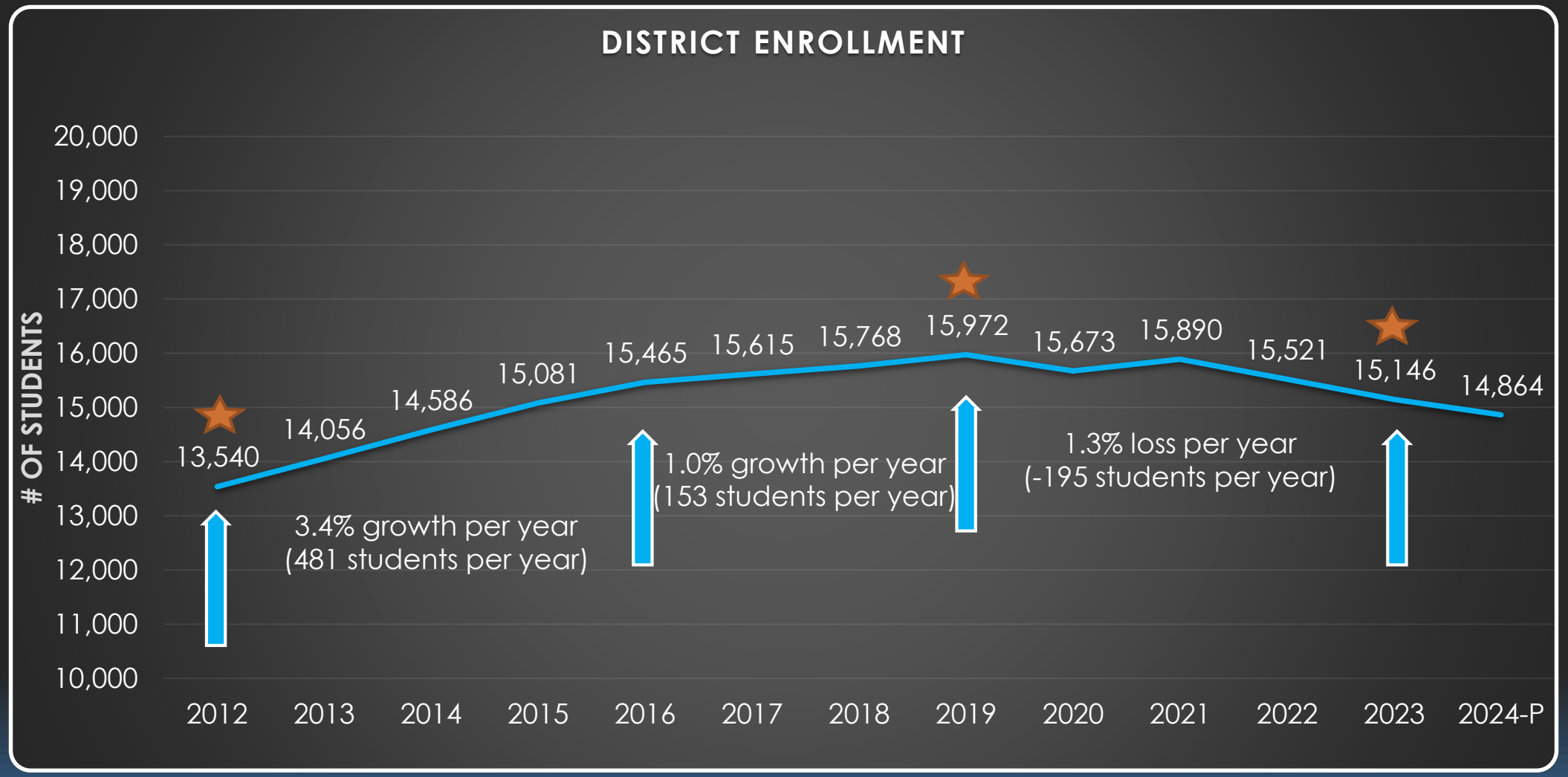
SCHERTZ - CIBOLO - UNIVERSAL CITY ISD

10 YEAR CAMPUS FORECASTING

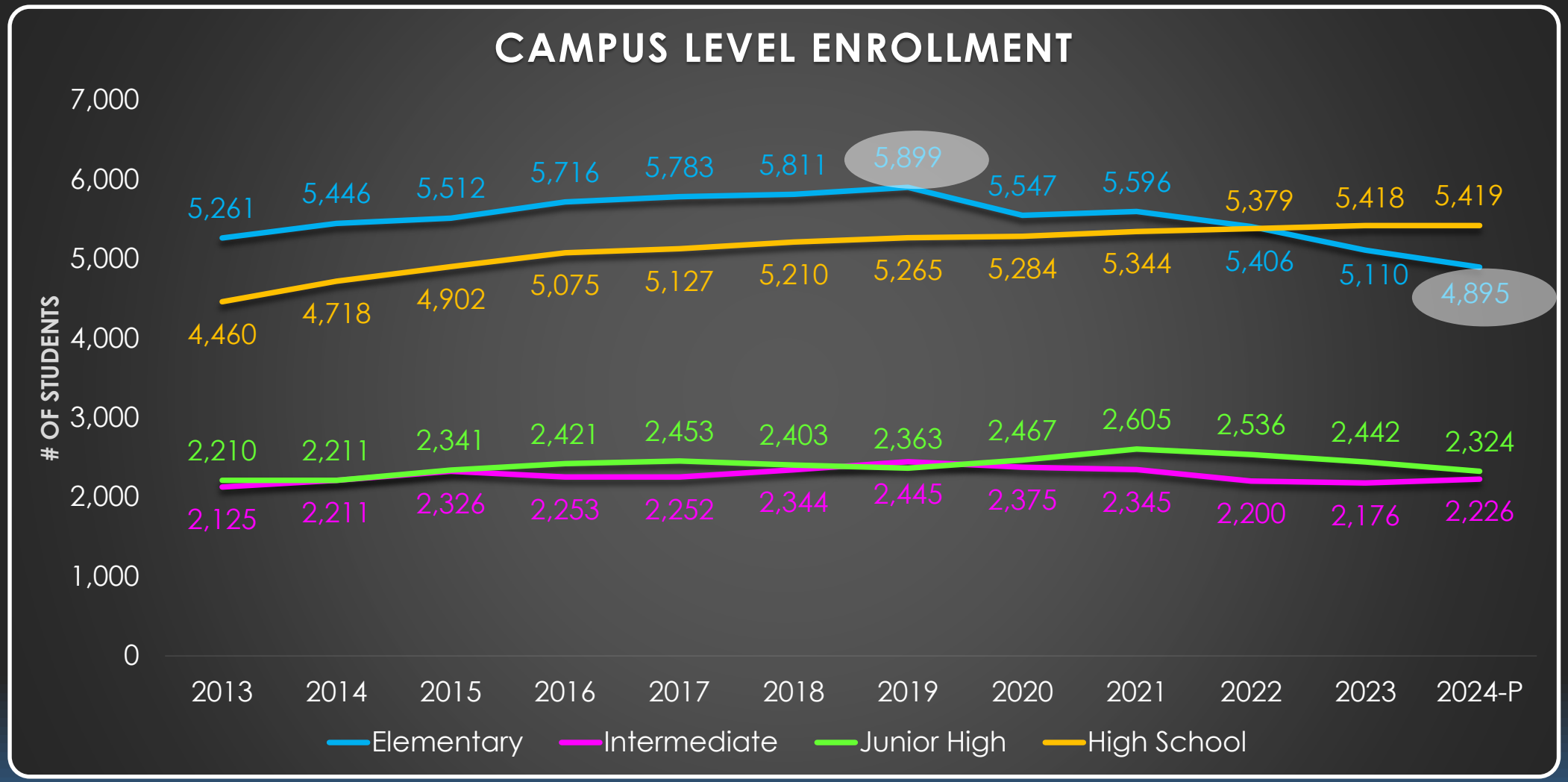
FORECASTING CONSIDERATIONS

- Enrollment
  - Historical Trends
  - Projections
  - Transfers to Charters and Other ISDs
- Campus Capacity
- Bonding Capacity

HISTORICAL ENROLLMENT



HISTORICAL ENROLLMENT BY CAMPUS LEVEL



ENROLLMENT HISTORY BY LEVEL – OCTOBER

- 2019 to 2023 Enrollment Decrease
  - High School enrollment has remained strong
  - We have added 154 High School students since 2019
  - And Junior High has only lost 39 students since 2019
- Elementary is where we have felt the largest drop in enrollment
  - Specifically, 918 students lost since 2019
  - and 219 students lost at the intermediate level.

STUDENT TRANSFERS

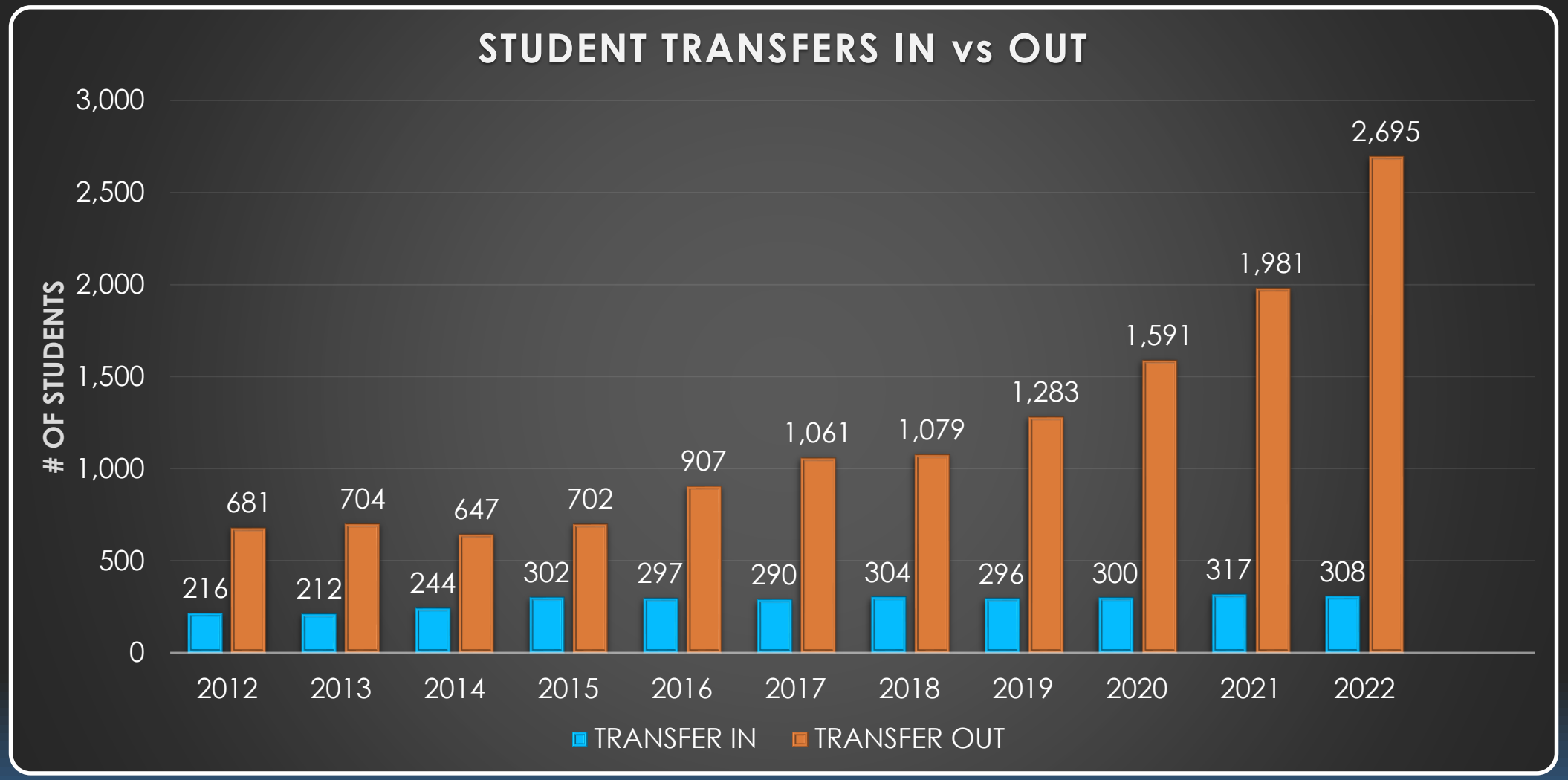
PEIMS YEAR	TRANSFER IN	TRANSFER OUT	DIFFERENCE
2012	216	681	-465
2013	212	704	-492
2014	244	647	-403
2015	302	702	-400
2016	297	907	-610
2017	290	1061	-771
2018	304	1079	-775
2019	296	1283	-987
2020	300	1591	-1291
2021	317	1981	-1664
2022	308	2695	-2387
2023	Data available in March		

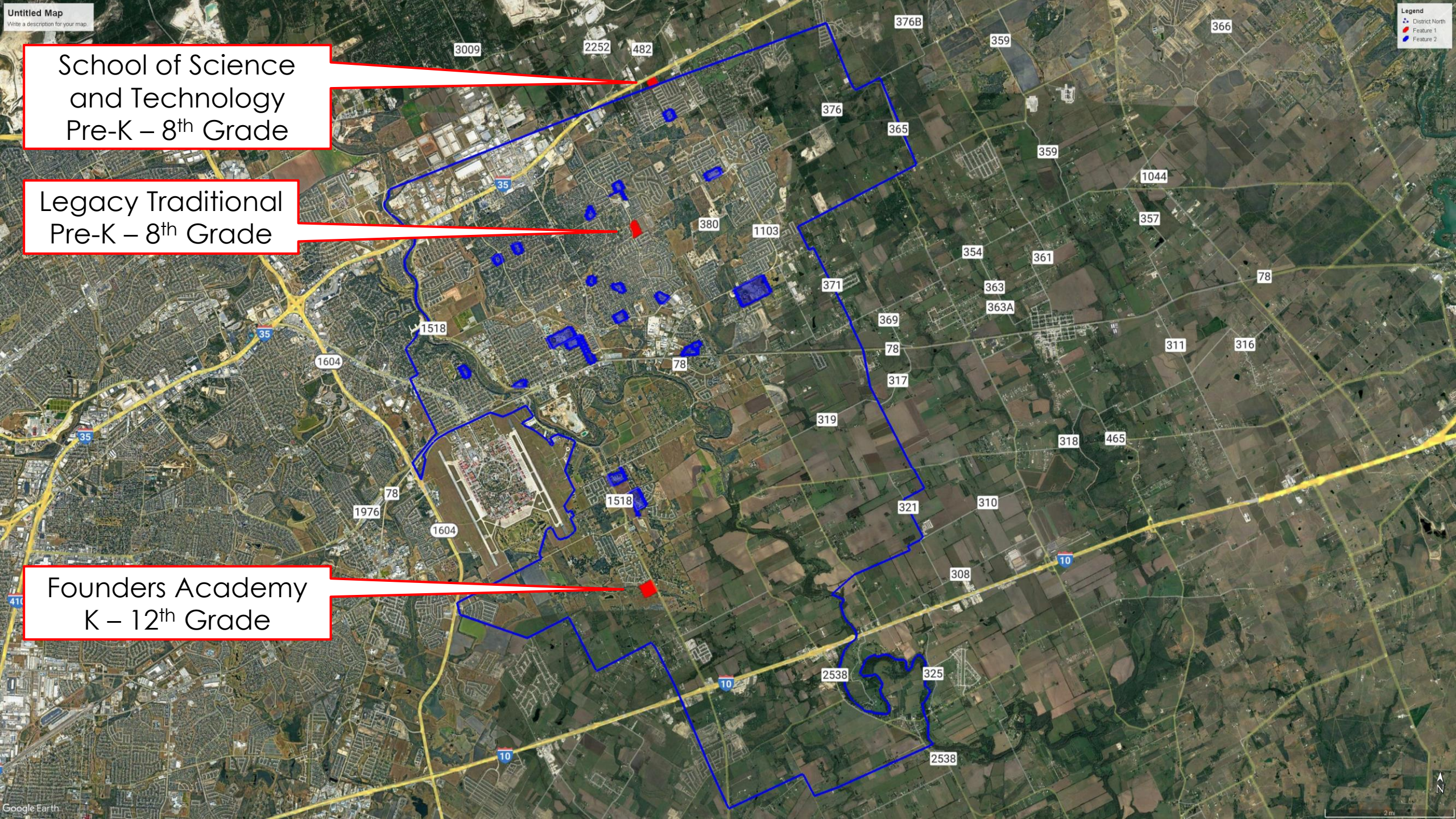
First Year of Founders Charter School →

First Year of School of Science and Technology →

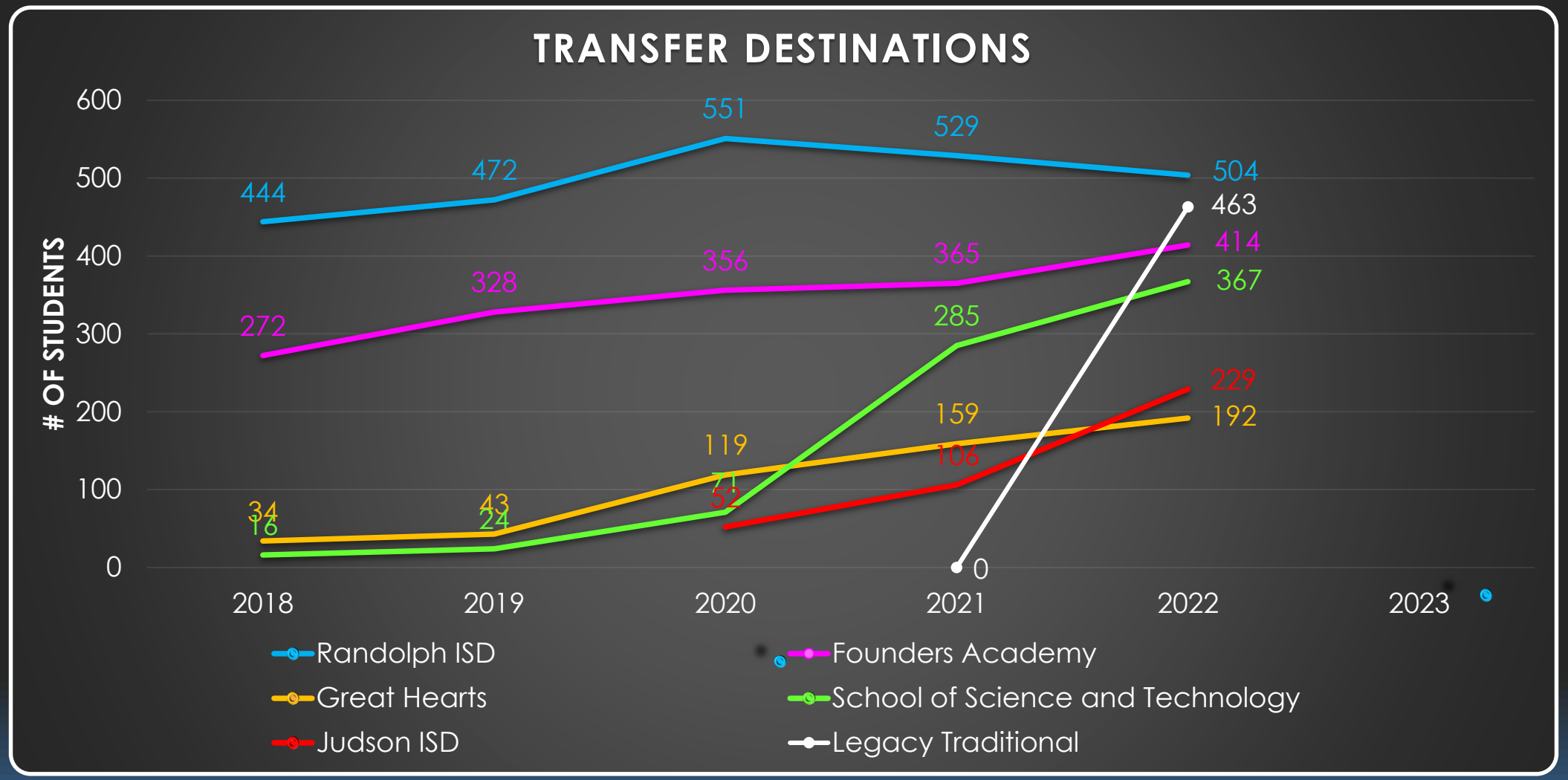
First Year of Legacy Traditional School →

STUDENT TRANSFERS IN VS. OUT

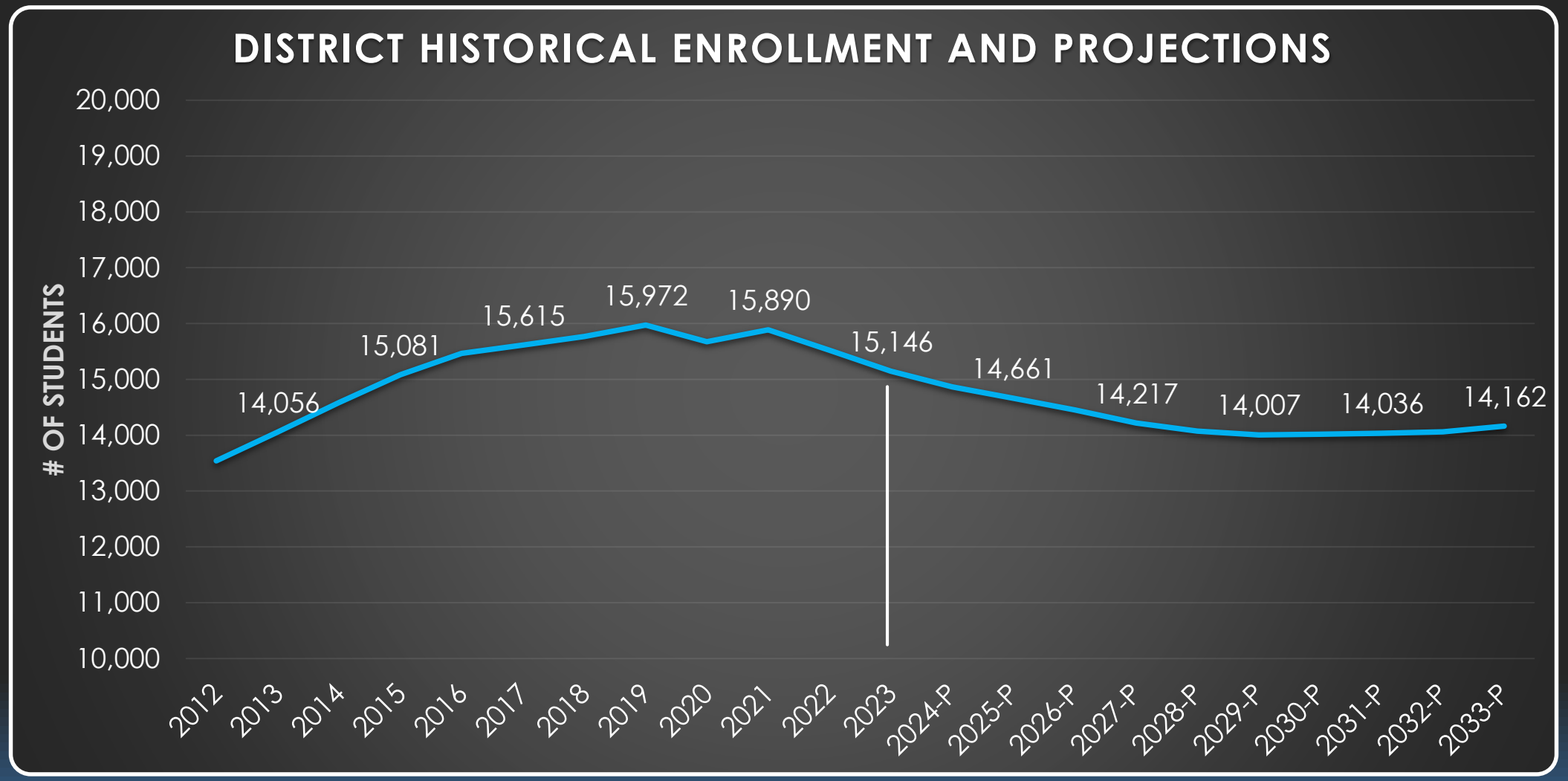



Untitled Map
Write a description for your map.
School of Science and Technology Pre-K – 8th Grade
Legacy Traditional Pre-K – 8th Grade
Founders Academy K – 12th Grade
Legend
District North
Feature 1
Feature 2
3009
2252
482
376B
359
366
376
365
359
1044
380
1103
357
354
361
78
371
363
363A
369
78
1518
1604
78
317
311
316
319
318
465
78
1976
1518
1604
321
310
308
2538
325
2538
35
10
Google Earth
N

MAIN DESTINATIONS FOR TRANSFERS OUT



SO, HOW MANY STUDENTS WILL WE HAVE IN THE FUTURE?



ENROLLMENT PROJECTIONS

- Over the next 6 years our District is projected to lose on average 1.3% of our enrollment annually.
  - Resulting in the potential decline in enrollment of another 1,139 students over the same period
  - Larger graduating classes continue to be replaced with smaller Pre-K and Kinder
  - Growth in Charter enrollment is likely to contribute to the smaller elementary class sizes

PEIMS YEAR	PROJECTED ENROLLMENT	GROWTH (DECLINE)	PERCENTAGE CHANGE
2023	15,146	-375	-2.42%
2024-P	14,864	-282	-1.86%
2025-P	14,661	-203	-1.37%
2026-P	14,451	-210	-1.43%
2027-P	14,217	-234	-1. 62%
2028-P	14,073	-144	-1.01%
2029-P	14,007	-66	-0.47%
2030-P	14,017	10	0.07%
2031-P	14,036	19	0.14%
2032-P	14,059	22	0.16%
2033-P	14,162	103	0.73%

ENROLLMENT PROJECTIONS

- Beginning in 2030 the district is expected to begin adding students
  - Incoming elementary enrollment and graduating classes begin to reach a balance
  - In 2033 we are projected to return to the enrollment we had in 2013

PEIMS YEAR	PROJECTED ENROLLMENT	GROWTH (DECLINE)	PERCENTAGE CHANGE
2023	15,146	-375	-2.44%
2024-P	14,864	-282	-1.86%
2025-P	14,661	-203	-1.37%
2026-P	14,451	-210	-1.43%
2027-P	14,217	-234	-1. 62%
2028-P	14,073	-144	-1.01%
2029-P	14,007	-66	-0.47%
2030-P	14,017	10	0.07%
2031-P	14,036	19	0.14%
2032-P	14,059	22	0.16%
2033-P	14,162	103	0.73%

WHY HAS IT BECOME SO HARD TO PROJECT ENROLLMENT?

- Prior to COVID and area Charter Schools, SCUC was essentially the only option for parents moving into our growing community.
  - When projecting growth, birth rates and housing growth were the only two major variables we had to consider.
- Beginning 2017 with the first area Charter School, parents began to exercise their choice.
  - with COVID we saw virtual learning enter the game and homeschooling became more prevalent
  - Our community also continued to experience aging in place
- Projecting enrollment is much more difficult with these added variables.

FORECASTING CONSIDERATIONS

- Enrollment
  - Historical Trends
  - Projections
  - Transfers to Charters and Other ISDs
- Campus Capacity

UNDERSTANDING CAMPUS CAPACITY

- Design Capacity
  - Capacity of a campus as architecturally designed with every full-size classroom at full capacity
  - Ex. Sippel Elementary has a design capacity of 750 students
- Functional Capacity
  - Design capacity of a campus minus 10% to account for special programs on a campus that reduce the capacity of a full-size classroom
  - Ex. Sippel Elementary has a functional capacity of 675 students
- Maximum Capacity
  - Campus capacity considering the addition of portable classroom buildings to the design capacity and the number of students the common areas of the campus can support
  - Ex. Sippel Elementary has a maximum capacity of 1058 students

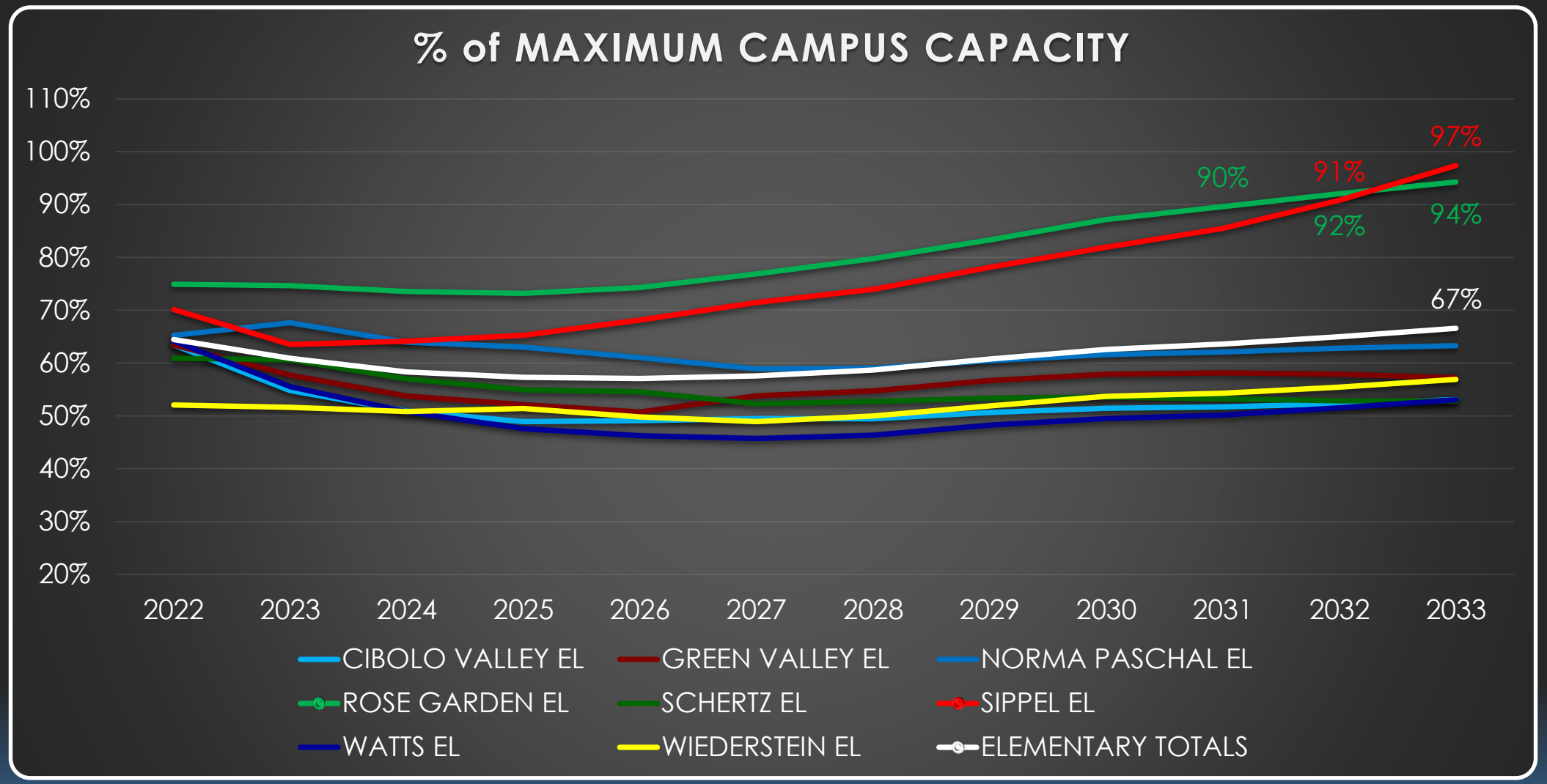
PLANNING USING OUR MAXIMUM CAPACITY

- We begin considering the use of **CAPACITY RELIEF TOOLS** when a campus reaches **90%** of its maximum capacity. The District has several tools at our disposal
- Tools to **REDUCE/MAINTAIN THE ENROLLMENT** of a campus include:
  - Capping enrollment of the campus to new students
  - Moving special programs to campuses with lower enrollments
- Tools to **BALANCE THE ENROLLMENT** at campuses include:
  - Rezoning the attendance boundaries
- Tools to **INCREASE THE CAPACITY** of the campus/district include:
  - Adding portable classroom buildings
  - Adding to or renovating the existing building
  - Building a new campus to the district

ELEMENTARY CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
CIBOLO VALLEY EL	891	1,200	761	657	611	587	589	594	594	608	617	620	627	637
% Max Capacity			63%	55%	51%	49%	49%	49%	49%	51%	51%	52%	52%	53%
GREEN VALLEY EL	673	924	586	533	497	482	469	497	506	524	535	537	535	529
% Max Capacity			63%	58%	54%	52%	51%	54%	55%	57%	58%	58%	58%	57%
NORMA PASCHAL EL	673	924	603	625	591	582	564	544	546	559	569	574	580	585
% Max Capacity			65%	68%	64%	63%	61%	59%	59%	60%	62%	62%	63%	63%
ROSE GARDEN EL	891	1,200	899	896	882	878	891	923	957	999	1,046	1,075	1,104	1,131
% Max Capacity			75%	75%	74%	73%	74%	77%	80%	83%	87%	90%	92%	94%
SCHERTZ EL	675	1,102	671	668	628	605	601	576	581	588	591	586	582	582
% Max Capacity			61%	61%	57%	55%	55%	52%	53%	53%	54%	53%	53%	53%
SIPPEL EL	675	1,058	742	672	679	690	721	756	782	827	867	904	961	1,030
% Max Capacity			70%	64%	64%	65%	68%	71%	74%	78%	82%	85%	91%	97%
WATTS EL	673	924	593	513	469	440	428	423	428	446	457	463	476	490
% Max Capacity			64%	56%	51%	48%	46%	46%	46%	48%	49%	50%	52%	53%
WIEDERSTEIN EL	675	1,058	551	546	538	544	527	517	529	549	568	574	587	602
% Max Capacity			52%	52%	51%	51%	50%	49%	50%	52%	54%	54%	55%	57%
ELEMENTARY TOTALS	5,826	8,390	5,406	5,110	4,895	4,808	4,790	4,830	4,922	5,099	5,250	5,335	5,453	5,587
% Max Capacity			64%	61%	58%	57%	57%	58%	59%	61%	63%	64%	65%	67%
Elementary Percent Change			-3.40%	-5.48%	-4.21%	-1.78%	-0.37%	0.83%	1.91%	3.59%	2.96%	1.63%	2.20%	2.46%
Elementary Absolute Change			-190	-296	-215	-87	-18	40	92	177	151	85	117	134

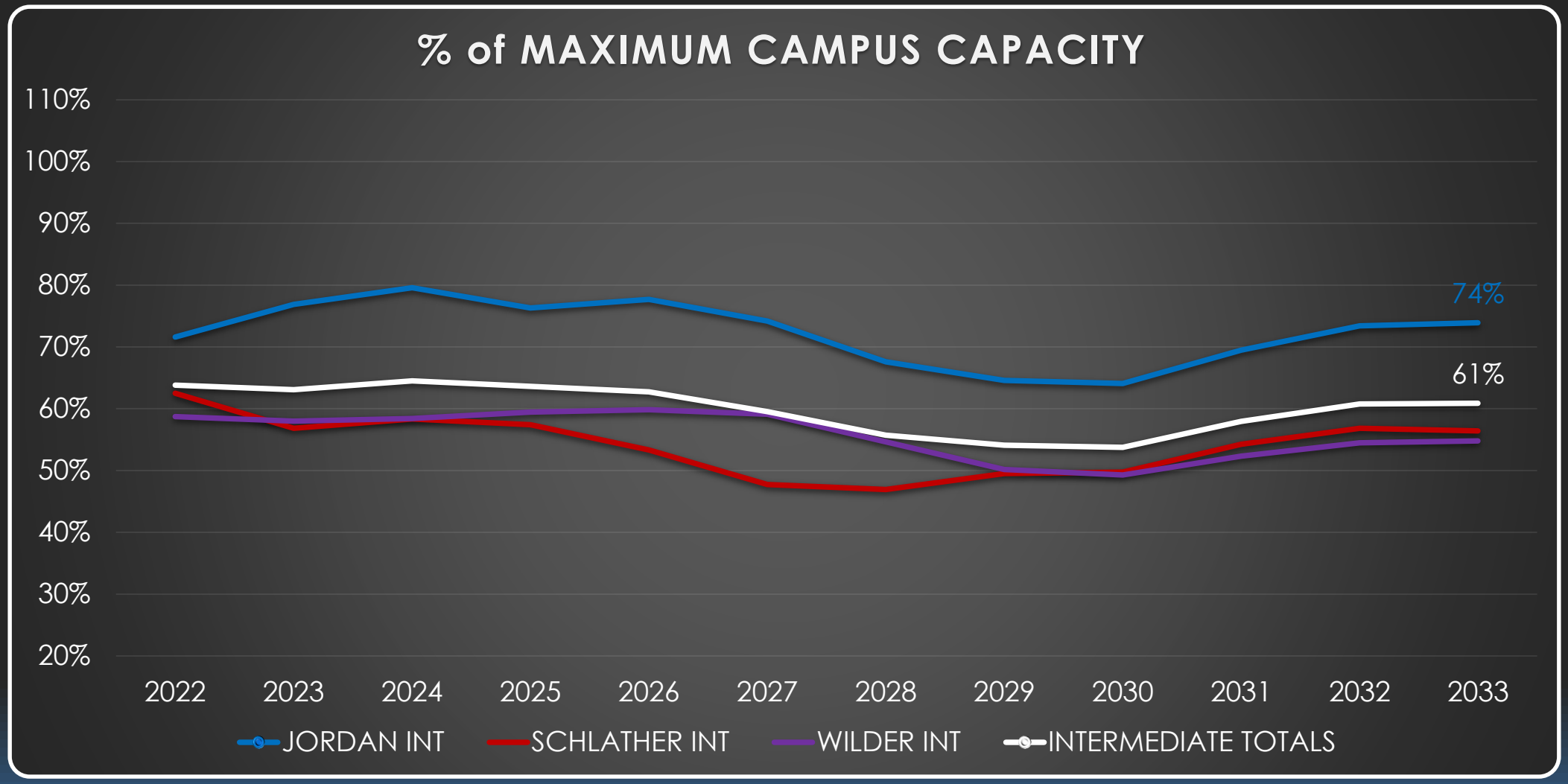
ELEMENTARY CAPACITIES



INTERMEDIATE CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
JORDAN INT	810	1,000	716	769	796	763	777	742	676	646	641	695	734	739
% Max Capacity			72%	77%	80%	76%	78%	74%	68%	65%	64%	70%	73%	74%
SCHLATHER INT	810	1,200	750	682	700	689	640	573	563	594	597	651	682	677
% Max Capacity			63%	57%	58%	57%	53%	48%	47%	50%	50%	54%	57%	56%
WILDER INT	810	1,250	734	725	730	743	748	739	683	627	616	654	681	685
% Max Capacity			59%	58%	58%	59%	60%	59%	55%	50%	49%	52%	54%	55%
INTERMEDIATE TOTALS		3,450	2,201	2,176	2,226	2,195	2,165	2,054	1,922	1,867	1,854	2,000	2,097	2,101
% Max Capacity			64%	63%	65%	64%	63%	60%	56%	54%	54%	58%	61%	61%
Intermediate Percent Change			-6.13%	-1.09%	2.30%	-1.39%	-1.37%	-5.13%	-6.43%	-2.86%	-0.70%	7.87%	4.85%	0.19%
Intermediate Absolute Change			-144	-24	50	-31	-30	-111	-132	-55	-13	146	97	4

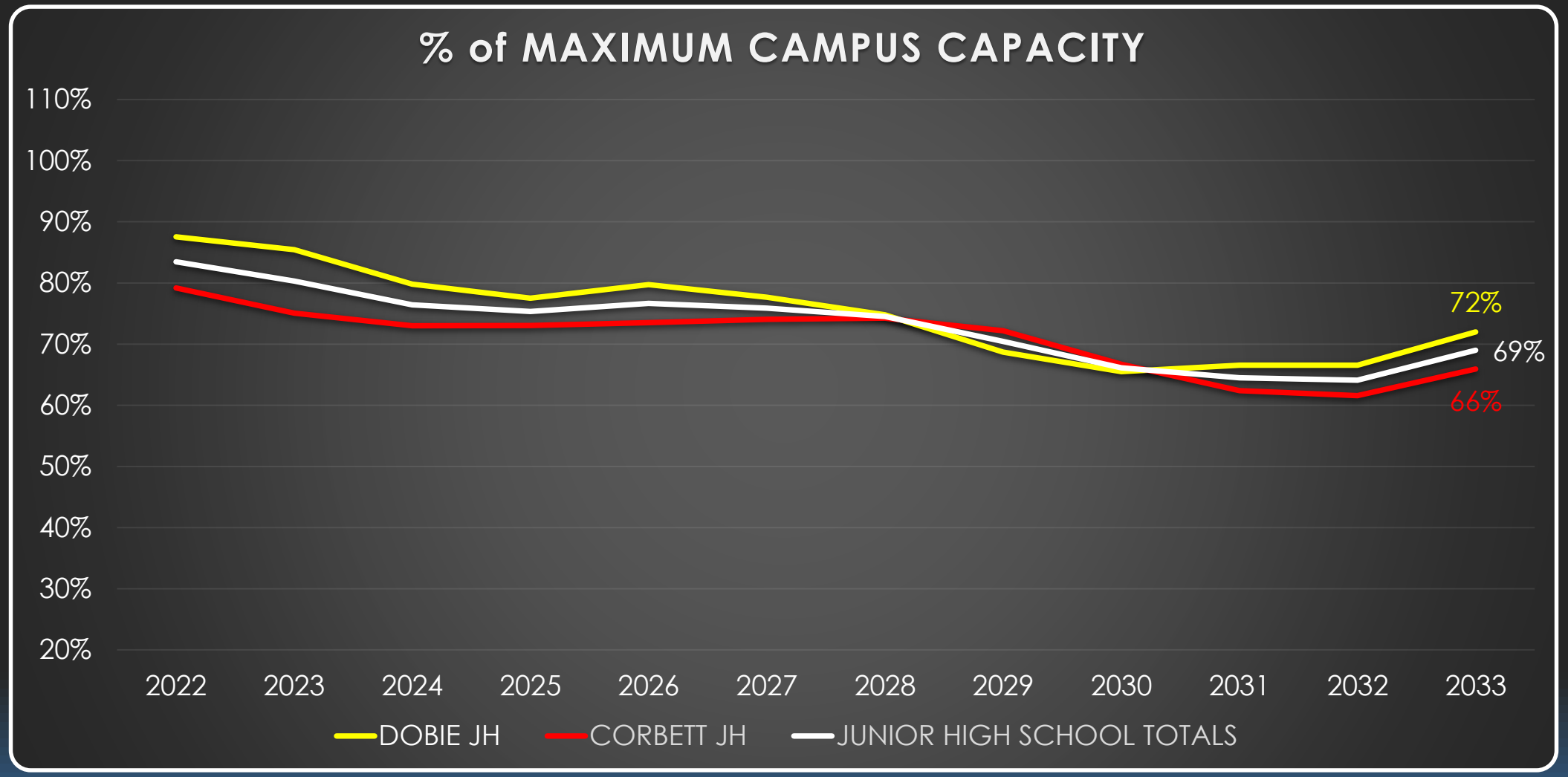
INTERMEDIATE CAPACITIES



JUNIOR HIGH CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
DOBIE JH	1,300	1,540	1,348	1,316	1,229	1,194	1,228	1,196	1,152	1,058	1,009	1,025	1,025	1,109
% Max Capacity			88%	85%	80%	78%	80%	78%	75%	69%	66%	67%	67%	72%
CORBETT JH	1,080	1,500	1,188	1,126	1,095	1,096	1,103	1,111	1,114	1,083	1,001	936	924	989
% Max Capacity			79%	75%	73%	73%	74%	74%	74%	72%	67%	62%	62%	66%
JUNIOR HIGH SCHOOL TOTALS		3,040	2,537	2,442	2,324	2,290	2,331	2,307	2,266	2,141	2,010	1,961	1,949	2,098
% Max Capacity			83%	80%	76%	75%	77%	76%	75%	70%	66%	65%	64%	69%
Junior High School Percent Change			-2.62%	-3.71%	-4.83%	-1.46%	1.79%	-1.03%	-1.78%	-5.52%	-6.12%	-2.44%	-0.61%	7.64%
Junior High School Absolute Change			-68	-94	-118	-34	41	-24	-41	-125	-131	-49	-12	149

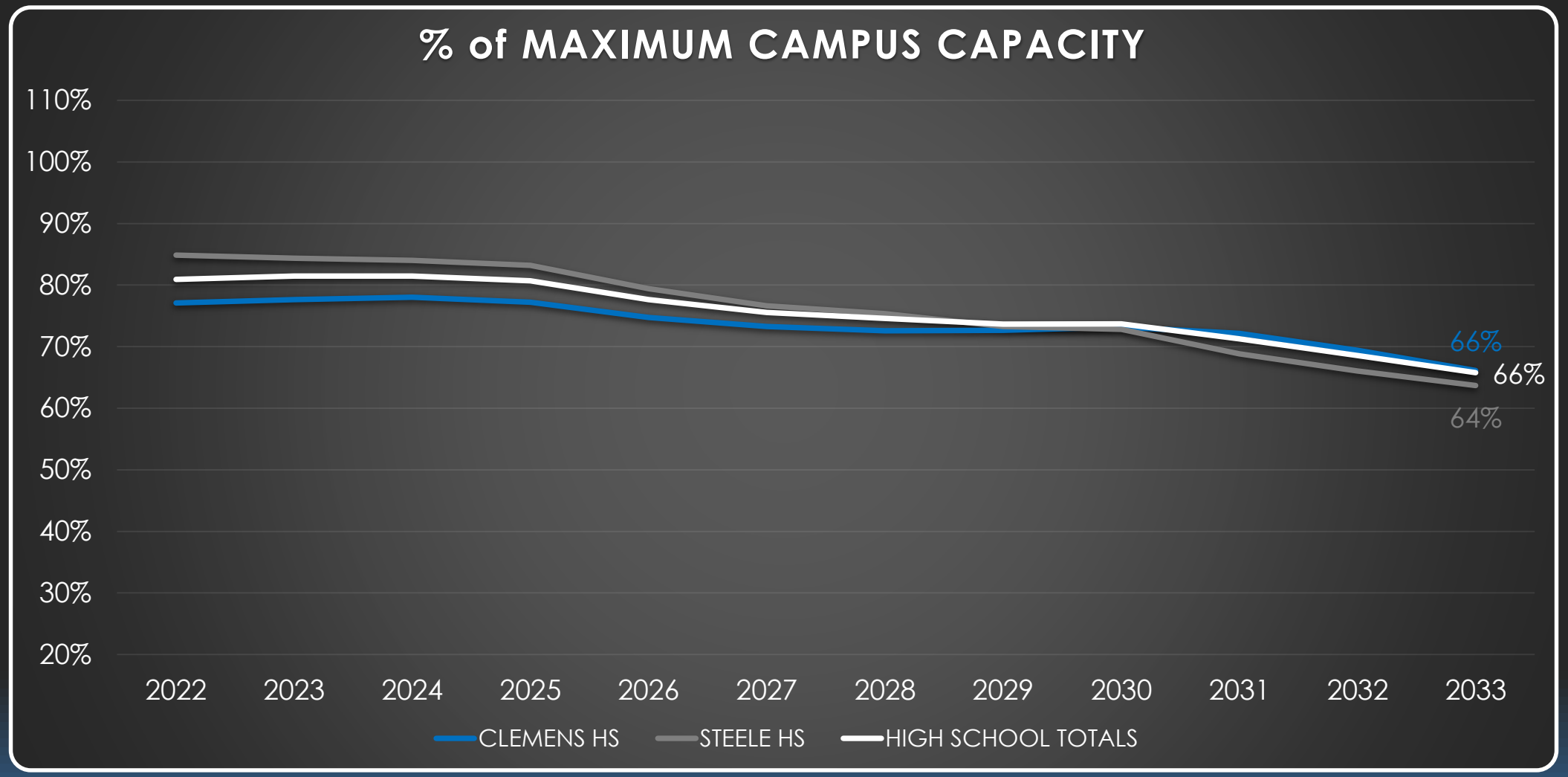
JUNIOR HIGH CAPACITIES



HIGH SCHOOL CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
CLEMENS HS	2,700	3,300	2,544	2,563	2,576	2,550	2,469	2,419	2,397	2,400	2,418	2,383	2,292	2,183
% Max Capacity			77%	78%	78%	77%	75%	73%	73%	73%	73%	72%	69%	66%
STEELE HS	2,160	3,200	2,716	2,700	2,688	2,663	2,541	2,452	2,411	2,345	2,330	2,202	2,113	2,038
% Max Capacity			85%	84%	84%	83%	79%	77%	75%	73%	73%	69%	66%	64%
HIGH SCHOOL TOTALS		6,650	5,381	5,418	5,419	5,368	5,165	5,026	4,963	4,900	4,903	4,740	4,560	4,376
% Max Capacity			81%	81%	81%	81%	78%	76%	75%	74%	74%	71%	69%	66%
High School Percent Change			0.69%	0.71%	0.02%	-0.94%	-3.78%	-2.69%	-1.25%	-1.27%	0.06%	-3.32%	-3.80%	-4.04%
High School Absolute Change			37	38	1	-52	-204	-137	-64	-63	3	-163	-180	-183

HIGH SCHOOL CAPACITIES



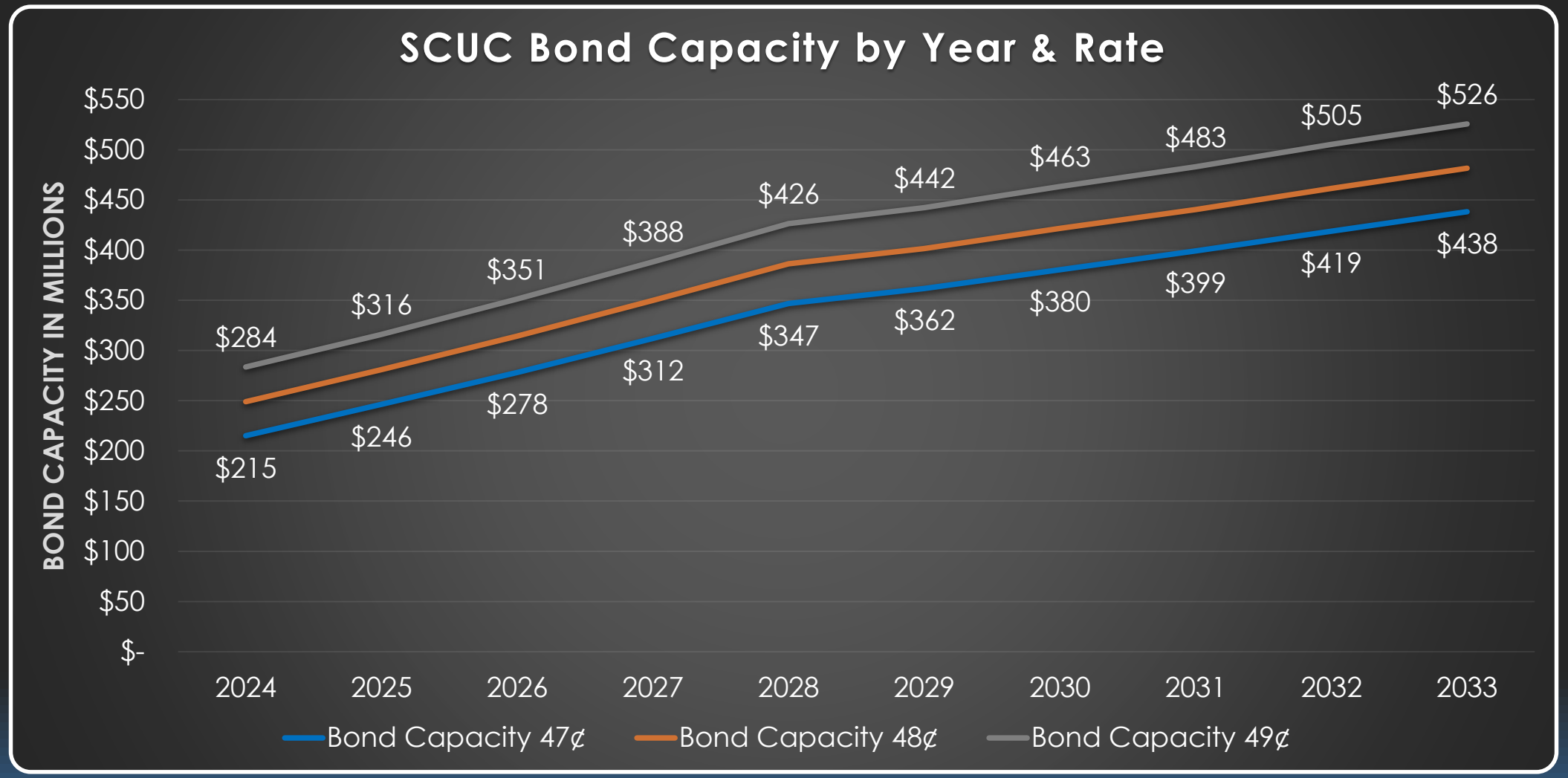
FORECASTING CONSIDERATIONS

- Enrollment
  - Historical Trends
  - Projections
  - Transfers to Charters and Other ISDs
- Campus Capacity
- Bonding Capacity

PROJECTING BONDING CAPACITY - SCUC

- Projecting Tax Revenue
  - Assumes NO refinancing for bond savings
    - Defeasing principal
  - Modest property value growth
    - 4.0% annual increase for 2024-2028
    - 2.0% annual increase for 2029-2033
- As debt is restructured and property values increase, we begin to have some bonding capacity
  - Capacity for additional debt is lower at first, more in later years
- Forecasting using three options for I&S Tax Rate
  - **$0.47** per $100 of valuation (Current), **$0.48** per $100 valuation, and **$0.49** per $100 valuation

PROJECTED AVAILABLE BOND DOLLARS



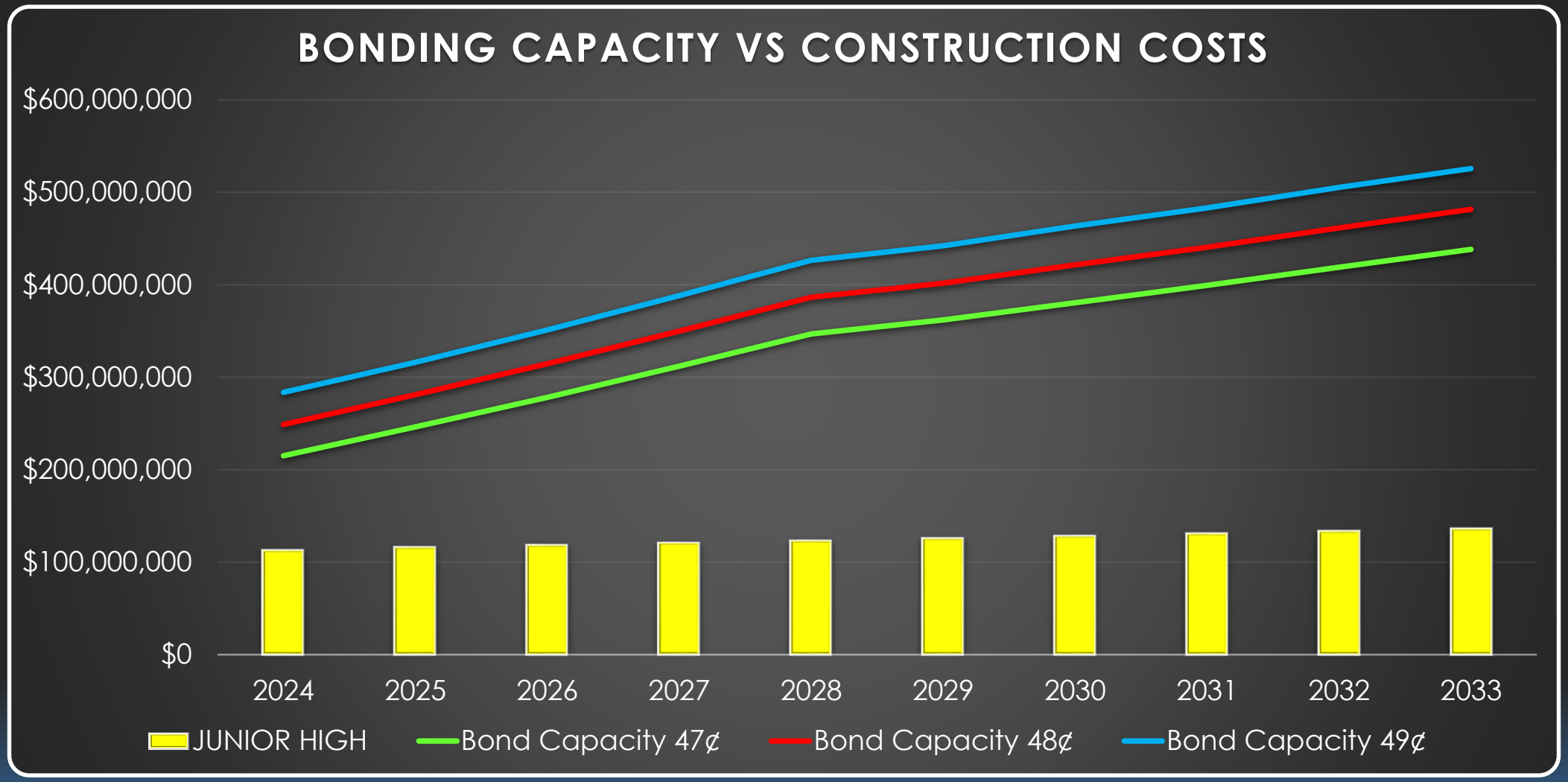
PROJECTING FACILITY COSTS - SCUC

- Projecting Future Costs of New Facilities
  - Fluctuating materials and labor costs make long-term projections difficult
  - The market has seen huge inflation over the last several years, but seems to have stabilized during 2023
    - 2020-2023 we experienced 7-15% inflation annually
  - Projecting past 2024
    - 3% annual inflation for 2024
    - 2% annual inflation for 2025 and beyond
- Construction Estimate Rules of Thumb – 2024 Dollars
  - High School - $235 Million
  - Junior High School - $113 Million
  - Intermediate/Elementary - $72 Million

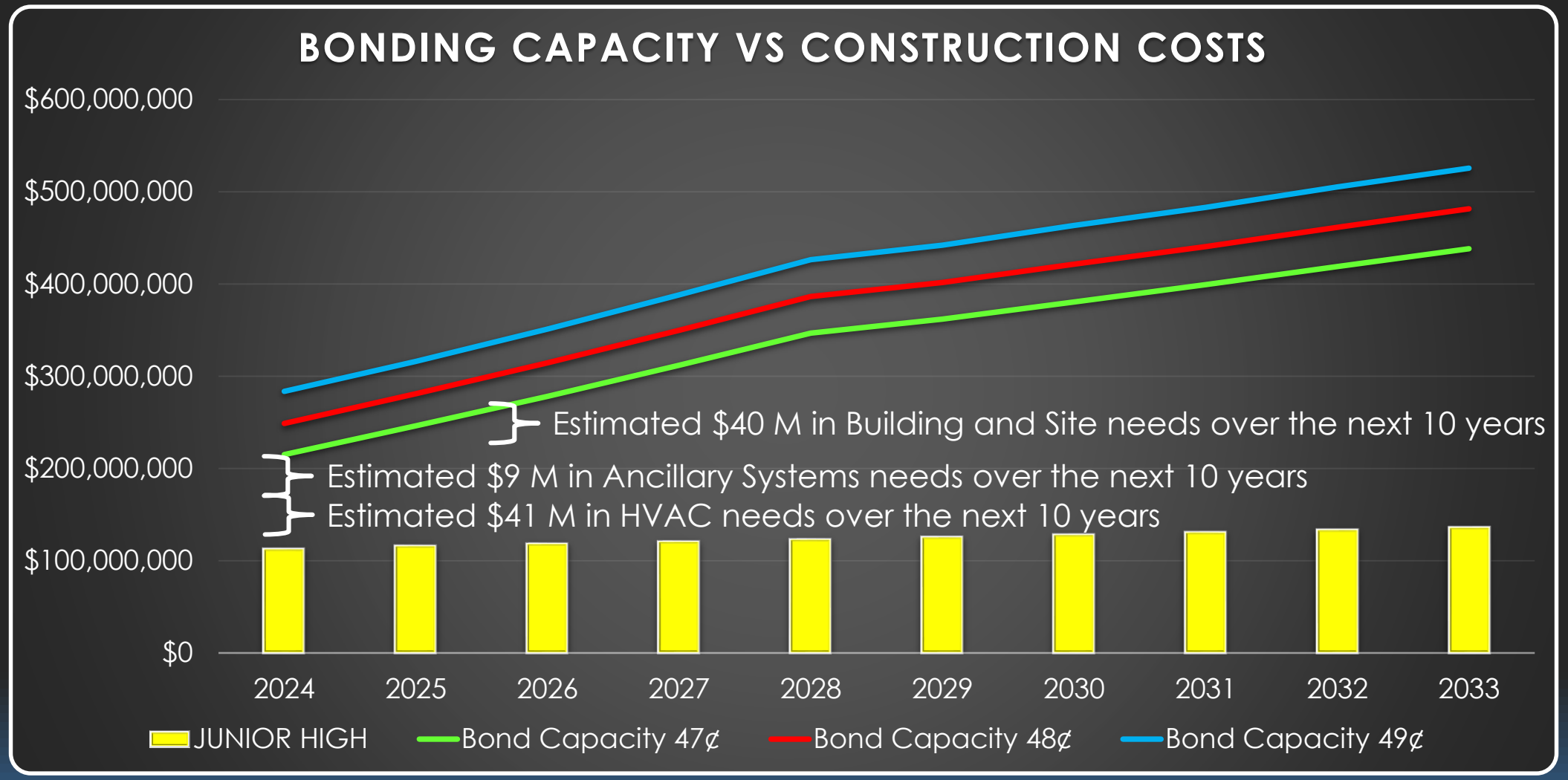
PROJECTING FACILITY COSTS - SCUC

YEAR	High School	Junior High	Elementary/ Intermediate
2024	$ 235,000,000	$ 113,000,000	$ 72,000,000
2025-P	$ 242,050,000	$ 116,390,000	$ 74,160,000
2026-P	$ 246,891,000	$ 118,717,800	$ 75,643,200
2027-P	$ 251,828,820	$ 121,092,156	$ 77,156,064
2028-P	$ 256,865,396	$ 123,513,999	$ 78,699,185
2029-P	$ 262,002,704	$ 125,984,279	$ 80,273,169
2030-P	$ 267,242,758	$ 128,503,965	$ 81,878,632
2031-P	$ 272,587,614	$ 131,074,044	$ 83,516,205
2032-P	$ 278,039,366	$ 133,695,525	$ 85,186,529
2033-P	$ 283,600,153	$ 136,369,435	$ 86,890,260
2034-P	$ 289,272,156	$ 139,096,824	$ 88,628,065

PROJECTED BOND CAPACITIES VS. CONSTRUCTION COSTS



PROJECTED BOND CAPACITIES VS. CONSTRUCTION COSTS



TAKE AWAYS….

- Student Enrollment/Projections
  - Prior to COVID-19 SCUC ISD's enrollment growth had slowed to 1% per year
  - COVID and the opening of charter schools has impacted district enrollment, especially at the younger grades
  - This multi-year impact is reducing our enrollment even with new housing
  - An average 1% annual decline in enrollment is forecasted for the next six years
- Capacity Relief Tools
  - We have multiple tools to help relieve our campuses once they surpass 90% of their max capacity and move closer to 100%
- With our projected enrollment declining, our attention must be focused on maintaining the infrastructure of our existing buildings and identifying future programmatic needs for our students
- We also need to consider if 2 Junior Highs continue to meet the needs of our District

QUESTIONS/COMMENTS



Ordinance 24-S-148

Zone Change from Agricultural District (AD) and Single Family Residential/ Agricultural District (R-A) to Single-Family Residential District (R-2) and Single-Family Residential District(R-6) | 71 acres

Daisy Marquez| Planner

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.



71 Acres

Bexar PID:310022

12840 Lower Seguin Road

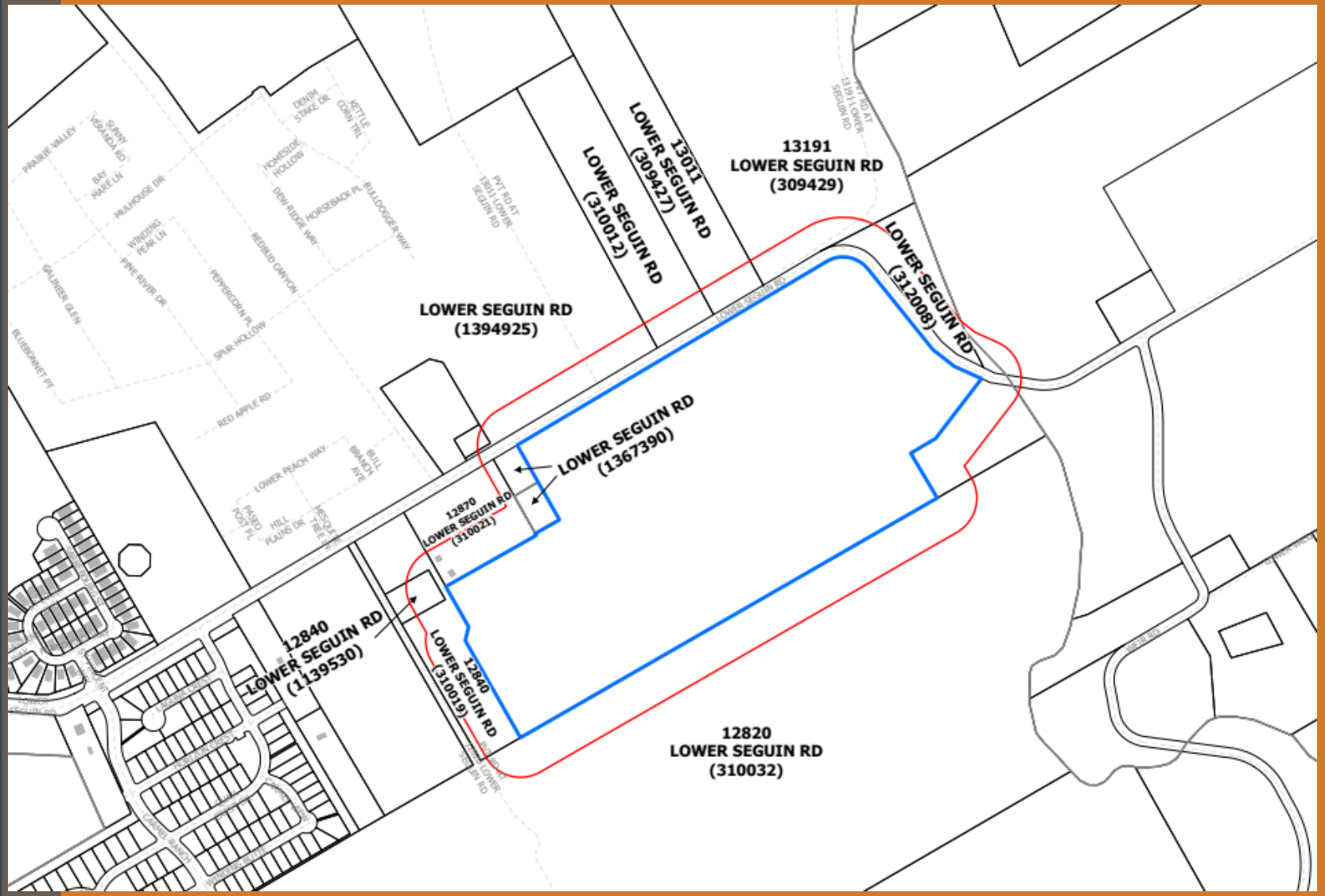
Existing: Undeveloped

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.



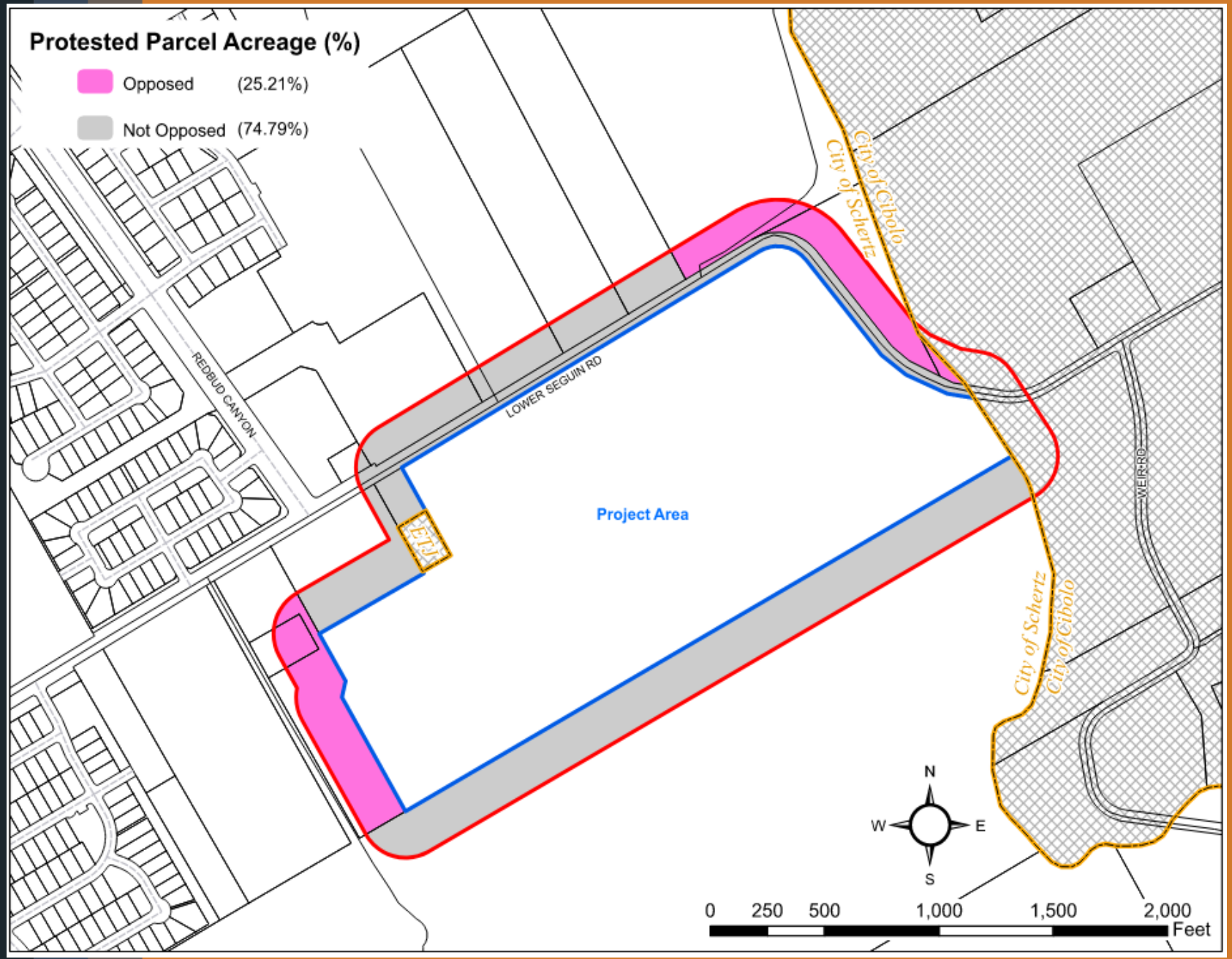
	Existing Zoning	Land Use
Subject Property	Single-Family Residential / Agricultural District (R-A) and Agricultural District (AD)	Undeveloped
North	Right-of-Way	Lower Seguin Road
South	Agricultural District (AD)	Residential
East	Right-of-Way, Single-Family Residential/ Agricultural District (R-A), Agricultural District (AD), and City of Cibolo	Lower Seguin Road; Residential and Agriculture; City of Cibolo
West	Single-Family Residential/ Agricultural District (R-A), Agricultural District (AD), and City of Schertz ETJ	Residential and Undeveloped

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.



- On July 22, 2024, a total of 13 Public Hearing Notices were sent out.
- Responses Received as of August 7:
  - 4 – Opposition,
  - 0-In Favor
  - 0-Neutral
- 1 sign was posted on the property.
- Posted in “San Antonio Express” on August 14

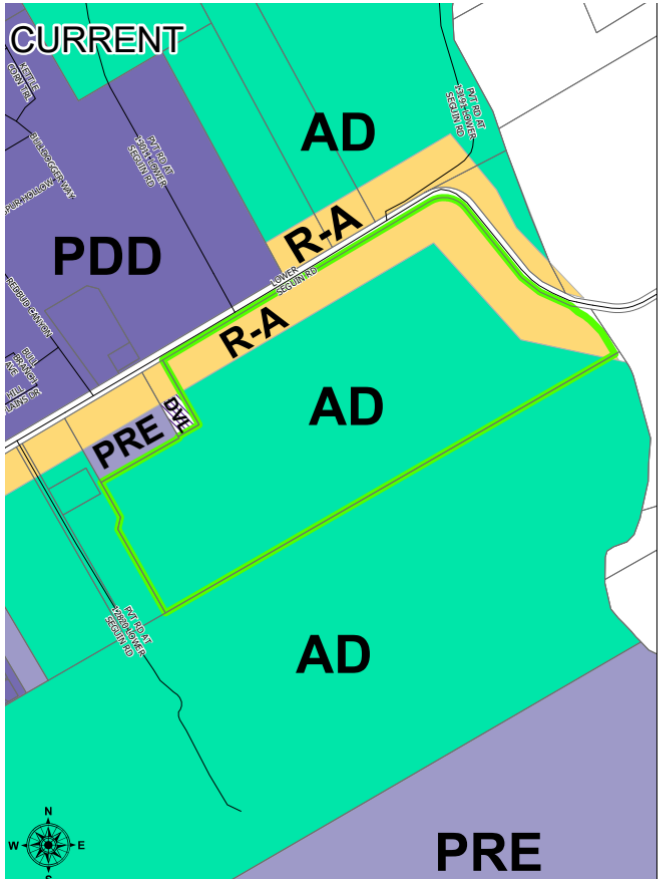
SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

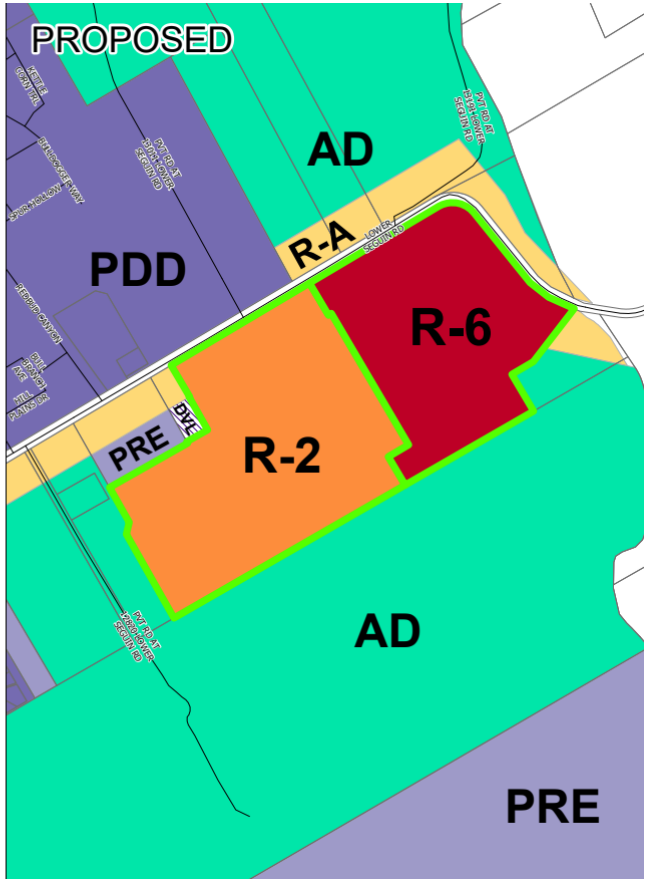


If a proposed zone change is protested in writing and signed by the owners of at least twenty percent (20%) of the area of the lots or land immediately adjoining the area covered by the proposed zone change and extending 200 feet from that area, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths (¾) of all members of the City Council according to LGC, Local Government Code § 211.006(d).

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

Proposed Zone Change

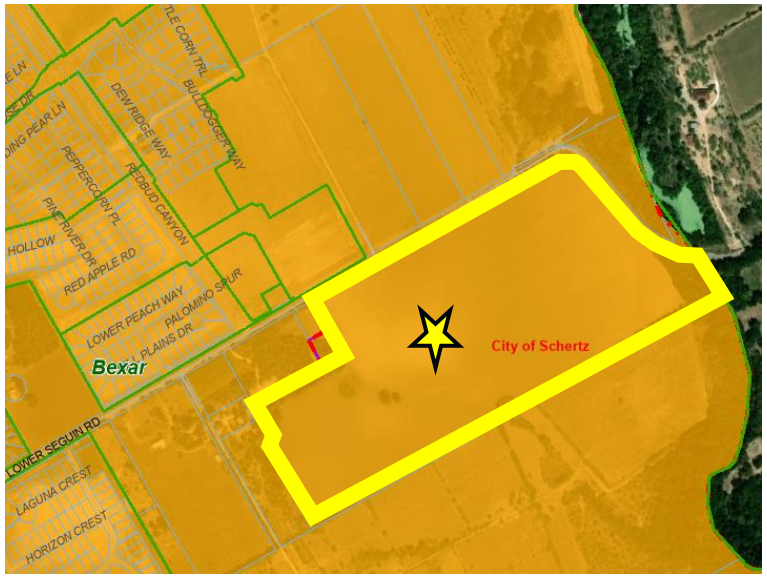




- UDC Section 21.5.4 states that a Zone Change is required to establish the use of land and the development associated with the proposed zoning classification for the purpose of establishing and maintaining sound, stable, and desirable development.
- The proposed zone change is for approximately 71 acres of land from Single-Family Residential/ Agricultural District (R-A) and Agricultural District (AD) to approximately 41 acres as Single-Family Residential District (R-2) and approximately 30 acres as Single-Family Residential District (R-6).

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

UDC SECTION 21.5.4.D Criteria for Approval



1. **Whether the proposed zone change or zoning map amendment implements the policies of the adopted Comprehensive Land Plan, including the land use classification of the property on the Future Land Use Map.**

- Yes, the proposed Single-Family Residential District (R-6) and Single-Family Residential (R-2) implement the policies of the adopted Comprehensive Land Use Plan- Future Land Use Map. The subject property is designated as Complete Neighborhood in the Future Land Use Map.
- Complete Neighborhoods are general areas characterized by a mixture of housing options with supporting land uses.
- The proposed Single-Family Residential District (R-6) and Single-Family Residential District (R-2) will provide a mixture of housing options within a proposed residential development, which meets the intent of the Complete Neighborhood Land Use Designation.

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

UDC SECTION 21.5.4.D Criteria for Approval

2. Whether the proposed zoning change or zoning map amendment promotes the health, safety, or general welfare of the City and the safe, orderly, efficient and healthful development of the City.

Table 21.5.7.A Dimensional Requirements for Residential Zoning Districts										
		Minimum Lot Size Dimensions			Minimum Yard Setbacks				Miscellaneous Lot Requirements	
Code	Zoning District	*Area Sq. Ft.*	*Width Ft.*	*Depth Ft.*	*Front Ft.*	*Side Ft.*	*Rear Ft.*	*Minimum Off-Street Parking Spaces*	*Max Height Ft.*	*Max Impervious Coverage Requirements*
R-2	Single-Family Residential District	8,400	70	120	25	10	20	2	35	50%
R-6	Single-Family Residential District	7,200	60	120	25	10	20	2	35	50%

- 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.
- The proposed Single-Family Residential District (R-6) and Single-Family Residential District (R-2) dimensional and development standards as stated in UDC Section 21.5.7.A of the Unified Development Code, are compatible with what is immediately in the surrounding area.

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

UDC SECTION 21.5.4.D Criteria for Approval

3. Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified;

- Yes, the uses permitted in the Single-Family Residential District (R-6) and Single-Family Residential District (R-2) are appropriate in the immediate area of the land to be reclassified.
- The purpose and intent of the Single-Family Residential District (R-6) is to allow for residential lots with a minimum lot size of 7,200 square feet with schools, churches, and parks necessary to create basic neighborhood units.
- The purpose and intent of Single-Family Residential District (R-2) is to allow for single-family detached residential with a minimum lot size of 8,400 square feet with schools, churches, and parks necessary to create basic neighborhood units.

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

UDC SECTION 21.5.4.D Criteria for Approval

4. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers or other public services and utilities to the area;

- The City of Schertz is the water and sewer provider for the subject property. Lower Seguin Road is identified as a Secondary Arterial with 90 feet of Right-of-Way in the Master Thoroughfare Plan. There is a Principal Arterial with 120-130 feet of Right-Of-Way on the western portion of the subject property.
- The subject property is not platted.
- The City of Schertz Engineering Department will review all proposed access points onto Lower Seguin Road during the platting process.
- A public hearing notice was mailed to Schertz-Cibolo-Universal City Independent School District to notify them of the proposed zone change. Included as attachments are the most recent Demographic Report for SCUCISD as well as the most recent 10-Year Campus Forecasting Presentation.
- The City of Schertz Police, Fire and EMS Departments have indicated they do not have any concerns regarding the proposed rezoning requests or their ability to provide services.

UDC SECTION 21.5.4.D Criteria for Approval

5. Whether there have been environmental and/or economical changes which warrant the requested change;

The subject property was annexed to the City of Schertz in July 2024 and was given Agricultural District (AD) zoning with annexation. The applicant was waiting for the annexation to start their proposed zone change request. Significant changes are happening to Lower Seguin Road with new residential developments that are concurrent with the FM 1518 construction.

6. Whether there is an error in the original zoning of the property for which the change is requested;

There was no error in the original zoning of the subject property. The subject property was given the Agricultural District (AD) zoning with its annexation in July 2024.

7. Whether all of the applicant's back taxes owed to the City have been paid in full;

The applicant has paid all of their taxes.

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

UDC SECTION 21.5.4.D Criteria for Approval

8. Whether other criteria are met, which, at the discretion of the Planning and Zoning Commission and the City Council, are deemed relevant and important in the consideration of the amendment.

- Staff has ensured all UDC requirements have been met for the proposed zone change, and at this time have not received any special consideration from the Planning and Zoning Commission or the City Council.

Staff Recommendation

Due to the compatibility with the surrounding area, and implementation of the policies in the Comprehensive Land Use Plan and Future Land Use Map, Staff recommends approval of Ordinance 24-S-148.

Planning and Zoning Commission

The Planning and Zoning Commission met on Wednesday, August 7, 2024, held a public hearing for Ordinance 24-S-148, and made a recommendation of approval with a 7-0 vote.

City Council

City Council met on Tuesday, September 3, 2024 and approved Ordinance 24-S-148 with a 7-0 vote.

Agenda No. 9.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Finance**
Subject:	**Ordinance 24-T-153 - Authorizing adjustments to the FY 2023-24 Budget. *Final Reading* (S.Gonzalez/J.Walters)**

BACKGROUND

The City Budget for FY 2023-24 was approved by Ordinance 23-T-18. The budget can be modified by council authorization when necessary throughout the year. As previously directed, staff will try to limit the number of budget adjustments that come to council throughout the year by bundling different budget requests together in one adjustment ordinance. This adjustment will adjust budgets of multiple departments as needed, including to fund projects as previously authorized by City Council.

First, the payment to the Sedona Tax Increment Refinancing Zone (TIRZ) was higher than expected by $80,758. This adjustment will increase the Economic Development Budget.

Parks's budget will be adjusted up by $110,000 for the impact of the Classification and Compensation Study and job progression program implementation, as well as $47,766 for the mowing contract update that occurred midyear. Other Parks adjustments include $30,000 for health insurance selections during the last open enrollment and $52,000 in supplies used to make repairs and do maintenance on parks.

The Pool budget will increase $30,000 for water usage.

Event Facilities' personnel budget will increase $80,000 due to an employee being budgeted to a different department and $16,000 for health insurance selections. This department also needs to budget an additional $20,000 in temporary employment services for additional assistance used in FY 2023-24.

The Library's budget will increase $20,000 for health insurance selections.

The Fire Department's budget will increase $800,000 in overtime for state deployments. This is fully reimbursed by the state and will be covered by an additional $800,000 coming in from the state.

Legal Services will increase by $20,000 to cover additional legal services seen in the current year.

The Fleet budget will increase $59,000 for a vehicle ordered and approved in FY 2022-23 but that did not arrive until this current year. It will also increase its motor vehicle supply line by $100,000 and outside collision repair by $17,000 for the repairs done. Also included would be $28,000 in a generator rental for the public safety buildings.

The Facilities budget will increase $40,000 for a vehicle ordered and approved in FY 2022-23 but that did not arrive until this current year.

These General Fund adjustments will be offset by the additional $700,000 in new commercial building permits and an additional $50,524 in residential permit revenue in addition to the $800,000 state reimbursement for fire deployment services. These revenues have already received more than the original budget and these amounts were all included in the year-end projections.

For the Capital Recovery Sewer Fund, an additional $1,860,000 will be budgeted for Woman Hollering Creek Sewer Trunk Line. The construction contracts have already been approved and this was the selected funding source. Since the last capital recovery allocation, the sewer impact fees have raised an additional $1,860,000 that can be assigned to the project. Remaining funding to close the project is estimated to be $424,000 which will be collected and assigned to the project in FY 2024-25.

GOAL

To adjust the budget and align additional revenues to expenditures for FY 2023-24.

COMMUNITY BENEFIT

To maintain a complete and balanced budget as identified as a goal in the City's Strategic Plan and that meets State and Charter requirements.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Ordinance 24-T-153

FISCAL IMPACT

General Fund
Expenditures Budgets:
Parks: $239,766
Pools: $ 30,000
Event Facilities: $116,000
Library: $ 20,000
Legal: $ 20,000
EDC/TIRZ: $ 80,758
Fleet: $204,000
Facilities: $ 40,000
Fire: $800,000
Total Expenditures: **+$1,550,524**

Revenue Budget:
State Reimbursement: $800,000
New Commercial Permits: $700,000
New Residential Permits: $ 50,524
Total Revenue: **+$1,550,524**

Capital Recover Sewer:
Transfer to Woman Hollering Creek from reserves: $1,860,000

RECOMMENDATION

Staff recommends approval of Ordinance 24-T-153

Attachments

Ordinance 24-T-153 Budget Adjustment FY 2023-24

ORDINANCE NO. 24-T-153

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ADJUSTMENT TO THE FISCAL YEAR 2023-2024 BUDGET, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance 23-T-18, the City of Schertz (the "**City**") adopted the budget for the City for the fiscal year 2023-2024 (the "**Budget**), which provides funding for the City's operations throughout the 2023-2024 fiscal year; and

WHEREAS, the City needs to authorized budget amounts of $3,410,512.00 for expenditures approved by contract or direction during the 2023-24 Fiscal Year ; and

WHEREAS, City staff recommends that the City Council of the City adjust the Budget and approve the ordinance; and

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to adjust the and re-authorize the funds as more fully set forth in this Ordinance.

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

Section 1. The City shall increase the Parks Budget by $239,766.00 for impact of the Classification & Compensation Study and job progression program implementation, update to the mowing contract, health insurance selections, and supplies used in repairs and maintenance of parks.

Section 2. The City shall increase the Pool Division Budget by $30,000.00 for water usage.

Section 3. The City shall increase the Event Facilities' Budget by $116,000.00 due to not funding personnel adequately in the budgeting process, health insurance selections, and use of temporary employment services.

Section 4. The City shall increase the Library Budget by $20,000.00 for health insurance selections.

Section 5. The City shall increase the Legal Services Budget by $20,000.00 for additional legal services used during FY 2023-24.

Section 6. The City shall increase the Economic Development Department's General Fund Budget by $80,758 for the additional amount of the Tax Increment Reinvestment Zone's (TIRZ) annual contribution.

Section 7. The City shall increase the Fleet Department Budget by $204,000 for a vehicle ordered and approved in FY 2022-23 but arrived in FY 2023-24, generator rental for Public Safety buildings, and vehicle repairs.

Section 8. The City shall increase the Facility Maintenance Budget by $40,000 for a vehicle ordered and approved in FY 2022-23 but arrived in FY 2023-24.

Section 9. The City shall increase the Fire Department Budget by $800,000 in overtime expenditures related to deployments that is fully reimbursed by the state.

Section 10. The City shall increase the Capital Recovery-Sewer Budget by $1,860,000.00 to allocate additional funds to the Woman Hollering Wastewater Trunk Line project from wastewater impact fee reserves.

Section 11. The City shall recognize an additional $800,000.00 in state fire deployment reimbursements, $700,000 in additional new commercial building permits, and $50,524.00 in additional new residential building permits.

Section 12. 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 13. 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 14. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 15. 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 16. 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 17. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED ON FIRST READING, the _____ day of _____, 2024.

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

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Agenda No. 10.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Planning & Community Development**
Subject:	**Ordinance 24-S-149 - Approving a request to rezone approximately 79 acres of land from Planned Development District (PDD) to Single-Family Residential District (R-1), known as Bexar County Property Identification Number 310060, more specifically known as 8676 Trainer Hale Rd, City of Schertz, Bexar County, Texas. *Final Reading* (B.James/L.Wood/D.Marquez)**

BACKGROUND

The applicant is requesting to rezone approximately 79 acres of land from Planned Development District (PDD) to Single-Family Residential District (R-1). The subject property is currently unplatted and undeveloped.

On June 22, 2024, six (6) public hearing notices were mailed to the surrounding property owners within a 200-foot boundary of the subject property. At the time of the Staff Report, five (5) responses in favor, zero (0) responses neutral, and zero (0) responses in opposition were received. A public hearing notice was published in the "San Antonio Express" prior to the City Council hearing on August 14, 2024. The Planning and Zoning Commission held a public hearing for this item on Wednesday, August 7, 2024.

GOAL

The applicant is requesting to rezone approximately 79 acres from Planned Development District (PDD) to Single-Family Residential District (R-1).

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 zone changes, staff uses criteria listed in UDC Section 21.5.4.D. The criteria are listed below.

1. Whether the proposed zoning change or zoning map amendment implements the policies of the adopted Comprehensive Land Plan, including the land use classification of the property on the Future Land Use Map.

Yes, the proposed Single-Family Residential District (R-1) does implement the policies of the adopted Comprehensive Land Plan and Future Land Use Map. The subject property is identified as Complete Neighborhood in the Future Land Use Map. The Complete Neighborhood Land Use Designation is meant to provide for a mixture of housing types with supporting land uses. The proposed Single-Family Residential District (R-1) requires 9,600 square foot lots, which would provide for a housing type that is not yet along Trainer Hale Road.

The proposed zone change provides a new housing type within the immediate area, meets the intent of the Complete Neighborhood Land Use Designation, and implements the policies of the adopted Comprehensive Land Use Plan.

2. Whether the proposed zoning change or zoning map amendment 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. The dimensional requirements for Single-Family Residential District (R-1), as listed in Table 21.5.7.A, are compatible within the immediate area of the subject property.

Table 21.5.7.A
Dimensional Requirements Residential Zoning Districts

		Minimum Lot Size Requirements			**Minimum Yard Setbacks**				**Miscellaneous Requirements**	
Code	*Zoning District*	*Area SqFt.*	*Width Ft.*	*Depth Ft.*	*Front Ft.*	*Side Ft.*	*Rear Ft.*	*Minimum Off-Street Parking Spaces*	*Max Height Ft.*	*Maximum Impervious Coverage*
R-1	Single-Family Residential District	9,600	80	120	25	10	20	2	35	50

3. Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

Yes, the uses permitted in Single-Family Residential District (R-1) are appropriate in the immediate area to be reclassified. The purpose and intent of the Single-Family Residential District (R-1) is for single-family detached residential dwellings on a minimum 9,600 square foot lot size, together with the schools, churches, and parks necessary to create basic neighborhood units.

The proposed Single-Family Residential District (R-1) would allow for a maximum number of 357 residential units at the minimum dimensional requirements listed in 21.5.7.A, which does not account for required streets, larger lots, irregular lots, drainage, and proposed amenities. Additionally, the lot dimensions of the proposed Single-Family Residential District (R-1) act as a transitional zoning district adjacent to the Agricultural District (AD) property to the east and the Pre-Development District (PRE) property to the west.

4. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers or other public services and utilities to the area;

The subject property is within the Green Valley Special Utility District CCN for water and sewer. Per the settlement agreement, the City of Schertz and GVSUD have agreed to petition TCEQ to transfer the sewer CCN to the City of Schertz. The property is located along Trainer Hale Road which is a Secondary Arterial with 90 feet of Right-of-Way per the Master Thoroughfare Plan. Although the

property is currently not platted, the City of Schertz Engineering Department will review the proposed access points for the development during the platting process.

A public hearing notice was mailed to Schertz-Cibolo-Universal City Independent School District to notify them of the proposed zone change. Included as attachments are the most recent Demographic Report for SCUCISD as well as the most recent 10-Year Campus Forecasting Presentation. The City of Schertz Police, Fire and EMS Departments have indicated they do not have any concerns regarding the proposed rezoning requests or their ability to provide services.

5. Whether there have been environmental and/or economical changes which warrant the requested change.

The subject property is currently located within the Sterling Grove Planned Development District and has been since the approval of Ordinance 22-S-28 in 2022. The subject property consists of portions of Phase 1, Phase 2, and Phase 3. The PDD is built of single-family residential lots with a mixture of dimensions being 55 feet by 100 feet, 65 feet by 110 feet, and half-acre lots. The PDD restricts development to the street layout and phasing of the Planned Development District.

Although the applicant can develop the land with the approved PDD dimensional requirements, they are dependent on undeveloped land for required points of access, streets, and other infrastructure. The properties within the Sterling Grove PDD that are within Phase 1, Phase 2, and Phase 3 of the PDD, do not have any current planning application at this time.

The applicant is ready to start the development process and submit planning applications for the subject property, if the proposed zone change is approved. Leaving the Sterling Grove PDD and an approved zone change to Single-Family Residential District (R-1) would allow the applicant to submit the appropriate planning applications without being restricted to the Sterling Grove PDD layout and without needing to depend on adjacent property owners to develop the required infrastructure the applicant needs. If the zone change is approved, the applicant would need to meet all City of Schertz requirements for their approximately 79 acres independently.

6. Whether there is an error in the original zoning of the property for which a change is requested.

No, there was no error in the original zoning of the property. In 2022, the subject property was part of a larger proposed development known as Sterling Grove Planned Development District. No ground has been broken for the proposed Sterling Grove Planned Development District. The applicant is ready to develop, and to meet the City of Schertz requirements, the applicant needs to change the street layout, which ultimately, changes the intent and character of the Sterling Grove PDD. A zone change allows the applicant to develop the subject property sooner and submit the applicable planning applications.

7. Whether all of the applicant's back taxes owed to the City have been paid in full.

All back taxes have been paid.

8. Whether other criteria are met, which, at the discretion of the Planning and Zoning Commission and the City Council are deemed relevant and important in the consideration of the amendment.

Staff has ensured all UDC requirements have been met for the proposed zone change application and

at this time have not received special considerations from the Planning and Zoning Commission or City Council.

RECOMMENDATION

Staff Recommendation

Staff recommends approval of Ordinance 24-S-149, zone change to Single-Family Residential District (R-1), due to its compatibility within the surrounding area, implementation of the Comprehensive Land Use Plan, and meeting the intent of the Complete Neighborhood Land Use Designation.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission met on Wednesday, August 7, 2024, and made a recommendation of approval with a 7-0 vote.

City Council

City Council met on Tuesday, September 3, 2024, and approved Ordinance 24-S-149 with a 7-0 vote.

Attachments

Ordinance 24-S-149 with attachments

Aerial Exhibit

Public Hearing Notice Map

Public Hearing Responses

SCUCISD Demographic Report

SCUCISD 10 Year Campus Forecasting

City Council Presentation Slides

ORDINANCE NO. 24-S-149

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP TO REZONE APPROXIMATELY 79 ACRES OF LAND FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1), KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBER 310060, MORE SPECIFICALLY KNOWN AS 8676 TRAINER HALE RD, SCHERTZ, BEXAR COUNTY, TEXAS.

WHEREAS, an application to rezone approximately 79 acres of land from Planned Development District (PDD) to Single-Family Residential District (R-1), known as a Bexar County Property Identification Number 310060, more specifically described as 8676 Trainer Hale Road, and more specifically described in the Exhibit A and Exhibit B attached herein (herein, the "Property") has been filed with the City; and

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

WHEREAS, on August 7, 2024, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council of approval; and

WHEREAS, on September 3, 2024, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A and Exhibit B, is hereby zoned Single-Family Residential District (R-1)

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

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

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

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

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

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

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

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

PASSED ON FIRST READING, the ___rd of September 2024.

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

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

(city seal)

Exhibit “A”
Property Description- Metes and Bounds/ Survey

Exhibit "A" Property Description- Metes and Bounds/ Survey

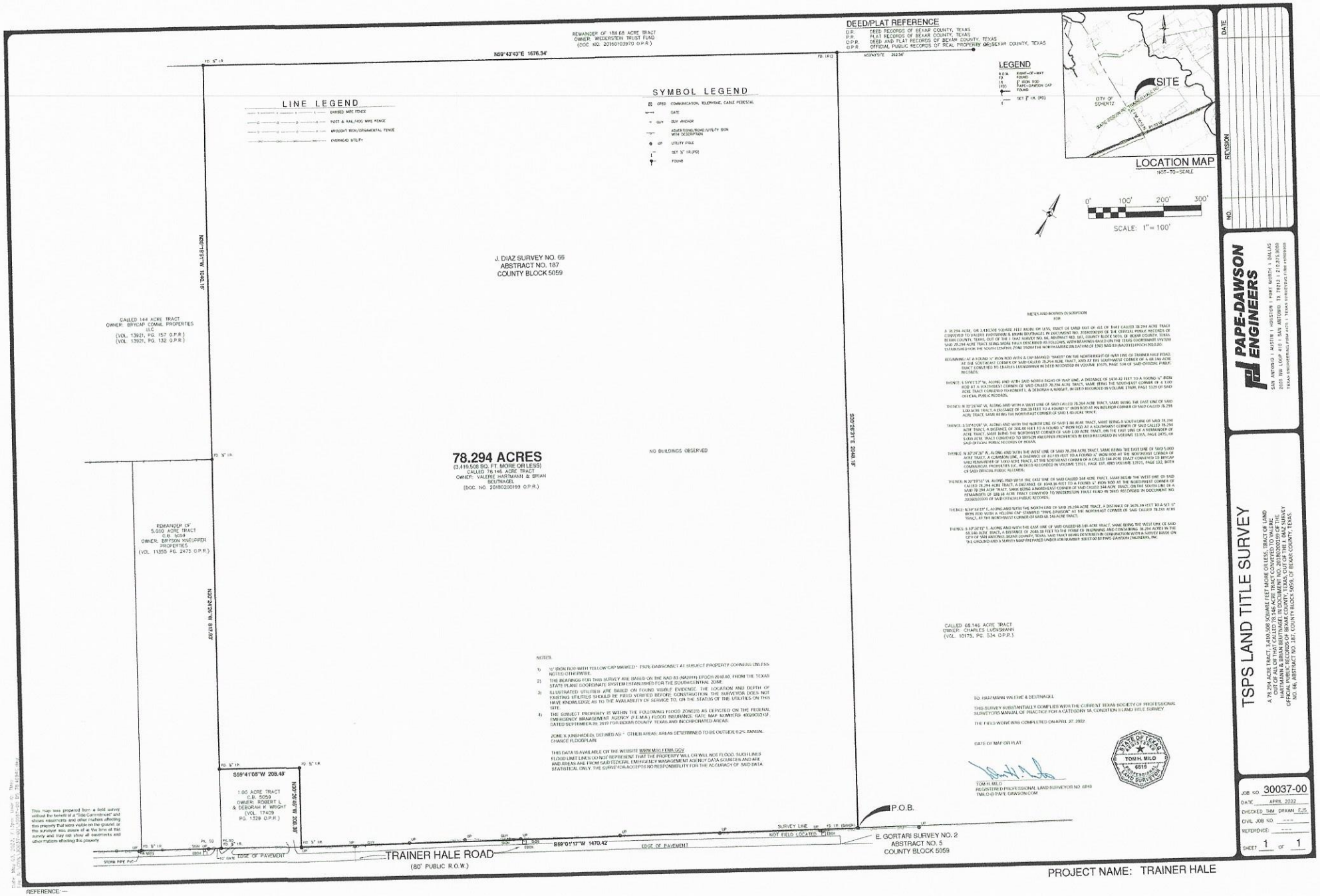


Exhibit "A" Property Description- Metes and Bounds/ Survey

PAPE-DAWSON ENGINEERS

METES AND BOUNDS DESCRIPTION
FOR

A 78.294 acre, or 3,410,508 square feet more or less, tract of land out of all of that called 78.294 acre tract conveyed to Valerie Hartmann & Brian Beutnagel in Document No. 20180200199 of the Official Public Records of Bexar County, Texas, out of the J. Diaz Survey No. 66, Abstract No. 187, County Block 5059, of Bexar County, Texas. Said 78.294 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a found ½" iron rod with a cap marked "Baker" on the north right-of-way line of Trainer Hale Road, at the southeast corner of said called 78.294 acre tract, and at the southwest corner of a 68.146 acre tract conveyed to Charles Luensmann in deed recorded in Volume 10175, Page 534 of said Official Public Records;

THENCE: S 59°01'17" W, along and with said north right-of-way line, a distance of 1470.42 feet to a found ½" iron rod at a southwest corner of said called 78.294 acre tract, same being the southeast corner of a 1.00 acre tract conveyed to Robert L. & Deborah K Wright, in deed recorded in Volume 17409, Page 1329 of said Official Public Records;

THENCE: N 30°26'46" W, along and with a west line of said called 78.294 acre tract, same being the east line of said 1.00 acre tract, a distance of 208.38 feet to a found ½" iron rod at an interior corner of said called 78.294 acre tract, same being the northeast corner of said 1.00 acre tract;

THENCE: S 59°41'08" W, along and with the north line of said 1.00 acre tract, same being a south line of said 78.294 acre tract, a distance of 208.48 feet to a found ½" iron rod at a southwest corner of said called 78.294 acre tract, same being the northwest corner of said 1.00 acre tract, on the east line of a remainder of 5.000 acre tract conveyed to Bryson Kneupper Properties in deed recorded in Volume 11355, Page 2475, of said Official Public Records of Bexar;

THENCE: N 30°24'26" W, along and with the west line of said 78.294 acre tract, same being the east line of said 5.000 acre tract, a common line, a distance of 817.93 feet to a found ½" iron rod at the northeast corner of said remainder of 5.000 acre tract, at the southeast corner of a called 144 acre tract conveyed to Brycap Commercial Properties LLC, in deed recorded in Volume 13921, Page 157, and Volume 13921, Page 132, both of said Official Public Records;

Exhibit "A" Property Description- Metes and Bounds/ Survey

THENCE: N 30°19'51" W, along and with the east line of said called 144 acre tract, same begin the west line of said called 78.294 acre tract, a distance of 1040.16 feet to a found ½" iron rod at the northwest corner of said 78.294 acre tract, same being a northeast corner of said called 144 acre tract, on the south line of a remainder of 188.68 acre tract conveyed to Wiederstein Trust Fund in deed recorded in Document No. 20160103970 of said Official Public Records;

THENCE: N 59°43'43" E, along and with the north line of said 78.294 acre tract, a distance of 1676.34 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson" at the northeast corner of said called 78.294 acre tract, at the northwest corner of said 68.146 acre tract;

THENCE: S 30°26'31" E, along and with the east line of said called 68.146 acre tract, same being the west line of said 68.146 acre tract, a distance of 2048.18 feet to the POINT OF BEGINNING and containing 78.294 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 30037-00 by Pape-Dawson Engineers, Inc.

PREPARED BY:	Pape-Dawson Engineers, Inc.
DATE:	April 2022
JOB NO.	30037-00
DOC. ID.	N:\CIVIL\30037-00\Word\30037-00 78.294AC.docx

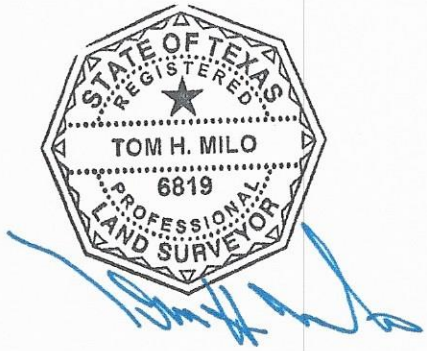
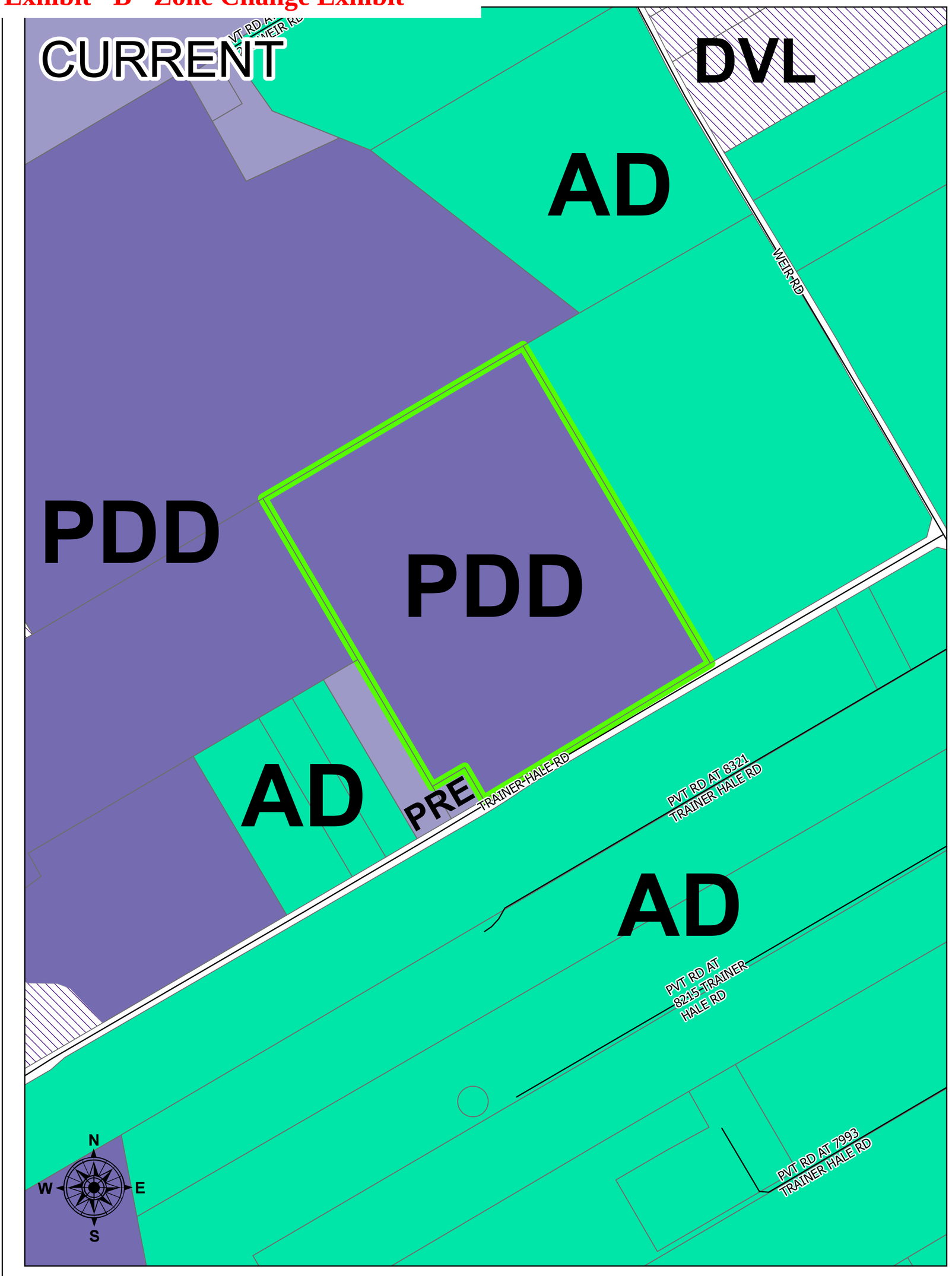
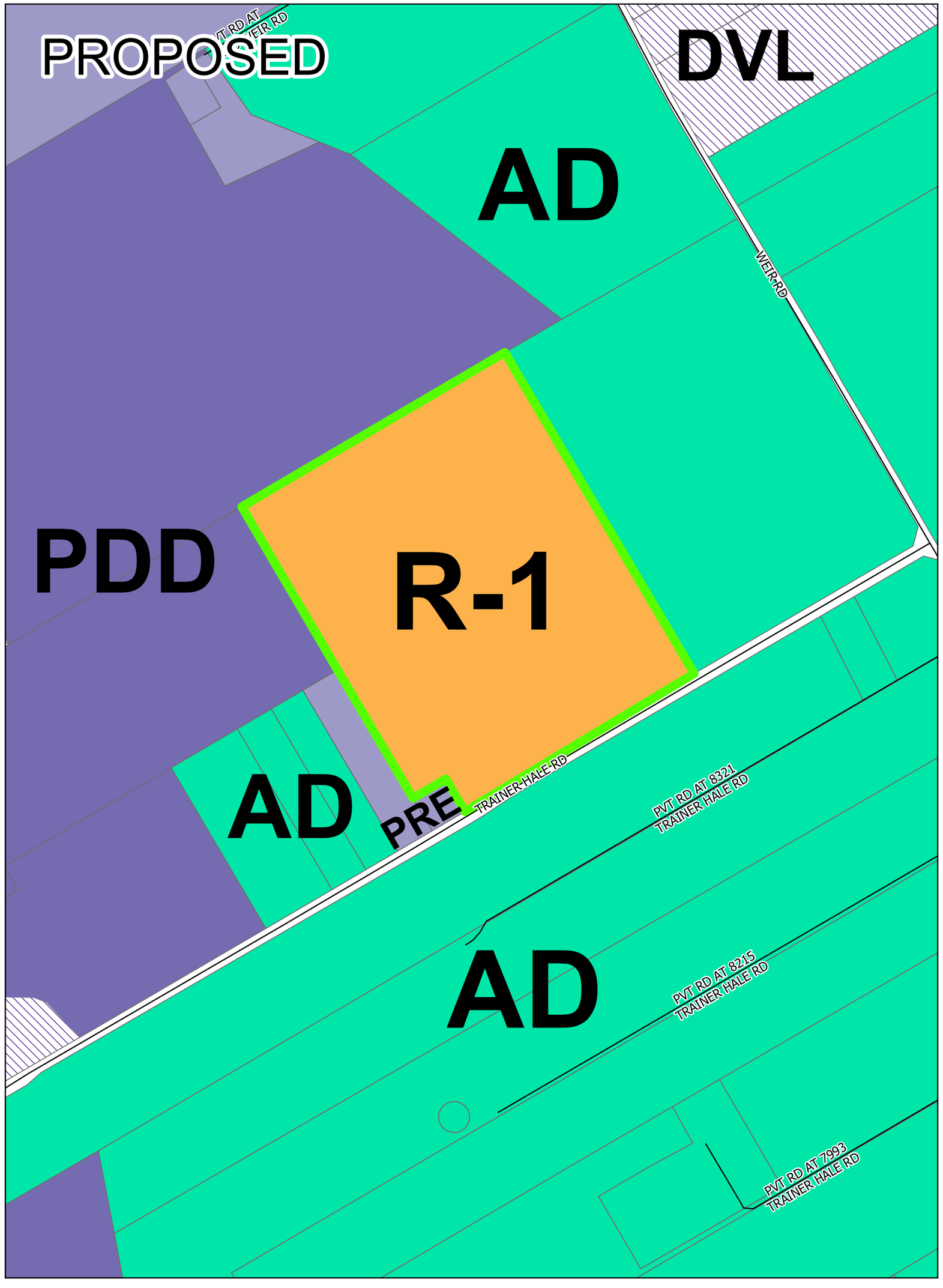


Exhibit “B”
Zone Change Exhibit

Exhibit "B" Zone Change Exhibit





SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last update: August 1, 2024

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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 added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.

PROPOSED ZONING CHANGE

BEXAR COUNTY
PARCEL ID:
310060

Classification

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

0 300 600 1,200 1,800 Feet



N
W E
S

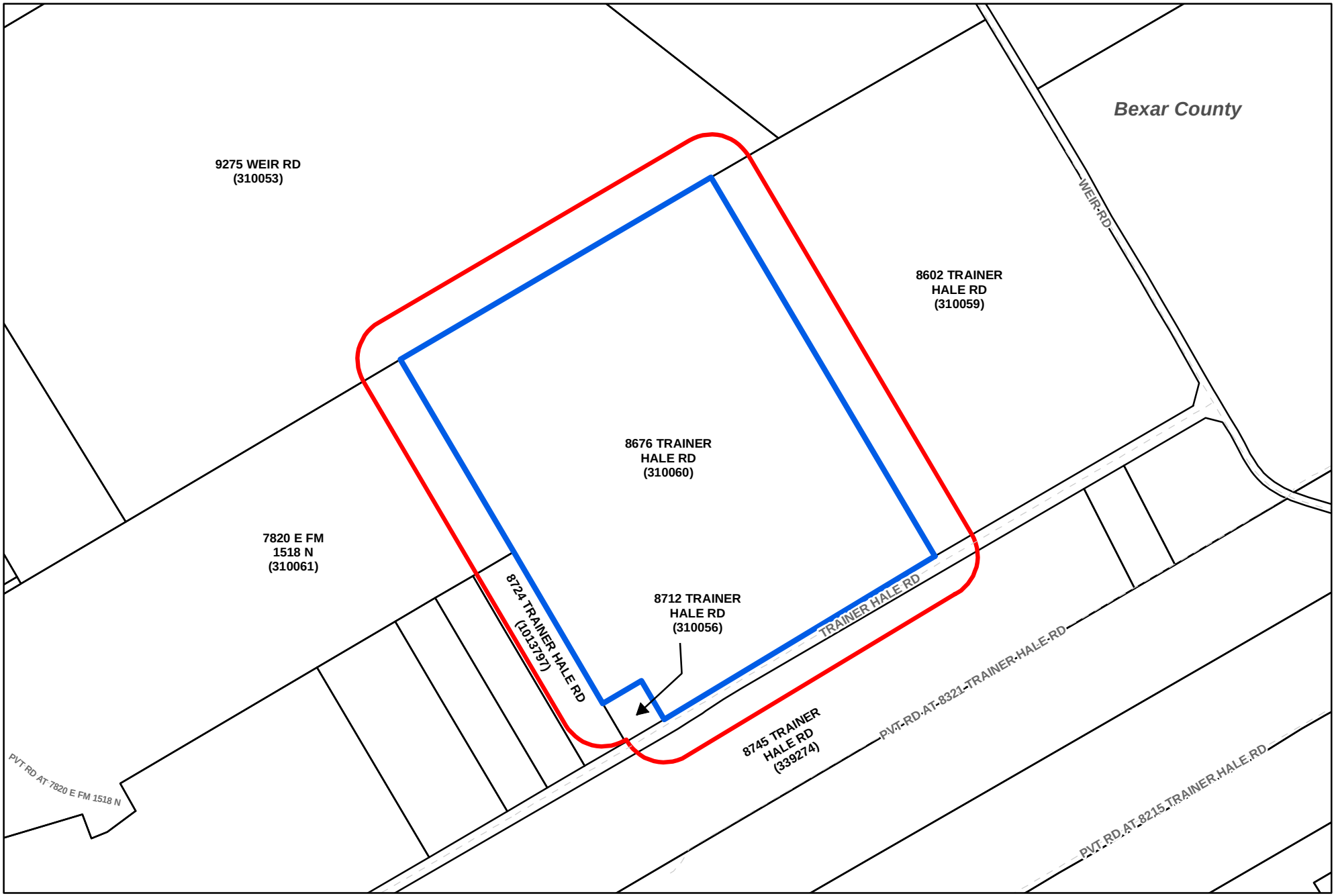
SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Poppy Hills Subdivision
(PLZC20240153)

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

1 Inch = 300 Feet

0 150 300 600 900 Feet



SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

City of Schertz

POPPY HILLS SUBDIVISION (PLZC20240153)

Project Area 200' Buffer

N W E S

Feet
0 300 600 1,200

Last Update:July 12, 2024
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."

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

July 22, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 7th, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLZC20240153 – Conduct a public hearing and make a recommendation on a request to rezone approximately 79 acres of land from Planned Development District (PDD) to Single-Family Residential District (R-1), known as Bexar County Property Identification Number 310060, more specifically known as 8676 Trainer Hale Rd, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Daisy Marquez, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Daisy Marquez, Planner at (210) 619-1782.

Sincerely,

Daisy Marquez, AICP
Planner

Reply Form:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council.*** *If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☑ opposed to ☐ neutral to ☐ the request for **PLZC20240153**

COMMENTS: _____

NAME: Brian Bertrand / Valerie Hartmann (PLEASE PRINT) SIGNATURE Brian Bertrand / Valerie Hartmann

STREET ADDRESS: _____

DATE: 7/27/24

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

July 22, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 7th, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLZC20240153 – Conduct a public hearing and make a recommendation on a request to rezone approximately 79 acres of land from Planned Development District (PDD) to Single-Family Residential District (R-1), known as Bexar County Property Identification Number 310060, more specifically known as 8676 Trainer Hale Rd, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Daisy Marquez, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Daisy Marquez, Planner at (210) 619-1782.

Sincerely,

Daisy Marquez, AICP
Planner

Reply Form:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council****. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☒ opposed to ☐ neutral to ☐ the request for **PLZC20240153**

COMMENTS: I believe property owners should be allowed to zone to meet residential market demand & provide affordable housing alternative to home buyers. Example, city should allow for future masterplan residential developments.

NAME: Vickie McDaniel (PLEASE PRINT) SIGNATURE Vickie McDaniel

STREET ADDRESS: 627 Gebhardt Road, Sealy, TX 77474

DATE: 6 Aug 2024

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

July 22, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 7th, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLZC20240153 – Conduct a public hearing and make a recommendation on a request to rezone approximately 79 acres of land from Planned Development District (PDD) to Single-Family Residential District (R-1), known as Bexar County Property Identification Number 310060, more specifically known as 8676 Trainer Hale Rd, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Daisy Marquez, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Daisy Marquez, Planner at (210) 619-1782.

Sincerely,

Daisy Marquez, AICP
Planner

Reply Form:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council****. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☒ opposed to ☐ neutral to ☐ the request for **PLZC20240153**

COMMENTS: We believe property owners should be allowed to zone to meet residential market demand & provide affordable housing alternative to home buyers. Example, City should allow 40', 50' & 60' lots for future masterplan residential developments.

NAME: Rebecca Robertson SIGNATURE Rebecca Robertson
(PLEASE PRINT)

STREET ADDRESS: 9275 Weir Rd, Schertz TX 78108

DATE: 6 Aug 24

SCHERTZ

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

July 22, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on Wednesday, August 7th, 2024 at 6:00 p.m. located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLZC2024-0015 – Conduct a public hearing and make a recommendation on a request to rezone approximately 79 acres of land from Planned Development District (PDD) to Single-Family Residential District (R-1), known as Bexar County Property Identification Number 310060, more specifically known as 8676 Trainer Hale Rd, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Daisy Marquez, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: . If you have any questions, please feel free to call Daisy Marquez, Planner at (210) 619-1782.

Sincerely,

Daisy Marquez, AICP
Planner

Reply Form

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC Local Government Code: 211.006(d). The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.

I am: in favor of ☒ opposed to ☐ neutral to ☐ the request for PLZC2024-0015

COMMENTS: We believe property owners should be allowed to zone to meet residential market demand and provide affordable housing to home buyers. Example, city should allow 40', 50' and 60' lots for future master plan residential developments.

NAME: David Wiederstein (PLEASE PRINT) SIGNATURE: David Wiederstein

STREET ADDRESS: 9275 Weir Rd Schertz, Tx. 78108

DATE: 8/6/2024

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

July 22, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 7th, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLZC20240153 – Conduct a public hearing and make a recommendation on a request to rezone approximately 79 acres of land from Planned Development District (PDD) to Single-Family Residential District (R-1), known as Bexar County Property Identification Number 310060, more specifically known as 8676 Trainer Hale Rd, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Daisy Marquez, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Daisy Marquez, Planner at (210) 619-1782.

Sincerely,

Daisy Marquez, AICP
Planner

Reply Form:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.

I am: in favor of ☑ opposed to ☐ neutral to ☐ the request for PLZC20240153

COMMENTS: I believe property owners should be allowed to zone to meet residential market demands & provide affordable housing alternatives to home buyers. example, city should allow for future master plan residential developments.

NAME: Diane Hunter (PLEASE PRINT) SIGNATURE Diane Hunter

STREET ADDRESS: 9275 Weir Rd., Cibolo, Tx. 78108

DATE: 8-6-24

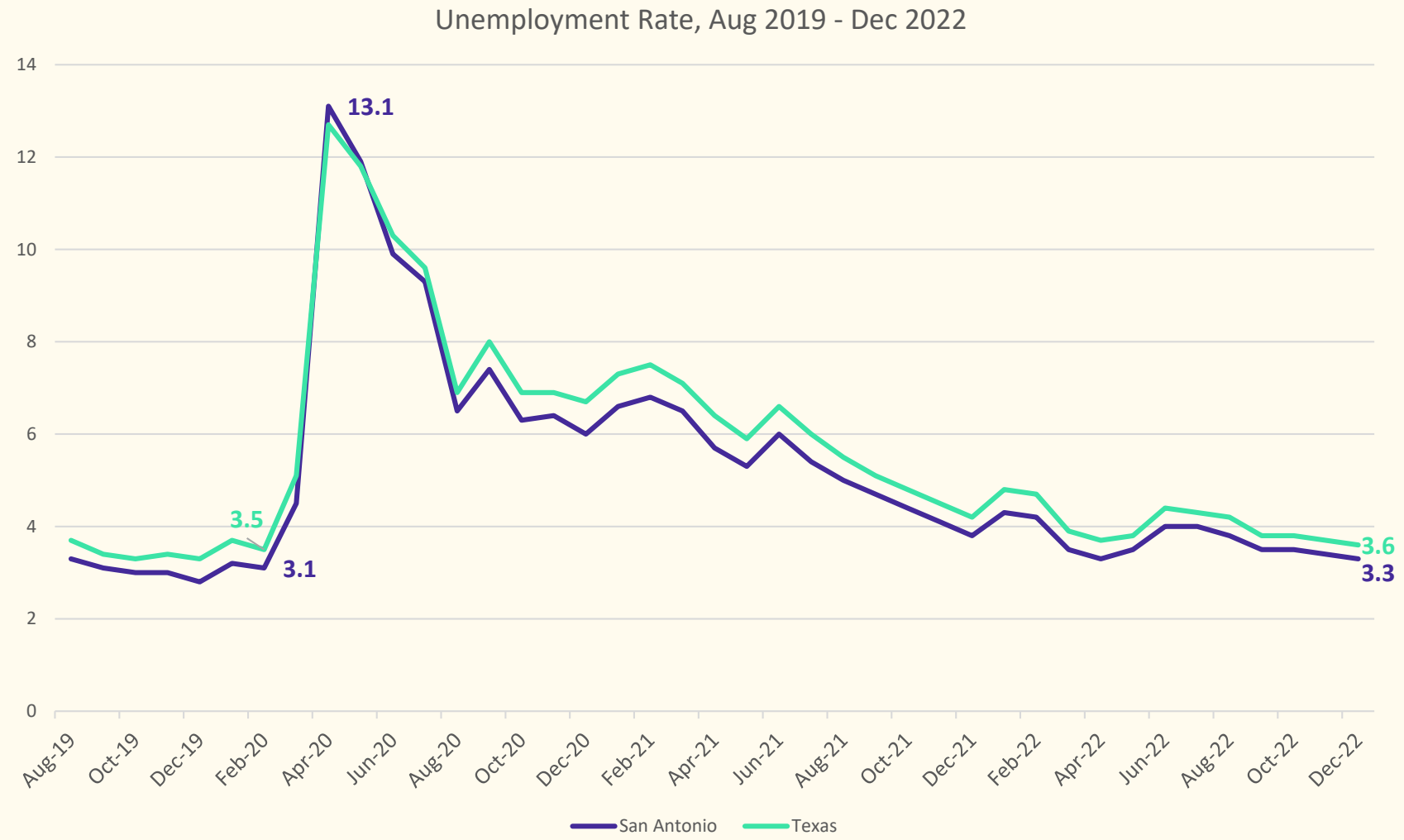
Zonda™
Education

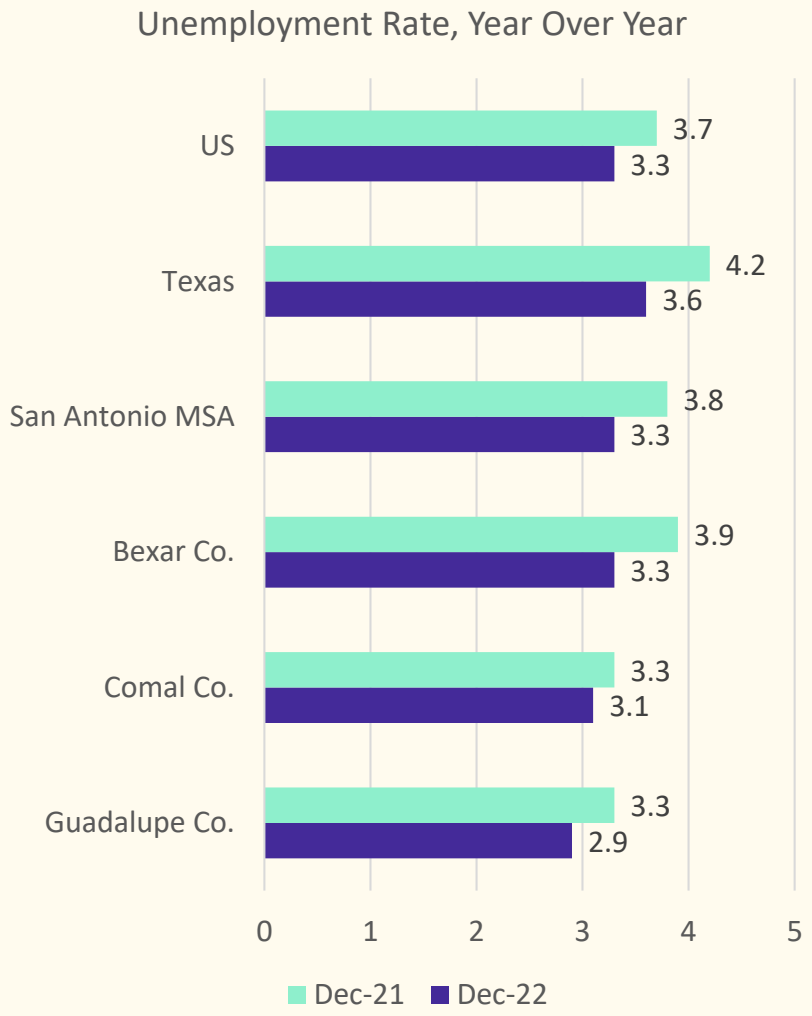


4Q22

Demographic Report

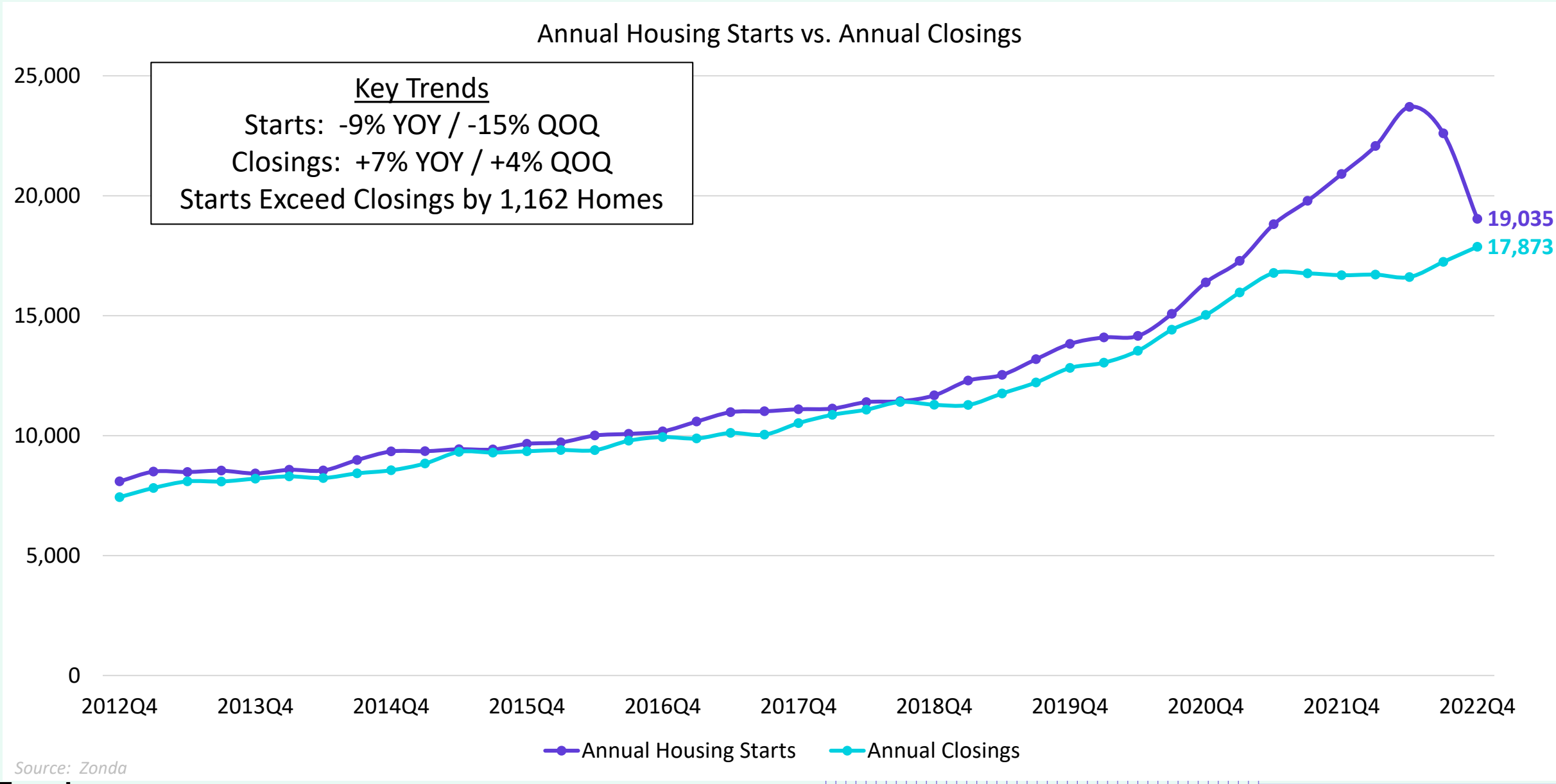
San Antonio Economic Conditions





Zonda Education

San Antonio New Home Starts & Closings



Source: Zonda

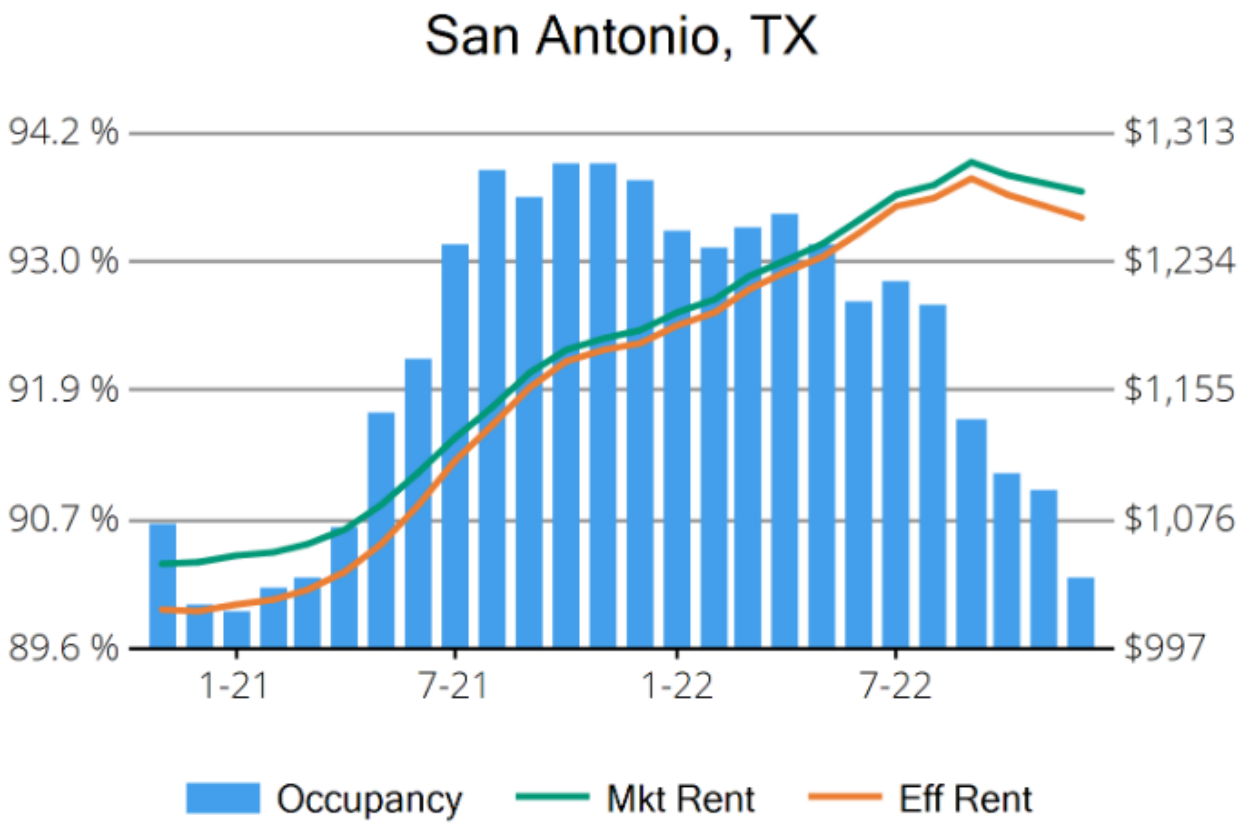
Zonda Education

© 2022 Zonda

Housing Market Trends: Multi-family market- December 2022

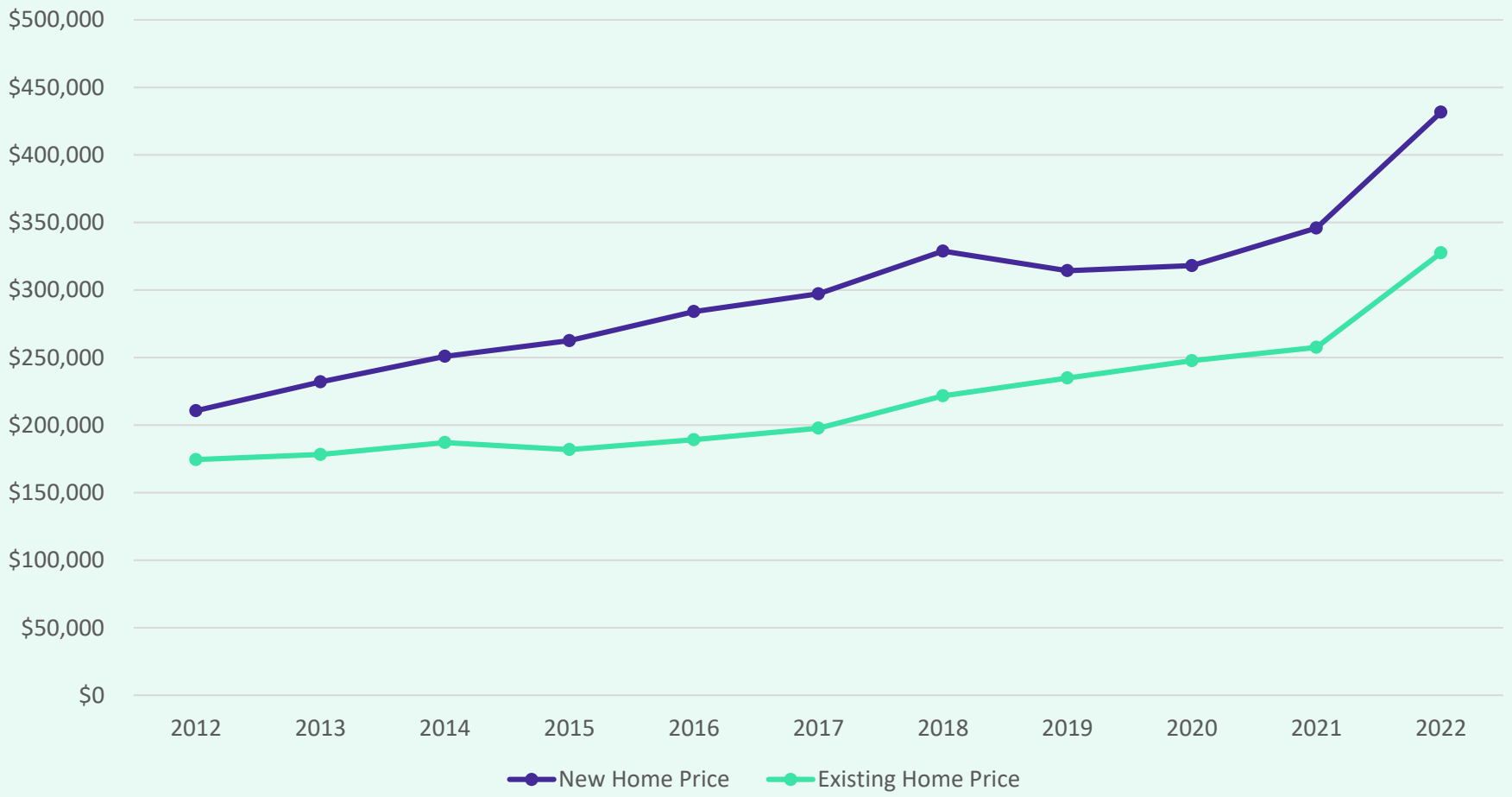
*Stabilized and Lease-up Properties**

Conventional Properties	Dec 2022	Annual Change
Occupancy	90.2	-4.1%
Unit Change	3,629	
Units Absorbed (Annual)	-4,057	
Average Size (SF)	852	0%
Asking Rent	$1,277	+7.0%
Asking Rent per SF	$1.50	+7.0%
Effective Rent	$1,261	+6.5%
Effective Rent per SF	$1.48	+6.4%
% Offering Concessions	20%	+19.1%
Avg. Concession Package	5.0%	+36.4%



Schertz-Cibolo-Universal City ISD Housing Market Analysis

Average New vs. Existing Home Sale Price, 2012 - 2022



	Avg New Home	Avg Existing Home
2012	$210,650	$174,468
2013	$231,997	$178,212
2014	$250,897	$187,097
2015	$262,532	$181,881
2016	$284,037	$189,189
2017	$297,182	$197,710
2018	$328,762	$221,637
2019	$314,299	$234,868
2020	$318,065	$247,691
2021	$345,858	$257,537
2022	$431,606	$327,526

- Since 2012, the average new home price in SCUCISD has more than doubled, a rise of nearly $221,000
- The average existing home price within the district has increased by 87%, or more than $153,000 since 2012

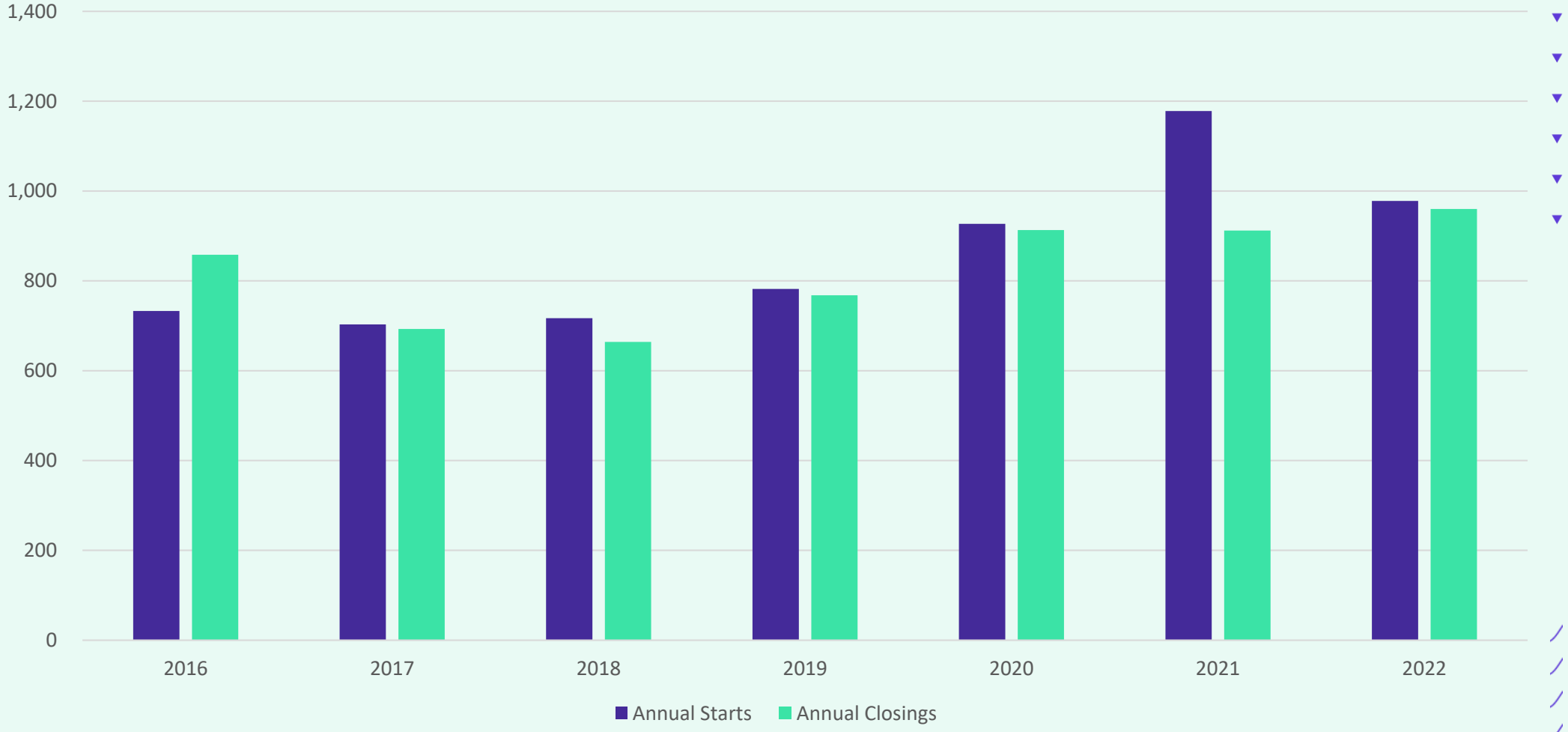
San Antonio New Home Ranking Report

ISD Ranked by Annual Closings – 4Q22

Rank	District Name	Annual Starts	Annual Closings	Inventory	VDL	Future
1	NORTHSIDE ISD	3,858	3,985	3,066	6,340	25,851
2	COMAL ISD	3,187	2,976	2,685	4,175	24,094
3	MEDINA VALLEY ISD	2,135	2,001	1,431	3,993	27,451
4	EAST CENTRAL ISD	2,157	1,691	1,544	3,533	26,459
5	JUDSON ISD	1,449	1,397	956	1,255	1,323
6	**SCHERTZ-CIBOLO-U CITY ISD***	**979**	**960**	**746**	**1,833**	**7,001**
7	SOUTHWEST ISD	1,107	843	860	1,926	10,350
8	NEW BRAUNFELS ISD	740	806	544	1,087	6,483
9	BOERNE ISD	594	706	577	1,123	11,097
10	SEGUIN ISD	548	554	329	895	5,300
11	SOUTHSIDE ISD	448	422	285	1,148	10,138
12	NAVARRO ISD	642	398	467	1,635	4,660
13	NORTH EAST ISD	439	385	349	682	6,020
14	SAN ANTONIO ISD	238	308	220	375	999
15	SOUTH SAN ANTONIO ISD	269	180	198	176	637
16	LYTLE ISD	87	96	40	109	1,381
17	HARLANDALE ISD	40	76	27	14	144
18	ALAMO HEIGHTS ISD	59	42	68	93	22
19	JOURDANTON ISD	0	24	4	4	36
20	MARION ISD	24	14	30	340	4,388

** Based on additional Zonda Education housing research*

District New Home Starts and Closings



Starts	2016	2017	2018	2019	2020	2021	2022
1Q	190	196	175	201	237	294	349
2Q	168	168	180	176	197	300	393
3Q	233	167	177	207	261	265	174
4Q	142	172	185	198	232	319	63
Total	**733**	**703**	**717**	**782**	**927**	**1,178**	**979**

Closings	2016	2017	2018	2019	2020	2021	2022
1Q	225	194	133	138	165	190	181
2Q	237	172	185	211	249	258	227
3Q	235	179	185	240	286	268	218
4Q	161	148	161	179	213	196	334
Total	**858**	**693**	**664**	**768**	**913**	**912**	**960**

District Housing Overview by Elementary Zone

Elementary	Annual Starts	Quarter Starts	Annual Closings	Quarter Closings	Under Const.	Inventory	Vacant Dev. Lots	Future
CIBOLO VALLEY	66	12	18	10	57	64	161	500
GREEN VALLEY	0	0	0	0	0	0	0	0
PASCHAL	3	0	5	1	1	2	36	38
ROSE GARDEN	295	8	448	101	153	215	438	3,307
SCHERTZ	98	6	73	39	48	62	26	60
SIPPEL	130	23	175	45	94	118	696	1,526
WATTS	155	2	65	43	99	118	82	633
WIEDERSTEIN	232	12	176	95	126	167	394	937
Grand Total	**979**	**63**	**960**	**334**	**578**	**746**	**1,833**	**7,001**

Highest activity in the category

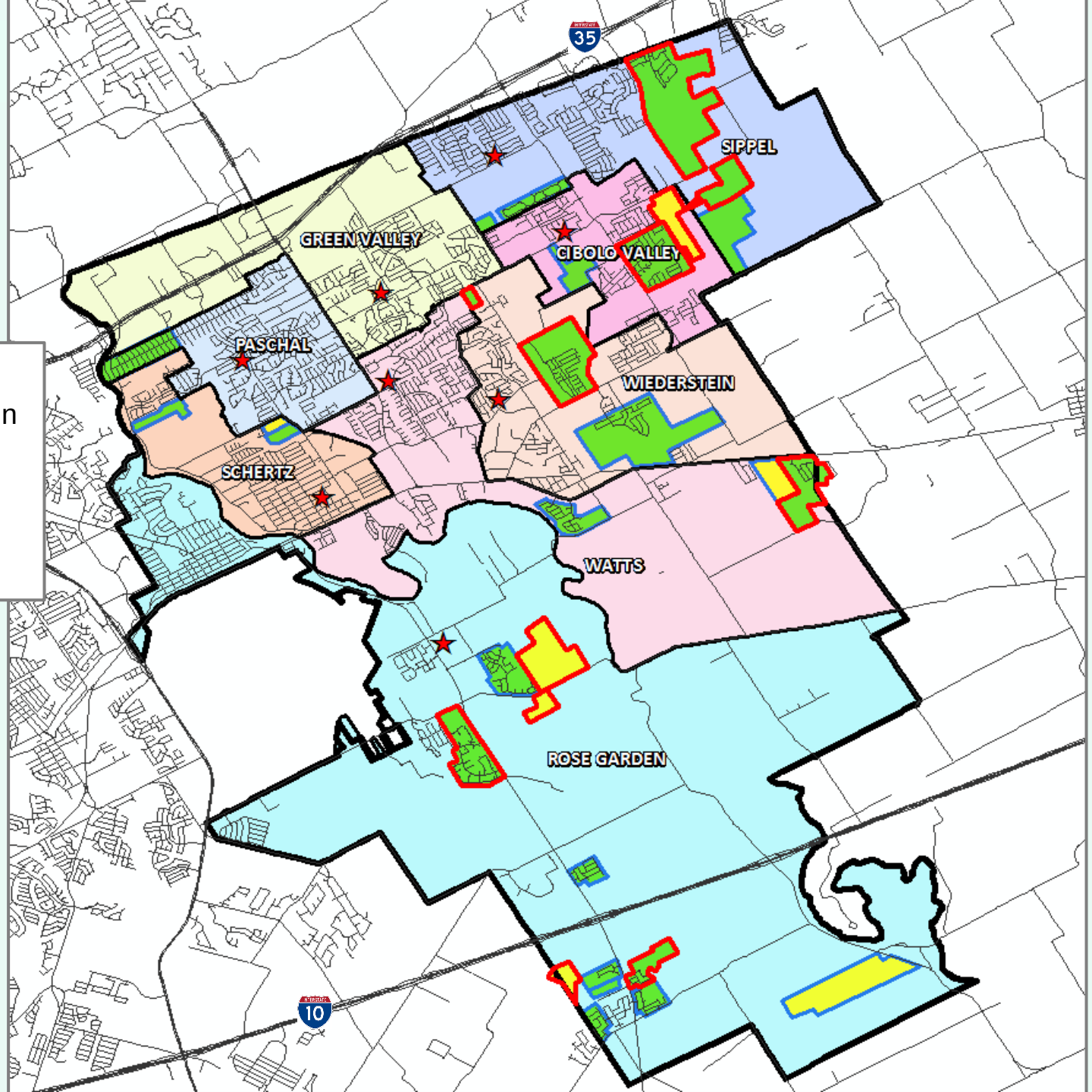
Second highest activity in the category

Third highest activity in the category

Zonda Education

District Housing Overview

- The district has 23 actively building subdivisions
- Within SCUCISD there are 7 future subdivisions in various stages of planning
- Of these, groundwork is underway on more than 1,140 lots within 12 subdivisions
- 392 lots have been delivered in the 4th quarter

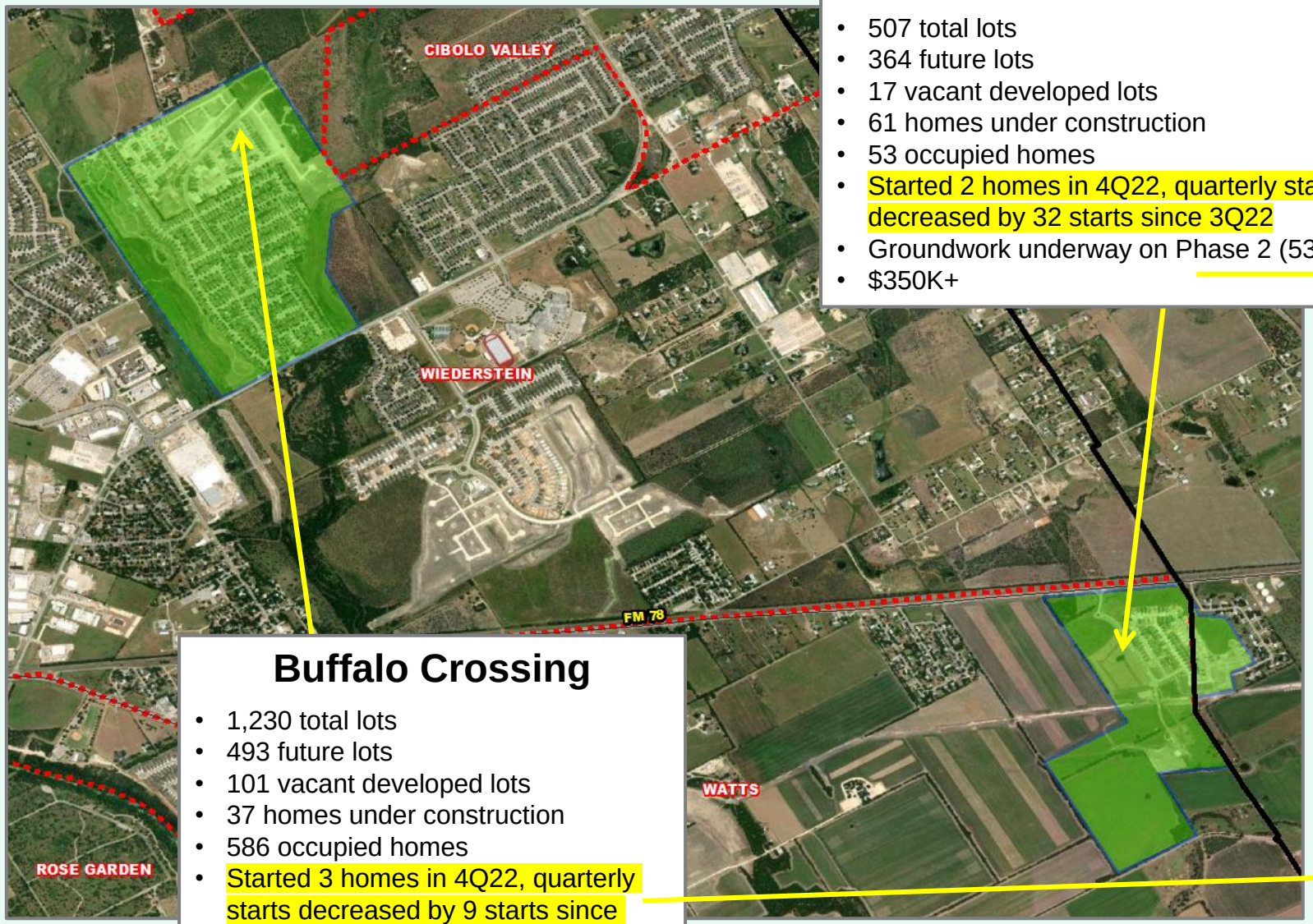


Subdivisions

- ACTIVE
- FUTURE
- Groundwork Underway

Zonda Education

Residential Activity



Venado Crossing

- 507 total lots
- 364 future lots
- 17 vacant developed lots
- 61 homes under construction
- 53 occupied homes
- Started 2 homes in 4Q22, quarterly starts decreased by 32 starts since 3Q22
- Groundwork underway on Phase 2 (53 lots)
- $350K+



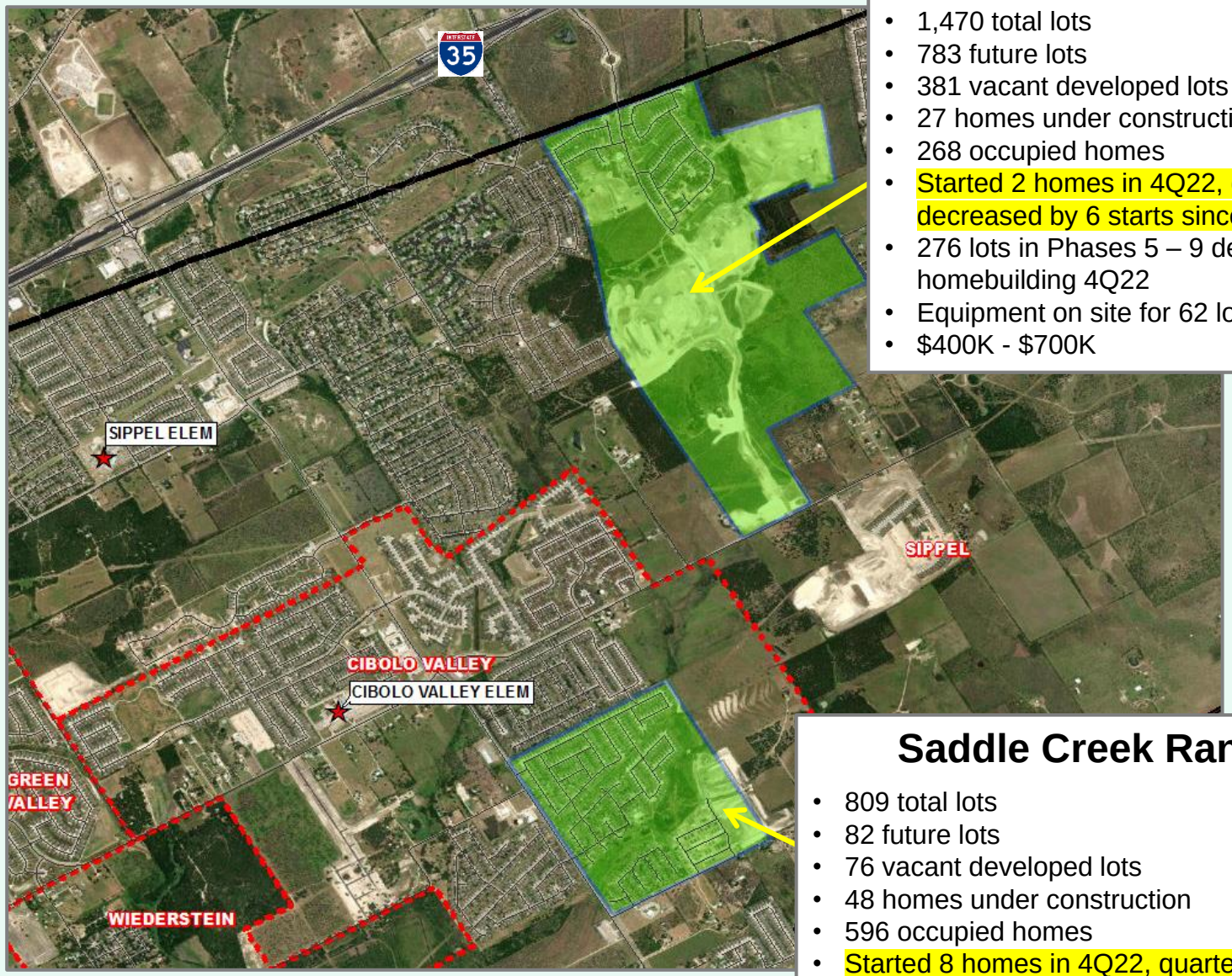
Buffalo Crossing

- 1,230 total lots
- 493 future lots
- 101 vacant developed lots
- 37 homes under construction
- 586 occupied homes
- Started 3 homes in 4Q22, quarterly starts decreased by 9 starts since 3Q22
- Groundwork underway on 95 lots in Phase 2
- $360K+



Zonda Education

Residential Activity



Homestead

- 1,470 total lots
- 783 future lots
- 381 vacant developed lots
- 27 homes under construction
- 268 occupied homes
- Started 2 homes in 4Q22, quarterly starts decreased by 6 starts since 3Q22
- 276 lots in Phases 5 – 9 delivered for homebuilding 4Q22
- Equipment on site for 62 lots in Phase 11
- $400K - $700K



Saddle Creek Ranch

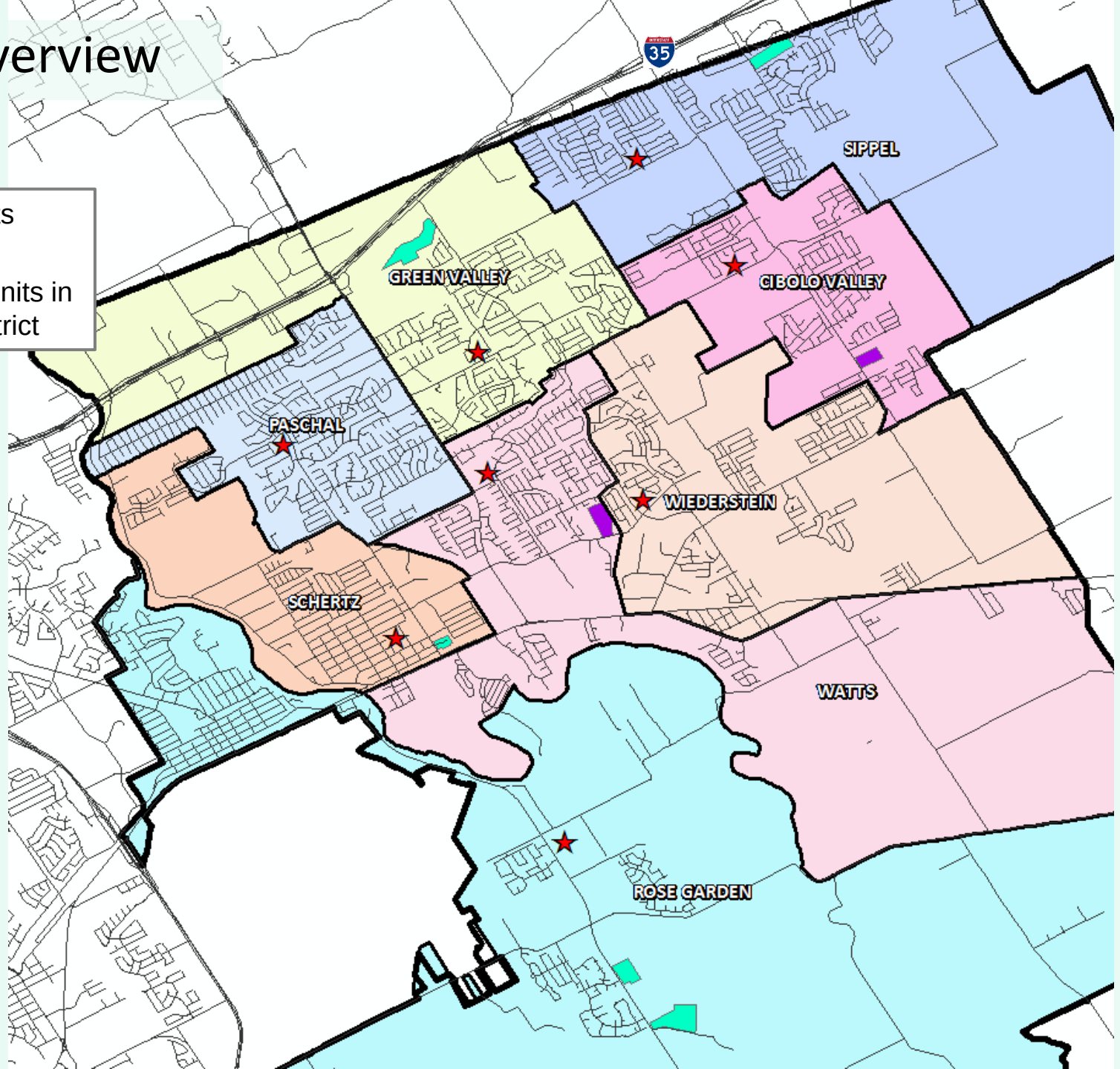
- 809 total lots
- 82 future lots
- 76 vacant developed lots
- 48 homes under construction
- 596 occupied homes
- Started 8 homes in 4Q22, quarterly starts decreased by 17 starts since 3Q22
- Groundwork underway on Phase 9 (82 lots)
- $290K+



Zonda Education

District Multi-Family Overview

- There are more than 550 multi-family units under construction
- There are nearly 800 future multi-family units in various stages of planning across the district



Ten Year Forecast by Grade Level

Year (Oct.)	EE	PK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total	Total Growth	% Growth
2018/19	70	337	982	1,050	1,070	1,143	1,205	1,198	1,146	1,139	1,264	1,366	1,356	1,291	1,201	15,818		
2019/20	86	327	1,048	1,036	1,093	1,125	1,184	1,211	1,234	1,183	1,180	1,419	1,340	1,282	1,224	15,972	154	1.0%
2020/21	77	248	951	1,019	1,040	1,077	1,135	1,143	1,232	1,248	1,219	1,293	1,394	1,305	1,292	15,673	-299	-1.9%
2021/22	78	377	935	997	1,019	1,074	1,116	1,124	1,221	1,287	1,318	1,428	1,347	1,305	1,264	15,890	217	1.4%
2022/23	67	369	819	962	998	1,077	1,114	1,067	1,133	1,230	1,306	1,478	1,371	1,247	1,283	15,521	-369	-2.3%
2023/24	67	414	927	881	997	1,049	1,143	1,133	1,099	1,159	1,249	1,476	1,457	1,297	1,225	15,573	52	0.3%
2024/25	67	428	954	998	910	1,049	1,122	1,161	1,174	1,123	1,178	1,419	1,455	1,365	1,267	15,670	97	0.6%
2025/26	67	454	1,007	1,036	1,032	960	1,117	1,142	1,191	1,195	1,140	1,331	1,384	1,366	1,330	15,752	82	0.5%
2026/27	67	477	1,061	1,086	1,068	1,082	1,019	1,138	1,178	1,220	1,214	1,295	1,310	1,302	1,334	15,851	99	0.6%
2027/28	67	477	1,062	1,142	1,114	1,115	1,133	1,039	1,173	1,201	1,239	1,376	1,271	1,231	1,271	15,911	60	0.4%
2028/29	67	490	1,090	1,118	1,171	1,170	1,179	1,155	1,069	1,192	1,220	1,400	1,348	1,194	1,205	16,068	157	1.0%
2029/30	67	493	1,098	1,147	1,154	1,228	1,236	1,202	1,191	1,087	1,211	1,384	1,375	1,267	1,168	16,308	240	1.5%
2030/31	67	498	1,107	1,158	1,184	1,209	1,296	1,259	1,239	1,212	1,104	1,376	1,357	1,292	1,239	16,597	289	1.8%
2031/32	67	506	1,125	1,168	1,197	1,243	1,279	1,320	1,298	1,262	1,231	1,256	1,348	1,276	1,263	16,839	242	1.5%
2032/33	67	512	1,137	1,186	1,207	1,258	1,315	1,303	1,361	1,324	1,282	1,398	1,232	1,266	1,247	17,095	255	1.5%

Yellow box = largest grade per year
Green box = second largest grade per year

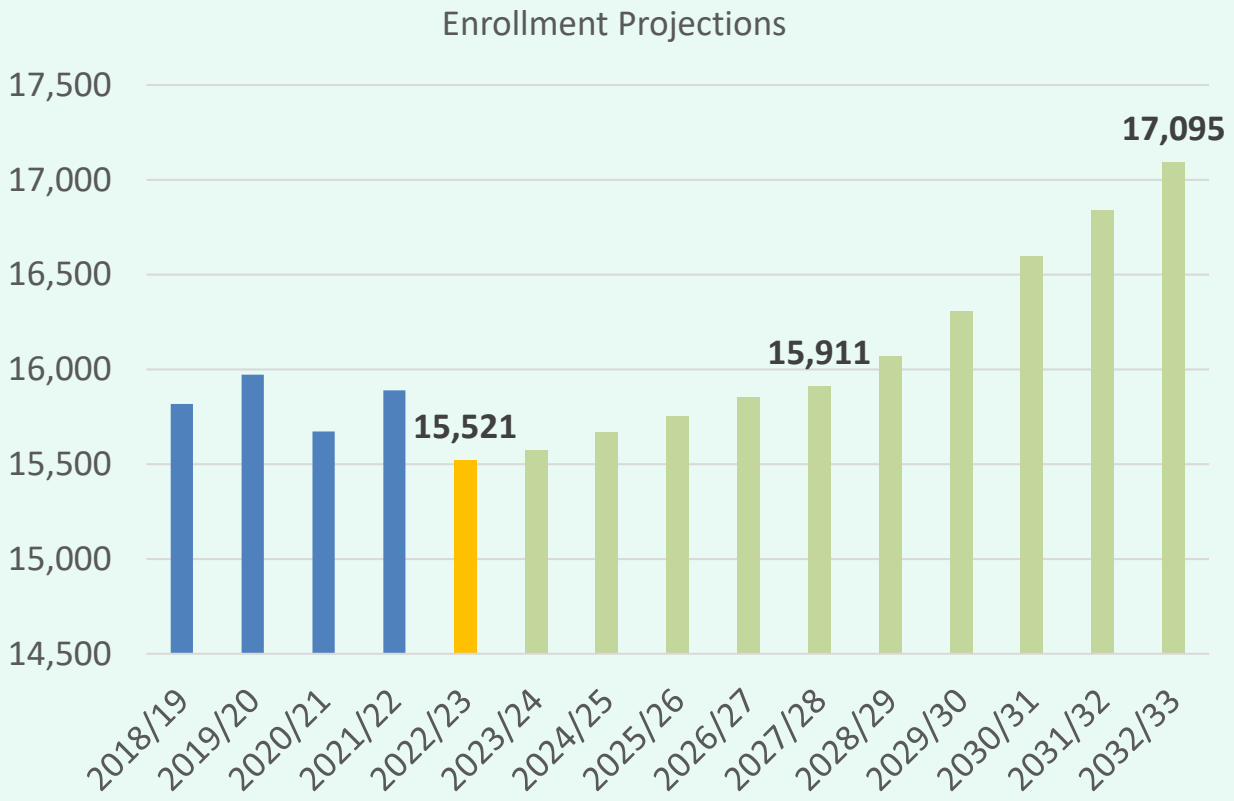
Ten Year Forecast by Campus

Campus	Functional Capacity	Max Capacity	Fall 2022/23	ENROLLMENT PROJECTIONS 2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33
CIBOLO VALLEY EL	891	1,200	761	750	752	767	816	869	910	925	936	950	968
GREEN VALLEY EL	673	924	586	576	549	536	535	559	574	585	593	594	591
NORMA PASCHAL EL	673	924	603	600	588	600	602	618	625	628	630	627	623
ROSE GARDEN EL	891	1,200	899	963	1,010	1,062	1,099	1,149	1,201	1,254	1,292	1,333	1,368
SCHERTZ EL	675	1,102	671	684	688	683	699	701	701	694	686	670	657
SIPPEL EL	675	1,058	742	749	745	771	802	845	873	904	927	953	998
WATTS EL	673	924	593	586	591	599	618	641	656	671	679	680	688
WIEDERSTEIN EL	675	1,058	551	571	606	655	690	728	745	762	776	778	788
ELEMENTARY TOTALS			5,406	5,478	5,528	5,673	5,860	6,110	6,285	6,423	6,519	6,585	6,682
Elementary Percent Change			-3.40%	1.34%	0.91%	2.62%	3.29%	4.27%	2.86%	2.20%	1.49%	1.01%	1.46%
Elementary Absolute Change			-190	72	50	145	187	250	175	138	96	66	96
JORDAN INT	810	1,000	716	775	827	822	857	844	859	932	977	1,030	1,056
SCHLATHER INT	810	1,200	750	723	776	769	703	642	642	703	746	788	800
WILDER INT	810	1,250	734	734	732	742	756	726	723	758	775	800	808
INTERMEDIATE TOTALS			2,200	2,232	2,335	2,333	2,316	2,212	2,224	2,393	2,498	2,618	2,664
Intermediate Percent Change			-6.18%	1.45%	4.61%	-0.09%	-0.73%	-4.49%	0.54%	7.60%	4.39%	4.80%	1.76%
Intermediate Absolute Change			-145	32	103	-2	-17	-104	12	169	105	120	46

Ten Year Forecast by Campus

Campus	Functional Capacity	Max Capacity	Fall 2022/23	ENROLLMENT PROJECTIONS 2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33
DOBIE JH	1,300	1,540	1,348	1,311	1,235	1,242	1,329	1,319	1,267	1,193	1,204	1,312	1,386
CORBETT JH	1,080	1,500	1,188	1,097	1,066	1,093	1,105	1,121	1,145	1,105	1,112	1,181	1,220
JUNIOR HIGH SCHOOL TOTALS			2,536	2,408	2,301	2,335	2,434	2,440	2,412	2,298	2,316	2,493	2,606
Junior High School Percent Change			-2.65%	-5.05%	-4.44%	1.48%	4.24%	0.25%	-1.15%	-4.73%	0.78%	7.64%	4.53%
Junior High School Absolute Change			-69	-128	-107	34	99	6	-28	-114	18	177	113
CLEMENS HS	2,700	3,300	2,544	2,613	2,626	2,566	2,513	2,454	2,433	2,484	2,524	2,491	2,530
STEELE HS	2,160	3,200	2,716	2,723	2,761	2,726	2,609	2,576	2,595	2,591	2,621	2,533	2,494
ALSELC			119	119	119	119	119	119	119	119	119	119	119
HIGH SCHOOL TOTALS			5,379	5,455	5,506	5,411	5,241	5,149	5,147	5,194	5,264	5,143	5,143
High School Percent Change			0.65%	1.41%	0.93%	-1.73%	-3.14%	-1.76%	-0.04%	0.91%	1.35%	-2.30%	0.00%
High School Absolute Change			35	76	51	-95	-170	-92	-2	47	70	-121	0
DISTRICT TOTALS			**15,521**	**15,573**	**15,670**	**15,752**	**15,851**	**15,911**	**16,068**	**16,308**	**16,597**	**16,839**	**17,095**
District Percent Change			-2.32%	0.34%	0.62%	0.52%	0.63%	0.38%	0.98%	1.50%	1.77%	1.46%	1.52%
District Absolute Change			369	52	97	82	99	60	157	240	289	242	255

Key Takeaways



- Schertz-Cibolo-Universal City ISD experienced record high new home closings in 4Q22
- The district has 23 actively building subdivisions with over 1,800 lots available to build on
- SCUCISD has 7 future subdivisions with approx. 7,000 lots in the planning stages
- Groundwork is underway on more than 1,140 lots within 12 subdivisions
- Five year enrollment could exceed 15,900

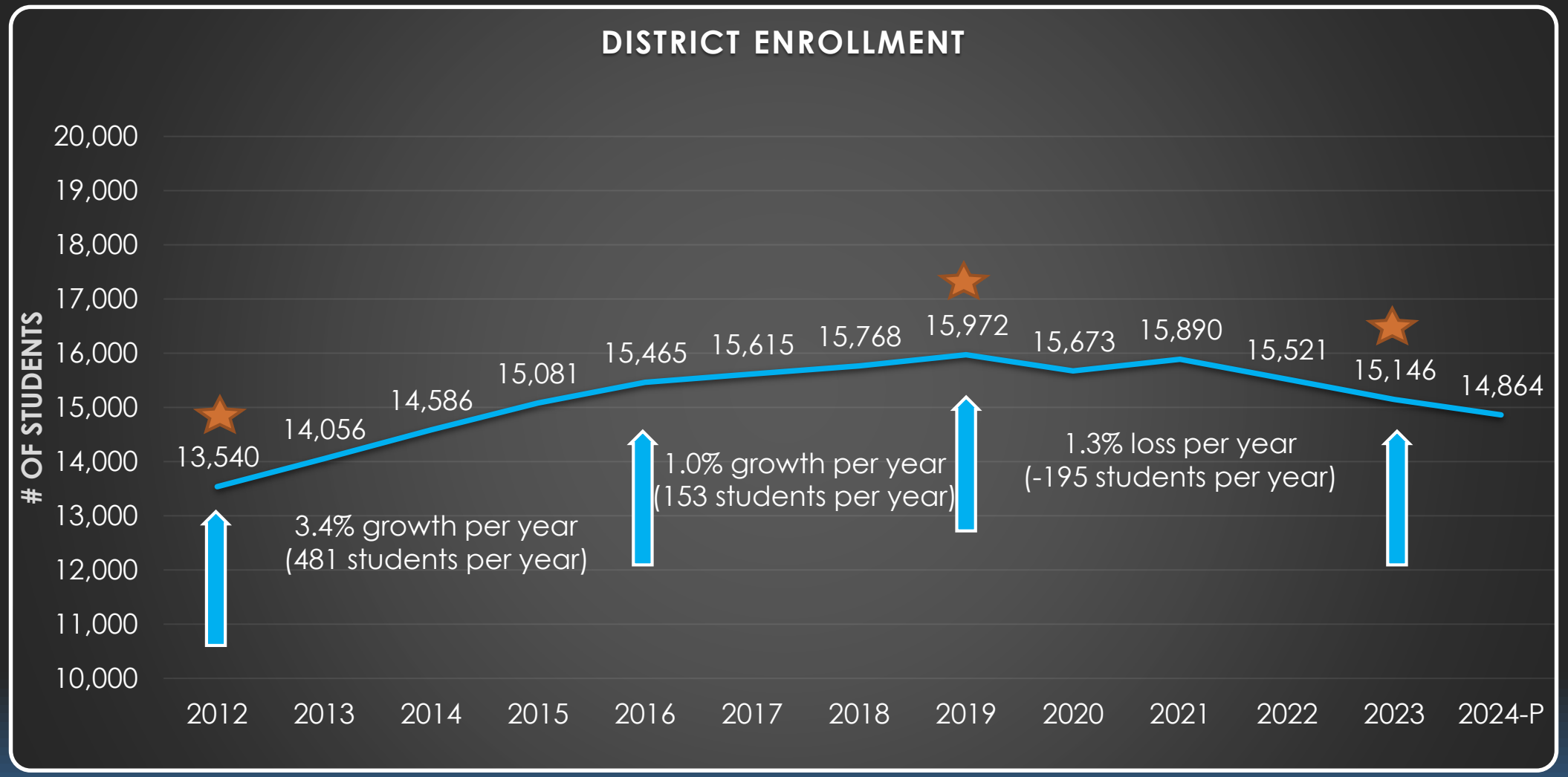
SCHERTZ - CIBOLO - UNIVERSAL CITY ISD

10 YEAR CAMPUS FORECASTING

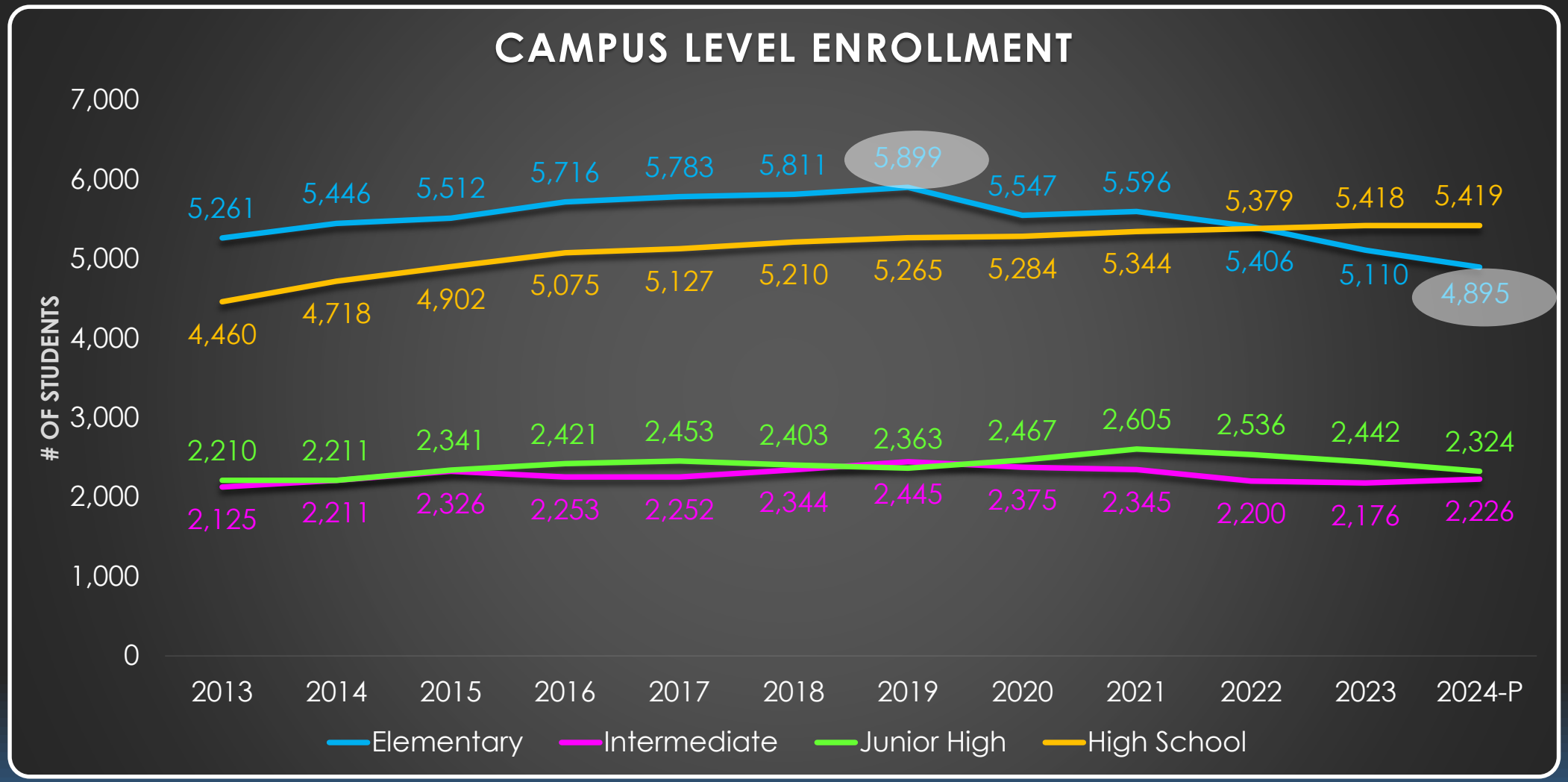
FORECASTING CONSIDERATIONS

- Enrollment
  - Historical Trends
  - Projections
  - Transfers to Charters and Other ISDs
- Campus Capacity
- Bonding Capacity

HISTORICAL ENROLLMENT



HISTORICAL ENROLLMENT BY CAMPUS LEVEL



ENROLLMENT HISTORY BY LEVEL – OCTOBER

- 2019 to 2023 Enrollment Decrease
  - High School enrollment has remained strong
  - We have added 154 High School students since 2019
  - And Junior High has only lost 39 students since 2019
- Elementary is where we have felt the largest drop in enrollment
  - Specifically, 918 students lost since 2019
  - and 219 students lost at the intermediate level.

STUDENT TRANSFERS

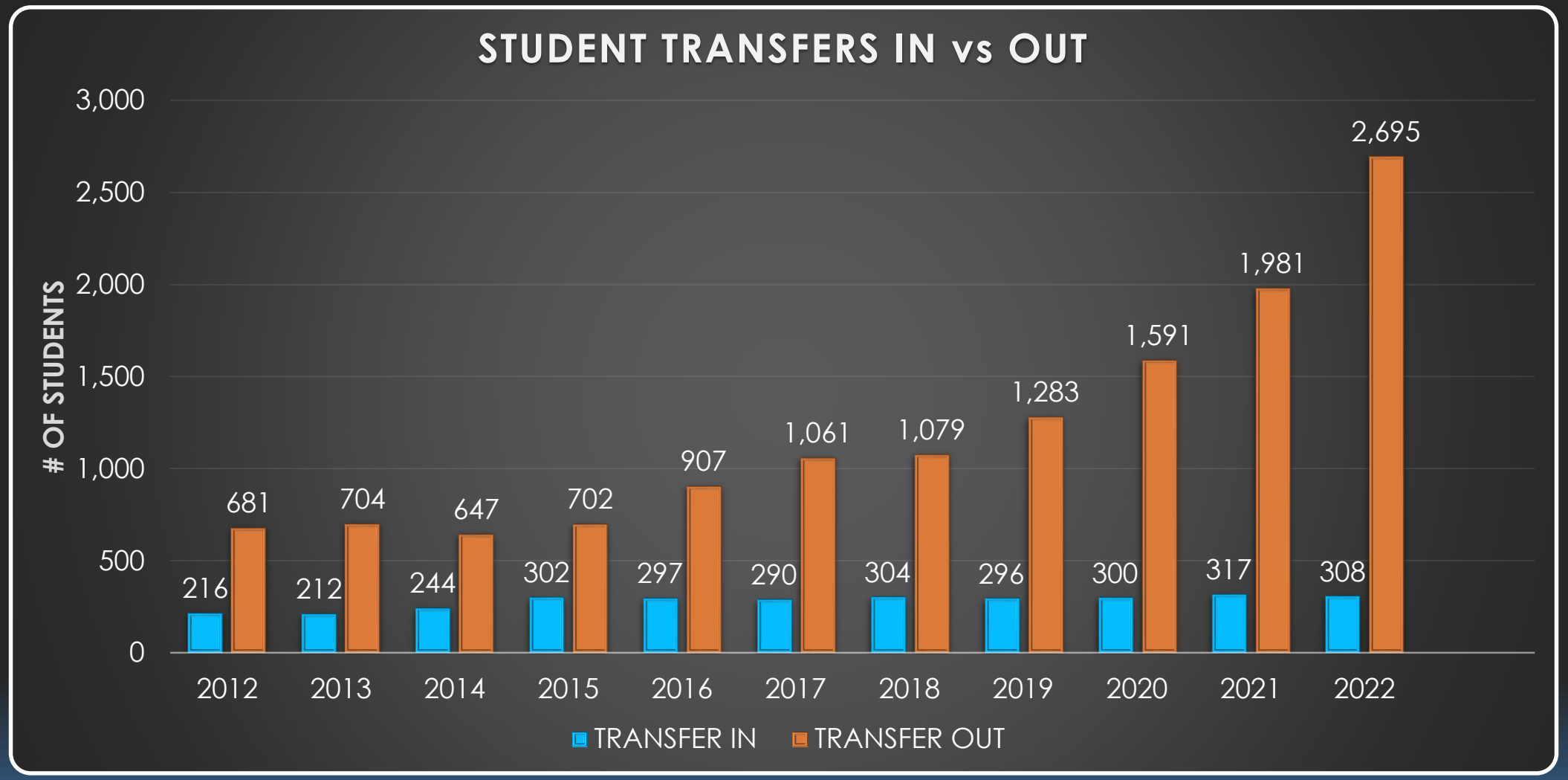
PEIMS YEAR	TRANSFER IN	TRANSFER OUT	DIFFERENCE
2012	216	681	-465
2013	212	704	-492
2014	244	647	-403
2015	302	702	-400
2016	297	907	-610
2017	290	1061	-771
2018	304	1079	-775
2019	296	1283	-987
2020	300	1591	-1291
2021	317	1981	-1664
2022	308	2695	-2387
2023	Data available in March		

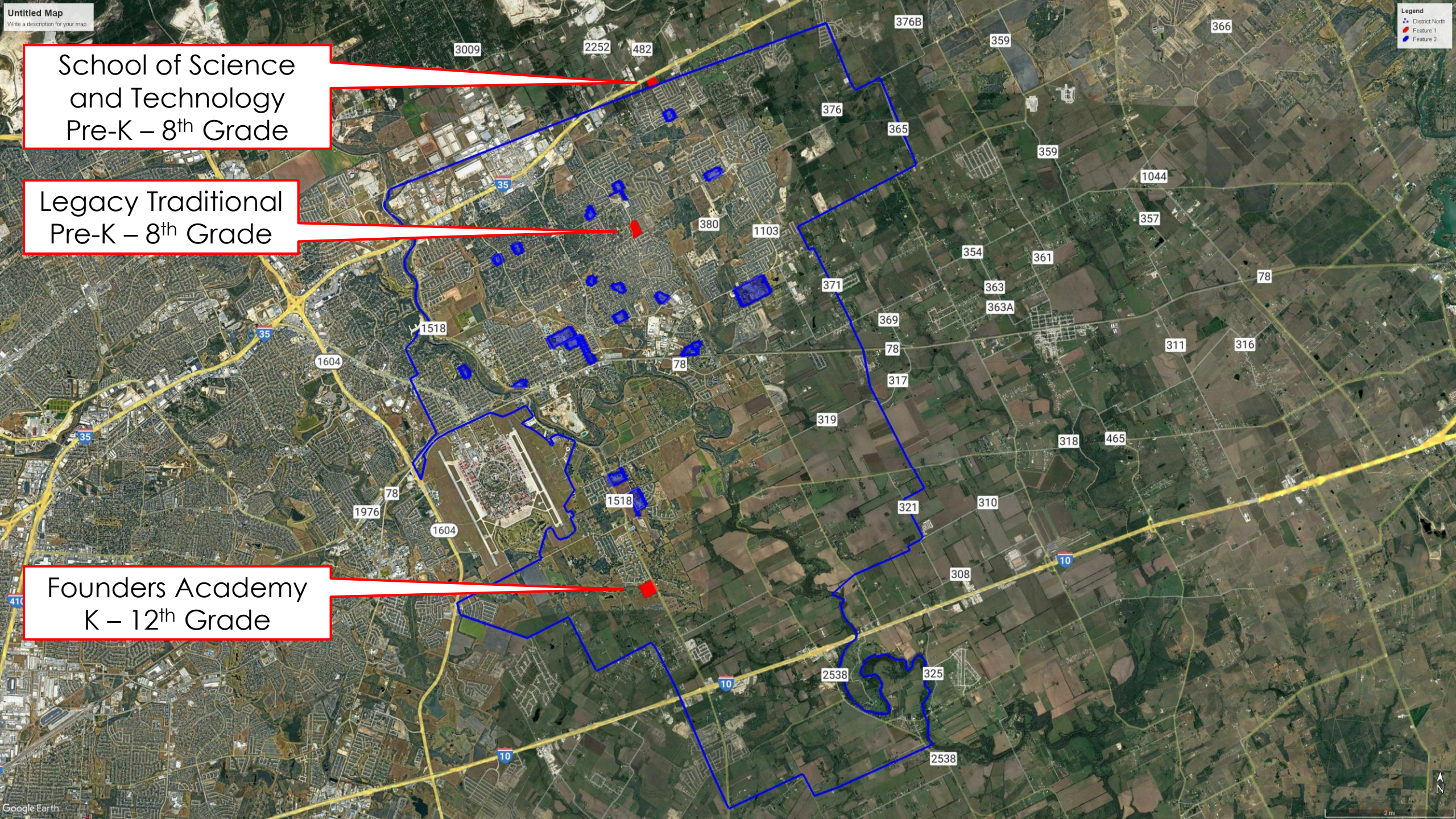
First Year of Founders Charter School →

First Year of School of Science and Technology →

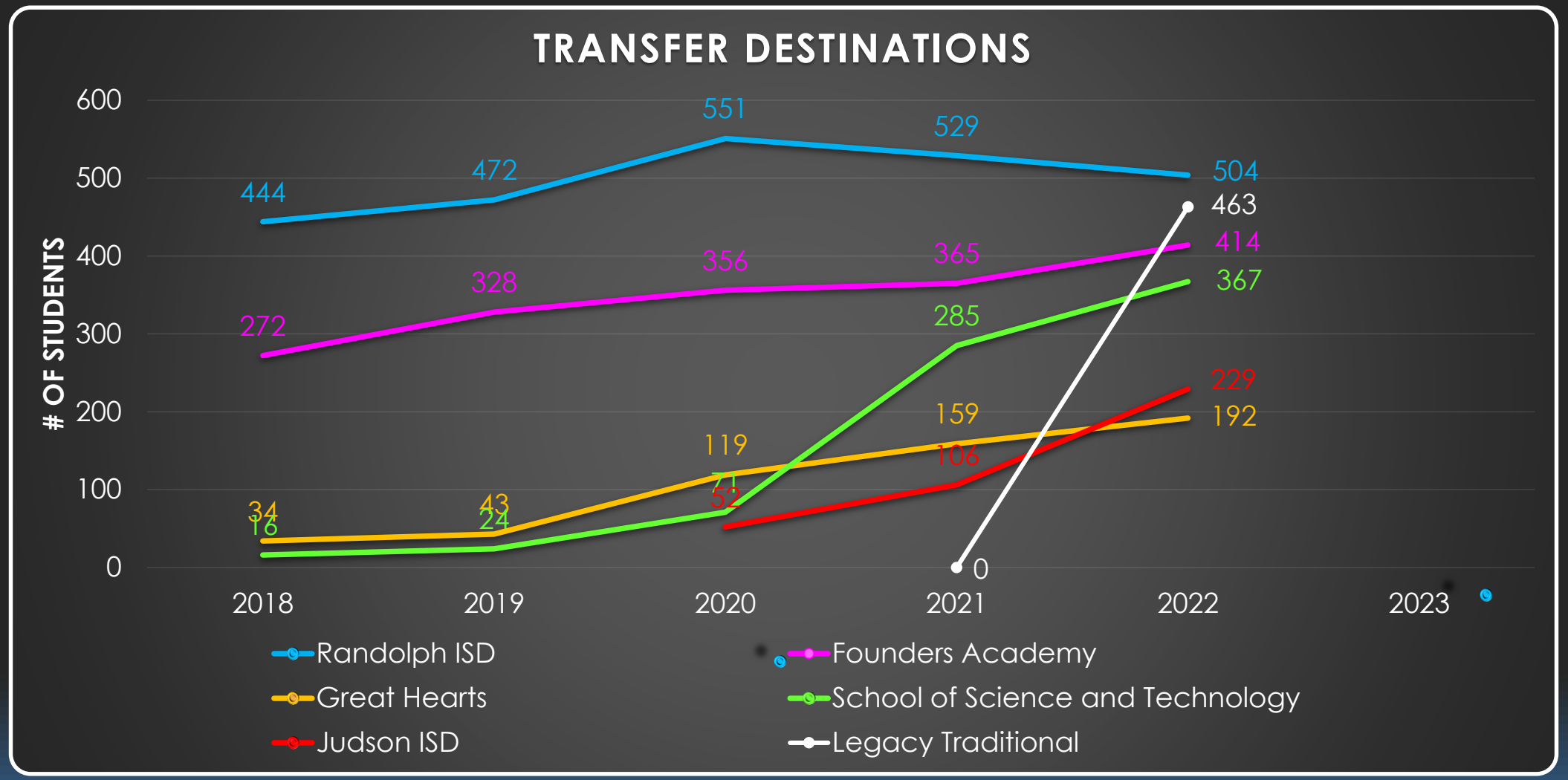
First Year of Legacy Traditional School →

STUDENT TRANSFERS IN VS. OUT

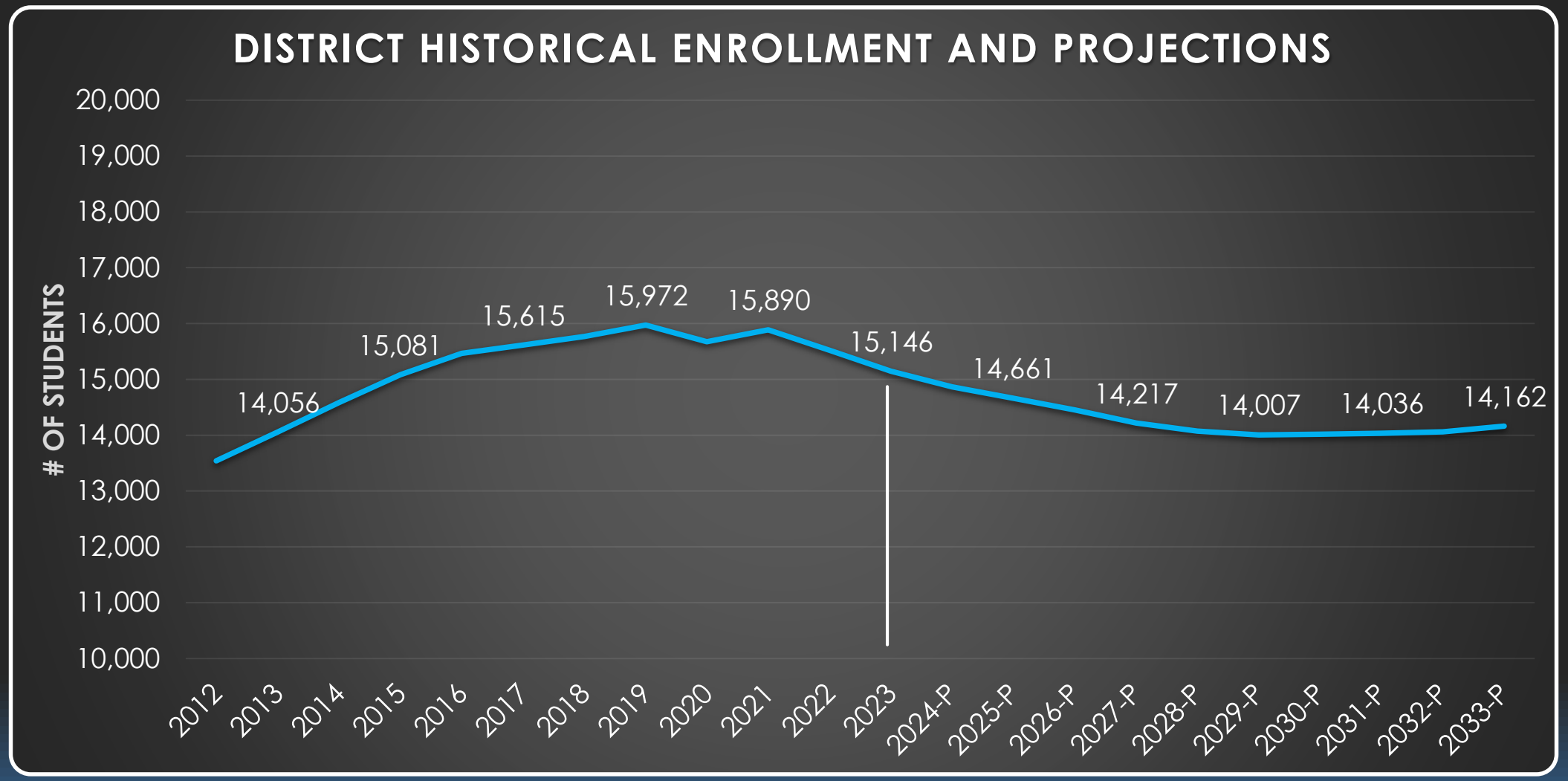



Untitled Map
Write a description for your map.
School of Science and Technology Pre-K – 8th Grade
Legacy Traditional Pre-K – 8th Grade
Founders Academy K – 12th Grade
Legend
District North
Feature 1
Feature 2
3009
2252
482
376B
359
366
376
365
359
1044
380
1103
357
354
361
78
371
363
363A
369
78
1518
1604
78
317
311
316
319
318
465
78
1976
1518
1604
321
310
308
2538
325
2538
35
10
Google Earth
N

MAIN DESTINATIONS FOR TRANSFERS OUT



SO, HOW MANY STUDENTS WILL WE HAVE IN THE FUTURE?



ENROLLMENT PROJECTIONS

- Over the next 6 years our District is projected to lose on average 1.3% of our enrollment annually.
  - Resulting in the potential decline in enrollment of another 1,139 students over the same period
  - Larger graduating classes continue to be replaced with smaller Pre-K and Kinder
  - Growth in Charter enrollment is likely to contribute to the smaller elementary class sizes

PEIMS YEAR	PROJECTED ENROLLMENT	GROWTH (DECLINE)	PERCENTAGE CHANGE
2023	15,146	-375	-2.42%
2024-P	14,864	-282	-1.86%
2025-P	14,661	-203	-1.37%
2026-P	14,451	-210	-1.43%
2027-P	14,217	-234	-1. 62%
2028-P	14,073	-144	-1.01%
2029-P	14,007	-66	-0.47%
2030-P	14,017	10	0.07%
2031-P	14,036	19	0.14%
2032-P	14,059	22	0.16%
2033-P	14,162	103	0.73%

ENROLLMENT PROJECTIONS

- Beginning in 2030 the district is expected to begin adding students
  - Incoming elementary enrollment and graduating classes begin to reach a balance
  - In 2033 we are projected to return to the enrollment we had in 2013

PEIMS YEAR	PROJECTED ENROLLMENT	GROWTH (DECLINE)	PERCENTAGE CHANGE
2023	15,146	-375	-2.44%
2024-P	14,864	-282	-1.86%
2025-P	14,661	-203	-1.37%
2026-P	14,451	-210	-1.43%
2027-P	14,217	-234	-1. 62%
2028-P	14,073	-144	-1.01%
2029-P	14,007	-66	-0.47%
2030-P	14,017	10	0.07%
2031-P	14,036	19	0.14%
2032-P	14,059	22	0.16%
2033-P	14,162	103	0.73%

WHY HAS IT BECOME SO HARD TO PROJECT ENROLLMENT?

- Prior to COVID and area Charter Schools, SCUC was essentially the only option for parents moving into our growing community.
  - When projecting growth, birth rates and housing growth were the only two major variables we had to consider.
- Beginning 2017 with the first area Charter School, parents began to exercise their choice.
  - with COVID we saw virtual learning enter the game and homeschooling became more prevalent
  - Our community also continued to experience aging in place
- Projecting enrollment is much more difficult with these added variables.

FORECASTING CONSIDERATIONS

- Enrollment
  - Historical Trends
  - Projections
  - Transfers to Charters and Other ISDs
- Campus Capacity

UNDERSTANDING CAMPUS CAPACITY

- Design Capacity
  - Capacity of a campus as architecturally designed with every full-size classroom at full capacity
  - Ex. Sippel Elementary has a design capacity of 750 students
- Functional Capacity
  - Design capacity of a campus minus 10% to account for special programs on a campus that reduce the capacity of a full-size classroom
  - Ex. Sippel Elementary has a functional capacity of 675 students
- Maximum Capacity
  - Campus capacity considering the addition of portable classroom buildings to the design capacity and the number of students the common areas of the campus can support
  - Ex. Sippel Elementary has a maximum capacity of 1058 students

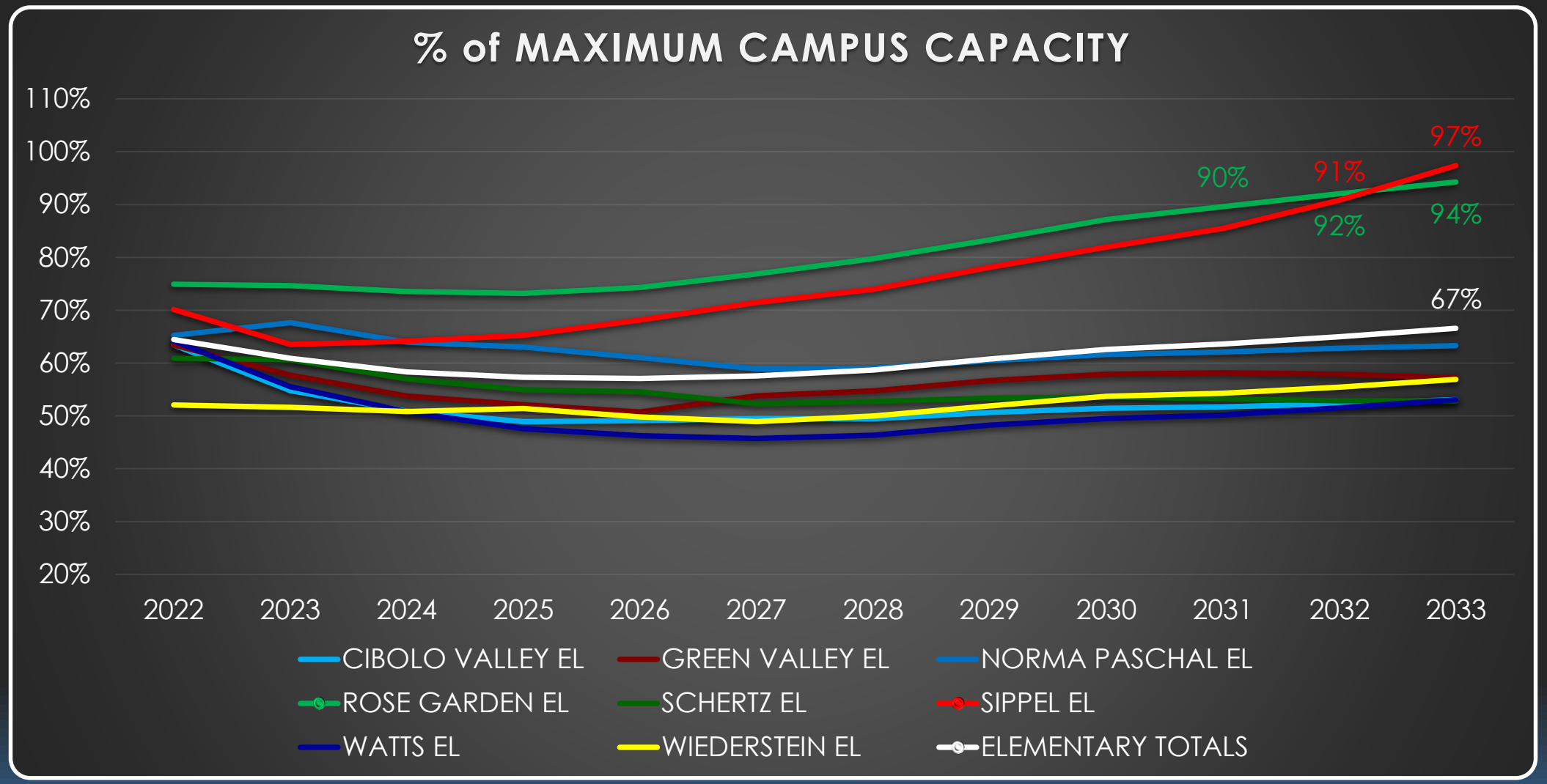
PLANNING USING OUR MAXIMUM CAPACITY

- We begin considering the use of **CAPACITY RELIEF TOOLS** when a campus reaches **90%** of its maximum capacity. The District has several tools at our disposal
- Tools to **REDUCE/MAINTAIN THE ENROLLMENT** of a campus include:
  - Capping enrollment of the campus to new students
  - Moving special programs to campuses with lower enrollments
- Tools to **BALANCE THE ENROLLMENT** at campuses include:
  - Rezoning the attendance boundaries
- Tools to **INCREASE THE CAPACITY** of the campus/district include:
  - Adding portable classroom buildings
  - Adding to or renovating the existing building
  - Building a new campus to the district

ELEMENTARY CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
CIBOLO VALLEY EL	891	1,200	761	657	611	587	589	594	594	608	617	620	627	637
% Max Capacity			63%	55%	51%	49%	49%	49%	49%	51%	51%	52%	52%	53%
GREEN VALLEY EL	673	924	586	533	497	482	469	497	506	524	535	537	535	529
% Max Capacity			63%	58%	54%	52%	51%	54%	55%	57%	58%	58%	58%	57%
NORMA PASCHAL EL	673	924	603	625	591	582	564	544	546	559	569	574	580	585
% Max Capacity			65%	68%	64%	63%	61%	59%	59%	60%	62%	62%	63%	63%
ROSE GARDEN EL	891	1,200	899	896	882	878	891	923	957	999	1,046	1,075	1,104	1,131
% Max Capacity			75%	75%	74%	73%	74%	77%	80%	83%	87%	90%	92%	94%
SCHERTZ EL	675	1,102	671	668	628	605	601	576	581	588	591	586	582	582
% Max Capacity			61%	61%	57%	55%	55%	52%	53%	53%	54%	53%	53%	53%
SIPPEL EL	675	1,058	742	672	679	690	721	756	782	827	867	904	961	1,030
% Max Capacity			70%	64%	64%	65%	68%	71%	74%	78%	82%	85%	91%	97%
WATTS EL	673	924	593	513	469	440	428	423	428	446	457	463	476	490
% Max Capacity			64%	56%	51%	48%	46%	46%	46%	48%	49%	50%	52%	53%
WIEDERSTEIN EL	675	1,058	551	546	538	544	527	517	529	549	568	574	587	602
% Max Capacity			52%	52%	51%	51%	50%	49%	50%	52%	54%	54%	55%	57%
ELEMENTARY TOTALS	5,826	8,390	5,406	5,110	4,895	4,808	4,790	4,830	4,922	5,099	5,250	5,335	5,453	5,587
% Max Capacity			64%	61%	58%	57%	57%	58%	59%	61%	63%	64%	65%	67%
Elementary Percent Change			-3.40%	-5.48%	-4.21%	-1.78%	-0.37%	0.83%	1.91%	3.59%	2.96%	1.63%	2.20%	2.46%
Elementary Absolute Change			-190	-296	-215	-87	-18	40	92	177	151	85	117	134

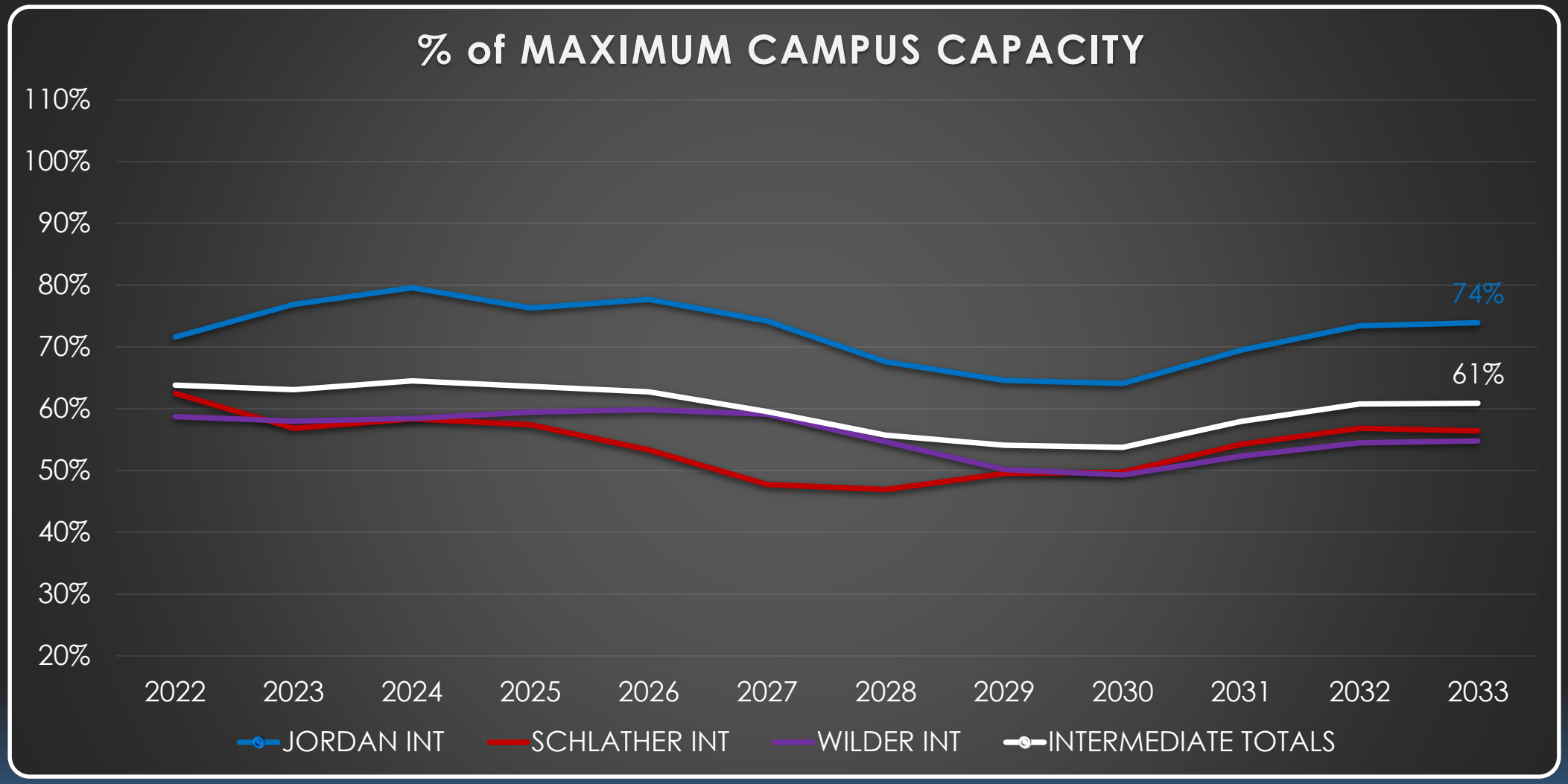
ELEMENTARY CAPACITIES



INTERMEDIATE CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
JORDAN INT	810	1,000	716	769	796	763	777	742	676	646	641	695	734	739
% Max Capacity			72%	77%	80%	76%	78%	74%	68%	65%	64%	70%	73%	74%
SCHLATHER INT	810	1,200	750	682	700	689	640	573	563	594	597	651	682	677
% Max Capacity			63%	57%	58%	57%	53%	48%	47%	50%	50%	54%	57%	56%
WILDER INT	810	1,250	734	725	730	743	748	739	683	627	616	654	681	685
% Max Capacity			59%	58%	58%	59%	60%	59%	55%	50%	49%	52%	54%	55%
INTERMEDIATE TOTALS		3,450	2,201	2,176	2,226	2,195	2,165	2,054	1,922	1,867	1,854	2,000	2,097	2,101
% Max Capacity			64%	63%	65%	64%	63%	60%	56%	54%	54%	58%	61%	61%
Intermediate Percent Change			-6.13%	-1.09%	2.30%	-1.39%	-1.37%	-5.13%	-6.43%	-2.86%	-0.70%	7.87%	4.85%	0.19%
Intermediate Absolute Change			-144	-24	50	-31	-30	-111	-132	-55	-13	146	97	4

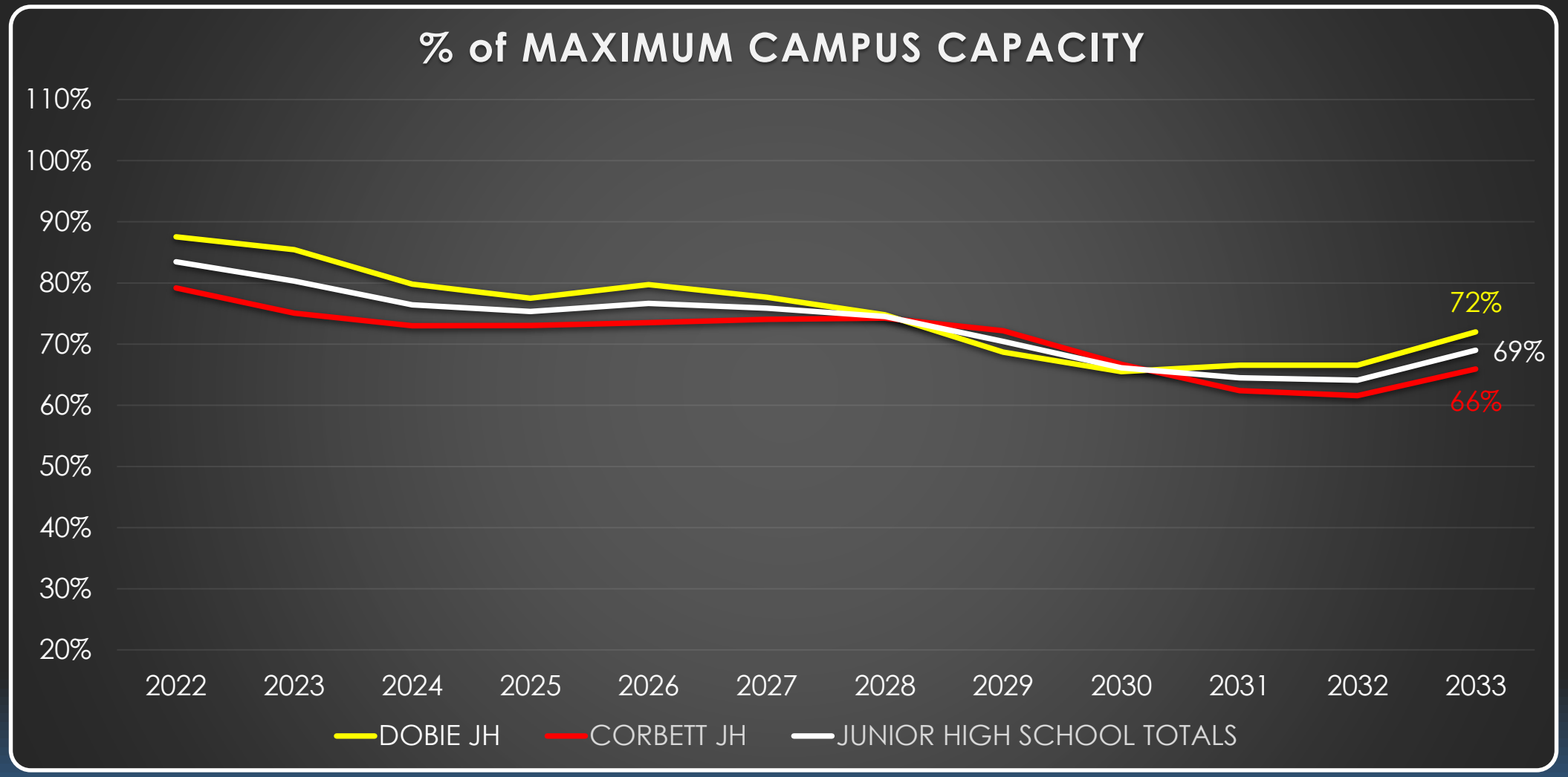
INTERMEDIATE CAPACITIES



JUNIOR HIGH CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
DOBIE JH	1,300	1,540	1,348	1,316	1,229	1,194	1,228	1,196	1,152	1,058	1,009	1,025	1,025	1,109
% Max Capacity			88%	85%	80%	78%	80%	78%	75%	69%	66%	67%	67%	72%
CORBETT JH	1,080	1,500	1,188	1,126	1,095	1,096	1,103	1,111	1,114	1,083	1,001	936	924	989
% Max Capacity			79%	75%	73%	73%	74%	74%	74%	72%	67%	62%	62%	66%
JUNIOR HIGH SCHOOL TOTALS		3,040	2,537	2,442	2,324	2,290	2,331	2,307	2,266	2,141	2,010	1,961	1,949	2,098
% Max Capacity			83%	80%	76%	75%	77%	76%	75%	70%	66%	65%	64%	69%
Junior High School Percent Change			-2.62%	-3.71%	-4.83%	-1.46%	1.79%	-1.03%	-1.78%	-5.52%	-6.12%	-2.44%	-0.61%	7.64%
Junior High School Absolute Change			-68	-94	-118	-34	41	-24	-41	-125	-131	-49	-12	149

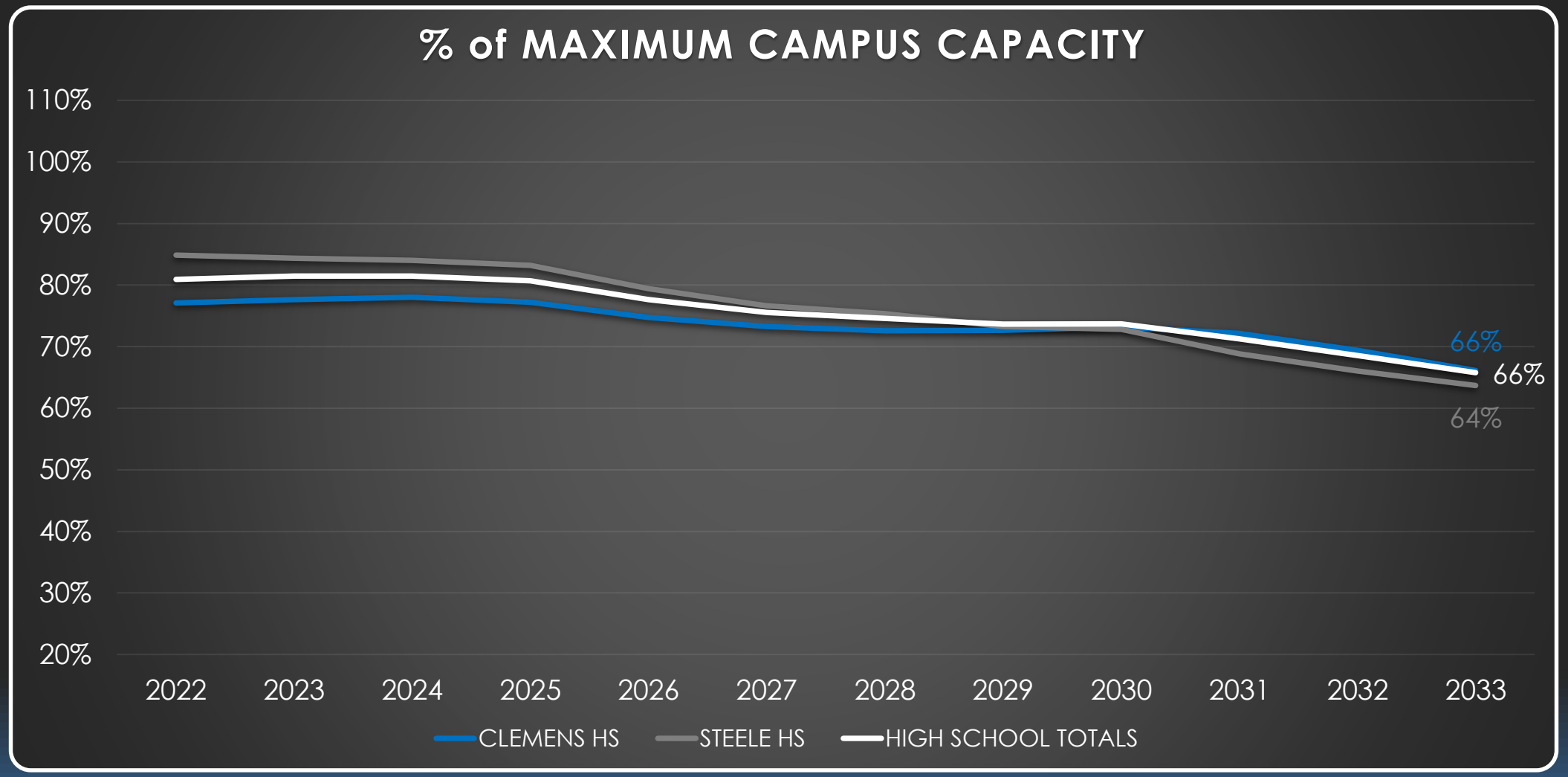
JUNIOR HIGH CAPACITIES



HIGH SCHOOL CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
CLEMENS HS	2,700	3,300	2,544	2,563	2,576	2,550	2,469	2,419	2,397	2,400	2,418	2,383	2,292	2,183
% Max Capacity			77%	78%	78%	77%	75%	73%	73%	73%	73%	72%	69%	66%
STEELE HS	2,160	3,200	2,716	2,700	2,688	2,663	2,541	2,452	2,411	2,345	2,330	2,202	2,113	2,038
% Max Capacity			85%	84%	84%	83%	79%	77%	75%	73%	73%	69%	66%	64%
HIGH SCHOOL TOTALS		6,650	5,381	5,418	5,419	5,368	5,165	5,026	4,963	4,900	4,903	4,740	4,560	4,376
% Max Capacity			81%	81%	81%	81%	78%	76%	75%	74%	74%	71%	69%	66%
High School Percent Change			0.69%	0.71%	0.02%	-0.94%	-3.78%	-2.69%	-1.25%	-1.27%	0.06%	-3.32%	-3.80%	-4.04%
High School Absolute Change			37	38	1	-52	-204	-137	-64	-63	3	-163	-180	-183

HIGH SCHOOL CAPACITIES



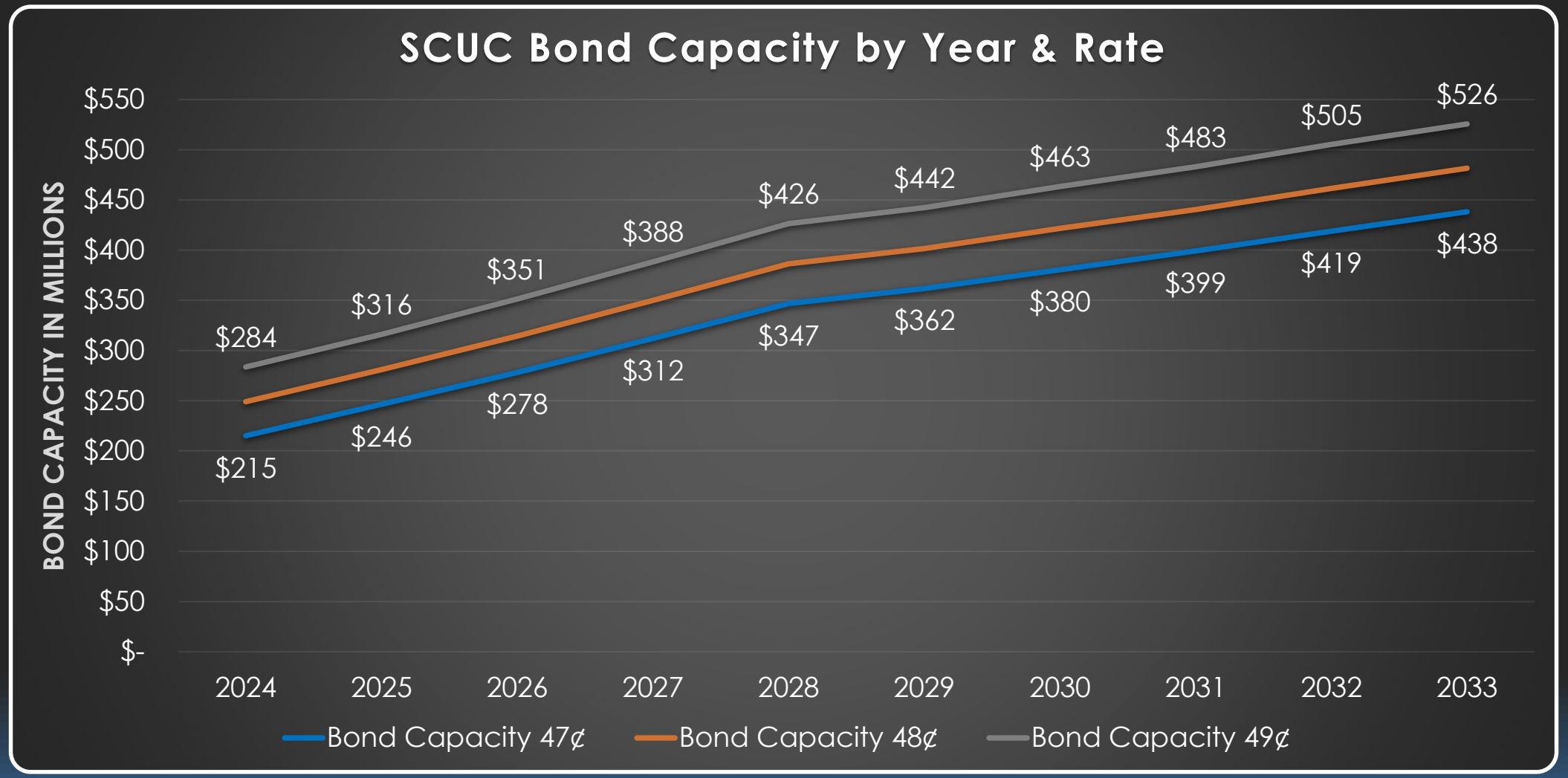
FORECASTING CONSIDERATIONS

- Enrollment
  - Historical Trends
  - Projections
  - Transfers to Charters and Other ISDs
- Campus Capacity
- Bonding Capacity

PROJECTING BONDING CAPACITY - SCUC

- Projecting Tax Revenue
  - Assumes NO refinancing for bond savings
    - Defeasing principal
  - Modest property value growth
    - 4.0% annual increase for 2024-2028
    - 2.0% annual increase for 2029-2033
- As debt is restructured and property values increase, we begin to have some bonding capacity
  - Capacity for additional debt is lower at first, more in later years
- Forecasting using three options for I&S Tax Rate
  - **$0.47** per $100 of valuation (Current), **$0.48** per $100 valuation, and **$0.49** per $100 valuation

PROJECTED AVAILABLE BOND DOLLARS



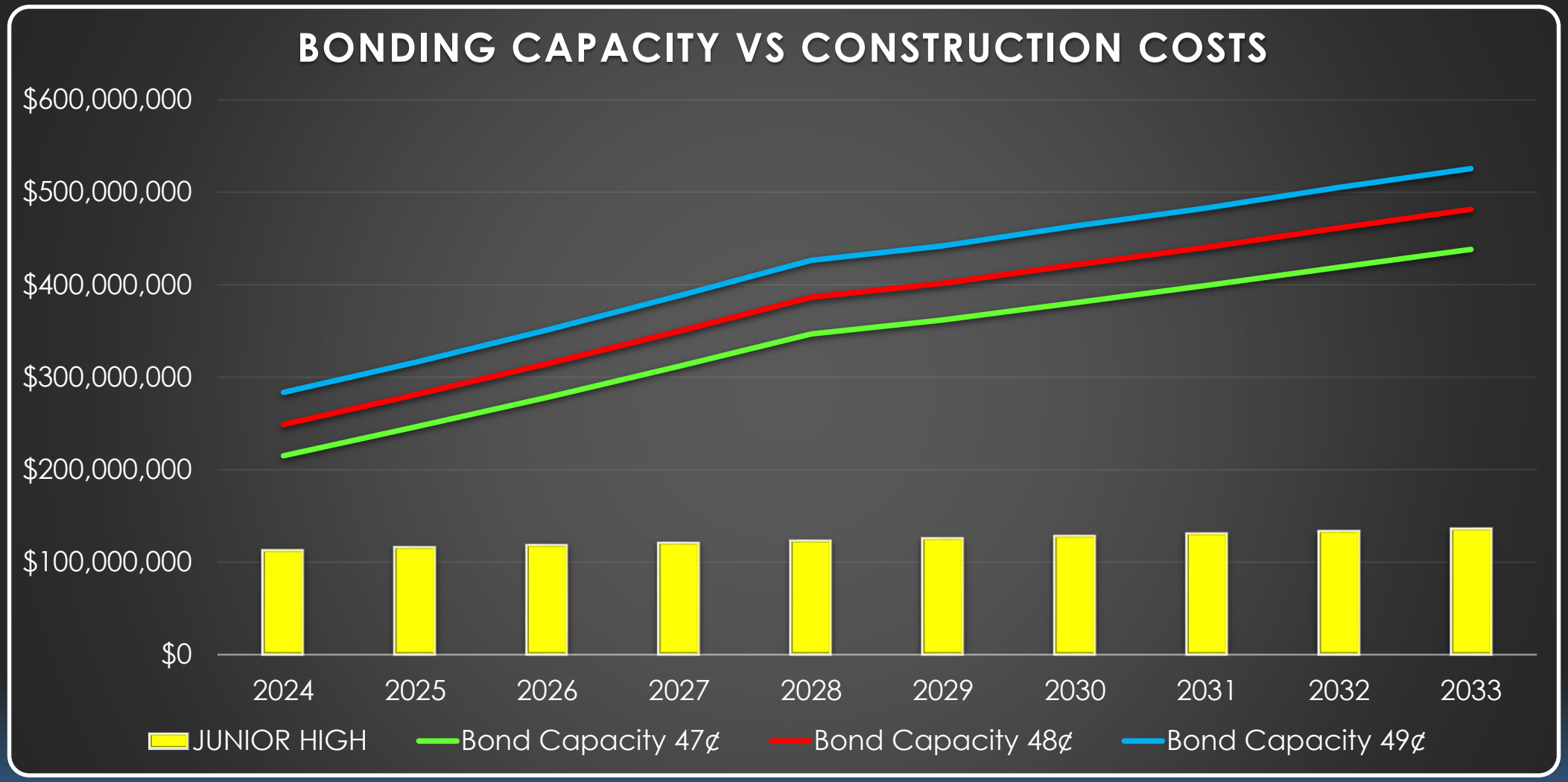
PROJECTING FACILITY COSTS - SCUC

- Projecting Future Costs of New Facilities
  - Fluctuating materials and labor costs make long-term projections difficult
  - The market has seen huge inflation over the last several years, but seems to have stabilized during 2023
    - 2020-2023 we experienced 7-15% inflation annually
  - Projecting past 2024
    - 3% annual inflation for 2024
    - 2% annual inflation for 2025 and beyond
- Construction Estimate Rules of Thumb – 2024 Dollars
  - High School - $235 Million
  - Junior High School - $113 Million
  - Intermediate/Elementary - $72 Million

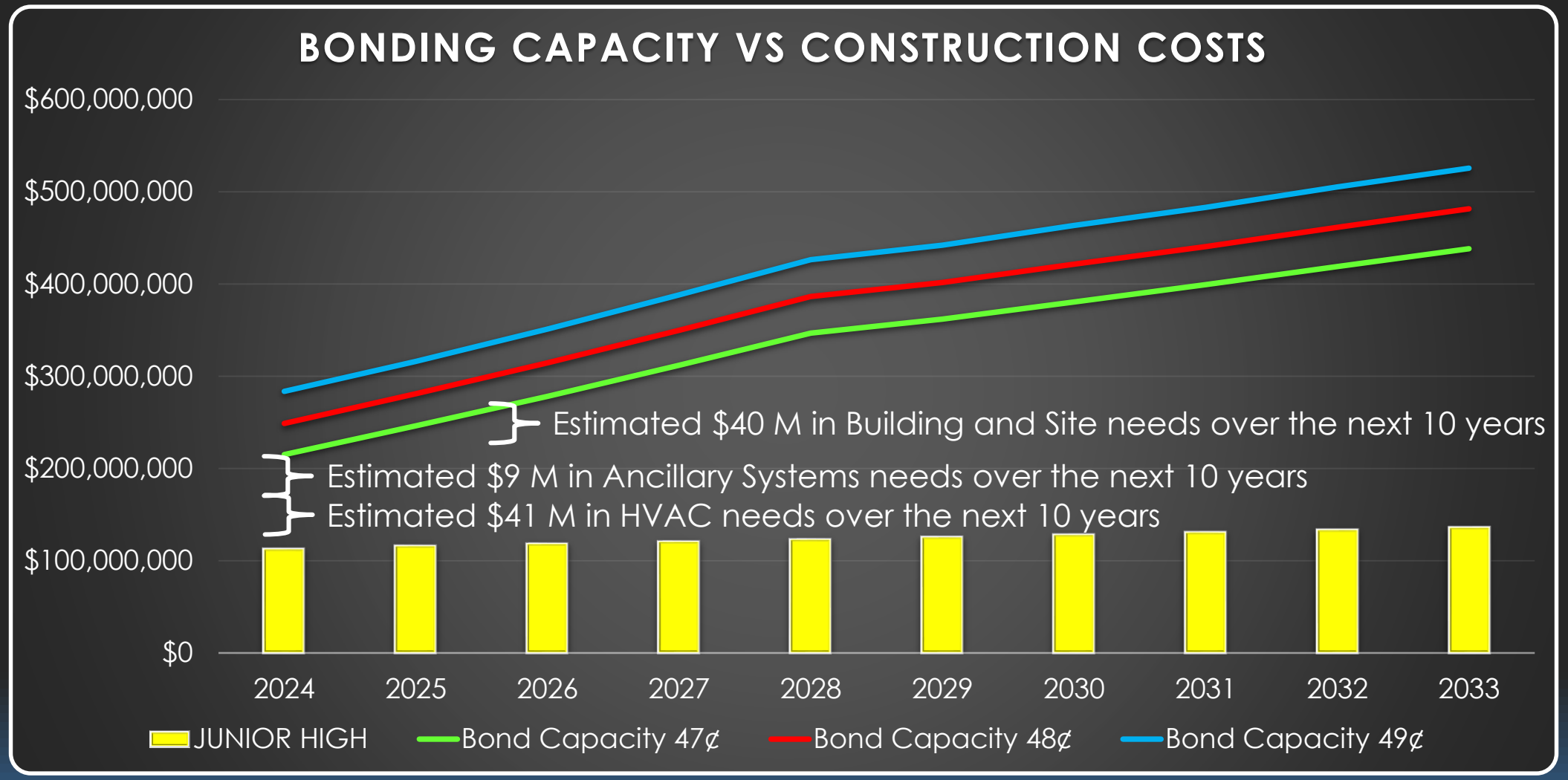
PROJECTING FACILITY COSTS - SCUC

YEAR	High School	Junior High	Elementary/ Intermediate
2024	$ 235,000,000	$ 113,000,000	$ 72,000,000
2025-P	$ 242,050,000	$ 116,390,000	$ 74,160,000
2026-P	$ 246,891,000	$ 118,717,800	$ 75,643,200
2027-P	$ 251,828,820	$ 121,092,156	$ 77,156,064
2028-P	$ 256,865,396	$ 123,513,999	$ 78,699,185
2029-P	$ 262,002,704	$ 125,984,279	$ 80,273,169
2030-P	$ 267,242,758	$ 128,503,965	$ 81,878,632
2031-P	$ 272,587,614	$ 131,074,044	$ 83,516,205
2032-P	$ 278,039,366	$ 133,695,525	$ 85,186,529
2033-P	$ 283,600,153	$ 136,369,435	$ 86,890,260
2034-P	$ 289,272,156	$ 139,096,824	$ 88,628,065

PROJECTED BOND CAPACITIES VS. CONSTRUCTION COSTS



PROJECTED BOND CAPACITIES VS. CONSTRUCTION COSTS



TAKE AWAYS….

- Student Enrollment/Projections
  - Prior to COVID-19 SCUC ISD's enrollment growth had slowed to 1% per year
  - COVID and the opening of charter schools has impacted district enrollment, especially at the younger grades
  - This multi-year impact is reducing our enrollment even with new housing
  - An average 1% annual decline in enrollment is forecasted for the next six years
- Capacity Relief Tools
  - We have multiple tools to help relieve our campuses once they surpass 90% of their max capacity and move closer to 100%
- With our projected enrollment declining, our attention must be focused on maintaining the infrastructure of our existing buildings and identifying future programmatic needs for our students
- We also need to consider if 2 Junior Highs continue to meet the needs of our District

QUESTIONS/COMMENTS



Ordinance 24-S-149

Zone Change from Planned Development District (PDD) to Single-Family Residential District (R-1)| 79 acres

Daisy Marquez| Planner

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

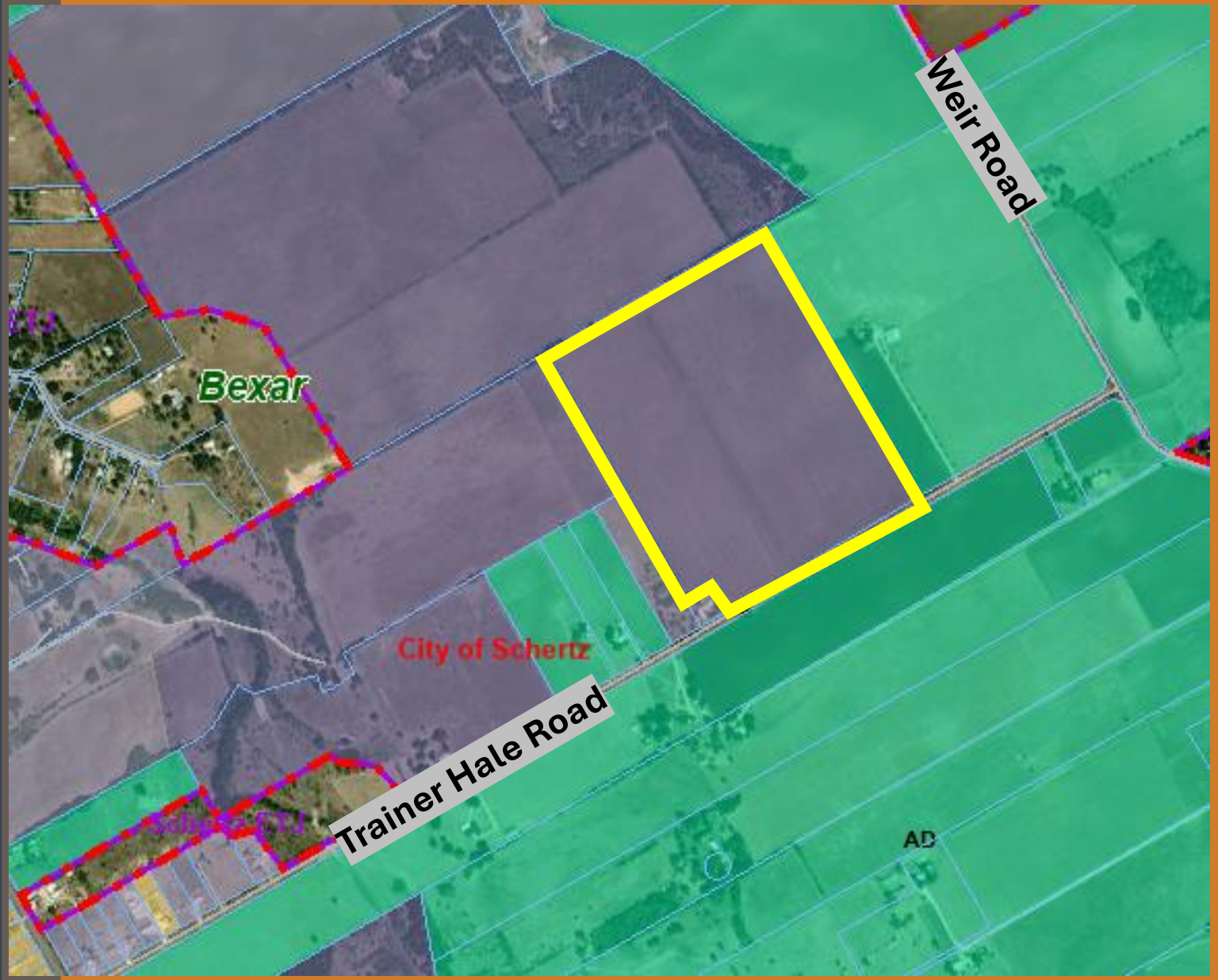


79 Acres

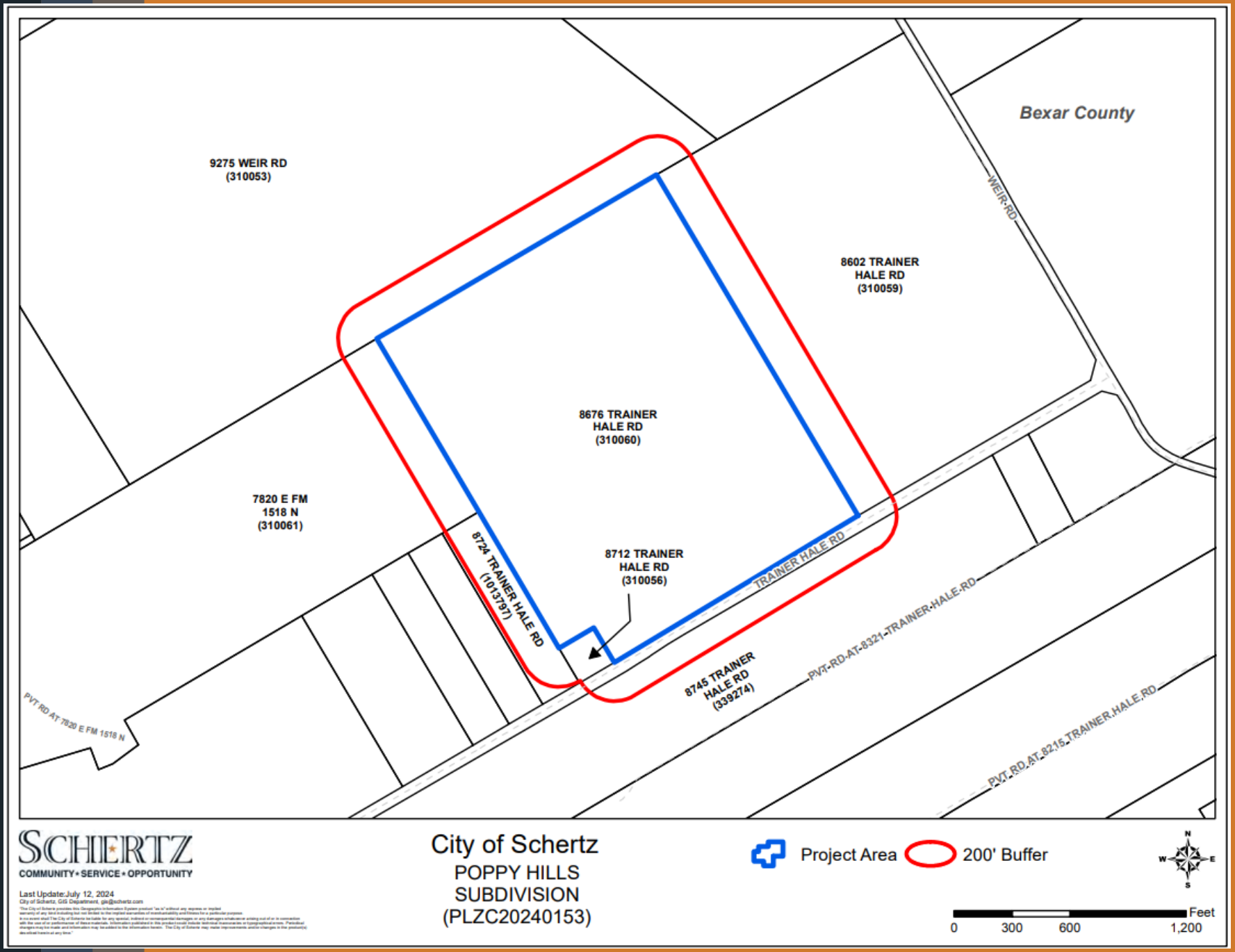
Bexar PID:310060

Existing: Undeveloped

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.



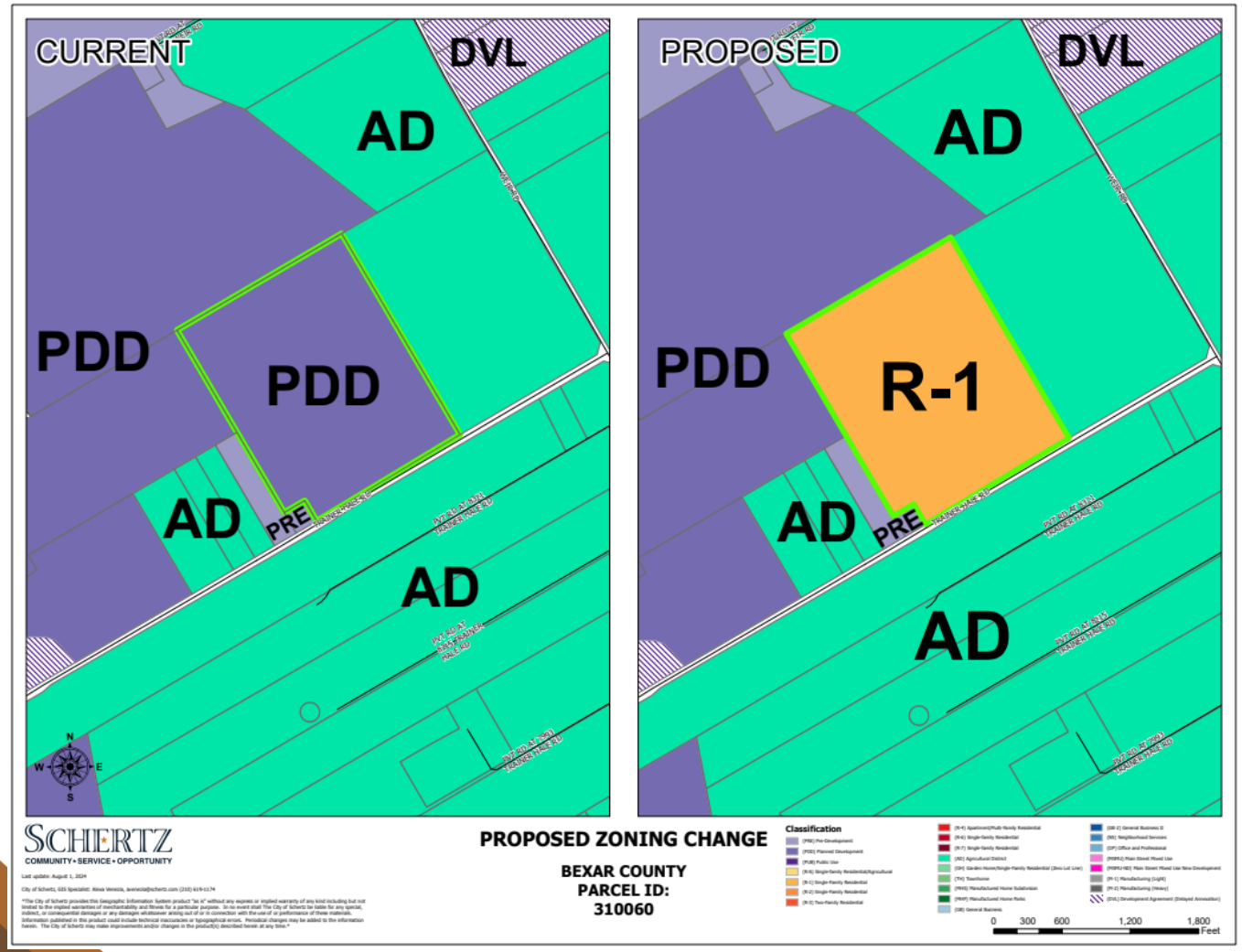
	Existing Zoning	Land Use
Subject Property	Planned Development District (PDD) Sterling Grove PDD (Ordinance 22-S-28)	Undeveloped
North	Planned Development District (PDD)	Sterling Grove PDD (Ordinance 22-S-28); Undeveloped
South	Right-of-Way	Trainer Hale Road
East	Agricultural District (AD)	Residential and Agricultural
West	Pre-Development District (PRE) and Planned Development District (PDD)	Residential and Undeveloped



- On July 22, 2024, a total of 6 Public Hearing Notices were sent out.
- Responses Received as of August 7:
  - 0– Opposition,
  - 5-In Favor
  - 0-Neutral
- 1 sign was posted on the property.
- Posted in the “San Antonio Express” on August 14

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

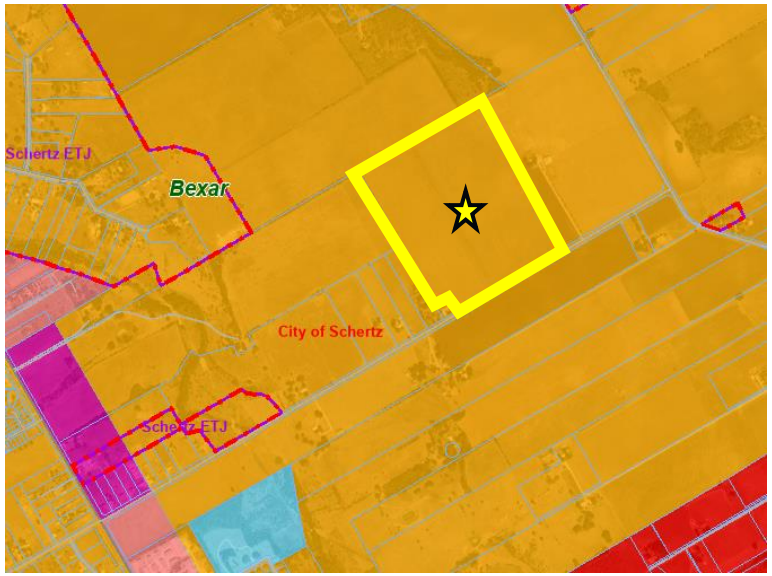
Proposed Zone Change



- UDC Section 21.5.4 states that a Zone Change is required to establish the use of land and the development associated with the proposed zoning classification for the purpose of establishing and maintaining sound, stable, and desirable development.
- The proposed zone change is for approximately 79 acres of land to Single-Family Residential District (R-1).

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

UDC SECTION 21.5.4.D Criteria for Approval



Regional Corridor
Local Corridor
Mixed Use Center
Development Deferment
Rural Living
Industrial
Complete Neighborhood
Public Use

1. **Whether the proposed zone change or zoning map amendment implements the policies of the adopted Comprehensive Land Plan, including the land use classification of the property on the Future Land Use Map.**

- Yes, the proposed Single-Family Residential District (R-1) does implement the policies of the adopted Comprehensive Land Plan and Future Land Use Map.
- The subject property is identified as Complete Neighborhood in the Future Land Use Map. The Complete Neighborhood Land Use Designation is meant to provide for a mixture of housing types with supporting land uses.
- The proposed Single-Family Residential District (R-1) requires 9,600 square foot lots, which would provide for a housing type that is not yet along Trainer Hale Road.
- The proposed zone change provides a new housing type within the immediate area, meets the intent of the Complete Neighborhood Land Use Designation, and implements the policies of the adopted Comprehensive Land Use Plan.

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

UDC SECTION 21.5.4.D Criteria for Approval

2. Whether the proposed zoning change or zoning map amendment promotes the health, safety, or general welfare of the City and the safe, orderly, efficient and healthful development of the City.

Table 21.5.7.A
Dimensional Requirements Residential Zoning Districts

		Minimum Lot Size Requirements			*Minimum Yard Setbacks*				*Miscellaneous Requirements*	
Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off-Street Parking Spaces	Max Height Ft.	Max Impervious Coverage
R-1	Single-Family Residential District	9,600	80	120	25	10	20	2	35	50%

- 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.
- The dimensional requirements for Single-Family Residential District (R-1), as listed in Table 21.5.7.A, are compatible within the immediate area of the subject property.

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

UDC SECTION 21.5.4.D Criteria for Approval

3. Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified;

- Yes, the uses permitted in Single-Family Residential District (R-1) are appropriate in the immediate area to be reclassified. The purpose and intent of the Single-Family Residential District (R-1) is for single-family detached residential dwellings on a minimum 9,600 square foot lot size, together with the schools, churches, and parks necessary to create basic neighborhood units.
- The proposed Single-Family Residential District (R-1) would allow for a maximum number of 357 residential units at the minimum dimensional requirements listed in 21.5.7.A, which does not account for required streets, larger lots, irregular lots, drainage, and proposed amenities.
- Additionally, the lot dimensions of the proposed Single-Family Residential District (R-1) act as a transitional zoning district adjacent to the Agricultural District (AD) property to the east and the Pre-Development District (PRE) property to the west.

UDC SECTION 21.5.4.D Criteria for Approval

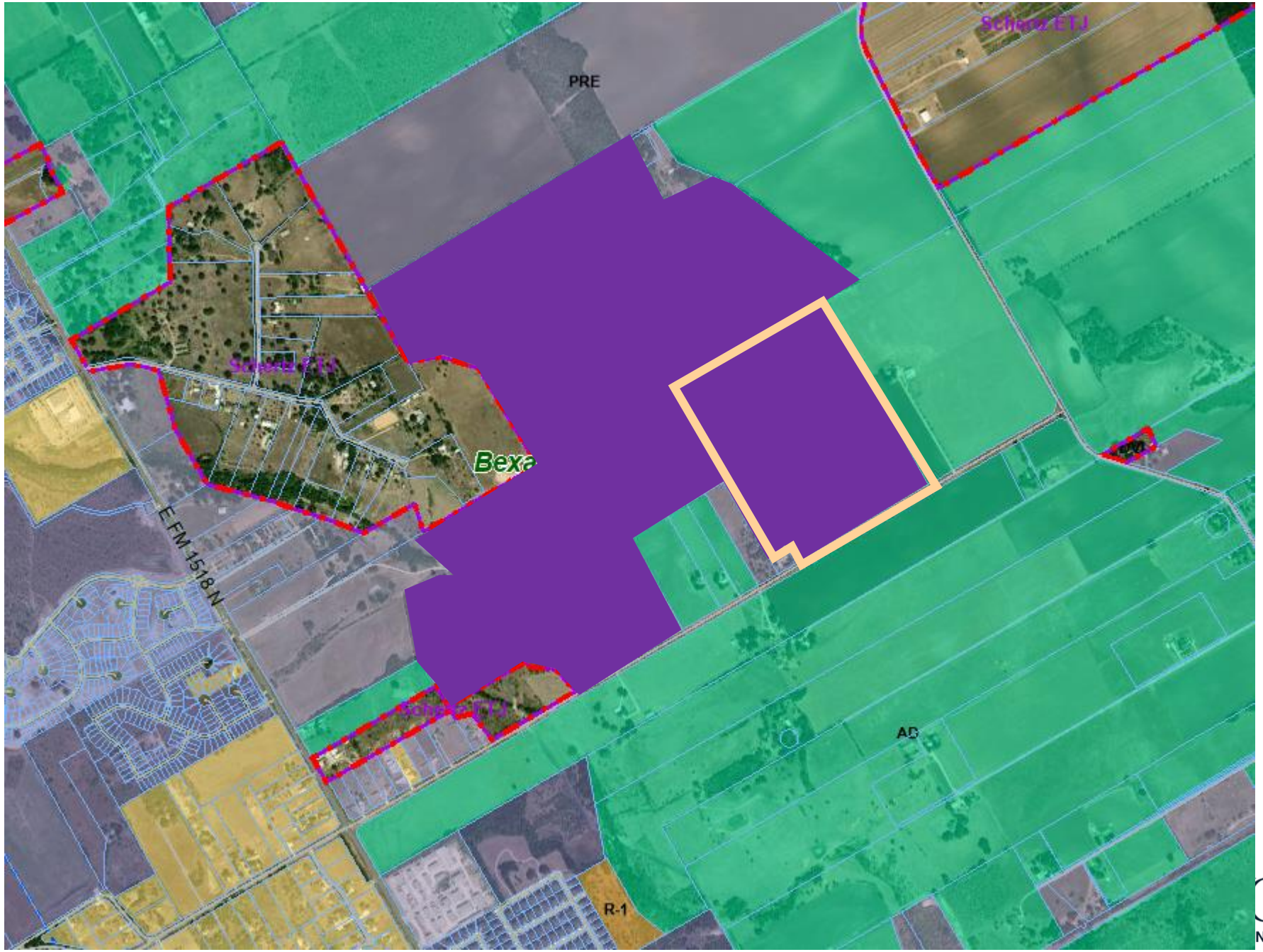
4. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers or other public services and utilities to the area;

- The subject property is within the Green Valley Special Utility District CCN for water and sewer. The property is located along Trainer Hale Road which is a Secondary Arterial with 90 feet of Right-of-Way per the Master Thoroughfare Plan.
- Although the property is currently not platted, the City of Schertz Engineering Department will review the proposed access points for the development during the platting process.
- A public hearing notice was mailed to Schertz-Cibolo-Universal City Independent School District to notify them of the proposed zone change. Included as attachments are the most recent Demographic Report for SCUCISD as well as the most recent 10-Year Campus Forecasting Presentation.
- The City of Schertz Police, Fire and EMS Departments have indicated they do not have any concerns regarding the proposed rezoning requests or their ability to provide services.

UDC SECTION 21.5.4.D Criteria for Approval

5. Whether there have been environmental and/or economical changes which warrant the requested change;

- The subject property is currently located within the Sterling Grove Planned Development District and has been since the approval of Ordinance 22-S-28 in 2022. The subject property consists of portions of Phase 1, Phase 2, and Phase 3 of the Sterling Grove PDD.
- The PDD is built of single-family residential lots with a mixture of dimensions being 55 feet by 100 feet, 65 feet by 110 feet, and half-acre lots. The PDD restricts development to the street layout and phasing of the Planned Development District.
- Although the applicant can develop the land with the approved PDD dimensional requirements, they are dependent on undeveloped land for required points of access, streets, and other infrastructure. The properties within the Sterling Grove PDD, that are within Phase 1, Phase 2, and Phase 3 of the PDD, do not have any current planning applications at this time.
- The applicant is ready to start the development process and submit planning applications for the subject property if the proposed zone change is approved.
- Leaving the Sterling Grove PDD and an approved zone change to Single-Family Residential District (R-1) would allow the applicant to submit the appropriate planning applications without being restricted to the Sterling Grove PDD layout and without needing to depend on adjacent property owners to develop the required infrastructure the applicant needs.
- If the zone change is approved, the applicant would need to meet all City of Schertz requirements for their approximately 79 acres independently.


PRE
Schertz ETJ
Schertz ETJ
Bexa
E FM 1518 N
AG
R-1

UDC SECTION 21.5.4.D Criteria for Approval

6. Whether there is an error in the original zoning of the property for which the change is requested;

No, there was no error in the original zoning of the property. In 2022, the subject property was part of a larger proposed development known as Sterling Grove Planned Development District. No ground has been broken for the proposed Sterling Grove Planned Development District.

The applicant is ready to develop, and to meet the City of Schertz requirements, the applicant needs to change the street layout, which ultimately, changes the intent and character of the Sterling Grove PDD. A zone change allows the applicant to develop the subject property sooner and submit the applicable planning applications.

7. Whether all of the applicant's back taxes owed to the City have been paid in full;

The applicant has paid all of their taxes.

UDC SECTION 21.5.4.D Criteria for Approval

8. Whether other criteria are met, which, at the discretion of the Planning and Zoning Commission and the City Council, are deemed relevant and important in the consideration of the amendment.

- Staff has ensured all UDC requirements have been met for the proposed zone change, and at this time have not received any special consideration from the Planning and Zoning Commission or the City Council.

Staff Recommendation

Staff recommends approval of Ordinance 24-S-149, zone change to Single-Family Residential District (R-1), due to its compatibility within the surrounding area, implementation of the Comprehensive Land Use Plan, and meeting the intent of the Complete Neighborhood Land Use Designation.

Planning and Zoning Commission

The Planning and Zoning Commission met on Wednesday, August 7, 2024, held a public hearing for Ordinance 24-S-149, and made a recommendation of approval with a 7-0 vote.

City Council

City Council met on Tuesday, September 3, 2024 and approved Ordinance 24-S-149 with a 7-0 vote.

Agenda No. 11.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Finance**
Subject:	**Resolution 24-R-122 - Authorizing the 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 Accounted 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 March 1, 2024, to be written off. These write-offs come before council quarterly and last came before council on March 19, 2024.

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
March 2024:	$939,856.26
June 2024:	$786,518.97
September 2024:	$755,410.63

Note: These are EMS amounts from June and September. June's normal write-off schedule was delayed in preparation of the new utility billing software. Selecting accounts and writing off is still an outstanding item for the software company that staff is working towards. As such, this adjustment is only for EMS and includes 2 quarters of write-off amounts. Utility Billing amounts will be adjusted at the next write-off scheduled in December and will include 3 quarters of Utility Billing write-offs.

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. 24-R-122 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 $1,541,929.56 and set it equal to the amount seen as still reasonably collectible. The breakdown is as follows:

EMS - $1,037,807.06
EMS Charity Care - $504,122.50
Utility Billing - $0.00
Library - $0.00
Magazine - $0.00

Note: These are EMS amounts from June and September. June's normal write-off schedule was delayed in preparation of the new utility billing software. Selecting accounts and writing off is still an outstanding item for the software company that staff is working toward. As such, this adjustment is only for EMS and includes 2 quarters of write-off amounts.

RECOMMENDATION

Staff recommends Council approve Resolution No.24-R-122.

Attachments

Resolution 24-R-122 Write-Offs

RESOLUTION NO. 24-R-122

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:

Function	*Amount*
EMS	$1.037.807.06
Charity Care	$504,122.50
Utility Billing	$0.00
Magazine	$0.00
Library	$0.00
Total	$1,541,929.56

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 _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Agenda No. 12.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**City Secretary**
Subject:	**Resolution 24-R-121 - Authorizing an amendment to existing Interlocal Agreement with Texas Department of Transportation (TxDOT) and Travis County for Opticom Traffic Pre-emption Services. This agreement has been previously approved by council but upon further review by TXDOT, the language referenced was not the county of impact in their option and we were asked to change the language. (S.Williams/G.Rodgers)**

BACKGROUND

This resolution is for an amendment to Resolution 24-R-91 after feedback from TxDOT. Change is to name Travis County instead of Guadalupe County, Per request by TxDOT for their approval.

Opticom is a traffic preemption system that is placed on traffic signals at intersections to assist public safety vehicles navigating through the intersection more safely and efficiently while improving response times. The cloud based system is connected to the computer-aided dispatch system and further customized to allow the emergency vehicle to preempt the signal in the direction of flow the apparatus is traveling. An Interlocal Agreement must be signed with transportation authorities (TxDOT) to use systems like Opticom.

As our area grows, we are seeing instances of extended delays due to traffic at main intersections of our city. Once the signal infrastructure is in place with TxDOT, we anticipate expanding these services to Police and EMS in the future.
The interlocal agreement with TXDot is an adminstrative requirement for Opticom to work in TXDot intersection boxes. There is no additional cost to the program.

GOAL

Execute an interlocal agreement with TxDOT allowing for the use of the Opticom system technologies in cabinets that control intersections.

COMMUNITY BENEFIT

The use of Opticom preemption services would ensure traffic lights favor emergency vehicles, reducing delays by up to 25%, reducing the risk of intersection collisions involving emergency vehicles by up to 70%, and easy integration using existing hardware to speed up deployment.

SUMMARY OF RECOMMENDED ACTION

Authorize the City Manager to execute and deliver an interlocal agreement with TxDOT for permission to have Opitcom devices placed in intersection lights by a 3rd party as part of our existing contract and plan.

RECOMMENDATION

Authorize the City Manager to execute and deliver an interlocal agreement with TxDOT for permission to have Opitcom devices placed in intersection lights by a 3rd party as part of our existing contract and plan.

Attachments

Resolution 24-R-91 with attachments

Resolition 24-R-121 w/ Attachments

RESOLUTION 24-R-91

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT FOR OPTICOM WITH TEXAS DEPARTMENT OF TRANSPORATION AND GUADALUPE COUNTY

WHEREAS, The City of Schertz desires an Interlocal Agreement with Texas Department of Transportation and Guadalupe County, and

WHEREAS, signing this agreement will allow for decreased response times and increased safety for responders and the public especially during emergent response, and

WHEREAS, this signed agreement will allow a third party as part of our existing contract and plan to install Opticom devices in controlled intersection lights.

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 an Interlocal Agreement with the Texas Department of Transportation and Guadalupe County for Opticom Traffic Pre-Emption Services attached hereto as Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this _____day of _____, _____.

CITY OF SCHERTZ, TEXAS

_____

Ralph Guiterrez, Mayor

ATTEST:

_____

Sheila Edmondson, City Secretary

Exhibit A

Contract No _____

THE STATE OF TEXAS §

THE COUNTY OF GUADALUPE §

AGREEMENT FOR THE FURNISHING, INSTALLING AND MAINTENANCE OF TRAFFIC SIGNAL PREEMPTION EQUIPMENT

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the City of Schertz, hereinafter called the "City", acting by and through its duly authorized officers.

W I T N E S S E T H

WHEREAS, the State owns and maintains a system of highways and roadways in the City of Schertz pursuant to Transportation Code, Section 201.103; and

WHEREAS, the City or its contractor has requested to install emergency vehicle preemption systems at the locations listed on Exhibit A;

WHEREAS, the State and the City are in agreement that the proposed systems will be installed;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

ARTICLE 1. CONTRACT PERIOD

This agreement becomes effective on final execution by the State and shall remain in effect as long as said traffic signal preemption equipment is in operation at the described locations.

ARTICLE 2. TERMINATION

This agreement may be terminated by one of the following conditions:

1) By mutual agreement of both parties;
2) By the State giving written notice to the City or its contractor as consequence of failure by the City or its contractor to satisfactorily perform the services and obligations set forth in this agreement, with proper allowances being made for circumstances beyond the control of the City or its contractor;
3) By either party upon thirty (30) days written notice to the other.

ARTICLE 3. COMPENSATION

No compensation shall be paid for this agreement.

ARTICLE 4. PERSONNEL, EQUIPMENT, AND MATERIAL

A. The City or its contractor will use labor and supervisory personnel employed directly by the City or its contractor, and use City owned or its contractor owned machinery, equipment, and vehicles necessary for the work. In the event that the City or its contractor does not have the machinery, equipment, and vehicles necessary to perform the work, the machinery, equipment, and vehicles may be rented or leased as necessary.

B. No reimbursement shall be paid for any materials supplied by the City or its contractor. All materials shall be new and undepreciated stock.

C. Any necessary changes to the existing signal required to install the preemption system will be at the City's expense.

D. If it becomes necessary to adjust, replace or reinstall the preemption system due to reconstruction of the intersection or upgrading of the signals, it shall be done by the City at City expense.

ARTICLE 5. INSPECTION OF WORK

A. The State shall make suitable and complete inspection of all materials, and equipment, and the work of installation to determine and permit certification that the components meet all applicable requirements and are in suitable condition for operation and maintenance by the City or its contractor after its completion. All components of the system will be subject to random testing and inspections by the State.

B. The City or its contractor will provide opportunities, facilities, and representative samples, as may be required, to enable the State to carry on initial and random inspections of all materials and application methods; sufficient to afford determination and certification by the State that all parts of the installation and the component materials comply with the State standards and specifications. The State will promptly notify the City or its contractor of any failure of materials, equipment, or installation methods, and the City or its contractor will take such measures necessary to obtain acceptable systems components and installation procedures without delay.

ARTICLE 6. RESPONSIBILITIES OF THE PARTIES

The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives and agents. State shall not be held responsible for the operation (or non-operation) of the preempt equipment, or for any effect it may have on emergency vehicle response.

ARTICLE 7. DE-ACTIVATION OF THE PREEMPT SYSTEM

The State reserves the right to disconnect the preempt system from the traffic signals should any problem arise affecting the State including that the State has determined that the preemption is being abused. The State will notify the appropriate City office of the de-activation of the preempt system. Upon correction of the problem the preempt system would be re-connected.

ARTICLE 8. PREEMPTION INSTALLATION REQUIREMENTS

The City or its contractor shall furnish and install an aluminum lockable cabinet for the preemption system equipment. The preemption cabinet shall be attached to the State's traffic signal cabinet by means of a two (2) inch Myer's hub supplied by the City or its contractor. The City or its contractor will furnish and install a Cannon type disconnect plug between the State's traffic signal cabinet and the preemption cabinet. The State will furnish 120 volts AC power to the preemption cabinet for all auxiliary equipment. All transformation of power shall take place within the preemption cabinet. The State will allow the preemption equipment to monitor all outgoing green traffic signal indications. The preemption equipment will supply a maximum of four preemption inputs.

ARTICLE 9. REPORTS

Upon written request, the City will be required to supply the State with a list of preemptions. The list shall show date, time, intersection, direction, and duration of each preemption and vehicle identification information of the emergency vehicle requesting each preemption. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

ARTICLE 10. REMEDIES
Violation or breach of contract terms by the City or its contractor shall be grounds for termination of the agreement, and any increased cost arising from the City or its contractor's default, breach of contract, or violation of terms shall be paid for by the City or its contractor. This agreement shall not be considered as specifying the exclusive remedy for default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

If at any time, the City or its contractor fails to assume the maintenance and operations responsibilities for the preemption systems in a satisfactory manner as determined by the State, the State reserves the right to arrange for maintenance and operations at the expense of the City or its contractor. The State shall contact the appropriate City authority prior to the arrangement for alternative maintenance.

ARTICLE 11. INSURANCE
The City shall provide necessary safeguards to protect the public on State-maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the preemption equipment, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right-of-way, the City's construction contractor shall submit to the State a fully executed copy of the State's form 1560 Certificate of Insurance and shall maintain the required coverage during the construction of all work associated with this agreement.

ARTICLE 12. SUBLETTING
The City or its contractor shall not sublet or transfer any portion of its responsibilities and obligations under this agreement unless specifically authorized in writing by the State. In the event the City or its contractor enters into subcontracts, the subcontractors must adhere to the provisions of this agreement.

ARTICLE 13. SUCCESSORS AND ASSIGNS
The City or its contractor shall not assign or otherwise transfer its rights or obligations under this agreement except with the prior written consent of the State.

ARTICLE 14. LEGAL CONSTRUCTION
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.

ARTICLE 15. INSPECTION OF CITY'S BOOKS AND RECORDS
A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

B. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the

legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 16. NOTICES

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
_____	_____
_____	_____
_____	_____
_____	_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

ARTICLE 17. GOVERNING LAWS AND VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this agreement must be filed in Travis County, Texas.

ARTICLE 18. PRIOR AGREEMENTS SUPERSEDED

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 within the subject matter.

IN WITNESS WHEREOF, the State and the City have signed duplicate counterparts of this agreement.

THE CITY OF _____
Executed on behalf of the City by:

By_____ Date_____

Typed or Printed Name and Title _____

_____

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
_____ District Engineer

RESOLUTION 24-R-121

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO AMEND RESOLUTION 24-R-91 AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT FOR OPTICOM WITH TEXAS DEPARTMENT OF TRANSPORATION AND TRAVIS COUNTY

WHEREAS, The City of Schertz desires an Interlocal Agreement with Texas Department of Transportation and Guadalupe County, and

WHEREAS, signing this agreement will allow for decreased response times and increased safety for responders and the public especially during emergent response, and

WHEREAS, this signed agreement will allow a third party as part of our existing contract and plan to install Opticom devices in controlled intersection lights.

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 an Interlocal Agreement with the Texas Department of Transportation and Travis County for Opticom Traffic Pre-Emption Services attached hereto as Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this _____day of _____, _____.

CITY OF SCHERTZ, TEXAS

_____

Ralph Guiterrez, Mayor

ATTEST:

_____

Sheila Edmondson, City Secretary

Exhibit A

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

AGREEMENT FOR THE FURNISHING, INSTALLING AND MAINTENANCE OF TRAFFIC SIGNAL PREEMPTION EQUIPMENT

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the City of Schertz, hereinafter called the "City", acting by and through its duly authorized officers.

W I T N E S S E T H

WHEREAS, the State owns and maintains a system of highways and roadways in the City of Schertz pursuant to Transportation Code, Section 201.103; and

WHEREAS, the City or its contractor has requested to install emergency vehicle preemption systems at the locations listed on Exhibit A;

WHEREAS, the State and the City are in agreement that the proposed systems will be installed;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

ARTICLE 1. CONTRACT PERIOD

This agreement becomes effective on final execution by the State and shall remain in effect as long as said traffic signal preemption equipment is in operation at the described locations.

ARTICLE 2. TERMINATION

This agreement may be terminated by one of the following conditions:

1) By mutual agreement of both parties;
2) By the State giving written notice to the City or its contractor as consequence of failure by the City or its contractor to satisfactorily perform the services and obligations set forth in

this agreement, with proper allowances being made for circumstances beyond the control of the City or its contractor;

3) By either party upon thirty (30) days written notice to the other.

ARTICLE 3. COMPENSATION

No compensation shall be paid for this agreement.

ARTICLE 4. PERSONNEL, EQUIPMENT, AND MATERIAL

A. The City or its contractor will use labor and supervisory personnel employed directly by the City or its contractor, and use City owned or its contractor owned machinery, equipment, and vehicles necessary for the work. In the event that the City or its contractor does not have the machinery, equipment, and vehicles necessary to perform the work, the machinery, equipment, and vehicles may be rented or leased as necessary.

B. No reimbursement shall be paid for any materials supplied by the City or its contractor. All materials shall be new and undepreciated stock.

C. Any necessary changes to the existing signal required to install the preemption system will be at the City's expense.

D. If it becomes necessary to adjust, replace or reinstall the preemption system due to reconstruction of the intersection or upgrading of the signals, it shall be done by the City at City expense.

ARTICLE 5. INSPECTION OF WORK

A. The State shall make suitable and complete inspection of all materials, and equipment, and the work of installation to determine and permit certification that the components meet all applicable requirements and are in suitable condition for operation and maintenance by the City or its contractor after its completion. All components of the system will be subject to random testing and inspections by the State.

B. The City or its contractor will provide opportunities, facilities, and representative samples, as may be required, to enable the State to carry on initial and random inspections of all materials and application methods; sufficient to afford determination and certification by the State that all parts of the installation and the component materials comply with the State standards and specifications. The State will promptly notify the City or its contractor of any failure of materials, equipment, or installation methods, and the City or its contractor will take such measures necessary to obtain acceptable systems components and installation procedures without delay.

ARTICLE 6. RESPONSIBILITIES OF THE PARTIES

The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives and agents. State shall not be held responsible for the operation (or non-operation) of the preempt equipment, or for any effect it may have on emergency vehicle response.

ARTICLE 7. DE-ACTIVATION OF THE PREEMPT SYSTEM

The State reserves the right to disconnect the preempt system from the traffic signals should any problem arise affecting the State including that the State has determined that the preemption is being abused. The State will notify the appropriate City office of the de-activation of the preempt system. Upon correction of the problem the preempt system would be re-connected.

ARTICLE 8. PREEMPTION INSTALLATION REQUIREMENTS

The City or its contractor shall furnish and install an aluminum lockable cabinet for the preemption system equipment. The preemption cabinet shall be attached to the State's traffic signal cabinet by means of a two (2) inch Myer's hub supplied by the City or its contractor. The City or its contractor will furnish and install a Cannon type disconnect plug between the State's traffic signal cabinet and the preemption cabinet. The State will furnish 120 volts AC power to the preemption cabinet for all auxiliary equipment. All transformation of power shall take place within the preemption cabinet. The State will allow the preemption equipment to monitor all outgoing green traffic signal indications. The preemption equipment will supply a maximum of four preemption inputs.

ARTICLE 9. REPORTS

Upon written request, the City will be required to supply the State with a list of preemptions. The list shall show date, time, intersection, direction, and duration of each preemption and vehicle identification information of the emergency vehicle requesting each preemption. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

ARTICLE 10. REMEDIES

Violation or breach of contract terms by the City or its contractor shall be grounds for termination of the agreement, and any increased cost arising from the City or its contractor's default, breach of contract, or violation of terms shall be paid for by the City or its contractor. This agreement shall not be considered as specifying the exclusive remedy for default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

If at any time, the City or its contractor fails to assume the maintenance and operations responsibilities for the preemption systems in a satisfactory manner as determined by the State, the State reserves the right to arrange for maintenance and operations at the expense of the City or its contractor. The State shall contact the appropriate City authority prior to the arrangement for alternative maintenance.

ARTICLE 11. INSURANCE

The City shall provide necessary safeguards to protect the public on State-maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the preemption equipment, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally

do so. Prior to beginning work on the State's right-of-way, the City's construction contractor shall submit to the State a fully executed copy of the State's form 1560 Certificate of Insurance and shall maintain the required coverage during the construction of all work associated with this agreement.

ARTICLE 12. SUBLETTING

The City or its contractor shall not sublet or transfer any portion of its responsibilities and obligations under this agreement unless specifically authorized in writing by the State. In the event the City or its contractor enters into subcontracts, the subcontractors must adhere to the provisions of this agreement.

ARTICLE 13. SUCCESSORS AND ASSIGNS

The City or its contractor shall not assign or otherwise transfer its rights or obligations under this agreement except with the prior written consent of the State.

ARTICLE 14. LEGAL CONSTRUCTION

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.

ARTICLE 15. INSPECTION OF CITY'S BOOKS AND RECORDS

A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

B. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 16. NOTICES

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	**State:**

City of Schertz	Texas Department of Transportation
1400 Schertz Parkway, Building 8	4615 NW Loop 410
Schertz, TX 78154	San Antonio, TX 78229
Attn: Fire Chief	Attn: District Engineer

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

ARTICLE 17. GOVERNING LAWS AND VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this agreement must be filed in Travis County, Texas.

ARTICLE 18. PRIOR AGREEMENTS SUPERSEDED

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 within the subject matter.

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF SCHERTZ

Executed on behalf of the City by:

By_____ Date_____

Typed or Printed Name and Title _____Steve Williams_____

_____City of Schertz City Manager_____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____

Charles C. Benavidez, P.E.

San Antonio District Engineer

Agenda No. 13.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Facility & Fleet**
Subject:	**Resolution 24-R-115 - Authorizing the City Manager to enter into an agreement with Hansco, Inc. to demolish City buildings (B.James/D.Hardin)**

BACKGROUND

There are 3 properties located throughout the city that are unoccupied and have structural issues. The properties are located at 1049 Live Oak R, 1298 Borgfeld Rd, and Lower Seguin Rd. There are structural and foundational issues, and the buildings are not up to the City's current building code. The buildings are currently unoccupied, and the city has no use for them. The cost of repairs for all 3 structures exceeds the value of the actual structure.

The City issued a solicitation for proposal (RFP) from qualified contractors with demonstrated competence and experience in building demolition and asbestos removal. Three (3) proposals were received in response to the solicitation. After review and scoring, the city recommends contracting with the highest ranked firm, Hansco, Inc., to demolition the buildings.

This information was previously provided to Council during the February 6th meeting.

GOAL

The goal of this project is to successfully demolition the unoccupied building structures.

COMMUNITY BENEFIT

Remove unused structures that no longer serve a purpose to the city.

SUMMARY OF RECOMMENDED ACTION

Approval of this resolution will allow the City to enter a contract with Hansco, Inc. that will perform asbestos removal and demolish the 3 structures located in various areas throughout the City.

FISCAL IMPACT

The cost of the building demolition, $60,949.00 will be funded through the approved FY 2024-2025 budget.

RECOMMENDATION

Staff recommends approval of Resolution 24-R-115.

Attachments

Resolution 24-R-115

RFP 2024-012 Building Demo Bid Tab and Proposal

RESOLUTION NO. 24-R-115

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING HANSCO, INC. TO DEMOLISH CITY BUILDINGS AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Schertz Facilities Maintenance Department has a need to demolition three structures throughout the city that are unoccupied; and

WHEREAS, the Schertz Facilities Maintenance Department solicited proposals from qualified vendors in asbestos abatement and building demolition; and

WHEREAS, after extensive analysis of the responses provided by each of the three (3) prospective vendors, City staff is confident Hansco, Inc. can provide the best service at the best value; and

WHEREAS, the City of Schertz will fund the purchase of the building demolition through the approved 2024-2025 annual Facilities Maintenance Department budget.

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

Section 1. The City Council hereby authorizes purchases with Hansco, Inc not to exceed the amount of **SIXTY THOUSAND NINE HUNDRED FORTY-NINE DOLLARS** ($60,949.00) during the FY 2024-2025**.**

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 _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

2024-012 - Building Demolition & Asbestos Abatement
Scoring Summary

Active Submissions

	Total	Qualifications, Abilities, and Reputation:	Quality of Proposed Services	Cost	Responsiveness of Proposal
Supplier	/ 100 pts	/ 30 pts	/ 30 pts	/ 30 pts	/ 10 pts
Hansco, Inc.	77.31	22.5	24	22.31	8.5
AMERICAN ABATEMENT LLC	74.5	19.5	19.5	30	5.5
BC Companies LLC	49.71	16.5	16.5	11.21	5.5

Eliminated Submissions

	Qualifications, Abilities, and Reputation:	Quality of Proposed Services	Cost	Responsiveness of Proposal	Reason for Elimination
Supplier	/ 30 pts	/ 30 pts	/ 30 pts	/ 10 pts	
JR Ramon & Sons	-	-	-	-	Execution of offer was not included with proposal

PROJECT# **2024-012** **Cost Analysis**

PROJECT NAME: **Building Demolition & Asbestos Abatement**

Criteria	Points	American Abatement LLC	BC Companies LLC	Hansco, Inc.
Financial Consideration	30	$45,323.00	$121,284.00	$60,949.00
		30.00	**11.21**	**22.31**
Average Total %	**30**	30.00	11.21	22.31

Company	Total Bid	NOTES
American Abatement LLC	$ 45,323.00	
BC Companies LLC	$ 121,284.00	
Hansco, Inc.	$ 60,949.00	

HC HANSCO, INC. HC
Demolition-Excavation-Site work
11927 Rail Dr San Antonio, TX 78233
P: (210) 669-2002 F: (210) 998-2710

Date: 7/30/2024

TO: City of Schertz

RE: Building Demolition and Asbestos Abatement
RFP#: 2024-012
Schertz, Texas

PROPOSAL

HANSCO will provide labor, supplies, materials, equipment, and our standard insurance to accomplish the asbestos abatement and demolition with disposal of the structures, as outlined below, for the above referenced RFP. All work will be performed in accordance with OSHA, EPA, TDH, Federal, State and local rules and regulations.

ABATEMENT SCOPE OF WORK & PRICE

1049 E. Live Oak: Abate and dispose of the 2,000 Sf of ceiling popcorn texture utilizing a State Licensed Abatement Contractor.

1. Mobilize with crew and equipment.
2. Erect containment utilizing 6-mil poly.
3. Establish negative pressure of the contained area utilizing HEPA Filtered Negative Air Fans.
4. Remove and double bag the asbestos texture utilizing state registered abatement workers and wet methods.
5. Clean the abatement area and containment.
6. Perform daily area air monitoring, visual inspections and final clearances utilizing a State Licensed Third-Party Environmental Contractor.
7. Remove containment and equipment after achieving clearance from the Third-Party Environmental Contractor.
8. Manifest, loadout, haul and dispose of the asbestos waste at Covel Gardens Landfill.

PRICE: $12,949.00

DEMOLITION SCOPE OF WORK & PRICING

1049 E Live Oak, 1298 Borgfeld Rd., 11776 Lower Seguin Rd.: Demolish and dispose of the structures with foundations.

1. Mobilize to each site with crew and equipment.
2. Demolish vertical structures utilizing heavy equipment.
3. Demolish structure foundations down to 3’ below grade.
4. Manifest, loadout and haul off all demolished debris to a local licensed landfill.

HC HANSCO, INC. HC

Date: 7/30/2024

Proposal: City of Schertz

Re: Building Demolition and Asbestos Abatement
RFP#: 2024-012
Schertz, Texas

5. Generate a load ticket, load out and haul off all demolished concrete to an approved pit and/or recycler.
6. Rough Grade disturbed areas.

PRICE: $48,000.00

Sincerely,

Dana Delao,
Project Manager/ Estimator

EXCLUSIONS

1. Asbestos and/or Environmental Surveys.
2. Excavation, backfill and/or compaction.
3. Cleaning and removal of grease traps and/or oil-water separators/septic tanks.
4. New Construction.
5. Preparing of surfaces for new work.
6. Payment and Performance Bond.
7. Permits and/or fees beyond city of Schertz building demolition and State Notification.
8. Removal of site pavements and flatwork outside building foundations footprint.
9. Removal and/or disposal of contaminated materials beyond materials identified in the Astex Environmental Survey.
10. Removal of trees and landscaping.
11. Specific tree and landscaping protection controls.
12. Salvage for Owner and/or Others.
13. SWPPP Plan and/or controls.
14. Trash/Debris created by others beyond our site visit July 30, 2024. Documented photos taken.
15. Utility locating, reroutes.
16. All other work not specified within this proposal.

Agenda No. 14.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Facility & Fleet**
Subject:	**Resolution 24-R-110 - Authorizing the City Manager to enter into an agreement for on-call electrical service contracts with Gerard Electric and Diamondback Electric Services (B.James/D.Hardin/C.Lonsberry)**

BACKGROUND

The City is on the last year of a three (3) year contract for on-call electric services. A new on-call electric services contract needs to be established for City commercial buildings, industrial water and wastewater sites.

The City issued a solicitation for proposal (RFP) from qualified firms with demonstrated competence and experience in commercial and industrial electric services. Two (2) proposals were received in response to the solicitation. Proposals were reviewed by key City stakeholders and scored initially based on criteria including cost, proposer's experience, qualifications, reputation, quality of proposed services and responsiveness of the proposal. Both respondent firms were determined to be responsive and qualified so the City recommends awarding a contract to both Gerard Electric and Diamondback Electric Services.

GOAL

To obtain authorization from City Council to enter a contract with two electric companies to perform emergency on-call and quoted electric work.

COMMUNITY BENEFIT

City buildings and industrial water sites can be serviced at any time or day with minimal downtime to city buildings, water well or wastewater sites which would directly impact citizens.

SUMMARY OF RECOMMENDED ACTION

City staff recommends approving contracts with Gerard Electric and Diamondback Electric Services that will expire at the end of FY 26-27 with the option to renew the contract for two (2) extensions of one (1) year each.

FISCAL IMPACT

Funds are available and approved through base budget for Facilities and Water for FY 24-25.

RECOMMENDATION

Approval of Resolution 24-R-110.

Attachments

Resolution 24-R-110 with attachments
RFP 2024-007 Electric On-Call Bid Tab

RESOLUTION NO. 24-R-110

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING CONTRACTS WITH GERARD ELECTRIC AND DIAMONDBACK ELECTRICAL SERVICES FOR ON-CALL ELECTRIC SERVICES.

WHEREAS, the City of Schertz (the "City") requires on-call electric contractors for emergencies and quoted work; and

WHEREAS, City staff is entering into a new contract with both companies due to an increase in demand and work specifications; and

WHEREAS, the Facilities Maintenance Department solicited proposals from qualified vendors for on-call electric services; and

WHEREAS, City staff has recommended the City accept Gerard Electric and Diamondback Electrical Services for on-call electrical services; and

WHEREAS, the City of Schertz will fund the on-call electric services provided by Gerard Electric and Diamondback Electrical Services through the approved 2024-2025 annual budget.

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

Section 1. The City Council hereby authorizes contracts sustantially as to form in Exhibit A with Gerard Electric and Diamondback Electrical Services for on-call electric services through September 30, 2027 with the option to renew for two (2) additional terms of one (1) year each.

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 _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

EXHIBIT A

On-Call Electrical Services Contracts

with Gerard Electric and Diamondback Electrical Services

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and Diamondback Electrical Services ("Contractor").

Section 1. Duration
This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2027 with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work
(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".

(B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.

(C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation
(A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit "A" and as provided herein.

(B) *Billing Period.* Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Contractor's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

(D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

(1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

(3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.

(4) To the extent there is a conflict of this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

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

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

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

carrying out the work involved in this Agreement. The general aggregate shall be no less than $2,000,000.

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

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

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

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

Section 6. Miscellaneous Provisions

(A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker’s compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

(C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work

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

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

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company,

or affiliate of those entities or business associations that exists to make a profit.

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

(H) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to perform the obligations of the Contractor regarding such facilities. Contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

Section 7. Termination

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Contractor and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than ten (10) days written notice to the Contractor.

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

Section 8. Indemnification

CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE CITY OF SCHERTZ, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING

ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER ACTUAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL), OF ANY CONCEIVABLE CHARACTER, FOR INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE WORK OR GOODS PERFORMED OR PROVIDED BY CONTRACTOR – EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

Section 9. Notices

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

The paragraph headings contained in this Agreement are for convenience only and shall in no way

enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

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

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under

this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

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

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

Certificate of Interested Parties

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

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

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

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

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

CITY:	**CONTRACTOR:**
By: _____	By: _____
Name: Steve Williams	Name: _____
Title: City Manager	Title: _____

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz Attn: Steve Williams, City Manager 1400 Schertz Parkway Schertz, Texas 78154	

Exhibit "A"

SCOPE OF WORK

The City of Schertz has approximately 25 buildings that require a variety of electrical maintenance and repairs services.

For the purpose of this proposal, maintenance and repair is defined as work that involves the mending of a broken system, component(s), or sub-component(s) of a facility such as electrical outlets, switches, devices, light fixtures, load centers panel boards, motor control centers, exterior lighting, motor, etc.

Respondent shall furnish all labor, supervision, tools, equipment, materials, metering instruments, supplies, parts, transportation, mobilization, insurance, bonds, permits, reports, incidentals, and quality control necessary to provide electrical services on an "as-needed basis". Electrical services shall include, but is not limited to, the following:

- Complete commercial electrical add, repair, including confined space repairs
- add, repair and/or replace all types and sizes of conduit
- add, repair and/or replace all types and sizes of conductors
- add, replace ballasts
- add, repair and/or replace motor controls
- add, repair and/or replace switch gear
- add, repair and/or replace lighting switches
- add, repair and/or replace duplex receptacles
- add, repair and/or replace power distribution equipment
- add, repair and/or replace power cords and heavy duty connectors (male/female)
- work with various voltages, including but not limited to, 12V---480V
- add, repair, replace, and install fixture or device wiring
- add, repair and/or replace light fixtures
- add, repair and replace lamps
- perform trouble-shooting of equipment and systems and provide resolutions to any malfunctions
- Testing equipment and systems.
- Requesting and receiving any and all permits required to perform work as required.

Specific work requirements will be identified in each individual project as they are deemed necessary and approved by the City.

GENERAL REQUIREMENTS

a. All work shall comply in every respect with the Building Laws, City Regulations, Code Requirements (City, State, or International).
b. The successful contractor shall have or obtain a City of Schertz business license.
c. The selected Contractor shall have and keep in effect during the term of this contract, Commercial General Liability Insurance, Business Automobile Liability Insurance and Workers Compensation Insurance. A copy of insurance certifications shall be submitted to the City.
d. The contractor shall obtain and pay for all licenses as may be necessary or required for the completion of the work. The contractor shall complete all building permits as required. Building permit inspection fees will be the responsibility of the City.
e. All equipment, materials, etc. specified to be removed from the site shall be done in accordance with the law. City reserves the right to maintain ownership of any and/or all materials and equipment at any time.
f. All repair work will be left in a clean safe and workable condition.
g. Contractor shall ONLY repair, replace, upgrade or install work that is instructed, in writing by the City's designated person.
h. If there are any questions regarding the work that is to be done, it will be the responsibility of the contractor to confirm the scope of work with the City's designated representative.
j. It will be required that the Contractor diagnoses the problem and makes the necessary repairs as soon as possible.
k. The Contractor must work as quickly and efficiently as is possible. All repairs are to be first class quality.
m. By executing this contract, the Contractor represents that he has familiarized himself with the local conditions under which the work is to be performed.
n. In the event of accidental site damage, it will be the responsibility of the Contractor to return the site to its original condition at no cost to the City.
o. If temporary repairs are needed due to an emergency, the Contractor is instructed to do so at the direction of the City's designated representative.
p. All permanent repairs must be made as soon as is possible. Assuming repair part(s) are physically available this must be done as a minimum within five (5) days after the problem has been diagnosed and approval to proceed has been given.
q. It will be the responsibility of the Contractor to leave the area in a clean, "broom swept" state. Contractor must remove all debris generated while making repairs, replacements, or installations.
r. Contractor is an independent contractor. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the City. The Contractor is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except as expressly provided herein.

PRICING SCHEDULE

Description	Unit of Measure	Labor Rate
Journeyman Monday-Friday, 8:00 AM- 5:00 PM	Hour	$ 95.00
Journeyman Monday-Friday, After 5:00 PM (**Overtime**)	Hour	$ 125.00
Journeyman Weekends and Holidays (**Emergency Call)**	Hour	$ 125.00
Apprentice Monday-Friday, 8:00 AM- 5:00 PM	Hour	$ 55.00
Apprentice Monday-Friday, After 5:00 PM (**Overtime**)	Hour	$ 75.00
Apprentice Weekends and Holidays (**Emergency Call**)	Hour	$ 75.00
Trip Charge Monday-Friday, 8:00 AM- 5:00 PM	Hour	$ 47.50
Trip Charge Monday-Friday, After 5:00 PM (**Overtime**)	Hour	$ 47.50
Trip Charge Weekends and Holidays (**Emergency Call**)	Hour	$ 47.50

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

A

DATE (MM/DD/YYYY): 01/01/1000

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

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

PRODUCER
ABC Insurance Agency
555 Main Street
Tampa, FL 33333-0000
B

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Carrier	00000
INSURER B : Insurance Carrier	00000
INSURER C : Insurance Carrier	00000
INSURER D : Insurance Carrier	00000
INSURER E : Insurance Carrier	00000
INSURER F : Insurance Carrier	00000

D

E

INSURED
C
XYZ Company
123 Apple Street
Tampa, FL 22222-0000

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

F

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY G X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y H	Y	X123456 M	01/01/1000 N	01/01/1000	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 1,000,000 $ O
B	AUTOMOBILE LIABILITY I X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS J	Y	Y	123456789	01/01/1000	01/01/1000	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ K	Y	Y				EACH OCCURRENCE $ AGGREGATE $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	01234	01/01/1000	01/01/1000	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ 500,000 E.L. DISEASE - EA EMPLOYEE $ 500,000 E.L. DISEASE - POLICY LIMIT $ 500,000
E	Builder's Risk L Professional Services	Y	Y	123456	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis $1,000,000 each claim / $1,000,000 aggregate

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

P

CERTIFICATE HOLDER

Q
City of Schertz
1400 Schertz Parkway
Schertz, Tx 78154
Attn: Purchasing Dept.

CANCELLATION

R

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

S

AUTHORIZED SIGNATURE REQUIRED HERE

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

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

Complete the certificate of insurance with the information listed below:

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

Exhibit “C”

EVIDENCE OF INSURANCE

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and Gerard Electric ("Contractor").

Section 1. Duration
This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2027 with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work
(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".

(B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.

(C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation
(A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit "A" and as provided herein.

(B) *Billing Period.* Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Contractor's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

(D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

(1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

(3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.

(4) To the extent there is a conflict of this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

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

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

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

carrying out the work involved in this Agreement. The general aggregate shall be no less than $2,000,000.

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

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

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

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

Section 6. Miscellaneous Provisions

(A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker’s compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

(C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work

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

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

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company,

or affiliate of those entities or business associations that exists to make a profit.

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

(H) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to perform the obligations of the Contractor regarding such facilities. Contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

Section 7. Termination

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Contractor and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than ten (10) days written notice to the Contractor.

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

Section 8. Indemnification

CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE CITY OF SCHERTZ, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING

ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER ACTUAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL), OF ANY CONCEIVABLE CHARACTER, FOR INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE WORK OR GOODS PERFORMED OR PROVIDED BY CONTRACTOR – EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

Section 9. Notices

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

The paragraph headings contained in this Agreement are for convenience only and shall in no way

enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

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

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under

this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

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

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

Certificate of Interested Parties

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

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

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

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

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

CITY:	**CONTRACTOR:**
By: _____	By: _____
Name: Steve Williams	Name: _____
Title: City Manager	Title: _____

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz Attn: Steve Williams, City Manager 1400 Schertz Parkway Schertz, Texas 78154	

Exhibit "A"

SCOPE OF WORK

The City of Schertz has approximately 25 buildings that require a variety of electrical maintenance and repairs services.

For the purpose of this proposal, maintenance and repair is defined as work that involves the mending of a broken system, component(s), or sub-component(s) of a facility such as electrical outlets, switches, devices, light fixtures, load centers panel boards, motor control centers, exterior lighting, motor, etc.

Respondent shall furnish all labor, supervision, tools, equipment, materials, metering instruments, supplies, parts, transportation, mobilization, insurance, bonds, permits, reports, incidentals, and quality control necessary to provide electrical services on an "as-needed basis". Electrical services shall include, but is not limited to, the following:

- Complete commercial electrical add, repair, including confined space repairs
- add, repair and/or replace all types and sizes of conduit
- add, repair and/or replace all types and sizes of conductors
- add, replace ballasts
- add, repair and/or replace motor controls
- add, repair and/or replace switch gear
- add, repair and/or replace lighting switches
- add, repair and/or replace duplex receptacles
- add, repair and/or replace power distribution equipment
- add, repair and/or replace power cords and heavy duty connectors (male/female)
- work with various voltages, including but not limited to, 12V---480V
- add, repair, replace, and install fixture or device wiring
- add, repair and/or replace light fixtures
- add, repair and replace lamps
- perform trouble-shooting of equipment and systems and provide resolutions to any malfunctions
- Testing equipment and systems.
- Requesting and receiving any and all permits required to perform work as required.

Specific work requirements will be identified in each individual project as they are deemed necessary and approved by the City.

GENERAL REQUIREMENTS

a. All work shall comply in every respect with the Building Laws, City Regulations, Code Requirements (City, State, or International).
b. The successful contractor shall have or obtain a City of Schertz business license.
c. The selected Contractor shall have and keep in effect during the term of this contract, Commercial General Liability Insurance, Business Automobile Liability Insurance and Workers Compensation Insurance. A copy of insurance certifications shall be submitted to the City.
d. The contractor shall obtain and pay for all licenses as may be necessary or required for the completion of the work. The contractor shall complete all building permits as required. Building permit inspection fees will be the responsibility of the City.
e. All equipment, materials, etc. specified to be removed from the site shall be done in accordance with the law. City reserves the right to maintain ownership of any and/or all materials and equipment at any time.
f. All repair work will be left in a clean safe and workable condition.
g. Contractor shall ONLY repair, replace, upgrade or install work that is instructed, in writing by the City's designated person.
h. If there are any questions regarding the work that is to be done, it will be the responsibility of the contractor to confirm the scope of work with the City's designated representative.
j. It will be required that the Contractor diagnoses the problem and makes the necessary repairs as soon as possible.
k. The Contractor must work as quickly and efficiently as is possible. All repairs are to be first class quality.
m. By executing this contract, the Contractor represents that he has familiarized himself with the local conditions under which the work is to be performed.
n. In the event of accidental site damage, it will be the responsibility of the Contractor to return the site to its original condition at no cost to the City.
o. If temporary repairs are needed due to an emergency, the Contractor is instructed to do so at the direction of the City's designated representative.
p. All permanent repairs must be made as soon as is possible. Assuming repair part(s) are physically available this must be done as a minimum within five (5) days after the problem has been diagnosed and approval to proceed has been given.
q. It will be the responsibility of the Contractor to leave the area in a clean, "broom swept" state. Contractor must remove all debris generated while making repairs, replacements, or installations.
r. Contractor is an independent contractor. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the City. The Contractor is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except as expressly provided herein.

PRICING SCHEDULE

Electrical Repair/Service Rates

Non Emergency Licensed Electrician/Journeyman Hourly Rate Hr.	$80.00
Non Emergency Electric Apprentice Hourly Rate Hr.	$40.00
Emergency Licensed Electrician/Journeyman Hourly Rate Hr.	$120.00
Emergency Electric Apprentice Hourly Rate Hr.	$60.00
Travel Time	N/A
Material Markup Over Cost	20%

Electrical Availability

Response time to an emergency call	2 Hrs.
Response time to a non emergeny call	24 Hrs.

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

A

DATE (MM/DD/YYYY)
01/01/1000

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

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

PRODUCER
ABC Insurance Agency
555 Main Street
Tampa, FL 33333-0000

B

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Carrier	00000
INSURER B : Insurance Carrier	00000
INSURER C : Insurance Carrier	00000
INSURER D : Insurance Carrier	00000
INSURER E : Insurance Carrier	00000
INSURER F : Insurance Carrier	00000

D

E

INSURED
C
XYZ Company
123 Apple Street
Tampa, FL 22222-0000

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

F

INSR LTR	TYPE OF INSURANCE	G	ADDL INSR	SUBR WVD	POLICY NUMBER	M	POLICY EFF (MM/DD/YYYY)	N	POLICY EXP (MM/DD/YYYY)	LIMITS	O
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	H	Y	Y	X123456		01/01/1000		01/01/1000	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 1,000,000 $	
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	I J	Y	Y	123456789		01/01/1000		01/01/1000	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $	
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	K	Y	Y						EACH OCCURRENCE $ AGGREGATE $ $	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Y	01234		01/01/1000		01/01/1000	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ 500,000 E.L. DISEASE - EA EMPLOYEE $ 500,000 E.L. DISEASE - POLICY LIMIT $ 500,000	
E	Builder's Risk Professional Services	L	Y	Y	123456		01/01/1000		01/01/1000	100% Insurable Value, replacement cost basis $1,000,000 each claim / $1,000,000 aggregate	

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

P

CERTIFICATE HOLDER

Q
City of Schertz
1400 Schertz Parkway
Schertz, Tx 78154
Attn: Purchasing Dept.

CANCELLATION

R

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

S

AUTHORIZED SIGNATURE REQUIRED HERE

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

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

Complete the certificate of insurance with the information listed below:

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

Exhibit “C”

EVIDENCE OF INSURANCE

PROJECT# **2024-005**

PROJECT NAME: **On-Call Electrical Service**

Criteria	Points	Diamondback Electrical Services	Gerard Electric
Financial Consideration	30	$397.50	$300.00
		22.64	**30.00**
Average Total %	**30**	22.64	30.00
Rank		2.00	1.00

Rates Per Hour

Description	Diamondback Electrical Services	Gerard Electric
Journeyman	$ 95.00	$ 80.00
Journeyman Afterhours/Emergency	$ 125.00	$ 120.00
Apprentice	$ 55.00	$ 40.00
Apprentice Afterhours/Emergency	$ 75.00	$ 60.00
Trip Charge	$ 47.50	$ -
Material Markup Cost	Not Provided	20%
Overal cost of each service x1 hour	$ 397.50	$ 300.00

Agenda No. 15.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Executive Team**
Subject:	**Resolution 24-R-118 - Authorizing an amendment to the Wastewater CCN Transfer Agreement between the City of Schertz and Green Valley Special Utility District. (S.Williams/B.James)**

BACKGROUND

As part of the settlement agreement with Green Valley Special Utility District, the City and Green Valley agreed to petition for the transfer of a number of properties to the other entities sewer CCN. An amendment is needed to the transfer agreement to adjust the reference to a few properties being transferred. As such, Council needs to approve this first amendment to approve that correction.

GOAL

To provide water and sewer service to new developing areas inside the city limits of Schertz.

COMMUNITY BENEFIT

To ensure the future water and sewer customers in this portion of the City with planned development have the same water and wastewater provider to better serve the citizens of the City.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that Council approve this resolution authorizing this first amendment to the CCN Transfer Agreement, the original agreement having been approved as part of the settlement agreement.

RECOMMENDATION

Approval of Resolution 24-R-118.

Attachments

Resolution 24-R-118 with attachment

RESOLUTION NO. 24-R-118

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE FIRST AMENDMENT TO THE WASTEWATER CCN TRANSFER AGREEMENT BETWEEN THE CITY OF SCHERTZ AND GREEN VALLEY SPECIAL UTILITY DISTRICT.

WHEREAS, Schertz and GVSUD entered into that certain Wastewater CCN Transfer Agreement as part of a Comprehensive Settlement Agreement for the resolution of outstanding litigation issues between the Parties; and

WHEREAS, the Parties caused the Wastewater CCN Transfer Agreement to be submitted to the Public Utility Commission of Texas for approval on May 7, 2024 after public notice, hearing and approval of the Comprehensive Settlement Agreement, including the Wastewater CCN Transfer Agreement, by the Parties' respective governing bodies; and

WHEREAS, the PUC administrative law judge Issued Order No. 2 finding the mapping submitted with the Wastewater CCN Transfer Agreement noncompliant with PUC technical requirements; and

WHEREAS, during the course of addressing the mapping deficiency, the Parties became aware that one of the two tracts to be transferred from Schertz wastewater CCN No. 20271 to GVSUD wastewater CCN No. 20973 was incorrectly referenced in the Wastewater CCN Transfer Agreement as containing 3.15 acres and that the CCN area containing that tract in fact consists of 3.92 acres; and

WHEREAS, the Parties wish to amend and correct the Wastewater CCN Transfer Agreement.

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

Section 1. The City Council hereby authorizes this first amendment to the Wastewater CCN Transfer Agreement between the City of Schertz and Green Valley Special Utility District, as generally per the attached 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 _____, 2024.

CITY OF SCHERTZ, TEXAS

_____

Ralph Gutierrez, Mayor

ATTEST:

_____

Sheila Edmondson, City Secretary

Exhibit "A"

FIRST AMENDMENT TO
WASTEWATER CCN TRANSFER AGREEMENT
BETWEEN
THE CITY OF SCHERTZ AND
GREEN VALLEY SPECIAL UTILITY DISTRICT

This FIRST AMENDMENT TO WASTEWATER CCN TRANSFER AGREEMENT ("Agreement") is made and entered into by and between the City of Schertz, Texas, a Texas home rule municipality ("Schertz") and Green Valley Special Utility District, a special utility district created pursuant to Chapter 65 of the Texas Water Code ("GVSUD"). Schertz and GVSUD are each a "Party" and are, collectively, the "Parties."

RECITALS

WHEREAS, Schertz and GVSUD entered into that certain Wastewater CCN Transfer Agreement as part of a Comprehensive Settlement Agreement for the resolution of outstanding litigation issues between the Parties; and

WHEREAS, the Parties caused the Wastewater CCN Transfer Agreement to be submitted to the Public Utility Commission of Texas for approval on May 7, 2024 after public notice, hearing and approval of the Comprehensive Settlement Agreement, including the Wastewater CCN Transfer Agreement, by the Parties' respective governing bodies; and

WHEREAS, the PUC administrative law judge Issued Order No. 2 finding the mapping submitted with the Wastewater CCN Transfer Agreement noncompliant with PUC technical requirements; and

WHEREAS, during the course of addressing the mapping deficiency, the Parties became aware that one of the two tracts to be transferred from Schertz wastewater CCN No. 20271 to GVSUD wastewater CCN No. 20973 was incorrectly referenced in the Wastewater CCN Transfer Agreement as containing 3.15 acres and that the CCN area containing that tract in fact consists of 3.92 acres; and

WHEREAS, the Parties wish to amend and correct the Wastewater CCN Transfer Agreement.

NOW, THEREFORE, for the good and valuable consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

FIRST AMENDMENT

A. The Parties hereby delete Section 3 of the Wastewater CCN Transfer Agreement and replace Section 3 in its entirety to provide as follows:

3. **Schertz Transfer to GVSUD.** In accordance with TWC § 13.248, but at all times subject to the approval of the PUC, Schertz transfers and conveys to GVSUD, and GVSUD accepts from Schertz, an approximate 8.17-acre portion of Schertz wastewater CCN No. 20271, consisting of a contiguous area of approximately 4.25 acres and a second contiguous area of approximately 3.92 acres, such tracts consisting of two tracts within Schertz' CCN service area on Trainer Hale Road and Schmidt Craft Lane as specified in **Attachment 2**, and the Parties hereby agree to the modification of the boundaries of their wastewater CCNs to reflect this transfer. GVSUD and Schertz agree that the wastewater CCN service area to be transferred from Schertz to GVSUD does not include any current wastewater customers of Schertz. GVSUD and Schertz further agree that no existing wastewater facilities or appurtenances are to be transferred from Schertz to GVSUD.

B. The mapping including as Attachment 2 to the Wastewater CCN Transfer Agreement is deleted and replaced in its entirety with the mapping attached to this First Amendment to the Wastewater CCN Transfer Agreement to reflect the accurate acreage of Schertz sewer CCN No. 20271 service area to be transferred from Schertz to GVSUD.

C. The Parties do not intend any additional revisions to the Wastewater CCN Transfer Agreement. Except as specifically modified by Sections A and B of this First Amendment to the Wastewater CCN Transfer Agreement, the Parties intend that Wastewater CCN Transfer Agreement remain in full force and effect.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Wastewater CCN Transfer Agreement in multiple copies, each of which shall constitute an original, with an Effective Date of the date on which this Agreement is executed by the last to sign of GVSUD or Schertz.

CITY OF SCHERTZ, TEXAS

By: _____
Steve Williams, City Manager

Date: _____

Attest: _____
Sheila Edmonson,
Interim City Secretary

GREEN VALLEY SPECIAL UTILITY DISTRICT

By: _____
Phillip K. Gage, General Manager

Date: _____

Attest: _____
John Frias
President, Board of Directors

Replacement Attachment 2

Agenda No. 16.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Executive Team**
Subject:	**Resolution 24-R-123 - Authorizing roadway capital recovery offset agreements with C5LC at Interstate 10, LLC and Meritage Homes of Texas, LLC. (S.Williams/B.James)**

BACKGROUND

The developer of the property at IH-10 and Loop 1604, C5LC at Interstate 10, LLC is seeking a roadway capital recovery offset agreement. Per the City's roadway impact fee ordinance, developers who construct roads listed on the Roadway Impact Fee CIP are eligible for credits that can be used to offset the roadway impact fees due for the project. In this case the agreement provides that no roadway impact fees will be due and no offset credits will be reimbursed by the City for roads the developer is constructing. Meritage Homes is constructing the Carmel Ranch Subdivision on Lower Seguin Road. As part of that project, the developer is constructing portions of Lower Seguin Road and Carmel Ranch Drive. It is estimated that the developer will have 20 excess vehicle miles of capacity for which they can apply for reimbursement. The value of these offsets is approximately $20,000.00 that can be paid from roadway impact fees collected in this service area.

The resolution authorizes the City Manager to execute the attached roadway impact fee offset agreements.

GOAL

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

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Approval of Roadway Impact Fee Credit Agreements with C5LC at Interstate 10, LLC and Meritage Homes of Texas, LLC.

RECOMMENDATION

Approval of Resolution 24-R-123.

Attachments

Resolution 24-R-123 with attachments

RESOLUTION NO. 24-R-123

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING ROADWAY CAPITAL RECOVERY OFFSET AGREEMENTS WITH C5LC AT INTERSTATE 10, LLC and MERITAGE HOMES OF TEXAS, LLC FOR ROADWAY IMPACT FEE CREDITS FOR THE EXTENSION OF SYSTEM ROADWAYS AND OTHER MATTERS IN **CONNECTION THEREWITH.**

WHEREAS, C5LC at Interstate 10, LLC is the developer of the C5LC at I-10 project generally at IH-10 and Loop 1604; and

WHEREAS, Meritage Homes of Texas, LLC is the developer of the Carmel Ranch single family residential subdivision; and

WHEREAS, the Developers intend to construct public roadways that are system facilities; and

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

WHEREAS, the Parties wish to amend and correct the Wastewater CCN Transfer Agreement.

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

Section 1. The City Council hereby authorizes the City Manager to enter into roadway offset agreements with C5LC at Interstate 10, LLC and Meritage Homes of Texas, LLC, as generally as attached hereto as 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.

PASSED AND ADOPTED, this ____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Exhibit "A"

THE STATE OF TEXAS §

§

BEXAR COUNTY §

CORE5 LOGISTICS CENTER AT INTERSTATE 10

ROADWAY CAPITAL RECOVERY OFFSET AGREEMENT

This agreement ("**AGREEMENT**") is made by and between the City of Schertz, (hereinafter "**CITY**") a Texas Home Rule municipality and C5LC AT INTERSTATE 10, LLC (hereinafter "**DEVELOPER**") a Limited Partnership created under the laws of Texas, collectively, the "**PARTIES**".

RECITALS

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

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

WHEREAS, CITY and DEVELOPER desire to enter into an agreement in order to memorialize Roadway construction obligations and Roadway Capital Recovery Fee Credits achieved by the Developer for reasonable and necessary cost of the capital improvement or facility expansion it incurred.

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

Article I.

PROJECT DESCRIPTION

A. Project. The project is The Core5 Logistics Center at Interstate 10.

B. Location. The project is located at the northwest corner of IH-10 and Scenic Lake Drive, as more precisely described in ***Exhibit "A"***.

Article II.

ROADWAY CAPITAL RECOVERY FEES

A. Roadway Capital Recovery Fees. The Roadway Capital Recovery Fees for the project are currently assessed at $2,386.93 per service unit based on the anticipated plat filing date.

Article III.

CAPITAL IMPROVEMENT PLAN IMPROVEMENTS MADE BY DEVELOPER

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

Article IV.

ROADWAY CAPITAL RECOVERY FEE OFFSET CREDIT

A. Roadway Capital Recovery Fee Offset Credit Calculation.

i. The total number of service unit equivalents of capacity supplied by the system facilities contributed by the DEVELOPER within the City of Schertz is estimated to be 697 service units. Additionally, the developer is constructing facilities that directly connect, but are outside of the City and add approximately 368 more service units of capacity that benefit the City. The road sections that the Developer is going to construct per this agreement are depicted in ***Exhibit "B".***

ii. The estimated number of vehicle miles of demand can vary significantly depending on the actual land use type mix developed but could be as high as 6,543 vehicle-miles.

iii. Given that the estimated number of service units being supplied by the system facilities contributed by the DEVELOPER is likely to be roughly equal to the number of vehicle miles being added to the system, the likely mix and size of land uses to be developed and the Developer's desire for clarify as to costs, the CITY and the DEVELOPER agree

that no roadway impact fees shall be due from the development within the Project and no excess offsets shall be reimbursed by the CITY.

Article V.

MISCELLANEOUS

The following miscellaneous provisions are made part of this AGREEMENT:

1. CITY and DEVELOPER acknowledge that the Prior Agreement is hereby replaced in its entirety by this Agreement.

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

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

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

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

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

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

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

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

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

11. Execution of AGREEMENT.

    a) City Council has authorized the City Manager to execute this AGREEMENT on behalf of the CITY, as evidenced by Resolution [23-R-XXXX], dated XXXXXXXX XX, 2022.3

    b) Linda Booker is authorized to execute this AGREEMENT on of the Developer.

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

13. Force Majeure. It is expressly understood and agreed by the parties to this AGREEMENT that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes

beyond the reasonable control of the obligated party and delays caused by the other party, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

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

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

16. Immunities and defenses.

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

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

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

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

DEVELOPER: C5LC AT INTERSTATE 10, LLC
Attn: Linda Booker
1230 Peachtree Street, NE Suite 3560
Atlanta, GA 30309

WITH COPY TO LEGAL COUNSEL:

XXXX
XXXX
XXXX

City: City Manager
City of Schertz
1400 Schertz Parkway
Schertz, TX 78154
Phone: (210) 619-1000
Fax: (210) 619-1029

WITH COPY TO: Denton Navarro Rocha Bernal & Zech
A Professional Corporation
Attn. T. Daniel Santee
2517 N. Main Avenue
San Antonio, Texas 78212
Phone: (210) 227-3243
Fax: (210) 225-4481

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

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

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

[Page Ends Here – Signature Pages Follow]

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

DEVELOPER:

C5LC at Interstate 10, LLC

By: _____

Name: _____
Title: Authorized Signatory

Date: _____

The State of Texas

County of Bexar

This instrument was acknowledged before me on the _____ day of _____, 2023 by_____ the _____ of C5LC at Interstate 10, LLC, on behalf of said limited liability company.

_____

(Personalized Seal) Notary Public's Signature

CITY:

CITY OF SCHERTZ, TEXAS,

BY: _____

Date: _____

ATTEST:

_____

Exhibit "A"

The Property



VICINITY MAP
N.T.S.

LEGEND

●	1/2"IRON ROD FOUND (UNLESS NOTED)
○	1/2"IRON ROD SET
---	CONTOUR LINES
GTECTV	GAS, ELECTRIC, TELEPHONE, CABLE TV
⊡	FOUND TXDOT TYPE 2 MONUMENT MON
ROW	RIGHT OF WAY
NCB	NEW CITY BLOCK
℄	CENTERLINE
VOL	VOLUME
PG	PAGE
AC	ACRES
∿∿	FLOODPLAIN LINE

DRAINAGE EASEMENTS ENCROACHMENTS
NO STRUCTURE, FENCES, WALLS OR OTHER OBSTRUCTIONS THAT IMPEDE DRAINAGE SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS, WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENTS, AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS. THE CITY OF SCHERTZ AND BEXAR COUNTY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER THE GRANTOR'S ADJACENT PROPERTY TO REMOVE ANY IMPEDING OBSTRUCTIONS PLACED WITHIN THE LIMITS OF SAID DRAINAGE EASEMENT AND TO MAKE ANY MODIFICATIONS OR IMPROVEMENTS WITHIN SAID DRAINAGE EASEMENTS.

NON-RESIDENTIAL FINISHED FLOOR ELEVATION
FINISHED FLOOR ELEVATIONS FOR NON-RESIDENTIAL STRUCTURES SHALL BE NO LESS THAN ONE FOOT ABOVE THE BASE FLOOD ELEVATION OF THE REGULATORY FLOODPLAIN (CITY OF SCHERTZ ULTIMATE DEVELOPMENT FLOODPLAIN). THE LOWEST ADJACENT GRADE SHALL BE AT OR ABOVE THE BASE FLOOD ELEVATION. FLOOD-PROOFING MAY BE ALLOWED IF ELEVATING THE STRUCTURE IS NOT FEASIBLE, IF APPROVED BY THE FLOODPLAIN ADMINISTRATOR OF THE CITY OF SCHERTZ.

OPEN SPACE
LOT 900 IS DESIGNATED AS OPEN SPACE AND AS A COMMON AREA AND A DRAINAGE, SEWER, WATER, ELECTRIC, GAS, TELEPHONE, AND CABLE TV EASEMENT.

COMMON AREA MAINTENANCE
THE MAINTENANCE OF ALL PRIVATE STREETS, OPEN SPACE, GREENBELTS, PARK, TREE SAVE AREAS, INCLUDING LOT 900, DRAINAGE EASEMENTS AND EASEMENTS OF ANY OTHER NATURE WITHIN THIS SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS, OR THE PROPERTY OWNERS' ASSOCIATION, OR ITS SUCCESSORS OR ASSIGNS AND NOT THE RESPONSIBILITY OF THE CITY OF SCHERTZ OR BEXAR COUNTY.

SURVEYOR'S NOTES:
BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

_____
BENJAMIN RUBY, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 140366

STATE OF TEXAS
COUNTY OF COMAL

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY;

PRELIMINARY - NOT FOR RECORDATION
_____
RICHARD A. GOODWIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4069
RGOODWIN@MSENGR.COM
830.228.4101
SHERWOOD SURVEYING & SUE
TBPELS FIRM #10044200
6477 FM 311, P.O. BOX 992
SPRING RANCH, TX 78070

CITY OF SCHERTZ GENERAL NOTES
1. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCES AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND PERMITS
2. ACCORDING TO FLOOD INSURANCE RATE MAP, PANEL 48029C0435G, DATED SEPTEMBER 29, 2010, IS LOCATED IN ZONE A AND IS WITHIN THE 100-YEAR FLOODPLAIN
3. DEVELOPMENT SHALL BE IN ACCORDANCE WITH FLOODPLAIN ORDINANCE IN EFFECT AT THE TIME OF CONSTRUCTION APPLICATION
4. ALL OPEN SPACE, COMMON AREAS, GREENBELTS, DRAINAGE EASEMENTS OR OTHER AREAS IDENTIFIED AS PRIVATE SHALL BE THE RESPONSIBILITY OF OWNER OR OWNERS SUCCESSORS AND OR ASSIGNS PROVIDED SUCH SUCCESSOR OR ASSIGNS IS APPROVED BY THE CITY
5. NUMBER OF BUILDABLE LOTS: 5

TXDOT
1. FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT OF WAY, THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ADEQUATE SET-BACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
2. MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "ACCESS MANAGEMENT MANUAL". THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM TOTAL OF 0 ACCESS POINT (S), ALONG INTERSTATE 10, BASED ON THE OVERALL PLATTED HIGHWAY FRONTAGE OF 449.08 LF.
3. IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT PRIOR TO CONSTRUCTION WITHIN STATE RIGHT-OF-WAY. LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT-OF-WAY SHALL BE DIRECTED BY TXDOT.

MULTIPLE PAGE
PLAT NOTES APPLY TO EVERY PAGE OF THIS MULTIPLE PAGE PLAT.

SAN ANTONIO RIVER AUTHORITY
SAN ANTONIO RIVER AUTHORITY IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR WASTEWATER COLLECTION AND TREATMENT FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "WASTEWATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, OPERATING, MAINTAINING, REMOVING AND INSPECTING WASTEWATER PIPELINES AND COLLECTION FACILITIES AND ALL NECESSARY ABOVE-GROUND OR BELOW-GROUND APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS AND THE RIGHT TO REMOVE FROM SAID LAND ALL TREES AND VEGETATION OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE FUNCTION OF SAID FACILITIES. NO STRUCTURES, CONCRETE SLABS OR WALLS MAY BE PLACED WITHIN SAID EASEMENT AREAS, AND SAN ANTONIO RIVER AUTHORITY SHALL HAVE THE RIGHT TO ENTER THE EASEMENT AREAS AND REMOVE SUCH STRUCTURES.

THE DEVELOPER DEDICATES THE WASTEWATER COLLECTION AND TREATMENT FACILITIES TO SAN ANTONIO RIVER AUTHORITY UPON DEVELOPER'S COMPLETION OF CONSTRUCTION AND ACCEPTANCE BY THE SAN ANTONIO RIVER AUTHORITY. THE SAN ANTONIO RIVER AUTHORITY WILL OWN AND MAINTAIN SAID FACILITIES, WHICH ARE LOCATED WITHIN THE PARTICULAR SUBDIVISION PLAT

ANY SAN ANTONIO RIVER AUTHORITY MONETARY LOSS RESULTING FROM MODIFICATIONS MADE TO SAN ANTONIO RIVER AUTHORITY INFRASTRUCTURE AND SERVICE FACILITIES LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.

WASTEWATER EDU NOTE
THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDUS) PAID FOR THE SUBDIVISION PLAT IS KEPT ON FILE AT THE SAN ANTONIO RIVER AUTHORITY UNDER THE PLAT NUMBER.

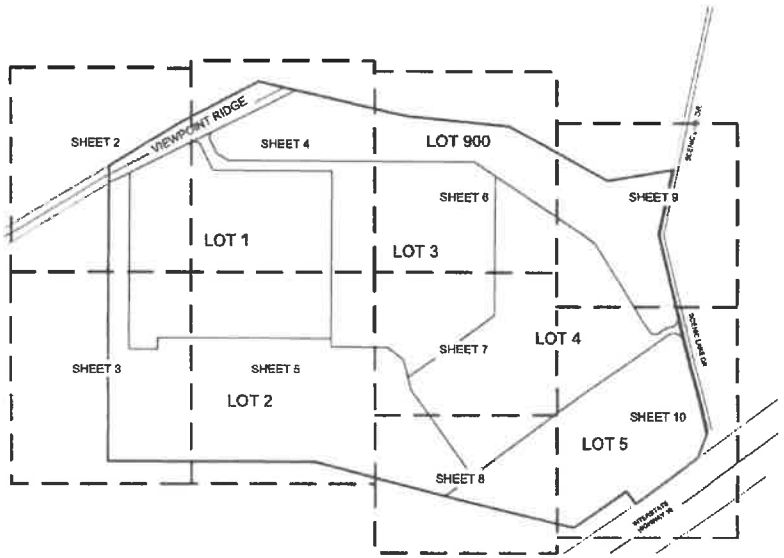
CPS/SAWS/UTILITY NOTES
1. CITY PUBLIC SERVICE BOARD (CPS ENERGY) AND SAN ANTONIO WATER SYSTEM (SAWS) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDINGS, STRUCTURES, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
2. ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.

SAWS DEDICATION
THE OWNER DEDICATES THE WATER MAINS TO THE SAN ANTONIO WATER SYSTEM UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE SAN ANTONIO WATER SYSTEM.

SAWS HIGH PRESSURE
A PORTION OF THE TRACT IS BELOW THE GROUND ELEVATION OF 643 FEET WHERE THE STATIC PRESSURE WILL NORMALLY EXCEED 80 PSI. AT ALL SUCH LOCATIONS, THE OWNER OR BUILDER SHALL INSTALL AT EACH LOT, ON THE CUSTOMER'S SIDE OF THE METER, AN APPROVED TYPE PRESSURE REGULATOR IN CONFORMANCE WITH THE PLUMBING CODE OF THE CITY OF SCHERTZ.

SAWS IMPACT FEE
WATER AND/OR WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO WATER METER SET AND/OR WASTEWATER SERVICE CONNECTION.

FIRE
INGRESS AND EGRESS SHALL BE PROVIDED BETWEEN ALL ADJACENT LOTS FOR ADEQUATE FIRE DEPARTMENT VEHICLE ACCESS PER THE CITY OF SCHERTZ FIRE PREVENTION CODE. ANY CROSS ACCESS SHALL NOT BE BLOCKED NOR MAY THIS NOTE BE REMOVED FROM THE PLAT WITHOUT WRITTEN PERMISSION FROM THE PUBLIC WORKS AND THE SCHERTZ FIRE DEPARTMENT FIRE MARSHAL.



INDEX MAP
N.T.S.

Kimley»Horn
10101 REUNION PLACE, STE 400
SAN ANTONIO, TX 78216
210.541.9166

STATE OF GEORGIA
COUNTY OF FULTON

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: CNLC AT INTERSTATE 10, LLC
LINDA BOOKER
1230 PEACHTREE STREET NE, SUITE 3560
ATALANTA, GA 30309

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LINDA BOOKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 2023.

_____
NOTARY PUBLIC, STATE OF TEXAS

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE REQUIREMENTS OF THE SUBDIVISION REGULATION OF THE CITY AS TO WHICH THIS APPROVAL IS REQUIRED.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CITY ENGINEER

THIS PLAT OF CORE5 LOGISTICS CENTER AT INTERSTATE 10 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, TEXAS AND HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CHAIRPERSON

BY: _____
SECRETARY

SUBDIVISION PLAT
ESTABLISHING

CORE5 LOGISTICS CENTER AT INTERSTATE 10

BEING A 164.784 ACRE TRACT, SITUATED IN THE LUKE BUST SURVEY NO. 37, ABSTRACT NO. 45, THE JEFFREY B. HILL SURVEY NO. 100, ABSTRACT NO. 308, THE ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT NO. 898, AND THE JOHN F. SHEPHERD SURVEY NO. 314, ABSTRACT NO. 678, SAME BEING ALL OF A 141.128 ACRES TRACT, AND A PORTION OF A 200.00 ACRE TRACT RECORDED IN DOCUMENT NUMBER 20100029566, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, ESTABLISHING LOTS 1-5,900 BLOCK 1, IN THE IN THE CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

DATE OF PREPARATION: May 18, 2023



VICINITY MAP

N.T.S.

KEY NOTE LEGEND

PROPOSED:

1. 14' ELEC, GAS, TELE, & CATV EASEMENT
2. IRREVOCABLE VARIABLE WIDTH INGRESS/EGRESS EASEMENT (DRAINAGE, GAS, ELEC, TV, CABLE)
3. 16' PUBLIC WATER EASEMENT
4. 16' PUBLIC SEWER EASEMENT
5. 28X28 PUBLIC SANITARY SEWER TURNAROUND EASEMENT
6. VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT
7. 90' PRIVATE DRAINAGE EASEMENT
8. 100' PRIVATE DRAINAGE EASEMENT
9. 18' PUBLIC SEWER EASEMENT
10. 16' PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 1
11. 16' PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 2

EXISTING:

1. 16' WATER EASEMENT VOL. 16948, PG. 2137
2. 16' WATER EASEMENT VOL. 16948, PG. 2174
3. 30' EASEMENT "PART A" CANYON REGIONAL WATER AUTHORITY VOL. 10443, PG. 1133
4. 30' EASEMENT "PART B" CANYON REGIONAL WATER AUTHORITY VOL. 10443, PG. 1133
5. CANYON REGIONAL WATER 0.75 ACRES VOL. 10443, PG. 358
6. 30' GAS LINE EASEMENT CITY OF SAN ANTONIO DOC# 20190031863
7. ANCHOR EASEMENT VOL. 15340, PG. 2234
8. 30' SANITARY SEWER EASEMENT VOL. 15817, PG. 2043
9. ALAMO SOIL CONSERVATION DISTRICT EASEMENT 111.00 ACRES VOL. 4725 PG. 66
10. 4.66 ACRES INUNDARON EASEMENT SAN ANTONIO RIVER AUTHORITY VOL. 12729, PG. 1113

SURVEYOR'S NOTES:
BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

BEN RUBY
LICENSED PROFESSIONAL ENGINEER
210.853.2661

STATE OF TEXAS
COUNTY OF COMAL

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY:

RICHARD A. GOODWIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4069
RGOODWIN@MSENGR.COM
830.228.4101
SHERWOOD SURVEYING & SUE
TBPELS FIRM #10044200
6477 FM 311, P.O. BOX 992
SPRING RANCH, TX 78070

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD SET
- CONTOUR LINES
- GAS, ELECTRIC, TELEPHONE, CABLE TV
- ROUND TXDOT TYPE 2 MONUMENTATION
- BOHP — BORE OF PLAT
- NCS — NEW CITY SHOCK
- ℄ — CENTERLINE
- VOL — VOLUME
- PG — PAGE
- AC — ACRES
- FLOODPLAIN LINE

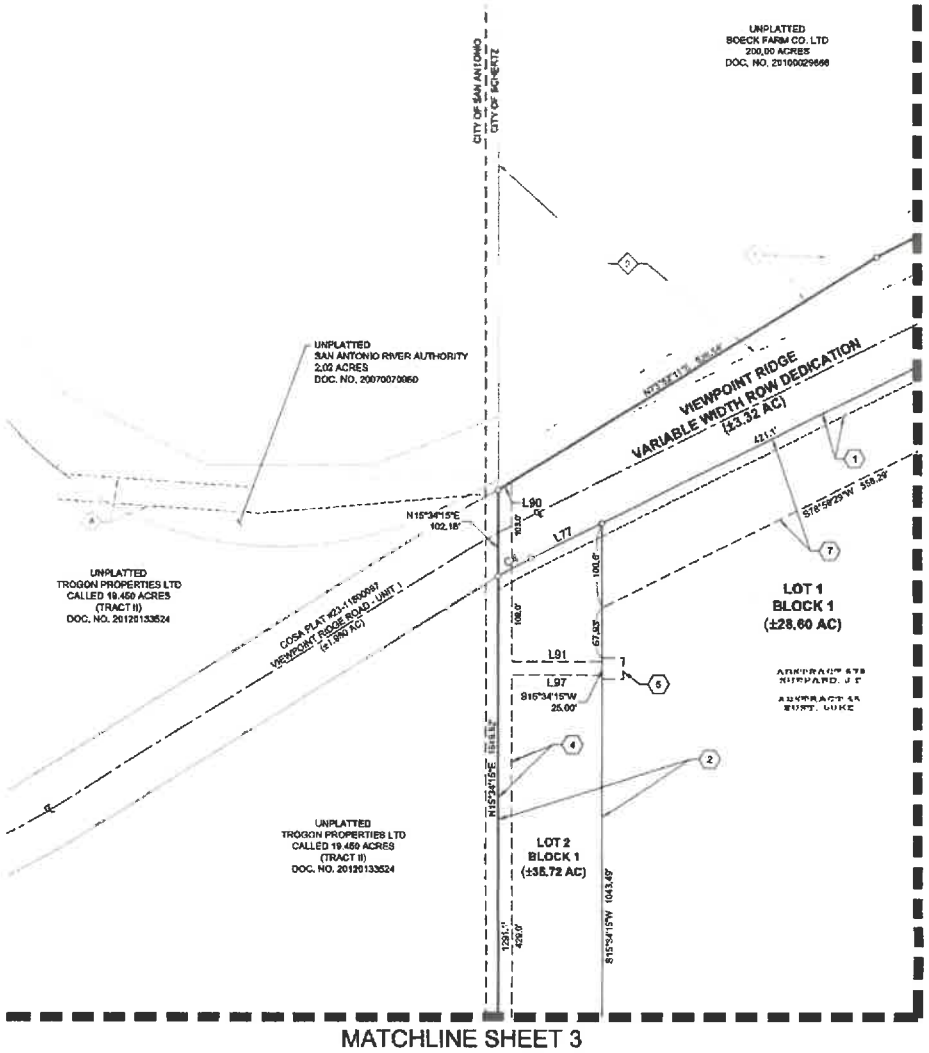
CPS/SAWS/UTILITY NOTES

1. CITY PUBLIC SERVICE BOARD (CPS ENERGY) AND SAN ANTONIO WATER SYSTEM (SAWS) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDINGS, STRUCTURES, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
2. ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.



INDEX MAP

N.T.S.



0 50 100 200
SCALE (1"=100')

Kimley»Horn
10101 REUNION PLACE, STE 400
SAN ANTONIO, TX 78216
210.541.9166

STATE OF GEORGIA
COUNTY OF FULTON

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: CSLC AT INTERSTATE 10, LLC
LINDA BOOKER
1230 PEACHTREE STREET NE, SUITE 3560
ATALANTA, GA 30309

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LINDA BOOKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ A.D. 2023.

NOTARY PUBLIC, STATE OF TEXAS

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE REQUIREMENTS OF THE SUBDIVISION REGULATION OF THE CITY AS TO WHICH THIS APPROVAL IS REQUIRED.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CITY ENGINEER

THIS PLAT OF CORE5 LOGISTICS CENTER AT INTERSTATE 10 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, TEXAS AND HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CHAIRPERSON

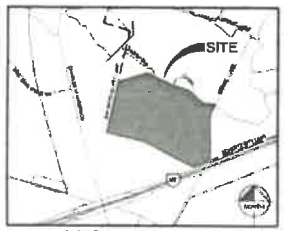
BY: _____
SECRETARY

SUBDIVISION PLAT
ESTABLISHING

CORE5 LOGISTICS CENTER AT INTERSTATE 10

BEING A 164.784 ACRE TRACT, SITUATED IN THE LUKE BUST SURVEY NO. 37, ABSTRACT NO. 45, THE JEFFREY B. HILL SURVEY NO. 103, ABSTRACT NO. 308, THE ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT NO. 828, AND THE JOHN F. SHEPHERD SURVEY NO. 314, ABSTRACT NO. 678, SAME BEING ALL OF A 141.128 ACRE TRACT, AND A PORTION OF A 200.00 ACRE TRACT RECORDED IN DOCUMENT NUMBER 20100029666, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, ESTABLISHING LOTS 1-3,900 BLOCK 1, IN THE IN THE CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

DATE OF PREPARATION: May 18, 2023



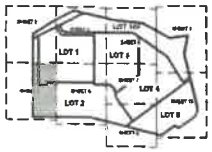
VICINITY MAP
N.T.S.

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD SET
- CONTOUR LINES
- ELECTRIC GAS, ELECTRIC, TELEPHONE, CABLE TV
- POWER POLE/TYPE 2 MONUMENTATION
- ROW RIGHT OF WAY
- NCB NEW CITY BLOCK
- ℄ CENTERLINE
- VOL VOLUME
- PG PAGE
- AC ACRES
- FLOODPLAIN LINE

CPS/SAWS/UTILITY NOTES

1. CITY PUBLIC SERVICE BOARD (CPS ENERGY) AND SAN ANTONIO WATER SYSTEM (SAWS) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDINGS, STRUCTURES, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
2. ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.



INDEX MAP
N.T.S.

KEY NOTE LEGEND

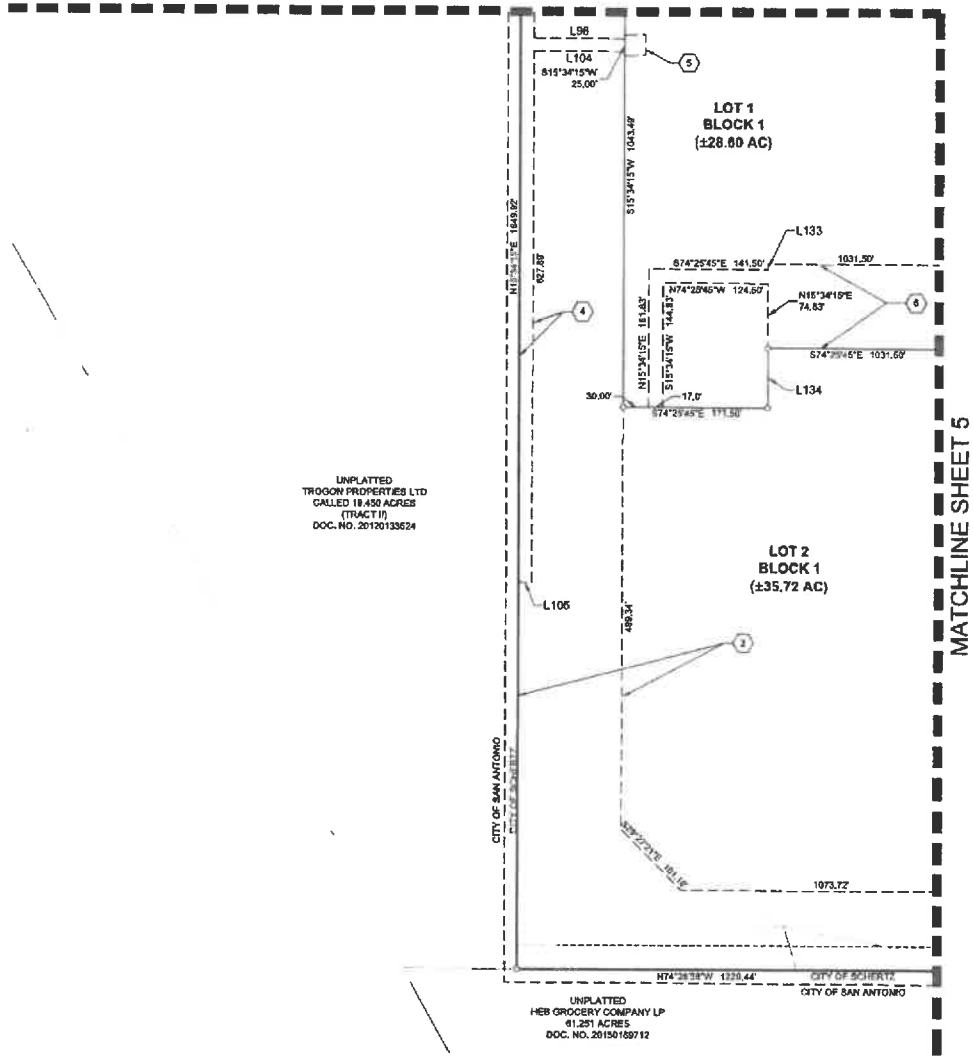
PROPOSED:

1. 14' ELEC, GAS, TELE, & CATV EASEMENT
2. IRREVOCABLE VARIABLE WIDTH INGRESS/EGRESS EASEMENT (DRAINAGE, GAS, ELEC, TV, CABLE)
3. 14' PUBLIC WATER EASEMENT
4. 16' PUBLIC SEWER EASEMENT
5. 25X25 PUBLIC SANITARY SEWER TURNAROUND EASEMENT
6. VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT
7. 90' PRIVATE DRAINAGE EASEMENT
8. 100' PRIVATE DRAINAGE EASEMENT
9. 18' PUBLIC SEWER EASEMENT
10. 18' PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 1
11. 14' PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 2

EXISTING:

1. 14' WATER EASEMENT VOL. 16968, PG. 2137
2. 16' WATER EASEMENT VOL. 16968, PG. 2176
3. 20' EASEMENT "PART A" CANYON REGIONAL WATER AUTHORITY VOL. 10443, PG. 1133
4. 30' EASEMENT "PART B" CANYON REGIONAL WATER AUTHORITY VOL. 10443, PG. 1133
5. CANYON REGIONAL WATER 0.75 ACRES VOL. 10443, PG. 358
6. 30' GAS LINE EASEMENT CITY OF SAN ANTONIO DOC# 20170031883
7. ANCHOR EASEMENT VOL. 18340, PG. 2234
8. 30' SANITARY SEWER EASEMENT VOL. 15817, PG. 2043
9. ALAMO SOIL CONSERVATION DISTRICT EASEMENT 111.00 ACRES VOL. 4725 PG. 64
10. 4.66 ACRES INUNDATION EASEMENT SAN ANTONIO RIVER AUTHORITY VOL. 13729, PG. 1113

MATCHLINE SHEET 2



MATCHLINE SHEET 5

0 50 100 200
SCALE (1"=100')

SURVEYOR'S NOTES:
BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

BEN RUBY
LICENSED PROFESSIONAL ENGINEER
210.853.2661

STATE OF TEXAS
COUNTY OF COMAL

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY:

RICHARD A. GOODWIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4069
RGOODWIN@FASENGR.COM
830.228.4101
SHERWOOD SURVEYING & SUE
TBPELS FIRM #10044200
6477 FM 311, P.O. BOX 992
SPRING RANCH, TX 78070

Kimley»Horn
10101 REUNION PLACE, STE 400
SAN ANTONIO, TX 78216
210.541.9166

STATE OF GEORGIA
COUNTY OF FULTON

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: CSLC ATINTERSTATE 10, LLC
LINDA BOOKER
1230 PEACHTREE STREET NE, SUITE 3560
ATALANTA, GA 30309

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LINDA BOOKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 2023.

NOTARY PUBLIC, STATE OF TEXAS

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE REQUIREMENTS OF THE SUBDIVISION REGULATION OF THE CITY AS TO WHICH THIS APPROVAL IS REQUIRED.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CITY ENGINEER

THIS PLAT OF CORE5 LOGISTICS CENTER AT INTERSTATE 10 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, TEXAS AND HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CHAIRPERSON

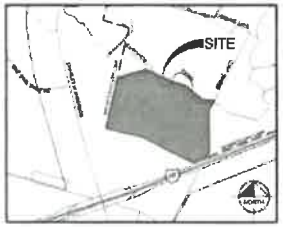
BY: _____
SECRETARY

SUBDIVISION PLAT
ESTABLISHING

CORE5 LOGISTICS CENTER AT INTERSTATE 10

BEING A 164.784 ACRE TRACT, SITUATED IN THE LUKE BUST SURVEY NO. 37, ABSTRACT NO. 45, THE JEFFREY B. HILL SURVEY NO. 100, ABSTRACT NO. 308, THE ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT NO. 828, AND THE JOHN F. SHEPHERD SURVEY NO. 314, ABSTRACT NO. 678, SAME BEING ALL OF A 141.128 ACRE TRACT, AND A PORTION OF A 200.00 ACRE TRACT RECORDED IN DOCUMENT NUMBER 20100029666, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, ESTABLISHING LOTS 1-5,900 BLOCK 1, IN THE IN THE CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

DATE OF PREPARATION: May 18, 2023



VICINITY MAP

N.T.S.

KEY NOTE LEGEND

PROPOSED:

1. 14' ELEC, GAS, TELE, & CATV EASEMENT
2. IRREVOCABLE VARIABLE WIDTH INGRESS/EGRESS EASEMENT (DRAINAGE, GAS, ELEC, TV, CABLE)
3. 16' PUBLIC WATER EASEMENT
4. 14' PUBLIC SEWER EASEMENT
5. 25X25 PUBLIC SANITARY SEWER TURNAROUND EASEMENT
6. VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT
7. 90' PRIVATE DRAINAGE EASEMENT
8. 100' PRIVATE DRAINAGE EASEMENT
9. 18' PUBLIC SEWER EASEMENT
10. 14' PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 1
11. 14' PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 2

EXISTING:

1. 16' WATER EASEMENT VOL. 16948, PG. 2137
2. 16' WATER EASEMENT VOL. 16948, PG. 2174
3. 30' EASEMENT "PART A" CANYON REGIONAL WATER AUTHORITY VOL. 10443, PG. 1133
4. 30' EASEMENT "PART B" CANYON REGIONAL WATER AUTHORITY VOL. 10443, PG. 1133
5. CANYON REGIONAL WATER 0.75 ACRES VOL. 10443, PG. 358
6. 30' GAS LINE EASEMENT CITY OF SAN ANTONIO DOC# 20190031883
7. ANCHOR EASEMENT VOL. 15340, PG. 2234
8. 30' SANITARY SEWER EASEMENT VOL. 15817, PG. 2043
9. ALAMO SOIL CONSERVATION DISTRICT EASEMENT 111.00 ACRES VOL. 4725 PG. 46
   4.66 ACRES INUNDATION EASEMENT SAN ANTONIO RIVER AUTHORITY VOL. 12729, PG. 1113

LEGEND

- ● 1/2" IRON ROD FOUND (UNLESS NOTED)
- ○ 1/2" IRON ROD SET
- ---- CONTOUR LINES

GAS/ELEC/TEL/TV/CABLE TV

- ▣ FOUND TXDOT TYPE II MONUMENTATION
- ROW RIGHT OF WAY
- RCB R/W CITY BLOCK
- ℄ CENTERLINE
- VOL VOLUME
- PG PAGE
- AC ACRES
- ^^ FLOODPLAIN LINE

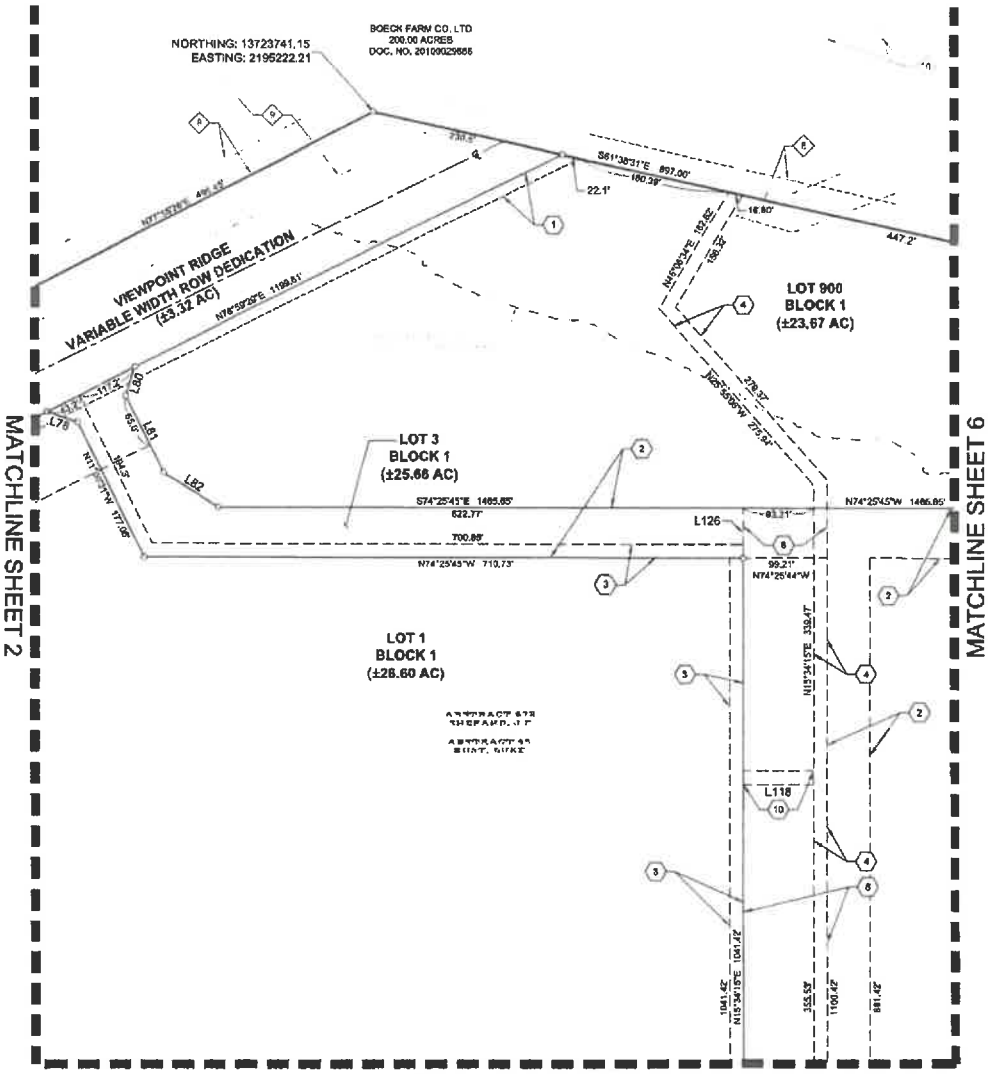
GPS/SAWS/UTILITY NOTES

1. CITY PUBLIC SERVICE BOARD (CPS ENERGY) AND SAN ANTONIO WATER SYSTEM (SAWS) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDINGS, STRUCTURES, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
2. ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.



INDEX MAP

N.T.S.



SURVEYOR'S NOTES:
BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

BEN RUBY
LICENSED PROFESSIONAL ENGINEER
210.853.2661

STATE OF TEXAS
COUNTY OF COMAL

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY:

RICHARD A. GOODWIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4069
RGOODWIN@SENGR.COM
830.228.4101
SHERWOOD SURVEYING & SUE
TBPELS FIRM # 10044200
6427 FM 311, P.O. BOX 992
SPRING RANCH, TX 78070

Kimley»Horn
10101 REUNION PLACE, STE 400
SAN ANTONIO, TX 78216
210.541.9166

STATE OF GEORGIA
COUNTY OF FULTON

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: CSLC AT INTERSTATE 10, LLC
LINDA BOOKER
1230 PEACHTREE STREET NE, SUITE 3560
ATALANTA, GA 30309

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LINDA BOOKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 2023.

NOTARY PUBLIC, STATE OF TEXAS

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE REQUIREMENTS OF THE SUBDIVISION REGULATION OF THE CITY AS TO WHICH THIS APPROVAL IS REQUIRED.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CITY ENGINEER

THIS PLAT OF CORE5 LOGISTICS CENTER AT INTERSTATE 10 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, TEXAS AND HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CHAIRPERSON

BY: _____
SECRETARY

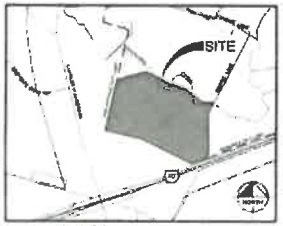
0 50 100 200
SCALE (1"=100')

SUBDIVISION PLAT
ESTABLISHING

CORE5 LOGISTICS CENTER AT INTERSTATE 10

BEING A 164.784 ACRE TRACT, SITUATED IN THE LUKE BUST SURVEY NO. 37, ABSTRACT NO. 45, THE JEFFREY B. HILL SURVEY NO. 103, ABSTRACT NO. 308, THE ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT NO. 826, AND THE JOHN F. SHEPHERD SURVEY NO. 314, ABSTRACT NO. 678, SAME BEING ALL OF A 141.128 ACRE TRACT, AND A PORTION OF A 200.00 ACRE TRACT RECORDED IN DOCUMENT NUMBER 20100029666, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, ESTABLISHING LOTS 1-5,900 BLOCK 1, IN THE ETJ IN THE CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

DATE OF PREPARATION: May 18, 2023



VICINITY MAP
N.T.S.

LEGEND

●	1/2" IRON ROD FOUND (UNLESS NOTED)
○	1/2" IRON ROD SET
----	CONTOUR LINES
DISTRICT	GAS, ELECTRIC, TELEPHONE, CABLE TV
⊡	FOUND DISTRICT TYPE 2 MONUMENTATION
ROW	RIGHT OF WAY
NCB	NEW CITY BLOCK
℄	CENTERLINE
VOL	VOLUME
PG	PAGE
AC	ACRES
∿∿	FLOODPLAIN LINE

CPS/SAWS/UTILITY NOTES

1. CITY PUBLIC SERVICE BOARD (CPS ENERGY) AND SAN ANTONIO WATER SYSTEM (SAWS) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDINGS, STRUCTURES, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
2. ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.



INDEX MAP
N.T.S.

MATCHLINE SHEET 4

MATCHLINE SHEET 3

MATCHLINE SHEET 7

MATCHLINE SHEET 8

LOT 1
BLOCK 1
(±28.60 AC)

LOT 2
BLOCK 1
(±35.72 AC)

LOT 3
BLOCK 1
(±25.66 AC)

L117

1041.4'
S15°34'15"W 1026.42'

225.79'

1100.4'

891.4'

S74°25'45"E
25.00'

S29°25'45"E 128.21'

S15°34'15"W 148.66'

1031.50'

N74°25'45"W 1031.50'

60.00'

339.02'

83.21'

N74°25'45"W 333.44'

L84

1073.72'

737.99'

N74°28'34"W 1228.44'

S60°27'11"E 1941.5'

1,797.77'

CITY OF SCHERTZ
CITY OF SAN ANTONIO

UNPLATTED
HEB GROCERY COMPANY LP
61.251 ACRES
DOC. NO. 20150169712

KEY NOTE LEGEND

PROPOSED:

1. 14' ELEC., GAS, TELE, & CATV EASEMENT
2. IRREVOCABLE VARIABLE WIDTH INGRESS/EGRESS EASEMENT (DRAINAGE, GAS, ELEC, TV, CABLE)
3. 14' PUBLIC WATER EASEMENT
4. 16' PUBLIC SEWER EASEMENT
5. 25'X25 PUBLIC SANITARY SEWER TURNAROUND EASEMENT
6. VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT
7. 90' PRIVATE DRAINAGE EASEMENT
8. 100' PRIVATE DRAINAGE EASEMENT
9. 18' PUBLIC SEWER EASEMENT
10. 14' PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 1
11. 14' PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 2

EXISTING:

1. 14' WATER EASEMENT VOL. 16968, PG. 2137
2. 14' WATER EASEMENT VOL. 16968, PG. 2176
3. 20' EASEMENT "PART A" CANYON REGIONAL WATER AUTHORITY VOL. 10443, PG. 1133
4. 30' EASEMENT "PART B" CANYON REGIONAL WATER AUTHORITY VOL. 10443, PG. 1133
5. CANYON REGIONAL WATER 0.76 ACRES VOL. 10443, PG. 358
6. 30' GAS LINE EASEMENT CITY OF SAN ANTONIO DOC# 20190031883
7. ANCHOR EASEMENT VOL. 16340, PG. 2234
8. 30' SANITARY SEWER EASEMENT VOL. 15817, PG. 2043
9. ALAMO SOIL CONSERVATION DISTRICT EASEMENT 111.00 ACRES VOL. 4725 PG. 46
10. 4.56 ACRES INNUNDATION EASEMENT SAN ANTONIO RIVER AUTHORITY VOL. 12729, PG. 1118

SURVEYOR'S NOTES:
BASIS OF BEARINGS IS NAD83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

BEN RUBY
LICENSED PROFESSIONAL ENGINEER
210.853.2661

STATE OF TEXAS
COUNTY OF COMAL

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY:

RICHARD A. GOODWIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4049
RGOODWIN@MSENGR.COM
830.228.4101
SHERWOOD SURVEYING & SUE
TBPELS FIRM #10044200
6477 FM 311, P.O. BOX 992
SPRING RANCH, TX 78070

Kimley»Horn
10101 REUNION PLACE, STE 400
SAN ANTONIO, TX 78216
210.541.9166

STATE OF GEORGIA
COUNTY OF FULTON

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: CSLC AT INTERSTATE 10, LLC
LINDA BOOKER
1230 PEACHTREE STREET NE, SUITE 3560
ATALANTA, GA 30309

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LINDA BOOKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 2023.

NOTARY PUBLIC, STATE OF TEXAS

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE REQUIREMENTS OF THE SUBDIVISION REGULATION OF THE CITY AS TO WHICH THIS APPROVAL IS REQUIRED.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CITY ENGINEER

THIS PLAT OF CORE5 LOGISTICS CENTER AT INTERSTATE 10 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, TEXAS AND HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CHAIRPERSON

BY: _____
SECRETARY

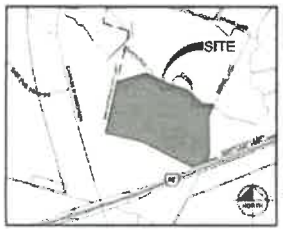
0 50 100 200
SCALE (1"=100')

SUBDIVISION PLAT
ESTABLISHING

CORE5 LOGISTICS CENTER AT INTERSTATE 10

BEING A 164.784 ACRE TRACT, SITUATED IN THE LUKE BEST SURVEY NO. 37, ABSTRACT NO. 45, THE JEFFREY B. HILL SURVEY NO. 103, ABSTRACT NO. 308, THE ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT NO. 928, AND THE JOHN F. SHEPHERD SURVEY NO. 314, ABSTRACT NO. 678, SAME BEING ALL OF A 141.128 ACRE TRACT, AND A PORTION OF A 200.00 ACRE TRACT RECORDED IN DOCUMENT NUMBER 20100029666, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, ESTABLISHING LOTS 1-5,900 BLOCK 1, IN THE IN THE CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

DATE OF PREPARATION: May 18, 2023



VICINITY MAP
N.T.S.

LEGEND
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD SET
- CONTOUR LINES
- OHP/CTV O.H.L. ELECTRIC, TELEPHONE, CABLE TV
- FOUND TXDOT TYPE II MONUMENTATION
- ROW RIGHT OF WAY
- NCB NEW CITY BLOCK
- ℄ CENTERLINE
- VOL VOLUME
- PG PAGE
- AC ACRES
- FLOODPLAIN LINE

CPS/SAWS/UTILITY NOTES

1. CITY PUBLIC SERVICE BOARD (CPS ENERGY) AND SAN ANTONIO WATER SYSTEM (SAWS) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDINGS, STRUCTURES, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
2. ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.

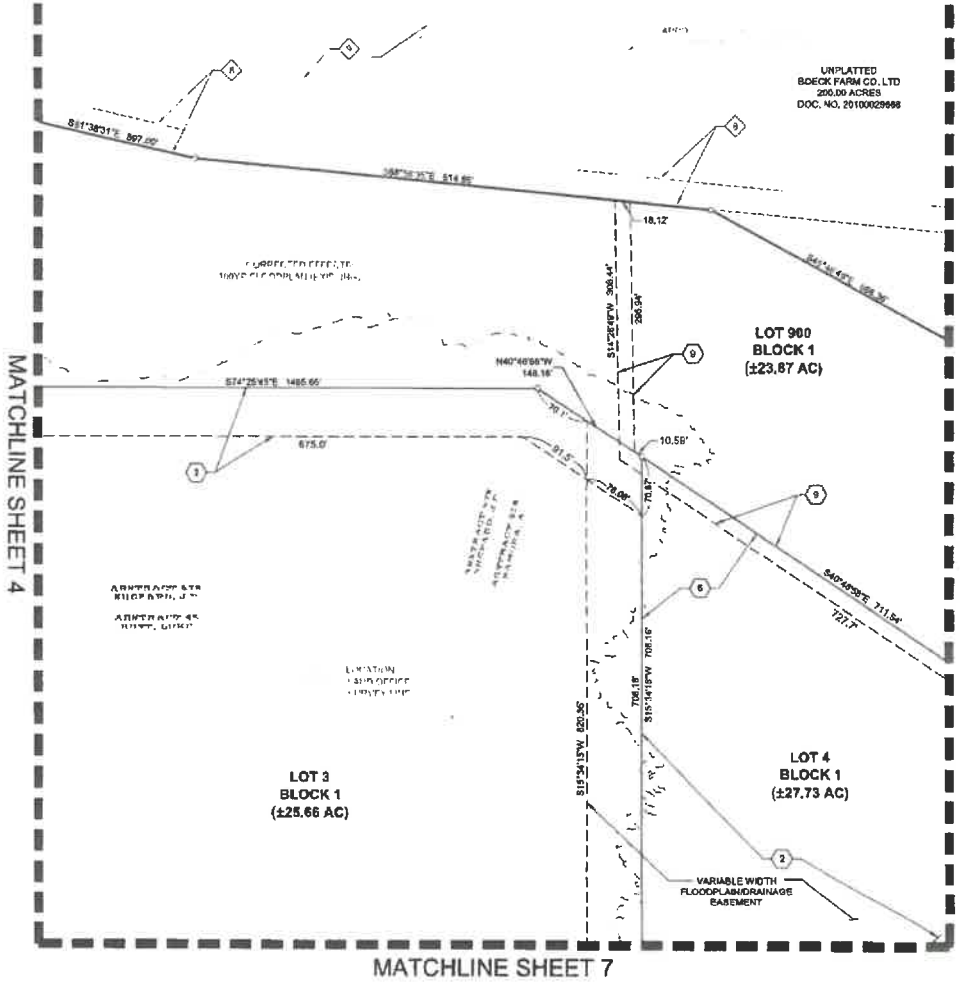


INDEX MAP
N.T.S.

KEY NOTE LEGEND

PROPOSED:
1. 14' ELEC., GAS, TELE, & CATV EASEMENT
2. IRREVOCABLE VARIABLE WIDTH INGRESS/EGRESS EASEMENT (DRAINAGE, GAS, ELEC, TV, CABLE)
3. 16' PUBLIC WATER EASEMENT
4. 16' PUBLIC SEWER EASEMENT
5. 25X25 PUBLIC SANITARY SEWER TURNAROUND EASEMENT
6. VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT
7. 90' PRIVATE DRAINAGE EASEMENT
8. 100' PRIVATE DRAINAGE EASEMENT
9. 18' PUBLIC SEWER EASEMENT
10. 16' PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 1
11. 16' PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 2

EXISTING:
1. 14' WATER EASEMENT VOL. 16948, PG. 2137
2. 14' WATER EASEMENT VOL. 16948, PG. 2176
3. 30' EASEMENT "PART A" CANYON REGIONAL WATER AUTHORITY VOL. 10443, PG. 1133
4. 30' EASEMENT "PART B" CANYON REGIONAL WATER AUTHORITY VOL. 10443, PG. 1133
5. CANYON REGIONAL WATER 0.75 ACRES VOL. 10443, PG. 158
6. 30' GAS LINE EASEMENT CITY OF SAN ANTONIO DOC# 20190031883
7. ANCHOR EASEMENT VOL. 16340, PG. 2234
8. 30' SANITARY SEWER EASEMENT VOL. 15817, PG. 2043
9. ALAMO SOIL CONSERVATION DISTRICT EASEMENT 111.00 ACRES VOL. 4725 PG. 66
10. 4.66 ACRES INUNDATION EASEMENT SAN ANTONIO RIVER AUTHORITY VOL. 13729, PG. 1913



0 50 100 200
SCALE (1"=100')

SURVEYOR'S NOTES:
BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

BEN RUBY
LICENSED PROFESSIONAL ENGINEER
210.853.2661

STATE OF TEXAS
COUNTY OF COMAL

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY:

RICHARD A. GOODWIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4069
RGOODWIN@MSENGR.COM
830.228.4101
SHERWOOD SURVEYING & SUE
TBPELS FIRM #10044200
6477 FM 311, P.O. BOX 992
SPRING RANCH, TX 78070

Kimley»Horn
10101 REUNION PLACE, STE 400
SAN ANTONIO, TX 78216
210.541.9166

STATE OF GEORGIA
COUNTY OF FULTON

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: CSLC AT INTERSTATE 10, LLC
LINDA BOOKER
1230 PEACHTREE STREET NE, SUITE 3560
ATALANTA, GA 30309

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LINDA BOOKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 2023.

NOTARY PUBLIC, STATE OF TEXAS

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE REQUIREMENTS OF THE SUBDIVISION REGULATION OF THE CITY AS TO WHICH THIS APPROVAL IS REQUIRED.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CITY ENGINEER

THIS PLAT OF CORE5 LOGISTICS CENTER AT INTERSTATE 10 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, TEXAS AND HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CHAIRPERSON

BY: _____
SECRETARY

SUBDIVISION PLAT
ESTABLISHING

CORE5 LOGISTICS CENTER AT INTERSTATE 10

BEING A 164.784 ACRE TRACT, SITUATED IN THE LUKE TRUST SURVEY NO. 37, ABSTRACT NO. 45, THE JEFFREY B. HILL SURVEY NO. 103, ABSTRACT NO. 306, THE ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT NO. 826, AND THE JOHN F. SHEPHERD SURVEY NO. 314, ABSTRACT NO. 678, SAME BEING ALL OF A 141.128 ACRE TRACT, AND A PORTION OF A 200.00 ACRE TRACT RECORDED IN DOCUMENT NUMBER 20100029666, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, ESTABLISHING LOTS 1-5,900 BLOCK 1, IN THE IN THE CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

DATE OF PREPARATION: May 18, 2023



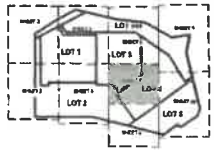
VICINITY MAP
N.T.S.

LEGEND

●	1/2" IRON ROD FOUND (UNLESS NOTED)
○	1/2" IRON ROD SET
----	CONTOUR LINES
GAS/CTV	GAS, ELECTRIC, TELEPHONE, CABLE TV
⊡	FOUND TXDOT TYPE 2 MONUMENTATION
ROW	RIGHT OF WAY
NCB	NEW CITY BLOCK
℄	CENTERLINE
VOL	VOLUME
PG	PAGE
AC	ACRES
∿∿	FLOODPLAIN LINE

GPS/SAWS/UTILITY NOTES

1. CITY PUBLIC SERVICE BOARD (CPS ENERGY) AND SAN ANTONIO WATER SYSTEM (SAWS) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, GAS AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDINGS, STRUCTURES, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
2. ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.



INDEX MAP
N.T.S.

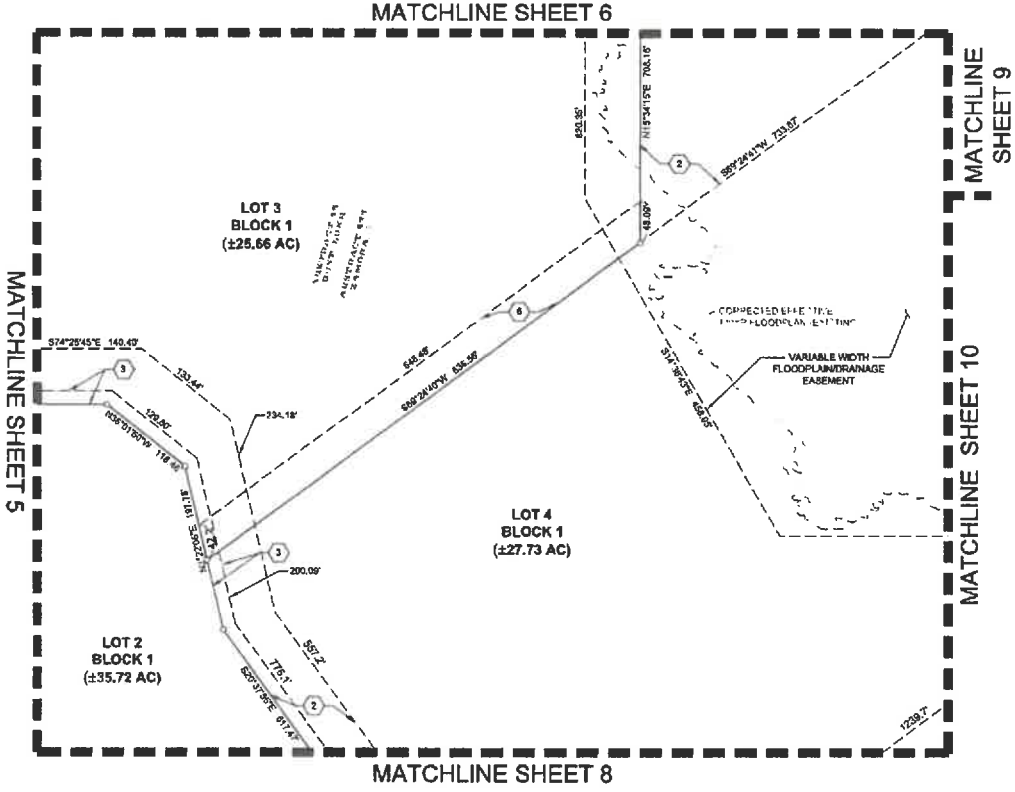
KEY NOTE LEGEND

PROPOSED:

1. 14' ELEC, GAS, TELE, & CATV EASEMENT
2. IRREVOCABLE VARIABLE WIDTH INGRESS/EGRESS EASEMENT (DRAINAGE, GAS, ELEC, TV, CABLE)
3. 16' PUBLIC WATER EASEMENT
4. 14' PUBLIC SEWER EASEMENT
5. 25X25 PUBLIC SANITARY SEWER TURNAROUND EASEMENT
6. VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT
7. 90' PRIVATE DRAINAGE EASEMENT
8. 100' PRIVATE DRAINAGE EASEMENT
9. 18' PUBLIC SEWER EASEMENT
10. 14' PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 1
11. 14' PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 2

EXISTING:

1. 14' WATER EASEMENT VOL. 16968, PG. 2137
2. 16' WATER EASEMENT VOL. 16968, PG. 2176
1. 30' EASEMENT "PART A" CANYON REGIONAL WATER AUTHORITY VOL. 10443, PG. 1133
4. 30' EASEMENT "PART B" CANYON REGIONAL WATER AUTHORITY VOL. 10443, PG. 1133
5. CANYON REGIONAL WATER 0.75 ACRES VOL. 10443, PG. 358
6. 30' GAS LINE EASEMENT CITY OF SAN ANTONIO DOC# 20190051883
7. ANCHOR EASEMENT VOL. 18340, PG. 2234
9. 30' SANITARY SEWER EASEMENT VOL. 15817, PG. 2043
9. ALAMO SOIL CONSERVATION DISTRICT EASEMENT 111.00 ACRES VOL. 4725 PG. 66 4.66 ACRES
10. INUNDATION EASEMENT SAN ANTONIO RIVER AUTHORITY VOL. 13729, PG. 1113



SURVEYOR'S NOTES:
BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

BEN RUBY
LICENSED PROFESSIONAL ENGINEER
210.853.2661

STATE OF TEXAS
COUNTY OF COMAL

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY:

RICHARD A. GOODWIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4069
RGOODWIN@MSENGR.COM
830.228.4401
SHERWOOD SURVEYING & SUE
TBPELS FIRM # 10044200
6477 FM 311, P.O. BOX 992
SPRING RANCH, TX 78070

Kimley»Horn
10101 REUNION PLACE, STE 400
SAN ANTONIO, TX 78216
210.541.9166

STATE OF GEORGIA
COUNTY OF FULTON

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: C&LC AT INTERSTATE 10, LLC
LINDA BOOKER
1230 PEACHTREE STREET NE, SUITE 3560
ATALANTA, GA 30309

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LINDA BOOKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 2023.

NOTARY PUBLIC, STATE OF TEXAS

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE REQUIREMENTS OF THE SUBDIVISION REGULATION OF THE CITY AS TO WHICH THIS APPROVAL IS REQUIRED.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CITY ENGINEER

THIS PLAT OF CORE5 LOGISTICS CENTER AT INTERSTATE 10 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, TEXAS AND HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CHAIRPERSON

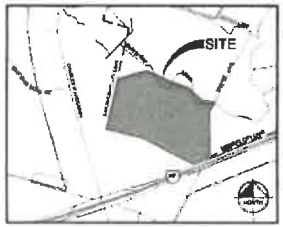
BY: _____
SECRETARY

SUBDIVISION PLAT
ESTABLISHING

CORE5 LOGISTICS CENTER AT INTERSTATE 10

BEING A 164.784 ACRE TRACT, SITUATED IN THE LUCE EUST SURVEY NO. 37, ABSTRACT NO. 45, THE JEFFREY B. HILL SURVEY NO. 103, ABSTRACT NO. 308, THE ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT NO. 828, AND THE JOHN F. SHEPHERD SURVEY NO. 314, ABSTRACT NO. 678, SAME BEING ALL OF A 141.126 ACRE TRACT, AND A PORTION OF A 200.00 ACRE TRACT RECORDED IN DOCUMENT NUMBER 20100029666, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, ESTABLISHING LOTS 1-3,900 BLOCK 1, IN THE IN THE CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

DATE OF PREPARATION: May 18, 2023



VICINITY MAP

N.T.S.

KEY NOTE LEGEND

PROPOSED:

1. 14' ELEC, GAS, TELE, & CATV EASEMENT
2. IRREVOCABLE VARIABLE WIDTH INGRESS/EGRESS EASEMENT (DRAINAGE, GAS, ELEC, TV, CABLE)
3. 16' PUBLIC WATER EASEMENT
4. 16' PUBLIC SEWER EASEMENT
5. 25'X25' PUBLIC SANITARY SEWER TURNAROUND EASEMENT
6. VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT
7. 50' PRIVATE DRAINAGE EASEMENT
8. 100' PRIVATE DRAINAGE EASEMENT
9. 18' PUBLIC SEWER EASEMENT
10. 14' PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 1
11. 14' PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 2

EXISTING:

1. 14' WATER EASEMENT VOL. 16968, PG. 2137
2. 14' WATER EASEMENT VOL. 16968, PG. 2178
3. 30' EASEMENT "PART A" CANYON REGIONAL WATER AUTHORITY VOL. 10443, PG. 1133
4. 30' EASEMENT "PART B" CANYON REGIONAL WATER AUTHORITY VOL. 10443, PG. 1135
   CANYON REGIONAL WATER 0.75 ACRES VOL. 10443, PG. 358
5. 30' GAS LINE EASEMENT CITY OF SAN ANTONIO DOC# 20190031883
6. ANCHOR EASEMENT VOL. 15340, PG. 2234
7. 30' SANITARY SEWER EASEMENT VOL. 15817, PG. 2043
   ALAMO SOIL CONSERVATION DISTRICT EASEMENT 111.00 ACRES VOL. 4725 PG. 66
   4.86 ACRES
   INUNDATION EASEMENT SAN ANTONIO RIVER AUTHORITY VOL. 12729, PG. 1113

SURVEYOR'S NOTES:
BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

BEN RUBY
LICENSED PROFESSIONAL ENGINEER
210.853.2661

STATE OF TEXAS
COUNTY OF COMAL

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY:

RICHARD A. GOODWIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4069
RGOODWIN@MSENGR.COM
830.228.4101
SHERWOOD SURVEYING & SUE
TBPELS FIRM #10044200
6477 FM 311, P.O. BOX 992
SPRING BRANCH, TX 78070

LEGEND

●	1/2" IRON ROD FOUND (UNLESS NOTED)
○	1/2" IRON ROD SET
----	CONTOUR LINES
OHTV/TV	GAS, ELECTRIC, TELEPHONE, CABLE TV
⊡	FOUND TXDOT TYPE II MONUMENTATION
ROW	RIGHT OF WAY
NCB	NEW CITY BLOCK
℄	CENTERLINE
VOL	VOLUME
PG	PAGE
AC	ACRES
~~	FLOODPLAIN LINE

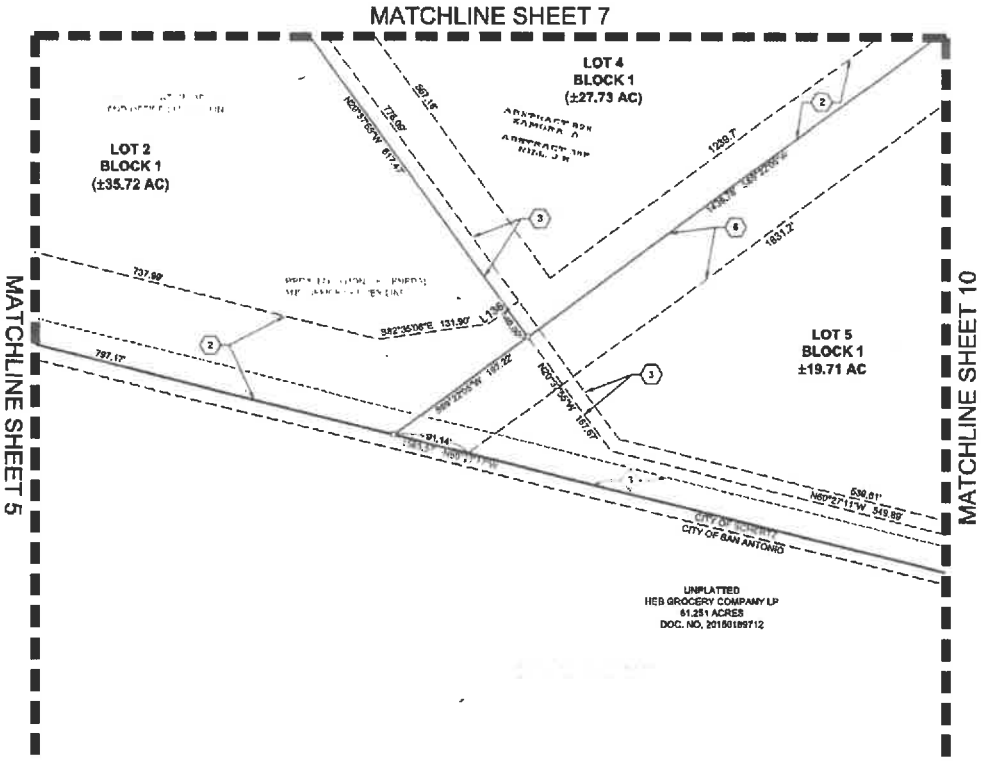
CPS/SAWS/UTILITY NOTES

1. CITY PUBLIC SERVICE BOARD (CPS ENERGY) AND SAN ANTONIO WATER SYSTEM (SAWS) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDINGS, STRUCTURES, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
2. ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.



INDEX MAP

N.T.S.



0 50 100 200

SCALE (1"=100')

Kimley»Horn

10101 REUNION PLACE, STE 400
SAN ANTONIO, TX 78216
210.541.9166

STATE OF GEORGIA
COUNTY OF FULTON

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: CSLC AT INTERSTATE 10, LLC
LINDA BOOKER
1230 PEACHTREE STREET NE, SUITE 3560
ATALANTA, GA 30309

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LINDA BOOKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 2023.

NOTARY PUBLIC, STATE OF TEXAS

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE REQUIREMENTS OF THE SUBDIVISION REGULATION OF THE CITY AS TO WHICH THIS APPROVAL IS REQUIRED.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CITY ENGINEER

THIS PLAT OF CORE5 LOGISTICS CENTER AT INTERSTATE 10 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, TEXAS AND HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CHAIRPERSON

BY: _____
SECRETARY

SUBDIVISION PLAT
ESTABLISHING

CORE5 LOGISTICS CENTER AT INTERSTATE 10

BEING A 164.784 ACRE TRACT, SITUATED IN THE LUKE BUST SURVEY NO. 37, ABSTRACT NO. 45, THE JEFFREY B. HILL SURVEY NO. 103, ABSTRACT NO. 308, THE ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT NO. 828, AND THE JOHN F. SHEPHERD SURVEY NO. 314, ABSTRACT NO. 678, SAME BEING ALL OF A 141.128 ACRE TRACT, AND A PORTION OF A 202.00 ACRE TRACT RECORDED IN DOCUMENT NUMBER 20100029646, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, ESTABLISHING LOTS 1-5,900 BLOCK 1, IN THE IN THE CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

DATE OF PREPARATION: May 18, 2023



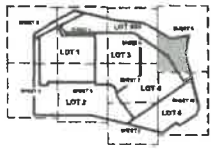
VICINITY MAP
N.T.S.

LEGEND

●	1/2" IRON ROD FOUND (UNLESS NOTED)
○	1/2" IRON ROD SET
----	CONTOUR LINES
GE/CTV	GAS, ELECTRIC, TELEPHONE, CABLE TV
⊡	POUND TXDOT TYPE 3 MONUMENTATION
ROW	RIGHT OF WAY
NCB	NEW CITY BLOCK
℄	CENTERLINE
VOL	VOLUME
PG	PAGE
AC	ACRES
FLOODPLAIN LINE	

CPS/SAWS/UTILITY NOTES

1. CITY PUBLIC SERVICE BOARD (CPS ENERGY) AND SAN ANTONIO WATER SYSTEM (SAWS) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE, CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDINGS, STRUCTURES, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
2. ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.



INDEX MAP
N.T.S.

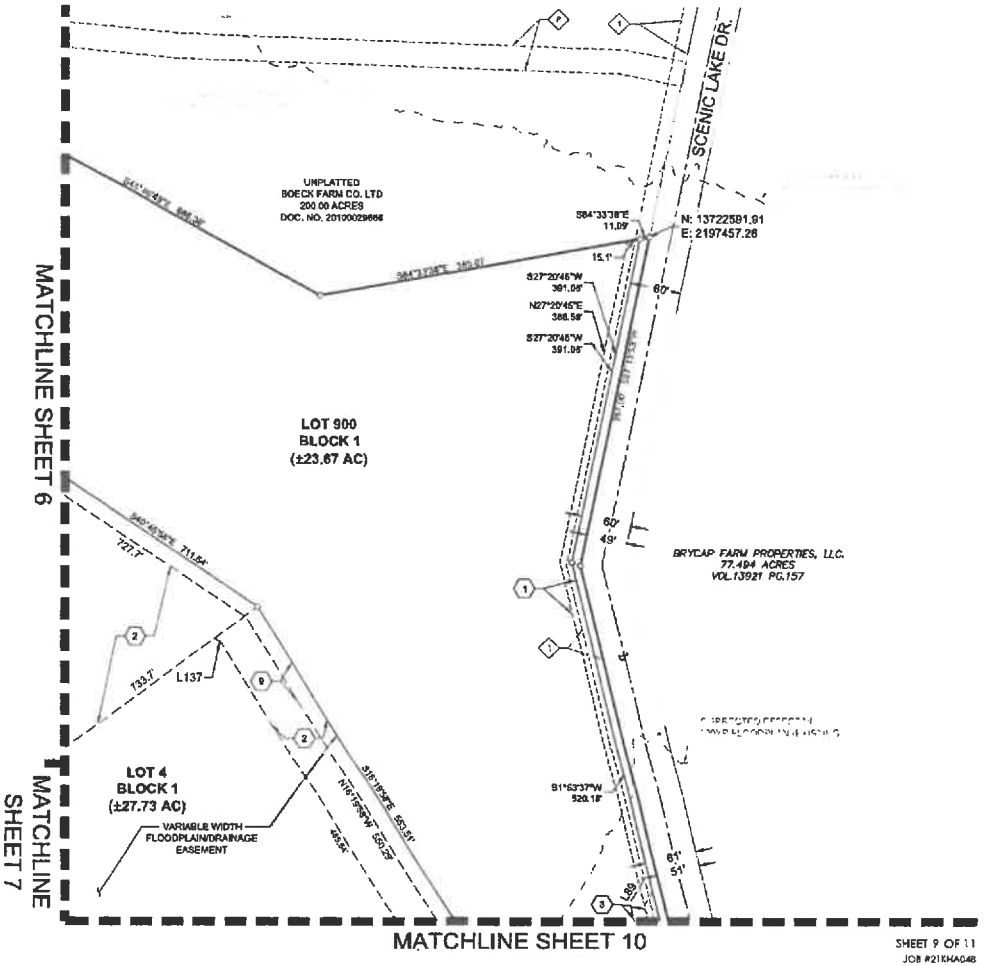
KEY NOTE LEGEND

PROPOSED:

1. 14' ELEC, GAS, TELE, & CATV EASEMENT
2. IRREVOCABLE VARIABLE WIDTH INGRESS/EGRESS EASEMENT (DRAINAGE, GAS, ELEC, TV, CABLE)
3. 16' PUBLIC WATER EASEMENT
4. 14' PUBLIC SEWER EASEMENT
5. 25X25 PUBLIC SANITARY SEWER TURNAROUND EASEMENT
6. VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT
7. 90' PRIVATE DRAINAGE EASEMENT
8. 100' PRIVATE DRAINAGE EASEMENT
9. 15' PUBLIC SEWER EASEMENT
10. 14' PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 1
11. 14' PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 2

EXISTING:

1. 16' WATER EASEMENT VOL. 16968, PG. 2137
2. 16' WATER EASEMENT VOL. 16968, PG. 2176
3. 30' EASEMENT "PART A" CANYON REGIONAL WATER AUTHORITY VOL. 10443, PG. 1133
4. 30' EASEMENT "PART B" CANYON REGIONAL WATER AUTHORITY VOL. 10443, PG. 1133
5. CANYON REGIONAL WATER 0.75 ACRES VOL. 10443, PG. 358
6. 30' GAS LINE EASEMENT CITY OF SAN ANTONIO DOC# 20190031883
7. ANCHOR EASEMENT VOL. 18340, PG. 2234
8. 30' SANITARY SEWER EASEMENT VOL. 16817, PG. 2043
9. ALAMO SOIL CONSERVATION DISTRICT EASEMENT 111.00 ACRES VOL. 4735 PG. 46
10. 4.56 ACRES INUNDATION EASEMENT SAN ANTONIO RIVER AUTHORITY VOL. 12729, PG. 1113



0 50 100 200
SCALE (1"=100')

SURVEYOR'S NOTES:
BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

BEN RUBY
LICENSED PROFESSIONAL ENGINEER
210.853.2661

STATE OF TEXAS
COUNTY OF COMAL

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY:

RICHARD A. GOODWIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4069
RGOODWIN@MSENGR.COM
830.228.4101
SHERWOOD SURVEYING & SUE
TBPELS FIRM #10044200
6477 FM 311, P.O. BOX 992
SPRING RANCH, TX 78070

Kimley»Horn

10101 REUNION PLACE, STE 400
SAN ANTONIO, TX 78216
210.541.9166

STATE OF GEORGIA
COUNTY OF FULTON

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: _____
C.S.C. AT INTERSTATE 10, LLC
LINDA BOOKER
1230 PEACHTREE STREET NE, SUITE 3560
ATALANTA, GA 30309

STATE OF GEORGIA,
COUNTY OF FULTON

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LINDA BOOKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 2023.

_____
NOTARY PUBLIC, STATE OF TEXAS

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE REQUIREMENTS OF THE SUBDIVISION REGULATION OF THE CITY AS TO WHICH THIS APPROVAL IS REQUIRED.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CITY ENGINEER

THIS PLAT OF CORE5 LOGISTICS CENTER AT INTERSTATE 10 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, TEXAS AND HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CHAIRPERSON

BY: _____
SECRETARY

SUBDIVISION PLAT
ESTABLISHING

CORE5 LOGISTICS CENTER AT INTERSTATE 10

BEING A 164.754 ACRE TRACT, SITUATED IN THE LUKE BUST SURVEY NO. 37, ABSTRACT NO. 45, THE JEFFREY B. HILL SURVEY NO. 100, ABSTRACT NO. 306, THE ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT NO. 826, AND THE JOHN F. SHEPHERD SURVEY NO. 314, ABSTRACT NO. 678, SAME BEING ALL OF A 141.128 ACRE TRACT, AND A PORTION OF A 200.00 ACRE TRACT RECORDED IN DOCUMENT NUMBER 20100029666, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, ESTABLISHING LOTS 1-5,900 BLOCK 1, IN THE IN THE CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

DATE OF PREPARATION: May 18, 2023

JOB #21KHA048



VICINITY MAP
N.T.S.

LEGEND

●	1/2"IRON ROD FOUND (UNLESS NOTED)
○	1/2"IRON ROD SET
----	CONTOUR LINES
ELECTRIC	GAS, ELECTRIC, TELEPHONE, CABLE TV
⊡	FOUND TXDOT TYPE II MONUMENTATION
ROW	RIGHT OF WAY
MCB	NEW CITY BLOCK
℄	CENTERLINE
VOL	VOLUME
PG	PAGE
AC	ACRES
~~	FLOODPLAIN LINE

KEY NOTE LEGEND

PROPOSED:

1. 14' ELEC. GAS, TELE. & CATV EASEMENT
2. IRREVOCABLE VARIABLE WIDTH INGRESS/EGRESS EASEMENT (DRAINAGE, GAS, ELEC, TV, CABLE)
3. 16' PUBLIC WATER EASEMENT
4. 14' PUBLIC SEWER EASEMENT
5. 25X25 PUBLIC SANITARY SEWER TURNAROUND EASEMENT
6. VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT
7. 90' PRIVATE DRAINAGE EASEMENT
8. 100' PRIVATE DRAINAGE EASEMENT
9. 16' PUBLIC SEWER EASEMENT
10. 14' PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 1
11. 14' PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 2

EXISTING:

1. 16' WATER EASEMENT VOL. 16768, PG. 2137
2. 16' WATER EASEMENT VOL. 16768, PG. 2176
3. 30' EASEMENT "PART A" CANYON REGIONAL WATER AUTHORITY VOL. 10443, PG. 1133
4. 30' EASEMENT "PART B" CANYON REGIONAL WATER AUTHORITY VOL. 10443, PG. 1133
5. CANYON REGIONAL WATER 0.75 ACRES VOL. 10443, PG. 368
6. 30' GAS LINE EASEMENT CITY OF SAN ANTONIO DOC# 20190031883
7. ANCHOR EASEMENT VOL. 15340, PG. 2234
8. 30' SANITARY SEWER EASEMENT VOL. 15817, PG. 2043
9. ALAMO SOIL CONSERVATION DISTRICT EASEMENT 111.00 ACRES VOL. 4726 PG. 64
10. 4.54 ACRES INUNDATION EASEMENT SAN ANTONIO RIVER AUTHORITY VOL. 12729, PG. 1113

SURVEYOR'S NOTES:
BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERARION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

BEN RUBY
LICENSED PROFESSIONAL ENGINEER
210.853.2661

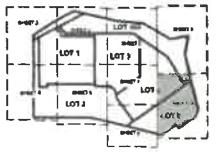
STATE OF TEXAS
COUNTY OF COMAL

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY:

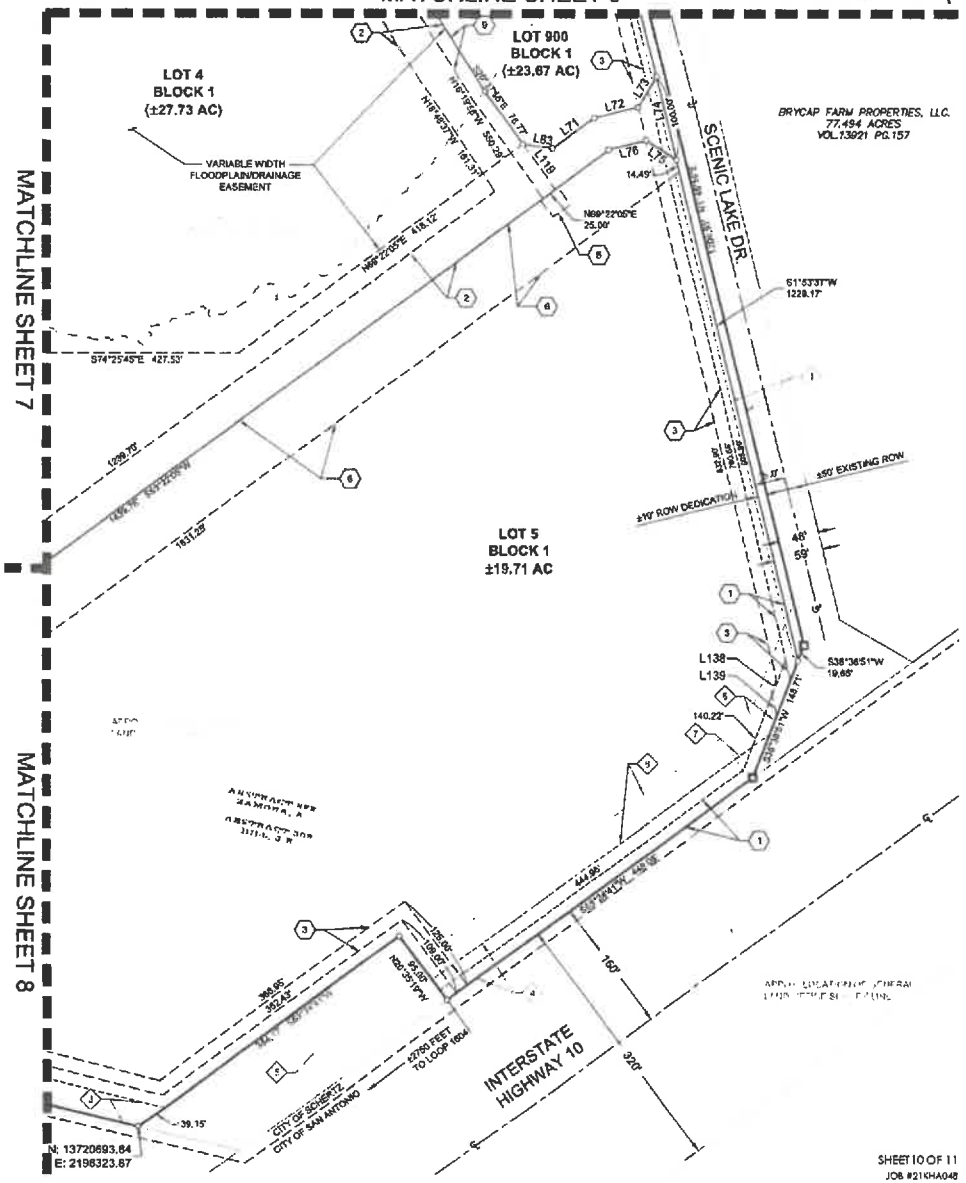
RICHARD A. GOODWIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4069
RGOODWIN@MSENGR.COM
830.228.4101
SHERWOOD SURVEYING & SUE
TBPELS FIRM #10044200
6477 FM 311, P.O. BOX 992
SPRING RANCH, TX 78070

CPS/SAWS/UTILITY NOTES

1. CITY PUBLIC SERVICE BOARD (CPS ENERGY) AND SAN ANTONIO WATER SYSTEM (SAWS) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE, CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDINGS, STRUCTURES, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
2. ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
3. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.



INDEX MAP
N.T.S.



SHEET 10 OF 11
JOB #21KHA048

Kimley»Horn

10101 REUNION PLACE, STE 400
SAN ANTONIO, TX 78216
210.541.9166

STATE OF GEORGIA
COUNTY OF FULTON

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: CSLC AT INTERSTATE 10, LLC
LINDA BOOKER
1230 PEACHTREE STREET NE, SUITE 3560
ATALANTA, GA 30309

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LINDA BOOKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 2023.

NOTARY PUBLIC, STATE OF TEXAS

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE REQUIREMENTS OF THE SUBDIVISION REGULATION OF THE CITY AS TO WHICH THIS APPROVAL IS REQUIRED.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CITY ENGINEER

THIS PLAT OF CORE5 LOGISTICS CENTER AT INTERSTATE 10 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, TEXAS AND HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CHAIRPERSON

BY: _____
SECRETARY

0 50 100 200
SCALE (1"=100')

SUBDIVISION PLAT
ESTABLISHING

CORE5 LOGISTICS CENTER AT INTERSTATE 10

BEING A 164.784 ACRE TRACT, SITUATED IN THE LUKE BUST SURVEY NO. 37, ABSTRACT NO. 45, THE JEFFREY B. HILL SURVEY NO. 103, ABSTRACT NO. 308, THE ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT NO. 826, AND THE JOHN F. SHEPHERD SURVEY NO. 314, ABSTRACT NO. 678, SAME BEING ALL OF A 141.128 ACRE TRACT, AND A PORTION OF A 200.00 ACRE TRACT RECORDED IN DOCUMENT NUMBER 20100029666, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, ESTABLISHING LOTS 1-3,900 BLOCK 1, IN SHEIN THE CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

DATE OF PREPARATION: May 16, 2023



VICINITY MAP
N.T.S.

LEGEND

●	1/2" IRON ROD FOUND (UNLESS NOTED)
○	1/2" IRON ROD SET
----	CONTOUR LINES
G/E/C/TV	GAS, ELECTRIC, TELEPHONE, CABLE TV
⊡	FOUND TXDOT TYPE II MONUMENTATION
ROW	RIGHT OF WAY
NCB	NEW CITY BLOCK
℄	CENTERLINE
VOL	VOLUME
PG	PAGE
AC	ACRES
∿∿	FLOODPLAIN LINE

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	3°35'27"	705.00'	44.18'	N77°11'45"E	44.18'
C2	4°16'04"	691.00'	51.47'	S76°51'27"W	51.46'
C3	3°36'27"	706.00'	44.18'	N77°11'45"E	44.18'
C4	3°36'27"	705.00'	44.18'	N77°11'45"E	44.18'

LINE TABLE		
LINE	LENGTH	BEARING
L1	16.25	N15°34'15.12"E
L2	22.07	S61°38'30.57"E
L3	15.09	S84°33'37.98"E
L4	14.00	N20°35'19.39"W
L5	38.41	N56°00'31.19"W
L6	117.16	N78°59'28.81"E
L7	35.36	S33°59'28.81"W
L8	100.97	S11°00'31.19"E
L9	76.22	S42°43'08.04"E
L10	35.36	S65°37'55.19"E
L11	61.21	N69°22'04.81"E
L12	53.39	S88°05'41.95"E
L13	42.43	N46°53'57.46"E
L14	100.00	S1°53'36.87"W
L15	42.42	N43°06'02.54"W
L16	45.44	N88°05'41.95"W
L17	94.07	N78°59'28.81"E
L18	43.16	N78°59'28.81"E
L19	16.00	S15°34'15.14"W
L20	16.00	N74°25'44.88"W
L21	16.00	S68°24'40.59"W
L22	28.09	S36°36'51.41"W
L23	22.63	N46°53'36.87"E
L24	18.81	N73°52'11.16"E
L25	107.00	S74°25'44.88"E

LINE TABLE		
LINE	LENGTH	BEARING
L26	4.50	N15°34'15.12"E
L27	25.00	S74°25'44.88"E
L28	25.00	S15°34'15.12"W
L29	25.00	N74°25'44.88"W
L30	4.50	N15°34'15.12"E
L31	107.00	N74°25'44.88"W
L32	107.00	S74°25'44.88"E
L33	4.50	N15°34'15.12"E
L34	25.00	S74°25'44.88"E
L35	25.00	S15°34'15.12"W
L36	25.00	N74°25'44.88"W
L37	4.50	N15°34'15.12"E
L38	107.00	N74°25'44.88"W
L39	8.00	N74°25'44.88"W
L40	11.43	S61°38'30.56"E
L41	11.58	S68°58'34.59"E
L42	4.50	S74°25'44.88"E
L43	22.13	S15°34'15.12"W
L44	25.00	N74°25'44.88"W
L45	22.13	N15°34'15.12"E
L46	4.50	S74°25'44.88"E
L47	83.21	N74°25'44.88"W
L48	16.00	N15°34'15.12"E
L49	83.21	S74°25'44.88"E
L50	83.21	N74°25'44.88"W

LINE TABLE		
LINE	LENGTH	BEARING
L51	16.00	N15°34'15.12"E
L52	83.21	S74°25'44.88"E
L53	18.12	S68°56'34.57"E
L54	65.00	S20°37'55.20"E
L55	3.50	N69°22'04.81"E
L56	25.00	S20°37'55.19"E
L57	25.00	S69°22'04.81"W
L58	25.00	N20°37'55.19"W
L59	3.50	N69°22'04.81"E
L60	100.64	N15°34'15.12"E
L61	65.00	S11°00'31.20"E
L62	58.00	N15°34'15.13"E
L63	99.21	S74°25'44.88"E
L64	42.17	N2°22'04.81"E
L65	78.78	S24°24'40.60"W
L66	14.49	S1°53'36.86"W
L71	61.21	N69°22'04.81"E
L72	53.39	S88°05'41.95"E
L73	42.43	N46°53'57.46"E
L74	100.00	S1°53'36.87"W
L75	42.42	N43°06'02.54"W
L76	45.44	N88°05'41.95"W
L77	94.07	N78°59'28.81"E
L78	38.41	N56°00'31.19"W
L80	35.36	S33°59'28.81"W

LINE TABLE		
LINE	LENGTH	BEARING
L81	100.97	S11°00'31.19"E
L82	76.22	S42°43'08.04"E
L83	35.36	S65°37'55.19"E
L84	16.00	N74°25'44.88"W
L89	33.15	N46°53'36.87"E
L90	18.81	N73°52'11.16"E
L91	107.00	S74°25'44.88"E
L97	107.00	N74°25'44.88"W
L98	107.00	S74°25'44.88"E
L104	107.00	N74°25'44.88"W
L105	8.00	N74°25'44.88"W
L117	83.21	S74°25'44.88"E
L118	83.21	N74°25'44.88"W
L119	65.00	S20°37'55.20"E
L126	58.00	N15°34'15.13"E
L133	8.59	N15°34'15.12"E
L134	70.00	N15°34'15.12"E
L136	29.17	N69°22'04.81"E
L137	8.92	N40°46'58.22"W
L138	16.26	S36°36'31.82"W
L139	28.09	S1°53'36.87"W

SURVEYOR'S NOTES:
BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

_____
BENJAMIN RUBY, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 140366

STATE OF TEXAS
COUNTY OF COMAL

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY:

PRELIMINARY - NOT FOR RECORDATION
_____
RICHARD A. GOODWIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4069
RGOODWIN@MSENGR.COM
830.228.4101
SHERWOOD SURVEYING & SUE
TBPELS FIRM #10064200
6477 FM 311, P.O. BOX 992
SPRING RANCH, TX 78070

Kimley»Horn

10101 REUNION PLACE, STE 400
SAN ANTONIO, TX 78216
210.541.9166

STATE OF GEORGIA
COUNTY OF FULTON

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

_____
OWNER/DEVELOPER: CSLC AT INTERSTATE 10, LLC
LINDA BOOKER
1230 PEACHTREE STREET NE, SUITE 3560
ATALANTA, GA 30309

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LINDA BOOKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 2023.

_____
NOTARY PUBLIC, STATE OF TEXAS

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SCHERTZ, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE REQUIREMENTS OF THE SUBDIVISION REGULATION OF THE CITY AS TO WHICH THIS APPROVAL IS REQUIRED.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CITY ENGINEER

THIS PLAT OF CORE5 LOGISTICS CENTER AT INTERSTATE 10 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING & ZONING COMMISSION OF THE CITY OF SCHERTZ, TEXAS AND HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____
CHAIRPERSON

BY: _____
SECRETARY

SUBDIVISION PLAT
ESTABLISHING

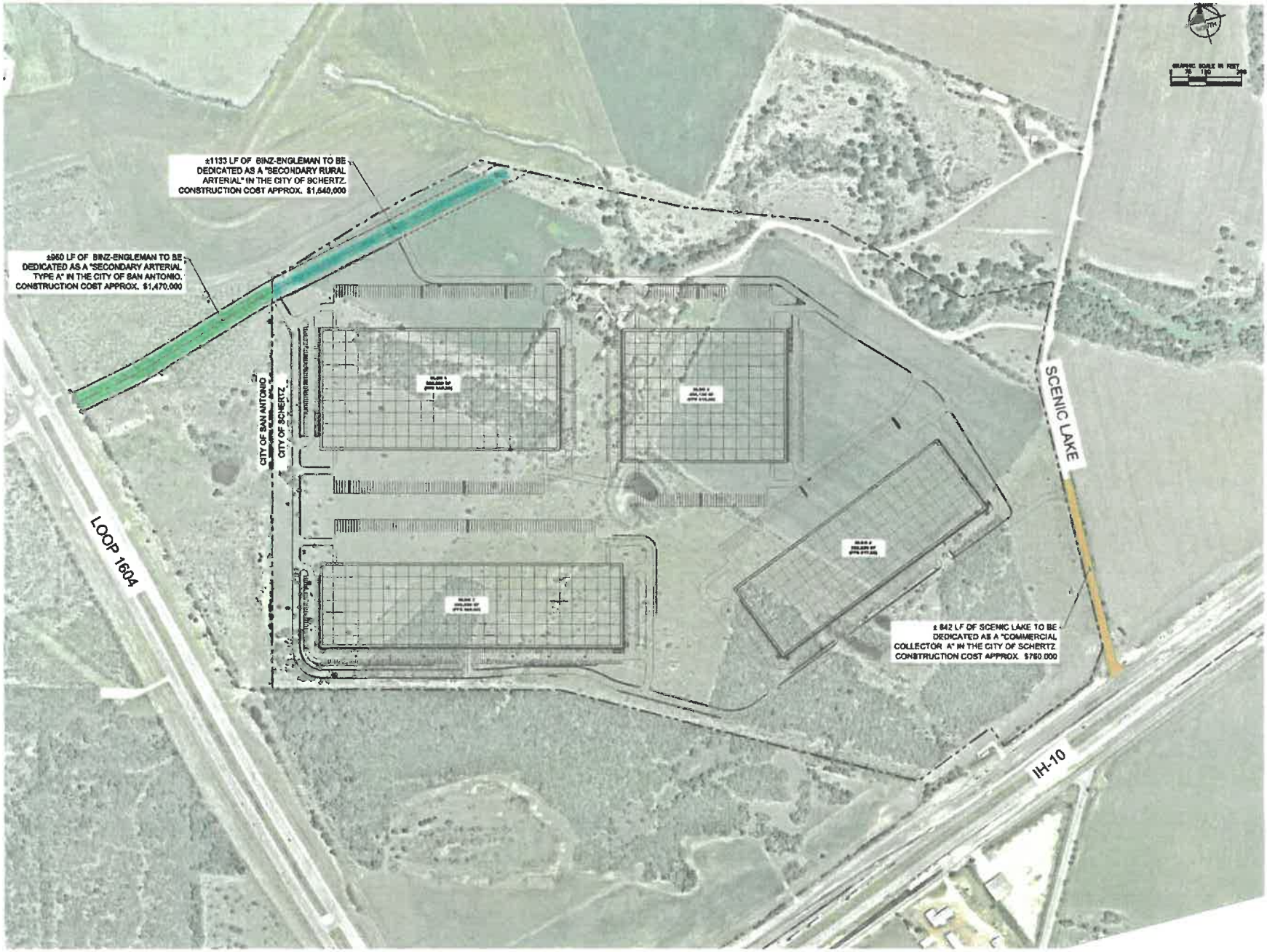
CORE5 LOGISTICS CENTER AT INTERSTATE 10

BEING A 144.784 ACRE TRACT, SITUATED IN THE LUKE BUST SURVEY NO. 37, ABSTRACT NO. 45, THE JEFFREY B. HILL SURVEY NO. 103, ABSTRACT NO. 308, THE ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT NO. 828, AND THE JOHN F. SHEPHERD SURVEY NO. 314, ABSTRACT NO. 678, SAME BEING ALL OF A 141.128 ACRE TRACT, AND A PORTION OF A 200.00 ACRE TRACT RECORDED IN DOCUMENT NUMBER 20180029566, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, ESTABLISHING LOTS 1-5,900 BLOCK 1, IN THE IN THE CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

DATE OF PREPARATION: May 18, 2023

Exhibit "B"

Developer Constructed Roads



Kimley»Horn

FOR REVIEW ONLY

KHA PROJECT: 064512408
DATE: 11/3/2022
SCALE: AS SHOWN
DESIGNED BY: BRR
DRAWN BY: JP/JPT
CHECKED BY: KAR

SITE PLAN EXHIBIT

CORE5 SCHERTZ INDUSTRIAL
PREPARED FOR
CORE5 INDUSTRIAL PARTNERS
SCHERTZ TEXAS

SHEET NUMBER
EX

NOT FOR CONSTRUCTION

Exhibit "B"

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

ROADWAY CAPITAL RECOVERY OFFSET AGREEMENT

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

RECITALS

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

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

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

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

Article I.
PROJECT DESCRIPTION

A. Project. The project is the Carmel Ranch master planned community.

B. Location. The project is located at the intersection of Lower Seguin Road and Carmel Ranch, as more particularly described in **Exhibit A** (the "**Project**").

Article II.
ROADWAY CAPITAL RECOVERY FEES

A. Roadway Capital Recovery Fees. The Roadway Capital Recovery Fees for the project are currently assessed as $1,061.26 per service unit. This assessment is based on the calculations set out in **Exhibit B**, to this AGREEMENT.

Article III.
CAPITAL IMPROVEMENT PLAN IMPROVEMENTS MADE BY DEVELOPER

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

Article IV.
ROADWAY CAPITAL RECOVERY FEE OFFSET CREDIT

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

i. The total number of service unit equivalents of capacity supplied by the system facility contributed by the DEVELOPER is estimated to be 448 service units.

ii. The Roadway Capital Recovery Fee Offset Credit that DEVELOPER is eligible to receive is 448 service units calculated at 133 Lots eligible for Credit.

iii. The Roadway Capital Recovery Fee Offset Credits that the DEVELOPER shall receive may be used to offset the roadway impact fees due in the Carmel Ranch Subdivision. The City shall assign Credits the final plat is filed in accordance with this AGREEMENT.

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

Article V.

REIMBURSEMENT OF EXCESS OFFSETS

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

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

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

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

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

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

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

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

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

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

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

Article VI.
MISCELLANEOUS

The following miscellaneous provisions are made part of this AGREEMENT:

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

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

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

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

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

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

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

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

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

10. Execution of AGREEMENT.

a) City Council has authorized the City Manager to execute this AGREEMENT on behalf of the CITY, as evidenced by Resolution 24-R-123, dated 17th September, 2024.

b) Brian Otto is authorized to execute this AGREEMENT on Developer's behalf, as evidenced by Company Resolution, dated _____ and attached hereto as **Exhibit F**.

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

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

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

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

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

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

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

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

If to Developer:

Meritage Homes of Texas, LLC
2722 Bitters Road, Suite 200
San Antonio, TX 78248
Attention: Tonda Alexander

With Copy to:
Meritage Homes of Texas, LLC
18655 North Claret Drive, Suite 400
Scottsdale, AZ 85255
Attention: Jay Berryman

If to the City:

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

With copy to:

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

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

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

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

EXECUTED in duplicate originals to be effective as of the date of the last signature below (the "**Effective Date**").

Signature Page to
Roadway Capital Recovery Offset Agreement

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

Owner:

MERITAGE HOMES OF TEXAS, LLC,
a Texas limited liability company

By: _____
Name: Brian Otto
Title: Vice President of Land Acquisition and Development
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Gordon V. Hartman, the President of Scrappy Development, LLC, on behalf of said limited liability company.

(SEAL)

_____
Notary Public in and for
The State of Texas

My Commission Expires:_____

Signature Page to
Roadway Capital Recovery Offset Agreement

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

City:

CITY OF SCHERTZ,
a Texas municipal corporation

By: _____

Name: Steve Williams, City Manager

Date: _____

THE STATE OF TEXAS §
§
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Steve Williams, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

_____
Notary Public in and for
The State of Texas

My Commission Expires:_____

EXHIBIT "A"
Roadway Capital Recovery Offset Agreement

Project

EXHIBIT "B"

Roadway Capital Recovery Offset Agreement

Roadway Capital Recovery Fees Calculation

City of Schertz, Texas

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

Development Name:	Carmel Ranch
Applicant:	Meritage Homes of Texas LLC
Legal Description (Lot, Block):	Insert Legal Description
Case / Plat Number:	Insert Case #
Preliminary Plat Approval Date:	1/1/2024
Final Plat Recordation Date:	8/20/2024
Building Permit Submittal Date:	10/1/2024
Roadway Service Area:	3

Worksheet Last Updated: 3/2018

Insert Final Plat Date
MM/DD/YYY

Roadway Impact Fee Cost

						COLLECTION RATE		MAXIMUM ASSESSABLE	
			A	B	A x B	C	A x B x C	D	A x B x D
Land Use Category	Land Use Type	Dev. Unit	Development Size (DU, sq ft, etc.)	Veh-Mi Per Dev Unit	Demand (vehicle-miles)	Cost per Vehicle-Mile	Collected Roadway Impact of Development ($)	Maximum Assessable Cost per Vehicle-Mile	Assessed Roadway Impact of Development ($)
Residential	Single-family detached housing	Dwelling Unit	127	3.37	427.99	$1,000	$ 427,990.00	$1,044	$ 446,821.56

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

ROADWAY IMPACT FEE TOTAL COST: $ 427,990.00 $ 446,821.56

EXHIBIT "C"
Roadway Capital Recovery Offset Agreement

Roadway Capital Recovery Fee Offset Credit Calculation

Carmel Ranch Roadway Impact Estimate

Service Area 3
127 Single Family Lots
Road construction of Lower Seguin Road and Carmel Ranch (Residential Collector)

Traffic Contributed
127 Single Family Lots
3.37 vehicle miles per development unit
127 x 3.37 = 428 vehicle miles of traffic

Total estimated traffic contributed to the system is 428 vehicle miles

Capacity added via road construction

Lower Seguin Road Secondary Arterial 4 lanes Divided Arterial 675 vehicle miles per lane mile
Carmel Ranch Residential Collector 2 Lanes Residential Collector 500 vehicle miles per lane mile
675 vehicle miles per lane mile equal 0.1278 vehicle miles per lane foot (VMPLF)
500 vehicle miles per lane mile equal 0.0947 vehicle miles per lane foot (VMPLF)

LSR 2 lanes x 880' = 1,600 lane feet x 0.1278 VMPLF = 204 vehicle miles of capacity created
CR 2 lanes x 1310' = 2,620 lane feet x 0.0947 VMPLF = 248 vehicle miles of capacity created
204 + 334 = 538 vehicle miles of capacity created

448 vehicle miles of capacity created vs 428 vehicle miles of traffic added to the system
Providing 20 excess vehicle miles of capacity which equates to 4.6% more capacity than traffic

EXHIBIT "D"

Roadway Capital Recovery Offset Agreement

Depiction of Lower Seguin Road and Carmel Ranch

EXHIBIT "F"

Roadway Capital Recovery Offset Agreement

Developer Resolution

Agenda No. 17.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Public Works**
Subject:	**Resolution 24-R-109 - Authorizing the City Manager to enter into an On-Call Concrete Service with AR6 Construction & Engineering and C3 Environmental Specialties. (B.James/L.Busch)**

BACKGROUND

The City of Schertz requested proposals for on-call concrete services contractor and pricing for items, such as sidewalks, curbs, rip rap, miscellaneous concrete, and flowable fill placement, etc. Two contractors provided proposals in response to the solicitation. Upon evaluation of the pricing and qualifications, City staff determined that both respondents were responsive and qualified. Therefore, Staff recommends awarding contracts to both AR6 Construction & Engineering and C3 Environmental Specialties based upon cost-effectiveness and quality of work. These contractors will be available for use city-wide by various departments in accordance with the price list outlined in the agreement. This will be for individual projects that are under $50k and within the approved budget. All individual projects exceeding $50k will be presented to council separately per City Policy. If approved, The Agreement shall become effective upon the date of the final signature and shall remain in effect through September 30, 2026, with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in the Agreement.

GOAL

To enter into a contract for on-call concrete services for a yearly not-to-exceed value of $100,000.

COMMUNITY BENEFIT

The City will be able to contact either vendor for any project within the scope of the contract without going through the RFP process each time. This will result in an effective and efficient operational process.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council authorize the City Manager to enter into a contract for on-call concrete services with AR6 Construction & Engineering and C3 Environmental Specialties.

FISCAL IMPACT

Fiscal impact will vary depending on the specific project. The fee schedule is included in the Professional Service Agreements. Funding available for projects may be allocated within each fiscal year's operating budget.

RECOMMENDATION

Approval of Resolution 24-R-109.

Attachments

Resolution 24-R-109 with attachments
On-Call Concrete Services Bid Tabulation

RESOLUTION NO. 24-R-109

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AR6 CONSTRUCTION & ENGINEERING AND C3 ENVIRONMENTAL SPECIALTIES FOR ON-CALL CONCRETE SERVICES AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz has solicited proposals for an on-call concrete services contract; and

WHEREAS, the City Staff has determined that AR6 Construction & Engineering and C3 Environmental Specialties are qualified to provide this type of work for the City; and

WHEREAS, City Staff has determined it is in the best interest of the City and its residents to contract these services on an as-needed basis; and

WHEREAS, the City Council desires to allow the City Manager to approve and execute an on-call concrete services contract with AR6 Construction & Engineering and C3 Environmental Specialties.

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 and deliver a contract with AR6 Construction & Engineering and C3 Environmental Specialties for on-call concrete services in substantially the form attached hereto as Exhibit "A" (SERVICE AGREEMENT, AR6 CONSTRUCTION & ENGINEERING) and Exhibit "B" (SERVICE AGREEMENT, C3 ENVIRONMENTAL SPECIALTIES)**.**

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 _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

EXHIBIT “A”

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and AR6 Construction & Engineering, LLC ("Contractor").

Section 1. Duration
This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2026 with the option to renew for two (2) additional terms of (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work

(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".

(B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.

(C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation

(A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit "A" and as provided herein.

(B) *Billing Period.* Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Contractor's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

(D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

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

Section 4. <u>Time of Completion</u>

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

(A) Contract Times: Days

This section intentionally left blank

(B) Liquidated Damages

Contractor and Owner recognize that time is of the essence as stated above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in the Scope of Work, plus any extensions thereof allowed in accordance with the Contract. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will sustain actual damages because of such failure. The exact amount of such damage will be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of **Six hundred dollars ($600.00) per day** for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages

("Liquidated Damages") that would be suffered by Owner as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by the Owner as a result of the failure of Contractor to complete within the Contract Time.

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

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

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

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

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

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

Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is

provided will not be construed as a waiver of Insured's obligation to maintain such insurance.

Section 6. Miscellaneous Provisions

(A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

(C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

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

other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

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

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

(H) *Non-Boycott of Energy.* Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

(I) *Non-Boycott of Firearm Entity.* Pursuant to Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(J) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to fulfil the obligations of the Contractor regarding such facilities. The contractor shall adhere to all City rules, regulations, and

guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

(K) **INTERLOCAL PARTICIPATION**

The City may enter Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

Section 7. Termination

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Contractor and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Contractor.

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the

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

Section 8. Indemnification

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

Section 9. Notices

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

It is understood and agreed that this Agreement, which incorporates the original RFP, Contractor's Response to RFP, and Purchase Order(s) issued for payment contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Order of Precedence. In the event of a conflict between the terms and conditions included in the body of this Agreement and the terms and conditions included in any of the incorporated documents, the order of precedence shall be: (a)Agreement; (b) the attachments and/or exhibits to

Agreement, (c)Contractor's Response to RFP, and (d) Purchase Order(s).

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

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

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

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

Certificate of Interested Parties

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

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

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

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

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

CITY:	**CONTRACTOR:**
By: _____	By: _____
Name: Steve Williams	Name: _____
Title: City Manager	Title: _____

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz Attn: Steve Williams, City Manager 1400 Schertz Parkway Schertz, Texas 78154	AR6 Construction & Engineering, LLC Attn: Eric Rypple 26726 Rockwall Parkway New Braunfels, TX 78132

Exhibit “A”

SCOPE OF WORK

Scope of Work

The contractor shall provide all equipment, materials, and personnel necessary to complete the following minimum requirements.

PLACEMENT/ REMOVAL	Sawtooth Curb and Gutter	Unit	Unit Price
Placement	10 – 100	LF	$37.50
Placement	101 -200	LF	$37.50
Placement	201 – 500	LF	$37.50
Placement	501+ LF	LF	$37.50
Removal		LF	$12.50
PLACEMENT/ REMOVAL	**7" Curb Only**	**Unit**	**Unit Price**
Placement	10 – 100	LF	$25.00
Placement	101 -200	LF	$25.00
Placement	201 – 500	LF	$20.00
Placement	501+ LF	LF	$20.00
Removal		LF	$12.50
PLACEMENT/ REMOVAL	**Curb & Gutter**	**Unit**	**Unit Price**
Placement	10 – 100	LF	$37.50
Placement	101 -200	LF	$37.50
Placement	201-500	LF	$31.25
Placement	501+ LF	LF	$31.25
Removal		LF	$12.50
PLACEMENT/ REMOVAL	**4" Sidewalk**	**Unit**	**Unit Price**
Placement	10 – 100	SY	$73.75
Placement	101 -200	SY	$73.75
Placement	201 – 500	SY	$73.75
Placement	501+ LF	SY	$73.75
Removal		SY	$33.75

PLACEMENT/ REMOVAL	**6" Sidewalk**	**Unit**	**Unit Price**
Removal	10 – 100	SY	$33.75
Removal	101 -200	SY	$33.75
Removal	201 – 500	SY	$33.75
Removal	501+ LF	SY	$33.75
Placement		SY	$91.25
Non-specified Work		**Unit**	**Unit Price**
Removal of Misc Concrete		SY	$37.50
Flush Curb (Ribbon Curb)		SY	$250.00
Riprap (Concrete 5")		SY	$143.75
Miscellaneous Concrete Placement (w/#4 Steel at 12" on Center Each Way)		SY	$112.50
3ft Valley Gutters		LF	$68.75
Asphalt Patch/Repair Type D		SY	$62.50
Flowable Fill Placement		CY	$312.50
5ft Concrete Trickle Channel		LF	$81.25
Valve Box Concrete Easement		CY	$437.50
Manhole Ring Concrete Easement Description		CY	$437.50
5" Driveway Section		SY	$106.25
6" Driveway Section		SY	$112.50
ADA Curb Ramp (Type IV)		EA	$2437.50

ADA Curb Ramp (Type II)	EA	$2437.50
Non-Specified Fees	**Unit**	**Rate**
Non-Specified Work Labor Rate	Per Hour	$340
Invoice plus Mark Up %	%	20%
Mobilization Fee	Rate	$900 EA
Demobilization Fee	Rate	$900 EA
Signage & Safety Barricades	Rate	$1500/MONTH
Pump Truck (per hour)	Per Hour	$575 .00

Exhibit “B”

EVIDENCE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/7/2024

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

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

PRODUCER
Edgewood Partners Ins. Center
14881 Quorum Drive
Suite 850
Dallas TX 75254

CONTACT NAME:
PHONE (A/C, No, Ext): 469-210-3828 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire and Casualty Company	13021
INSURER B : Lloyd's of London	85202
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED AR6CONS
AR6 Construction & Engineering, LLC
26726 Rockwall Parkway
New Braunfels TX 78132

COVERAGES **CERTIFICATE NUMBER:** 1217466 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X PD Ded: $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			85327020	9/26/2023	9/26/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			85327020	9/26/2023	9/26/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			85327020	9/26/2023	9/26/2024	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		85327020	9/26/2023	9/26/2024	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			2083483	3/6/2024	3/6/2025	1,000,000	Each Claim/ Agg

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1205018

Date Filed:
08/23/2024

Date Acknowledged:
09/09/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

AR6 Construction & Engineering, LLC
New Braunfels, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Schertz

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2024-017
Concrete On-Call Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT “B”

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and C3 Environmental Spacialties ("Contractor").

Section 1. Duration
This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2026 with the option to renew for two (2) additional terms of (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work
(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".

(B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.

(C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation
(A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit "A" and as provided herein.

(B) *Billing Period.* Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Contractor's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

(D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

(1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

(3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.

(4) To the extent there is a conflict between this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

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

(A) Contract Times: Days

This section intentionally left blank

(B) Liquidated Damages

Contractor and Owner recognize that time is of the essence as stated above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in the Scope of Work, plus any extensions thereof allowed in accordance with the Contract. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will sustain actual damages because of such failure. The exact amount of such damage will be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of **Six hundred dollars ($600.00) per day** for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by Owner as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages

which may be incurred by the Owner as a result of the failure of Contractor to complete within the Contract Time.

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

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

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

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

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

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

Section 6. Miscellaneous Provisions

(A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

(C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

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

subsection.

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

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

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

(H) *Non-Boycott of Energy.* Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

(I) *Non-Boycott of Firearm Entity.* Pursuant to Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(J) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to fulfil the obligations of the Contractor regarding such facilities. The contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

(K) **INTERLOCAL PARTICIPATION**

The City may enter Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

Section 7. <u>Termination</u>

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Contractor and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Contractor.

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering

the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

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

Section 9. Notices

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit

such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

It is understood and agreed that this Agreement, which incorporates the original RFP, Contractor's Response to RFP, and Purchase Order(s) issued for payment contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Order of Precedence. In the event of a conflict between the terms and conditions included in the body of this Agreement and the terms and conditions included in any of the incorporated documents, the order of precedence shall be: (a)Agreement; (b) the attachments and/or exhibits to Agreement, (c)Contractor's Response to RFP, and (d) Purchase Order(s).

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

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

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

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

Certificate of Interested Parties

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

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

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

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

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

CITY:	**CONTRACTOR:**
By: _____	By: _____
Name: Steve Williams	Name: _____
Title: City Manager	Title: _____

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz Attn: Steve Williams, City Manager 1400 Schertz Parkway Schertz, Texas 78154	C3 Environmental Specialties Attn: Randy Kelly 13730 Interstate 10E Converse TX 78109

Exhibit “A”

SCOPE OF WORK

Scope of Work

The contractor shall provide all equipment, materials, and personnel necessary to complete the following minimum requirements.

PLACEMENT/ REMOVAL	Sawtooth Curb and Gutter	Unit	Unit Price
Placement	10 – 100	LF	$85.00
Placement	101 -200	LF	$37.00
Placement	201 – 500	LF	$33.00
Placement	501+ LF	LF	$34.00
Removal		LF	$40.00
PLACEMENT/ REMOVAL	**7" Curb Only**	**Unit**	**Unit Price**
Placement	10 – 100	LF	$84.00
Placement	101 -200	LF	$35.00
Placement	201 – 500	LF	$32.00
Placement	501+ LF	LF	$25.00
Removal		LF	$38.00
PLACEMENT/ REMOVAL	**Curb & Gutter**	**Unit**	**Unit Price**
Placement	10 – 100	LF	$89.00
Placement	101 -200	LF	$34.00
Placement	201-500	LF	$47.00
Placement	501+ LF	LF	$38.00
Removal		LF	$42.00
PLACEMENT/ REMOVAL	**4" Sidewalk**	**Unit**	**Unit Price**
Placement	10 – 100	SY	$110.00
Placement	101 -200	SY	$87.00
Placement	201 – 500	SY	$80.00
Placement	501+ LF	SY	$68.00
Removal		SY	$65.00

PLACEMENT/ REMOVAL	**6" Sidewalk**	**Unit**	**Unit Price**
Removal	10 – 100	SY	$116.00
Removal	101 -200	SY	$124.00
Removal	201 – 500	SY	$93.00
Removal	501+ LF	SY	$110.00
Placement		SY	$100.00
Non-specified Work		**Unit**	**Unit Price**
Removal of Misc Concrete		SY	$146.00
Flush Curb (Ribbon Curb)		SY	$218.00
Riprap (Concrete 5")		SY	$175.00
Miscellaneous Concrete Placement (w/#4 Steel at 12" on Center Each Way)		SY	$225.00
3ft Valley Gutters		LF	$55.50
Asphalt Patch/Repair Type D		SY	$200.00
Flowable Fill Placement		CY	$411.00
5ft Concrete Trickle Channel		LF	$111.00
Valve Box Concrete Easement		CY	$245.00
Manhole Ring Concrete Easement Description		CY	$4,795.00
5" Driveway Section		SY	$211.50
6" Driveway Section		SY	$217.00
ADA Curb Ramp (Type IV)		EA	$3,750.00

ADA Curb Ramp (Type II)	EA	$3,750.00
Non-Specified Fees	**Unit**	**Rate**
Non-Specified Work Labor Rate	Per Hour	$38.50
Invoice plus Mark Up %	%	10%
Mobilization Fee	Rate	$1,000.00
Demobilization Fee	Rate	$1,000.00
Signage & Safety Barricades	Rate	$750.00/Day
Pump Truck (per hour)	Per Hour	$425.00

Exhibit “B”

EVIDENCE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/6/2024

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

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

PRODUCER Hub International Texas, Inc. 106 S. St. Mary's Street #800 San Antonio TX 78205	**CONTACT NAME:** Cecilia Jurado **PHONE (A/C, No, Ext):** 210-298-7126 **FAX (A/C, No):** 210-222-1618 **E-MAIL ADDRESS:** cecilia.jurado@hubinternational.com
INSURED 2835 C3 Environmental Specialties, LP 13730 Interstate 10 East Converse TX 78109	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Amerisure Insurance Company 19488 **INSURER B :** Amerisure Mutual Insurance Company 23396 **INSURER C :** *Continental Casualty Co. 20443 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 468804896 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	CPP21206710201	5/3/2024	5/3/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	CA21206700202	5/3/2024	5/3/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	CU21206730202	5/3/2024	5/3/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC21206740201	5/3/2024	5/3/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Contractors Equipment			7092101090	5/3/2024	5/3/2025	Leased/Rented	400,000

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

Commercial General Liability Policy includes a blanket automatic additional insured endorsement that provides additional insured status only when there is a written contract requiring such status. Commercial General Liability Policy includes a primary and non-contributory provision only when there is a written contract that requires it. Commercial General Liability Policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract that requires it. Commercial General Liability Policy includes an endorsement providing 30 days' notice of cancellation to be furnished to the certificate holder except for 10 day notice of nonpayment of premium. Business Auto Policy includes a blanket automatic additional insured endorsement that provides additional insured status when there is a written contract that requires such status. Business Auto Policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract that requires it. Business Auto Policy includes an endorsement providing 30 days' notice of cancellation to be furnished to the certificate except 10 day notice of nonpayment of premium where required by See Attached...

CERTIFICATE HOLDER

City of Schertz
1400 Schertz Parkway
Schertz TX 78154

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Manuel Jurado III

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 2835

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Hub International Texas, Inc.	C3 Environmental Specialties, LP 13730 Interstate 10 East Converse TX 78109
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

written contract. Umbrella Liability coverage provided by this policy shall follow the terms, definitions, conditions and exclusions of the applicable underlying insurance.
RE: On-Call Concrete Repair & Replacement

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1204316

Date Filed:
08/22/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
C3 Environmental Specialties
Converse, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City Of Schertz

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP#2024-07
Concrete On-Call Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Dustin Pratt, and my date of birth is 01/26/1979.

My address is 13730 Interstate 10 East (street), Converse (city), Tx (state), 78109 (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 23rd day of August (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1204316

Date Filed:
08/22/2024

Date Acknowledged:
09/06/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

C3 Environmental Specialties
Converse, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City Of Schertz

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP#2024-07
Concrete On-Call Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

2024-017 - Concrete On-Call Service
Scoring Summary

Active Submissions

	Total	Proposer's Qualifications, Abilities, and Reputation	Quality of Proposed Services/System	Responsiveness of Proposal	Cost
Supplier	/ 100 pts	/ 30 pts	/ 30 pts	/ 10 pts	/ 30 pts
AR6 Construction & Engineering, LLC	87.33	24	24	9.333	30
C3 Environmental Specialties	73.57	22	22	6.667	22.9

PROJECT# 2024-017

PROJECT NAME: Concrete On-Call

Criteria	Points	AR6 Construction & Engineering	C3 Environmental Specialties	
Financial Consideration	30	$100.00	$131.00	Factored based on average cost difference in services. (C3 Environmental averages 31% more costly than AR6)
		30.00	**22.90**	
Average Total %	**30**	30.00	22.90	
Rank		1.00	1.00	

PLACEMENT/ REMOVAL	Sawtooth Curb and Gutter	Unit	Unit Price	AR6 Construction & Engineering	C3 Environmental Specialties	Percentage cost difference
Placement	10 – 100	LF		$ 37.50	$ 85.00	56%
Placement	101 -200	LF		$ 37.50	$ 37.00	-1%
Placement	201 – 500	LF		$ 37.50	$ 33.00	-14%
Placement	501+ LF	LF		$ 37.50	$ 34.00	-10%
Removal		LF		$ 12.50	$ 40.00	69%
PLACEMENT/ REMOVAL	**7" Curb Only**	**Unit**	**Unit Price**			
Placement	10 – 100	LF		$ 25.00	$ 84.00	70%
Placement	101 -200	LF		$ 25.00	$ 35.00	29%
Placement	201 – 500	LF		$ 20.00	$ 32.00	38%
Placement	501+ LF	LF		$ 20.00	$ 25.00	20%
Removal		LF		$ 12.50	$ 38.00	67%
PLACEMENT/ REMOVAL	**Curb & Gutter**	**Unit**	**Unit Price**			
Placement	10 – 100	LF		$ 37.50	$ 89.00	58%
Placement	101 -200	LF		$ 37.50	$ 34.00	-10%
Placement	201-500	LF		$ 31.25	$ 47.00	34%
Placement	501+ LF	LF		$ 31.25	$ 38.00	18%
Removal		LF		$ 12.50	$ 42.00	70%
PLACEMENT/ REMOVAL	**4" Sidewalk**	**Unit**	**Unit Price**			
Placement	10 – 100	SY		$ 73.75	$ 110.00	33%
Placement	101 -200	SY		$ 73.75	$ 87.00	15%
Placement	201 – 500	SY		$ 73.75	$ 80.00	8%
Placement	501+ LF	SY		$ 73.75	$ 68.00	-8%
Removal		SY		$ 33.75	$ 65.00	48%
PLACEMENT/ REMOVAL	**6" Sidewalk**	**Unit**	**Unit Price**			
Removal	10 – 100	SY		$ 33.75	$ 116.00	71%
Removal	101 -200	SY		$ 33.75	$ 124.00	73%
Removal	201 – 500	SY		$ 33.75	$ 93.00	64%
Removal	501+ LF	SY		$ 33.75	$ 110.00	69%
Placement		SY		$ 91.25	$ 100.00	9%
Miscellaneous Work		**Unit**	**Unit Price**			
Removal of Misc Concrete		SY		$ 37.50	$ 146.00	74%
Flush Curb (Ribbon Curb)		SY		$ 250.00	$ 218.00	-15%
Riprap (Concrete 5")		SY		$ 143.75	$ 175.00	18%
Miscellaneous Concrete Placement (w/#4 Steel at 12" on Center Each Way)		SY		$ 112.50	$ 225.00	50%
3ft Valley Gutters		LF		$ 68.75	$ 55.50	-24%
Asphalt Patch/Repair Type D		SY		$ 62.50	$ 200.00	69%
Flowable Fill Placement		CY		$ 312.50	$ 411.00	24%
5ft Concrete Trickle Channel		LF		$ 81.25	$ 111.00	27%
Valve Box Concrete Easement		CY		$ 437.50	$ 245.00	-79%
Manhole Ring Concrete Easement Description		CY		$ 437.50	$ 4,795.00	91%
5" Driveway Section		SY		$ 106.25	$ 211.50	50%
6" Driveway Section		SY		$ 112.50	$ 217.00	48%
ADA Curb Ramp (Type IV)		EA		$ 2,437.50	$ 3,750.00	35%
ADA Curb Ramp (Type II)		EA		$ 2,437.50	$ 3,750.00	35%
Non-Specified Work Labor Rate		Per Hour		$ 340.00	$ 38.50	-783%
Invoice plus Mark Up %		%		20%	10%	
Mobilization Fee		Rate		900EA	1000EA	$100
Demobilization Fee		Rate		900EA	1000EA	$100
Signage & Safety Barricades		Rate		1500/MONTH	750/DAY	
Pump Truck (per hour)		Per Hour		$ 575.00	$ 425.00	-35%

Average Cost Difference
31%

Agenda No. 18.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Planning & Community Development**
Subject:	**Ordinance 24-S-146 - Approving a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) and General Business District (GB) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.** ***Final Reading*** **(B.James/L.Wood/S.Haas)**

BACKGROUND

The applicant is proposing to rezone approximately thirty-eight (38) acres of land from General Business District (GB) and Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family Residential District (R-4) in order to develop a multi-family development with a maximum density of twenty-four (24) units per acre.

The applicant previously requested a zone change on the same property (this time the applicant has added approximately 18 acres from the previous 20 acres) for the same district. On September 13, 2023, the Planning and Zoning Commission recommended approval with a 7-0 vote, but the request was denied at the October, 10, 2023, City Council hearing due to the requirement of needing a 3/4 vote for approval due to the owner's of more than 20% of the property in the 200' notice area having submitted a written protest. The previous request received an affirmative vote of 5-2. However, due to the protest received, council would have had to vote 6-1 to approve the request.

Unified Development Code (UDC) Section 21.5.4.C.5 states: A request for a zoning change or zoning map amendment for a tract of land shall not be considered by the Planning and Zoning Commission or the City Council within six (6) months after the Council's decision to deny the request unless the request is to a different zoning classification or there has been a substantial change in the conditions surrounding the parcel since the initial request.

On June 21, 2024, twenty-one (21) public hearing notices were mailed to the surrounding property owners within a 200-foot boundary of the subject property. At the time of the staff report, nine (9) responses in favor, zero (0) responses neutral, and thirteen (13) responses in opposition have been received.

A public hearing notice was published in the "San Antonio Express" on August 14th, 2024. Additionally, two (2) signs were placed on the subject property.

As mentioned above, UDC section 21.5.4.E states that "if a proposed zoning change or zoning map amendment is protested in accordance with this section, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths (¾) of all members of the City Council according to LGC, Local Government Code § 211.006(d). The protest must be written and signed by the owners of at least twenty percent (20%) of either:

a. The area of the lots or land covered by the proposed zoning change or zoning map amendment; or
b. The area of the lots or land immediately adjoining the area covered by the proposed zoning change or zoning map amendment and extending 200 feet from that area."

The total percentage of the protest parcel acreage is 28.7%, therefore the ¾ affirmative vote requirement is triggered. This was the same situation for the September 3, 2024, City Council meeting. However, Council did approve the request with a 6-1 vote which meets the ¾ affirmative vote requirement.

Subject Property:

	Zoning	**Land Use**
Existing	General Business District (GB) and Single-Family Residential / Agricultural District (R-A)	Residential / Undeveloped
Proposed	Apartment/Multi-Family Residential District (R-4)	Apartment/Multi-Family

Adjacent Properties:

	Zoning	**Land Use**
North	General Business District (GB) Single-Family Residential / Agricultural District (R-A) Right of Way Public Use District (PUB)	Residential, Undeveloped, IH35 Access Road, City of Schertz Water Tower
South	Right of Way	Old Weiderstein Road
East	General Business District (GB) Single-Family Residential / Agricultural District (R-A)	Undeveloped, Residential, Agricultural
West	General Business District (GB) Manufacturing - Light District (M-1)	Commercial, Undeveloped

GOAL

The applicant is requesting to rezone the approximately 38 acres of land from General Business District (GB) and Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family Residential District (R-4), in order to develop a multi-family residential development.

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 zone changes, staff uses the criteria listed in UDC Section 21.5.4.D. The criteria are listed below.

1. Whether the proposed zoning change or zoning map amendment implements the policies of the adopted Comprehensive Land Plan, including the land use classification of the property on the Future Land Use Map.

The Comprehensive Plan designates this area as Mixed-Use Center, which is intended to integrate denser residential, commercial, and often entertainment spaces nearby, typically along significant

transportation corridors. The proposed Apartment/Multi-Family District (R-4) would conform to this land use designation in the Comprehensive Plan as this would be the denser residential specifically called out in the Comprehensive Plan. Furthermore, this property abuts major transportation corridors.

2. Whether the proposed zoning change or zoning map amendment promotes the health, safety, or general welfare of the City and the safe, orderly, efficient and healthful development of the City;
In order to ensure the safe, orderly and efficient development and expansion of the City, Apartment/Multi-Family Residential Districts (R-4) should not be located in areas where they would increase traffic through single-family neighborhoods and should be located adjacent to arterial streets with sufficient capacity to carry the increased traffic generated. While there are residences in the vicinity, the property is not adjacent to any large single-family neighborhoods. Also, the proposed zone change is adjacent to IH35 to the north, a principal arterial, and Old Weiderstein Road to the south, a secondary arterial.

3. Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.
The area is defined by undeveloped land, rural-like residences, commercial businesses, and a large mixed-use development that includes a multi-family component currently under construction to the west. The uses permitted within the proposed zone change would align with what is happening in the wider area. Additionally, Article 9 of the Unified Development Code is in place to ensure any negative impacts on the other residences in the area are mitigated.

4. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers or other public services and utilities to the area;
The Master Thoroughfare Plan shows two future roadways running through portions of this property. An east-west connector classified as a residential collector and a future north-south connector classified as a secondary arterial. This demonstrates that the city is anticipating additional housing/activity in this area, and a need for new roadways.

Water utilities are available to the property from a couple of options, a 12-inch water line along the IH35 access road and a 16-inch water line that runs through portions of the property. For sewer, there is an 8-inch line and a manhole approximately 900-feet to the west in the neighboring property, and a 24-inch sewer line that runs along Dean Road approximately 200 feet to the south of the property. The applicant is required to connect to adequate utility facilities per Unified Development Code Article 15 - Easements and Utilities, and a more detailed engineering review will occur at the time of the platting process.

A public hearing notice was mailed to SCUCISD to notify them of the proposed zone change. Included as attachments are the most recent Demographic Report 4Q22 for SCUCISD as well as the most recent 10-Year Campus Forecasting Presentation. Additionally, the large property zoned Manufacturing - Light District (M-1) directly adjacent to the west is owned by SCUCISD.

Schertz Fire, EMS, and Police Departments were notified of the zone change and have provided no objections.

5. Whether there have been environmental and/or economical changes which warrant the requested change.
As has been a topic of discussion over the last few years, the significant rise in housing prices

supports looking to increase the supply of multi-family housing. As has been mentioned in the past at P&Z, the new median home value in SCUCISD has risen to over $430,000 from $210,650 in the pats 10 years.

6. Whether there is an error in the original zoning of the property for which a change is requested
There was no error in the original zoning of the subject property.

7. Whether all of the applicant's back taxes owed to the City have been paid in full.
This does not impact the Planning and Zoning Commission recommendation to City Council.

8. Whether other criteria are met, which, at the discretion of the the Planning and Zoning Commission and the City Council are deemed relevant and important in the consideration of the amendment.
Staff has ensured all UDC requirements have been met for the proposed zone change, and at this time have not received any special consideration from the Planning and Zoning Commission or the City Council.

The zone change request conforms to the Comprehensive Plan, meets the intent of the Unified Development Code, and adheres to the Criteria for Approval. Therefore, Staff is recommending approval of Ordinance 24-S-146.

On July 3rd, 2024, the Planning and Zoning Commission met and recommended approval of the request with a 6-0 vote.

On September 3, 2024, City Council approved the request with a 6-1 vote which meets the ¾ affirmative vote requirement.

RECOMMENDATION
Approval of Ordinance 24-S-146

Attachments

Ord. 24-S-146 with Exhibits
Aerial Exhibit
Zoning Exhibit
Public Hearing Notice Map
Public Hearing Responses
Protest Map
SCUCISD 10 yr Forecasting
SCUCISD Demographic Update
City Council Presentation Slides

ORDINANCE NO. 24-S-146

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO REZONE APPROXIMATELY 38.8 ACRES OF LAND FROM SINGLE-FAMILY RESIDENTIAL/AGRICULTURAL DISTRICT (R-A) AND GENERAL BUSINESS DISTRICT (GB) TO APARTMENT/MULTI-FAMILY DISTRICT (R-4), KNOWN AS GUADALUPE COUNTY PROPERTY IDENTIFICATION NUMBER 68294, 68295, 68296, 68302, 68303, 68315 68316, GENERALLY LOCATED 1,100 FEET TO THE WEST OF THE FM 2252 AND IH 35 INTERSECTION, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.

WHEREAS, an application for a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) and General Business District (GB) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, more specifically described in the Exhibit A and Exhibit B attached herein (herein, the "Property") has been filed with the City; and

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

WHEREAS, on July 3, 2024, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested zoning; and

WHEREAS, on September 3, 2024, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A and Exhibit B, is hereby zoned to Apartment / Multi-Family District (R-4)

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

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

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

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

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

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

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

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

PASSED ON FIRST READING, the ____ day of _____ 2024.

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”

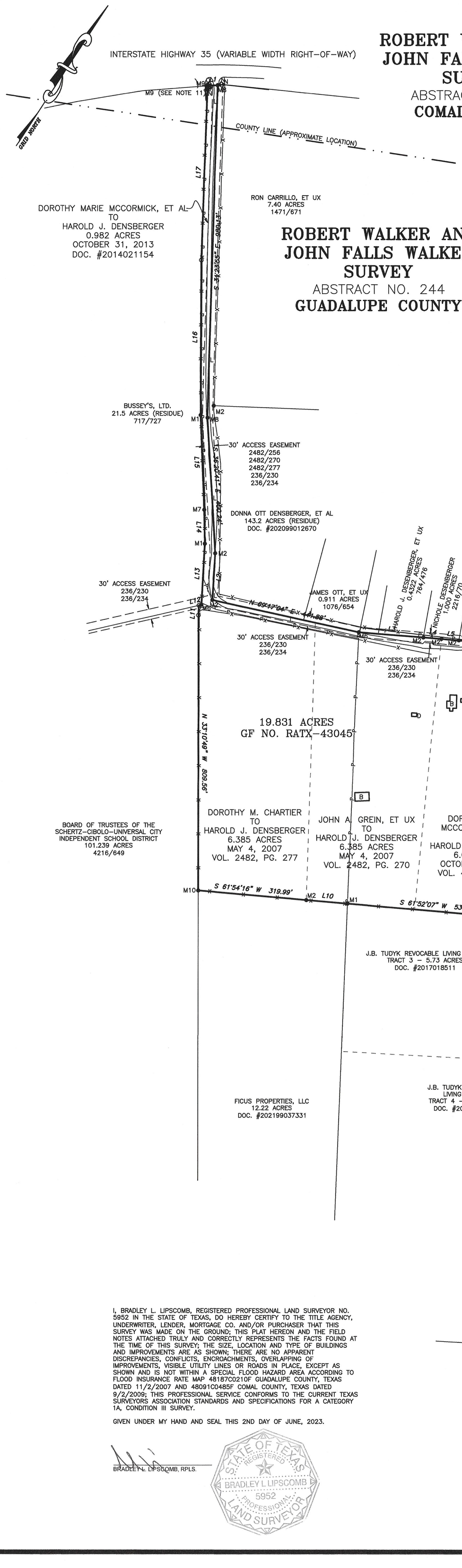
Metes & Bounds

STATE OF TEXAS

Exhibit A: Metes and Bounds

ROBERT WALKER AND JOHN FALLS WALKER SURVEY
ABSTRACT NO. 414
COMAL COUNTY

ROBERT WALKER AND JOHN FALLS WALKER SURVEY
ABSTRACT NO. 244
GUADALUPE COUNTY



NOTES:

1. THIS SURVEYOR HAS NOT ATTEMPTED TO LOCATE ANY EASEMENTS OR OTHER MATTERS BEYOND THOSE REFLECTED ON THE REFERENCED TITLE COMMITMENT. ANY DOCUMENTS LISTED ARE BASED UPON RESERVATIONS LISTED WITHIN RECORD DOCUMENTS THIS SURVEYOR LOCATED DURING NORMAL RESEARCH. THIS SURVEYOR IN NO WAY CERTIFIES THIS IS A COMPLETE AND/OR ACCURATE LISTING OF ALL EASEMENTS AND/OR ENCUMBRANCES.

2. THIS SURVEY DOCUMENT IS CONSIDERED TO BE INVALID (IN ITS ENTIRETY) IF IT HAS BEEN ALTERED IN ANY WAY WHATSOEVER.

3. ALL REFERENCES ARE REFERRED TO RECORDS OF GUADALUPE COUNTY, TEXAS UNLESS OTHERWISE NOTED.

4. THE FOLLOWING EASEMENT APPLIES AS A BLANKET EASEMENT TO THE SHOWN 6.35 ACRE TRACT, 6.35 ACRE TRACT AND THE 6.082 ACRE TRACT:

A) CITY OF SAN ANTONIO - 405/58

5. THE FOLLOWING EASEMENT APPLIES AS A BLANKET EASEMENT TO ALL OF THE 19.831 ACRE TRACT:

B) CITY OF SAN ANTONIO - 1060/851

6. THE FOLLOWING EASEMENT HAS THE RIGHT OF "INGRESS & EGRESS" TO ALL OF THE 19.831 ACRE TRACT:

C) COMAL POWER COMPANY - 88/43 & 85/239

7. THE FOLLOWING PRIVATE STREET MAINTENANCE AGREEMENTS APPLY TO THOSE AREAS OF THE EASEMENT RECORDED IN VOLUME 236, PG. 256:

D) 2265/89
E) DOC. #2017025267
F) DOC. #2018002530

8. THE FOLLOWING PRIVATE STREET MAINTENANCE AGREEMENTS APPLY TO ALL ACCESS EASEMENTS DEPICTED WITHIN THE 19.831 ACRE TRACT:

G) 2482/265

9. THE FOLLOWING DOCUMENT INCORPORATED THE SHOWN 12 ACRE JASEK TRACT INTO THE CITY OF CIBILO, TEXAS ETJ:

H) 484/723

10. THE FOLLOWING DOCUMENT INCORPORATED THE SHOWN 6.97 ACRE JASEK TRACT INTO THE CITY OF CIBILO, TEXAS ETJ:

I) 484/727

11. ADJACENT TO THE KNOWN RIGHT-OF-WAY OF INTERSTATE HIGHWAY 35, A TXDOT CONCRETE MONUMENT WITH A BRASS CAP WAS RECOVERED DURING THE COURSE OF THIS SURVEY. THIS SURVEYOR HAS BEEN UNABLE TO LOCATE ANY ADDITIONAL RIGHT-OF-WAY DEEDS AND/OR EASEMENTS TO EXPLAIN THE EXISTENCE OF THIS MONUMENT. CONCERNED PARTIES SHOULD DISCUSS THIS ISSUE WITH TXDOT TO DISCOVER ANY RIGHTS (OF RECORD OR NOT) TXDOT MAY BE CLAIMING FOR THIS AREA.

LINE	BEARING	DISTANCE
L1	N 53°00'38" E	30.32'
L2	S 29°26'40" E	137.71'
L3	N 61°28'50" E	190.97'
L4	N 61°34'53" E	53.26'
L5	N 61°40'27" E	51.73'
L6	N 61°21'32" E	34.01'
L7	N 62°42'39" E	208.05'
L8	S 34°18'24" E	157.55'
L9	S 62°04'24" W	36.85'
L10	S 61°48'42" W	121.81'
L11	N 30°27'31" W	28.82'
L12	N 42°33'21" E	7.60'
L13	N 29°46'02" W	180.13'
L14	N 34°14'00" W	100.09'
L15	N 35°11'51" W	279.39'
L16	N 32°52'27" W	456.63'
L17	N 31°10'44" W	513.55'
L18	N 72°31'22" W	83.20'
L19	N 34°18'24" W	92.65'
L20	N 34°18'24" W	157.55'
L21	N 61°36'06" E	77.47'
L22	N 61°14'51" E	149.48'
L23	S 29°57'09" E	80.04'
L24	S 30°18'46" E	159.97'
L25	S 29°39'51" E	79.98'
L26	S 29°43'13" E	159.95'
L27	S 29°43'13" E	79.55'
L28	N 60°16'48" E	120.28'
L29	N 60°16'48" E	125.49'

LIST OF MONUMENTS:
M1 - FOUND 3/8" IRON ROD
M2 - FOUND 1/2" IRON ROD
M3 - FOUND 1/2" IRON ROD WITH BLUE CAP MARKED "AMERICAN"
M4 - FOUND 5/8" IRON ROD WITH YELLOW CAP MARKED "RODS"
M5 - FOUND 1/2" IRON ROD WITH YELLOW CAP MARKED "FORD"
M6 - FOUND RAILROAD SPIKE
M7 - FOUND 5/8" IRON ROD
M8 - FOUND "MAG" NAIL IN ASPHALT
M9 - TXDOT BRASS CAPPED CONCRETE MONUMENT
M10 - FOUND 60D NAIL
M11 - FOUND 12" WOODEN FENCE CORNER POST

LIST OF FACILITIES:
A - 1 STORY FRAME HOUSE ON CONC.
B - METAL BUILDING
C - FRAME SHED
D - METAL SHED
E - ELECTRIC METER
F - CONC. PORCH
G - CONC. CARPORT
H - 1 STORY FRAME HOUSE ON PIER & BEAM
I - FRAME CARPORT OVER ASPHALT
J - FRAME WATER WELL HOUSE
K - CONC. WALK
L - ASPHALT DRIVE
M - SEPTIC TANKS
N - WATER METER
O - WATER VALVE

LEGEND
- ● - IRON ROD FOUND (AS NOTED)
- ▲ - FENCE POST FOUND (AS NOTED)
- —P— - OVERHEAD POWERLINE
- —x— - BARBED WIRE FENCE
- ■ - CONCRETE MONUMENT FOUND (AS NOTED)
- o - 1/2" IRON ROD SET WITH RED CAP MARKED "TRIAD SURVEYING RPLS 5952"

I, BRADLEY L. LIPSCOMB, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5952 IN THE STATE OF TEXAS, DO HEREBY CERTIFY TO THE TITLE AGENCY, UNDERWRITER, LENDER, MORTGAGE CO. AND/OR PURCHASER THAT THIS SURVEY WAS MADE ON THE GROUND; THIS PLAT HEREON AND THE FIELD NOTES ATTACHED TRULY AND CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY; THE SIZE, LOCATION AND TYPE OF BUILDINGS AND IMPROVEMENTS ARE AS SHOWN; THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO FLOOD INSURANCE RATE MAP 48187C0210F GUADALUPE COUNTY, TEXAS DATED 11/2/2007 AND 48091C0485F COMAL COUNTY, TEXAS DATED 9/2/2009; THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT TEXAS SURVEYORS ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION III SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 2ND DAY OF JUNE, 2023.

BRADLEY L. LIPSCOMB, RPLS.

STATE OF TEXAS REGISTERED BRADLEY L. LIPSCOMB 5952 PROFESSIONAL LAND SURVEYOR

TRIAD SURVEYING
SURVEYING, INC. FIRM REGISTRATION NO. 10007900
528 COUNTY ROAD 325 P.O. BOX 1489 ROCKDALE, TX. 76567

19.831 ACRES
18.933 ACRES
ROBERT WALKER AND JOHN FALLS WALKER SURVEY
ABSTRACT NO. 244 (GUADALUPE COUNTY)
ABSTRACT NO. 414 (COMAL COUNTY)
GUADALUPE & COMAL COUNTIES, TEXAS

Completion Date: 6/2/23	Drawn by: BL
Scale: 1"=200'	Surveyed by: LS/RP
PROJECT NO. S23-124	Checked by: BL

Exhibit A: Metes and Bounds

In Re: 19.831 Acres
All of a called 0.982 Acre tract
All of a called 6.385 Acre tract
All of a called 6.385 Acre tract
All of a called 6.082 Acre tract
Robert Walker and John Falls Walker Survey
Abstract No. 244 (Guadalupe County)
Abstract No. 414 (Comal County)
City of Schertz
Guadalupe and Comal Counties, Texas

All that certain tract or parcel of land situated in the City of Schertz, Guadalupe and Comal Counties, Texas, being a part of the Robert Walker and John Falls Walker Survey, Abstract No. 244 (Guadalupe County) Abstract No. 414 (Comal County), being all of a called 0.982 Acre tract conveyed from Dorothy Marie McCormick, et al to Harold J. Densberger by Deed dated October 31, 2013 recorded in Document No. 2014021154 of the Official Records of Guadalupe County, all of a called 6.385 Acre tract conveyed from Dorothy M. Cartier to Harold J. Densberger by Deed dated May 4, 2007 recorded in Volume 2482, Page 277 of the Official Records of Guadalupe County, all of a called 6.385 Acre tract conveyed from John A. Grein, et ux by Deed dated May 4, 2007 recorded in Volume 2482, Page 270 of the Official Records of Guadalupe County and all of a called 6.082 Acre tract conveyed from Dorothy Marie McCormick, et al to Harold J. Densberger by Deed dated October 21, 2013 recorded in Volume 4156, Page 584 of the said Official Records of Guadalupe County, Texas and being more particularly described by metes and bounds as follows to wit:

All references refer to records of Guadalupe County, Texas.

BEGINNING at a found concrete monument with TXDOT Brass Cap on the south Right-of-Way line of Interstate Highway 35, at the northeast corner of the residue of a called 21.5 Acre tract conveyed to Bussey's Ltd. In Volume 717, Page 727, for the common northwest corner of the said 0.982 Acre tract and of this tract;

THENCE N53°00'38"E - 30.32' along the common line between the said south Right-of-Way line of Interstate Highway 35 and the said 0.982 Acre tractto a found "Mag" nail in asphalt at the northwest corner of the residue of a called 143.2 Acre tract conveyed to Donna Ott Densberger, et al in Document No. 202099012670, at the northeast corner of the said 0.982 Acre tract, for the most northerly northeast corner of this tract;

Exhibit A: Metes and Bounds

THENCE along the common line between the said 0.982 Acre tract and the said residue of the 143.2 Acre tract for the following courses and distances:

S31°23'55"E - 980.13' to a found "Mag" nail in asphalt for an interior ell corner of this tract;

S36°20'41"E - 400.24' to a found 1/2" iron rod for an exterior ell corner of this tract;

S29°26'40"E - 137.71' to a found 1/2" iron rod on the north line of the said 6.385 Acre tract (2482/277), at the most northerly southwest corner of the said residue of the 143.2 Acre tract, at the southeast corner of the said 0.982 Acre tract, for an interior ell corner of this tract;

THENCE along the common line between the said residue of the 143.2 Acre tract, a called 0.911 Acre tract conveyed to James Ott, et ux in Volume 1076, Page 654, again the said residue of the 143.2 Acre tract, a called 0.4322 Acre tract conveyed to Harold J. Desenberger, et ux in Volume 764, Page 476, a called 1.000 Acre tract conveyed to Nichole Desenberger in Volume 2216, Page 70 and a called 0.500 Acre tract conveyed to Sandra Ott in Document No. 201999012670, respectively, and the said 6.385 Acre tract (2482/277), the said 6.385 Acre tract (2482/270) and the said 6.082 Acre tract, respectively, for the following courses and distances:

N69°17'04"E - 441.88' to a found Railroad Spike for a common interior ell corner of the said 6.385 Acre tract (2482/270) and of this tract;

N61°28'50"E - 190.97' to a found 1/2" iron rod at the southeast corner of the said 0.4322 Acre tract, at the southwest corner of the said 1.000 Acre tract (2216/70), for an exterior ell corner of this tract;

N61°34'53"E - 53.26' to a found 1/2" iron rod at the northeast corner of the said 6.385 Acre tract (2482/270), at the northwest corner of the said 6.082 Acre tract, for an exterior ell corner of this tract;

N61°40'27"E - 51.73' to a found 1/2" iron rod at the southeast corner of the said 1.000 Acre tract (2216/70), at the southwest corner of the said 1.000 Acre tract (2243/745), for an interior ell corner of this tract;

N61°21'32"E - 34.01' to a found 1/2" iron rod with yellow plastic cap marked "FORD" at the southeast corner of the said 1.000 Acre tract (2243/745, at the southwest corner of the said 0.500 Acre tract, for an exterior ell corner of this tract;

N62°42'39"E - 208.05' to a found 12" wooden fence corner post at an exterior ell corner of the said residue of the 143.2 Acre tract, at the northeast corner of the said 6.082 Acre tract, for the most southerly northeast corner of this tract;

THENCE S32°56'33"E - 642.59' along the common line between the said residue of the 143.2 Acre tract and the said 6.082 Acre tract to a found 3/8" iron rod at the most southerly southwest corner of the said residue of the 143.2 Acre tract, at the northwest corner of a called 6.97 Acre tract (Tract II) conveyed to Douglas E. Jasek, et al in Document No. 202299015476, for an interior ell corner of this tract;

Triad Surveying, Inc.
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, Texas 76567
(512) 446-3457

Project No. S23-124

Exhibit A: Metes and Bounds

THENCE S34°18'24"E - 157.55' along the common line between the said 6.97 Acre tract and the said 6.082 Acre tract to a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" at the northeast corner of a called 1.967 Acre tract (Tract 2) conveyed to the J.B. Tudyk Revocable Living Trust in Document No. 2017018511, for the common southeast corner of the said 6.082 Acre tract and of this tract;

THENCE S62°04'24"W - 36.85' along the common line between the said 1.967 Acre tract and the said 6.082 Acre tract to a found 3/8" iron rod at the northeast corner of a called 5.73 Acre tract (Tract 3) conveyed to the J.B. Tudyk Revocable Living Trust in Document No. 2017018511, for an interior ell corner of this tract;

THENCE S61°52'07"W - 534.08' along the common line between the said 6.082 Acre tract and the said 6.385 Acre tract (2482/270), respectively, and the said 5.73 Acre tract to a found 3/8" iron rod at the northwest corner of the said 5.73 Acre tract, at the northeast corner of a called 12.22 Acre tract conveyed to Ficus Properties, LLC in Document No. 202199037331, for an interior ell corner of this tract;

THENCE S61°48'42"W - 121.81' along the common line between the said 6.385 Acre tract (2482/270) and the said 12.22 Acre tract to a found 1/2" iron rod at the southwest corner of the said 6.385 Acre tract (2482/270), at the southeast corner of the said 6.385 Acre tract (2482/277), for an exterior ell corner of this tract;

THENCE S61°54'16"W - 319.99' along the common line between the said 6.385 Acre tract (2482/277) and the said 12.22 Acre tract to a found 60D nail on the east line of a called 101.239 Acre tract conveyed to the Board of Trustees of the Schertz-Cibolo-Universal City Independent School District in Volume 4216, Page 649, at the northwest corner of the said 12.22 Acre tract, for the common southwest corner of the said 6.385 Acre tract (2482/277) and of this tract;

THENCE N33°10'49"W - 809.56' along the common line between the said 6.385 Acre tract (2482/277) and the said 101.239 Acre tract to a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" at the northwest corner of the said 6.385 Acre tract (2482/277), at the southwest corner of the said 0.982 Acre tract, for an exterior ell corner of this tract;

THENCE N30°27'31"W - 28.82' along the common line between the said 0.982 Acre tract and the said 101.239 Acre tract to a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" on the south line of the said residue of the 21.5 Acre tract, at the northeast corner of the said 101.239 Acre tract, for an exterior ell corner of this tract;

THENCE along the common line between the said 0.982 Acre tract and the said residue of the 21.5 Acre tract for the following courses and distances:

Exhibit A: Metes and Bounds

N42°33'21"E - 7.60' to a found Railroad Spike at the southeast corner of the said residue of the 21.5 Acre tract, for an interior ell corner of this tract;

N29°46'02"W - 180.13' to a found 3/8" iron rod for an interior ell corner of this tract;

N34°14'00"W - 100.09' to a found 5/8" iron rod for an interior ell corner of this tract;

N35°11'51"W - 279.39' to a found 3/8" iron rod for an exterior ell corner of this tract;

N32°52'27"W - 456.63' to a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" for an exterior ell corner of this tract;

N31°10'44"W - 513.55' to the **POINT OF BEGINNING** containing within these metes and bounds 19.831 Acres of land.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas South Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 2nd day of June, 2023.

Bradley L. Lipscomb, RPLS



Triad Surveying, Inc.
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, Texas 76567
(512) 446-3457

Project No. S23-124

Exhibit A: Metes and Bounds

In Re: 18.933 Acres
All of a called 12 Acre tract
All of a called 6.97 Acre tract
Robert Walker and John Falls Walker Survey
Abstract No. 244
City of Schertz
Guadalupe County, Texas

All that certain tract or parcel of land situated in the City of Schertz, Guadalupe County, Texas, being a part of the Robert Walker and John Falls Walker Survey, Abstract No. 244, being all of a called 12 Acre tract (Tract I) and all of a called 6.97 Acre tract (Tract II) conveyed from Bobby Wenzel Jasek to Douglas E. Jasek, et al by Deed dated May 13, 2022 recorded in Document No. 202299015476 of the Official Records of Guadalupe County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found 3/8" iron rod on the east line of a called 6.082 Acre tract conveyed to Harold J. Densberger in Volume 4156, Page 584, at the most southerly southwest corner of the residue of a called 143.2 Acre tract conveyed to Donna Ott Densberger, et al in Document No. 202099012670, for the common northwest corner of the said 6.97 Acre tract and of this tract;

THENCE N61°02'41"E - 329.26' along the common line between the said residue of the 143.2 Acre tract and a called 1.00 Acre tract conveyed to the City of Schertz in Volume 730, Page 799, respectively, and the said 6.97 Acre tract to a found 3/8" iron rod at the southeast corner of the said 1.00 Acre tract, at the southwest corner of Lot 1, Block 11 of the Freeway Manor Subdivision recorded in Volume 2, Page 98 of the Plat Records of Guadalupe County, Texas, for an exterior ell corner of this tract;

THENCE along the common line between the said Lot 1 and Lots 2, 3, 5, 6, 7, 8, 9, 10, 11 and 12 of the said Block 11 of the Freeway Manor Subdivision, respectively, and the said 6.97 Acre tract for the following courses and distances:

N61°36'06"E - 77.47' to a found 1/2" iron rod at the southeast corner of the said Lot 1, at the southwest corner of the said Lot 2, for an interior ell corner of this tract;

N61°14'51"E - 149.48' to a found 1/2" iron rod on the west line of the said Lot 5, at the southeast corner of the said Lot 3, for the common northeast corner of the said 6.97 Acre tract and of this tract;

S25°35'13"E - 1.34' to a found 5/8" iron rod with yellow plastic cap marked "RODS" at the southwest corner of the said Lot 5, at the northwest corner of the said Lot 6, for an interior ell corner of this tract;

Triad Surveying, Inc.
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, Texas 76567
(512) 446-3457

Project No. S23-124

Exhibit A: Metes and Bounds

S29°57'09"E - 80.04' to a found 5/8" iron rod with yellow plastic cap marked "RODS" at the southwest corner of the said Lot 6, at the northwest corner of the said Lot 7, for an interior ell corner of this tract;

S30°18'46"E - 159.97' to a found 1/2" iron rod with blue plastic cap marked "AMERICAN" at the southwest corner of the said Lot 8, at the northwest corner of the said Lot 9, for an exterior ell corner of this tract;

S29°39'51"E - 79.98' to a found 1/2" iron rod with blue plastic cap marked "AMERICAN" at the southwest corner of the said Lot 9, at the northwest corner of the said Lot 10, for an interior ell corner of this tract;

S29°43'13"E - 159.95' to a found 1/2" iron rod at the southwest corner of the said Lot 11, at the northwest corner of the said Lot 12, for corner of this tract;

S29°43'13"E - 79.55' to a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" on the north line of the said 12 Acre tract, at the southwest corner of the said Lot 12, at the southeast corner of the said 6.97 Acre tract, for an interior ell corner of this tract;

THENCE N60°16'48"E - 120.28' along the common line between the said Lot 12 and the said 12 Acre tract to a found 3/8" iron rod at the southeast corner of the said Lot 12, at the southwest corner of the end of Hope Lane (Unimproved), for corner of this tract;

THENCE N60°16'48"E - 125.49' along the common line between the south Right-of-Way line of Hope Lane and Lot 1, Block 10 of the said Freeway Manor Subdivision to a found 1/2" iron rod at the northwest corner of a called 6.0336 Acre tract conveyed to Todd M. Busch in Volume 2503, Page 172, at the northeast corner of the said 12 Acre tract, for an exterior ell corner of this tract;

THENCE S30°47'00"E - 834.29' along the common line between the said 6.0336 Acre tract and the said 12 Acre tract to a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" on the north Right-of-Way line of Old Wiederstein Road (Variable Width Right-of-Way), at the southwest corner of the said 6.0336 Acre tract, for the common southeast corner of the said 12 Acre tract and of this tract;

THENCE S59°48'02"W - 627.61' along the common line between the said north Right-of-Way line of Old Wiederstein Road and the said 12 Acre tract to a found 3/8" iron rod at the southeast corner of a called 1.967 Acre tract (Tract 2) conveyed to the J.B. Tudyk Revocable Living Trust in Document No. 2017018511, for the common southwest corner of the said 12 Acre tract and of this tract;

THENCE along the common line between the said 12 Acre tract and the said 6.97 Acre tract, respectively, and the said 1.967 Acre tract for the following courses and distances:

N30°46'58"W - 365.40' to a found 1/2" iron rod at the southwest corner of the said 6.97 Acre tract, for an interior ell corner of this tract;

Triad Surveying, Inc.
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, Texas 76567
(512) 446-3457

Project No. S23-124

Exhibit A: Metes and Bounds

N38°07'19"W - 741.08' to a found 3/8" iron rod for an interior ell corner of this tract;
N72°31'22"W - 83.20' to a found 3/8" iron rod for an exterior ell corner of this tract;
N34°18'24"W - 92.65' to a set 1/2" iron rod with red plastic cap marked "TRIAD RPLS 5952" at the northeast corner of the said 1.967 Acre tract, at the southeast corner of the said 6.082 Acre tract, for corner of this tract;

THENCE N34°18'24"W - 157.55' along the common line between the said 6.082 Acre tract and the said 6.97 Acre tract to the **POINT OF BEGINNING** containing within these metes and bounds 18.933 Acres of land.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas South Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 2nd day of June, 2023.

Bradley L. Lipscomb, RPLS



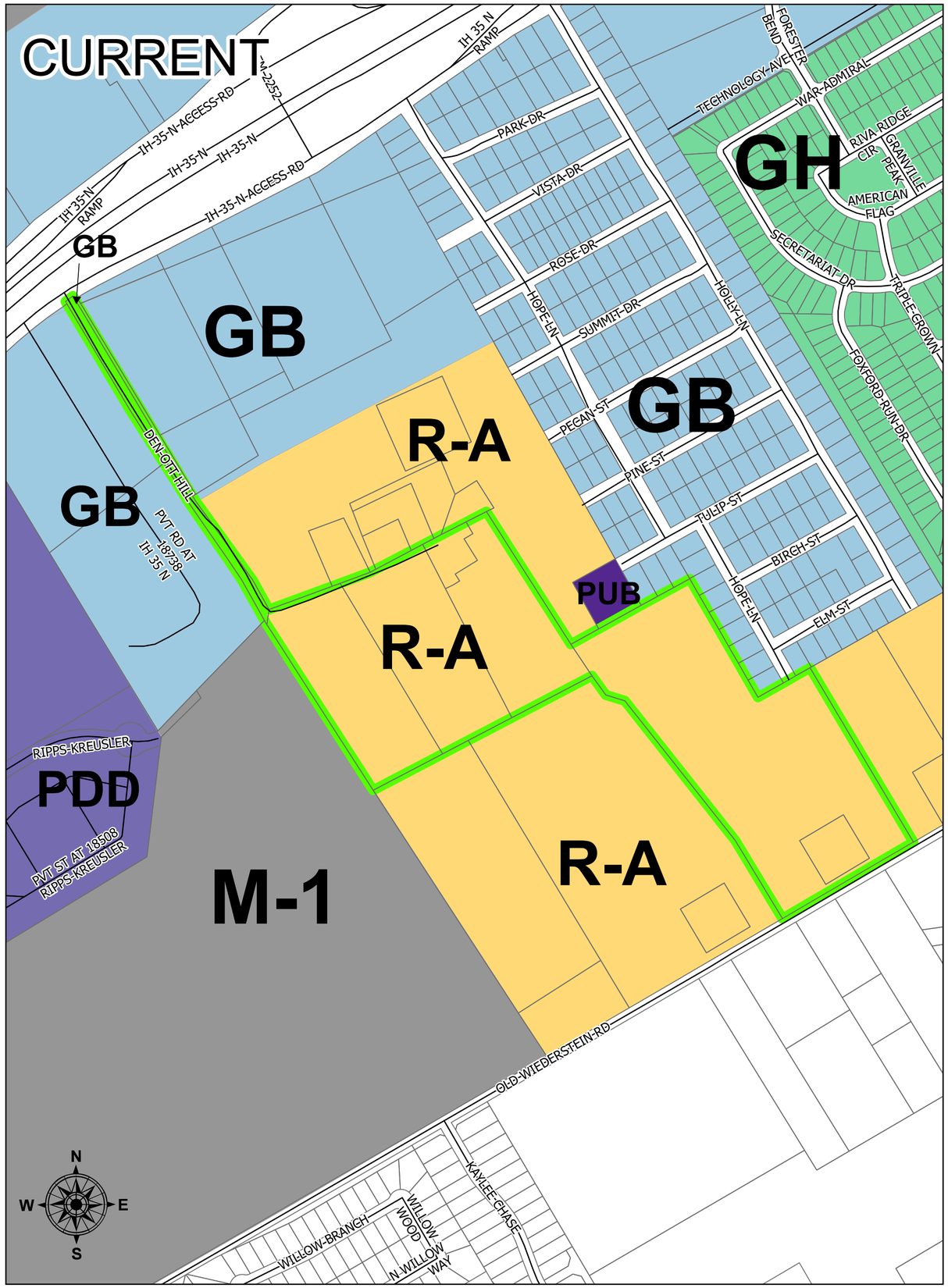
Triad Surveying, Inc.
Firm Registration No. 10007900
P.O. Box 1489
Rockdale, Texas 76567
(512) 446-3457

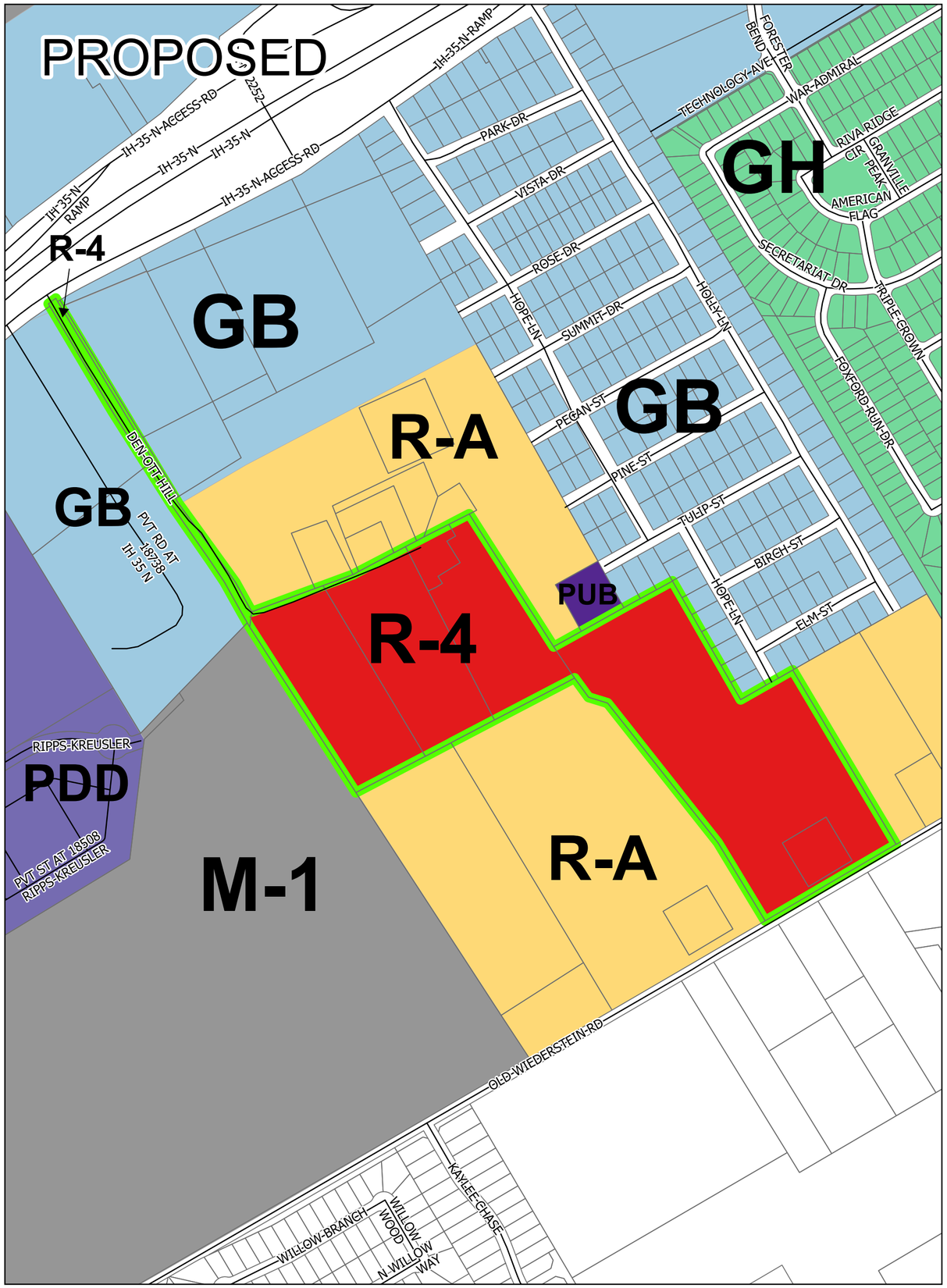
Project No. S23-124

Exhibit “B”

Zoning Exhibit

Exhibit B: Zoning Exhibit





SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

PROPOSED ZONING CHANGE

GUADALUPE COUNTY
PARCEL ID:
68315, 68316, 68296, 68295, 68294, 68302, 68303

Classification

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

0 225 450 900 1,350 Feet

Last update: June 21, 2024

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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 added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.



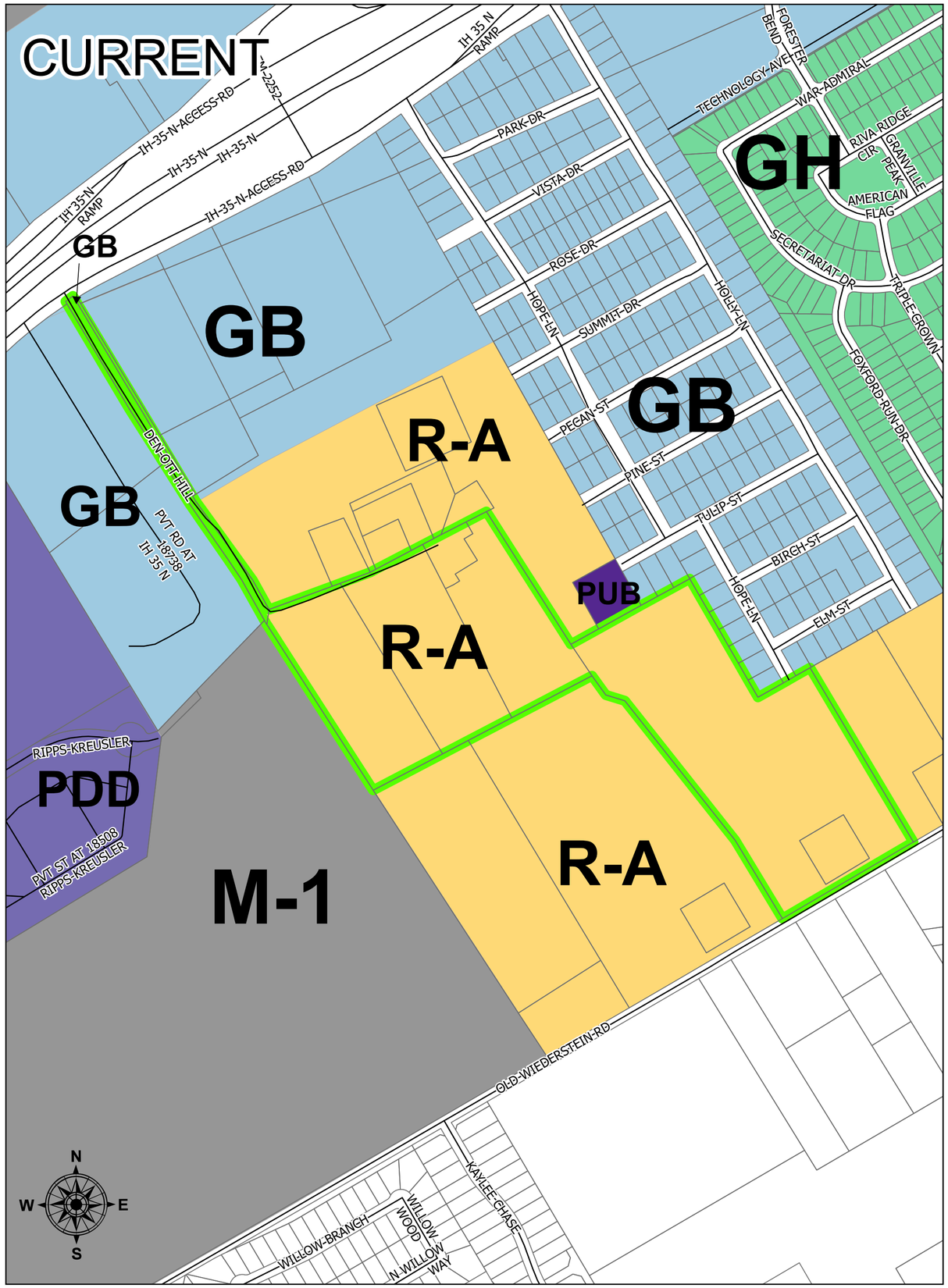
N
W E
S

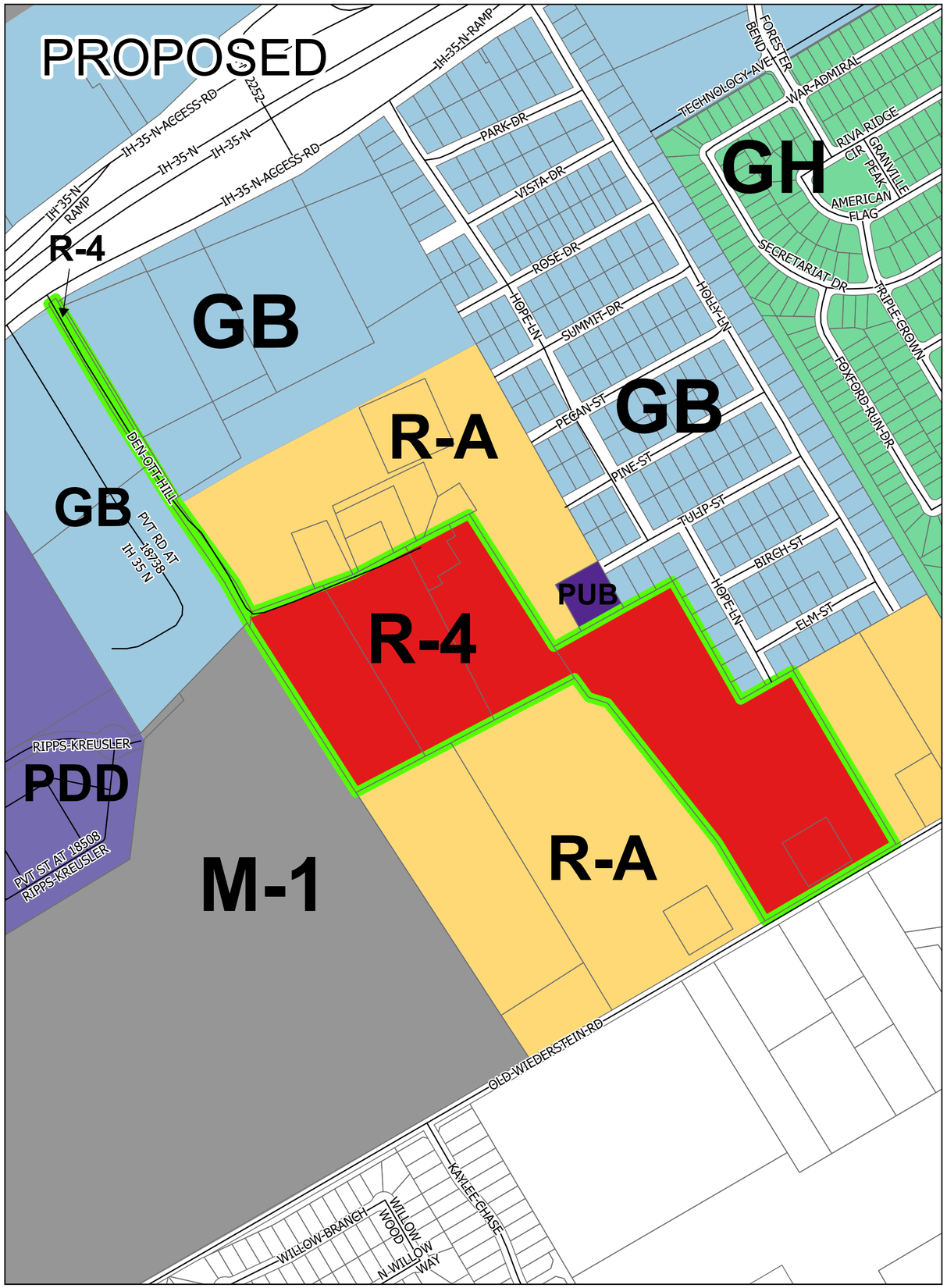
SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

DEN-OTT
(PLZC20240141)

- 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
- County Boundaries
- Schertz Municipal Boundary
- ETJ

0 125 250 500 750 Feet





SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

PROPOSED ZONING CHANGE

GUADALUPE COUNTY
PARCEL ID:
68315, 68316, 68296, 68295, 68294, 68302, 68303

Classification

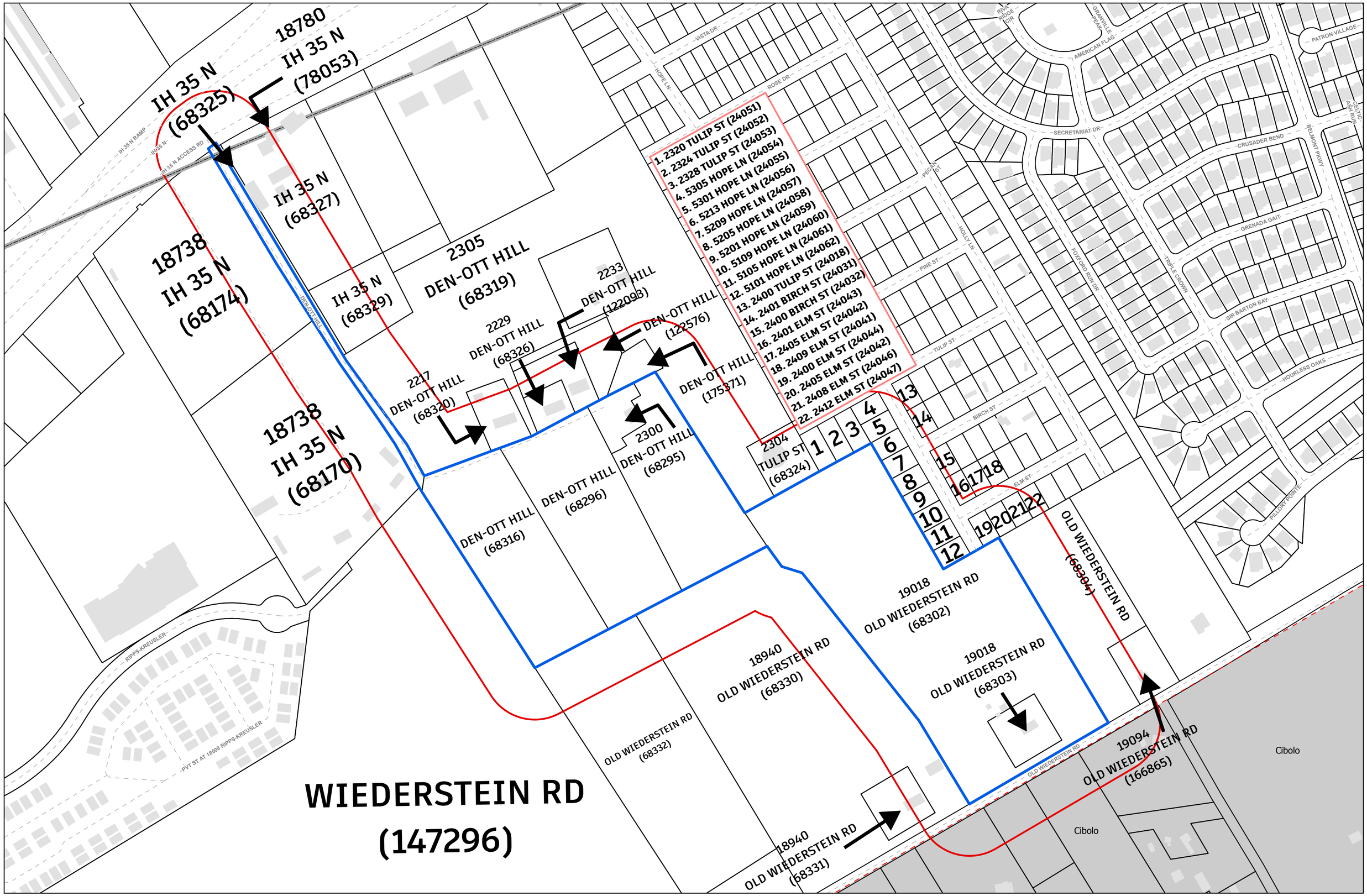
- (PRE) Pre-Development
- (PDD) Planned Development
- (PUB) Public Use
- (R-A) Single-family Residential/Agricultural
- (R-1) Single-Family Residential
- (R-2) Single-Family Residential
- (R-3) Two-Family Residential
- (R-4) Apartment/Multi-Family Residential
- (R-6) Single-family Residential
- (R-7)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

0 225 450 900 1,350 Feet

Last update: June 21, 2024

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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 added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last update: June 21, 2024

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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 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

Den-Ott
(PLZC20240141)

Project Area
200' Buffer

N W E S

0 160 320 640 960 US Feet

Reply Form:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council****. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☒ opposed to ☐ neutral to ☐ the request for **PLZC20240141**

COMMENTS: support re-zoning to R-4 (Apartment / Multi-Family District)

NAME: Douglas E. Jasek SIGNATURE Douglas Jasek
(PLEASE PRINT)

STREET ADDRESS: 19018 Old Wiederstein Rd. (property) / 7726 Silent Forest Dr., Sugar Land, TX 77479 (home)

DATE: 7/18/24

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council****. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☑ opposed to ☐ neutral to ☐ the request for **PLZC20240141**

COMMENTS: This is my vote for (Prop. ID: 68319) - (I am 1/4 owner of this property)

NAME: Diana Ott Densberger etal (PLEASE PRINT) SIGNATURE Diana Ott Densberger

STREET ADDRESS: Po Box 18155 Corpus Christi, TX 78480

DATE: June 26, 2024

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council****. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☑ opposed to ☐ neutral to ☐ the request for **PLZC20240141**

COMMENTS: This is my vote for (Prop ID: 68325) - (I am 1/4 owner of this property)

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

STREET ADDRESS: Po Box 18155, Corpus Christi, TX 78480

DATE: June 26, 2024

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council****. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☑ opposed to ☐ neutral to ☐ the request for **PLZC20240141**

COMMENTS: This references my 1 acre that I own Individually (Prop ID: 122576)

NAME: DIANA OTT SIGNATURE Diana Ott
(PLEASE PRINT)

STREET ADDRESS: PO Box 18155 Corpus Christi, TX 78480

DATE: June 26, 2024

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for PLZC20240141

COMMENTS: 68319 OFF PROPERTY (1/4 OWNER) ETAL

NAME: GLORIA OFF DENSBERGER (PLEASE PRINT) SIGNATURE Gloria Off Densberger

STREET ADDRESS: 2279 JOHN-OFF HILL SCHERTZ, TX

DATE: 6/26/24

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on Wednesday, July 3rd, 2024 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20240141**

COMMENTS: 68325 OTT PROPERTY C/I + OWNERS ETAL

NAME: GLORIA OTT DENSBERGER (PLEASE PRINT) SIGNATURE Gloria Ott Densberger

STREET ADDRESS: 7229 DEN-OTT HILL, SCHERTZ, TX

DATE: 6/24/24

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20240141**

COMMENTS: 68326

NAME: GLORIA OFF DAVENPORT (PLEASE PRINT) SIGNATURE Gloria Off Davenport

STREET ADDRESS: 2229 DEL-OFF HILL SCHERTZ, TX

DATE: 6/26/24

SCHERTZ COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council****. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☑ opposed to ☐ neutral to ☐ the request for **PLZC20240141**

COMMENTS: Property I.D. # 68295 Vote

NAME: Harrold J. Densbergen SIGNATURE Harrold J Densbergen
(PLEASE PRINT)

STREET ADDRESS: 13834 Jolly Roger St. Corpus Christi, TX 78418

DATE: 27 June 2024

SCHERTZ COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council****. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☑ opposed to ☐ neutral to ☐ the request for **PLZC20240141**

COMMENTS: Property I.D.# 68294 Vote

NAME: Harrold J. Densbergen SIGNATURE Harrold J Densbergen
(PLEASE PRINT)

STREET ADDRESS: 13834 Jolly Roger St. Corpus Christi, Tx 78418

DATE: 27 June 2024

SCHERTZ COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council****. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website. proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☑ opposed to ☐ neutral to ☐ the request for **PLZC20240141**

COMMENTS: Property I.D.# 68296 Vote

NAME: Harold F. Dennebergen (PLEASE PRINT) SIGNATURE Harold F Dennebergen

STREET ADDRESS: 13834 Jolly Roger St. Corpus Christi, TX 78418

DATE: 27 June 2024

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council****. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☑ opposed to ☐ neutral to ☐ the request for **PLZC20240141**

COMMENTS: Property I.D. # 68315 Vote

NAME: Harold J. Densberger (PLEASE PRINT) SIGNATURE Harold J Densberger

STREET ADDRESS: 13834 Jolly Roger St. Corpus Christi, Tx 78418

DATE: 27 June 2024

SCHERTZ COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council****. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☑ opposed to ☐ neutral to ☐ the request for **PLZC20240141**

COMMENTS: Property I.D. # 68316 Vote

NAME: Harold J. Densberger (PLEASE PRINT) SIGNATURE Harold J Densberger

STREET ADDRESS: 13834 Jolly Roger St. Corpus Christi, TX 78418

DATE: 27 June, 2024

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council.*** *If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20240141**

COMMENTS: As owner of #68320 I am opposed.

NAME: James OTT (PLEASE PRINT) SIGNATURE James Ott

STREET ADDRESS: 2217 Den - OTT Hill

DATE: 06-27-2024

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council.*** *If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20240141**

COMMENTS: As part owner of # 68319, I'm opposed.

NAME: James OTT (PLEASE PRINT) SIGNATURE James OTT

STREET ADDRESS: 2217 Den-OTT Hill

DATE: 06-27-2024

mailing address: P.O. Box 172
Schertz, Tx 78154

P.S. I'm 1/4 owner of this property.

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council.*** *If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20240141**

COMMENTS: As part owner of #68325, I'm opposed.

NAME: James OTT (PLEASE PRINT) SIGNATURE James Ott

STREET ADDRESS: 2217 Den-OTT Hill

DATE: 06-27-2024

P.S. I'm 1/4 owner of this property.

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council****. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20240141**

COMMENTS: _____

NAME: Joseph B Tudyk JR (PLEASE PRINT) SIGNATURE Joe B. Tudyk Jr

STREET ADDRESS: 18940 Old Wiederstein Rd

DATE: 6-26-24

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council.*** *If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20240141**

COMMENTS: Property Diana Dtt Dersbaugh ETAL #68325 1/4 OWNERSHIP

NAME: Sandra Dtt (PLEASE PRINT) SIGNATURE

STREET ADDRESS: 18780 IH 35 N #3 Schertz TX 78154

DATE: 06-26-2024

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council.*** *If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20240141**

COMMENTS: Diana Ott Ben Sberger ETAL ID# 68319 1/4 OWNERSHIP

NAME: Sandra Ott SIGNATURE Sandra Ott
(PLEASE PRINT)

STREET ADDRESS: 18780 I H 35 N #3 Schertz TX 78154

DATE: 6-26-2024

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council.*** *If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20240141**

COMMENTS: Property 175371

NAME: Sandra Ott (PLEASE PRINT) SIGNATURE Sandra Ott

STREET ADDRESS: 18780 I H 35 N #3 Schertz, TX 78154

DATE: June 27 2024

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council****. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☐ opposed to ☑ neutral to ☐ the request for **PLZC20240141**

COMMENTS: _____

NAME: Stacy Smith SIGNATURE _____
(PLEASE PRINT)

STREET ADDRESS: 18730 IH 35 N SCHERTZ, TX 78154

DATE: 3/6/24

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council.*** *If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20240141**

COMMENTS: Property ID 122093

NAME: Nicole Marie Sharp (PLEASE PRINT) SIGNATURE

STREET ADDRESS: 13780 IH 35 N lot #2 Schertz TX 78154

DATE: 6-26-2024

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

June 21, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, July 3rd, 2024** 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:

PLZC20240141 - Hold a public hearing and make a recommendation on a request to rezone approximately 38.8 acres of land from Single-Family Residential/Agricultural District (R-A) to Apartment/Multi-Family District (R-4), known as Guadalupe County Property Identification Number 68294, 68295, 68296, 68302, 68303, 68315 68316, generally located 1,100 feet to the west of the FM 2252 and IH 35 intersection, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 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:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council.*** *If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

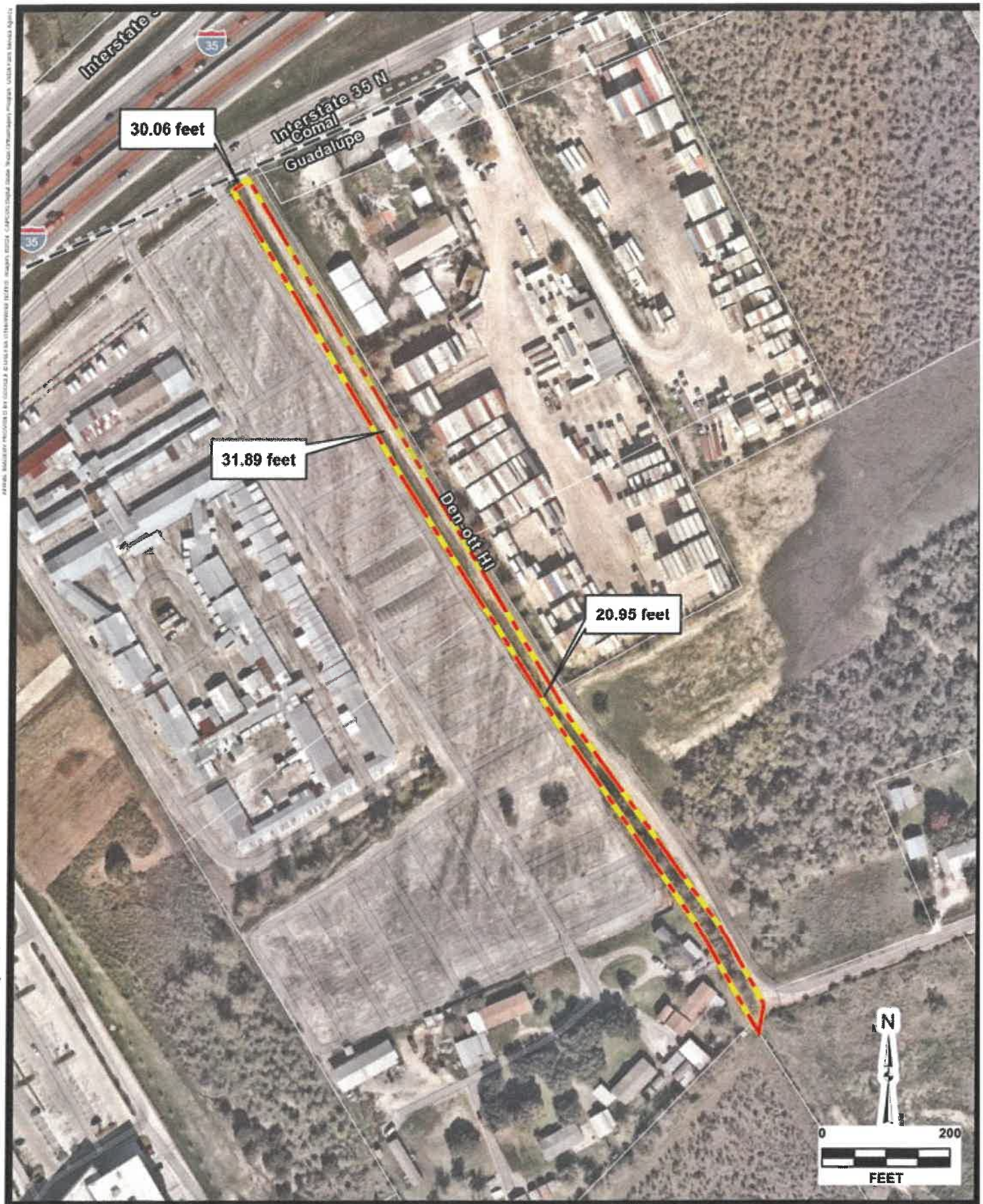
I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLZC20240141**

COMMENTS: _____

NAME: Adam Sharp SIGNATURE _____
(PLEASE PRINT)

STREET ADDRESS: 2233 Dan Hill

DATE: June 26, 2024



JOB NO.	12405-03
DATE	Jul 2024
DESIGNER	CB
CHECKED	CB
DRAWN	SD
SHEET	1.0

NAME OF PROJECT

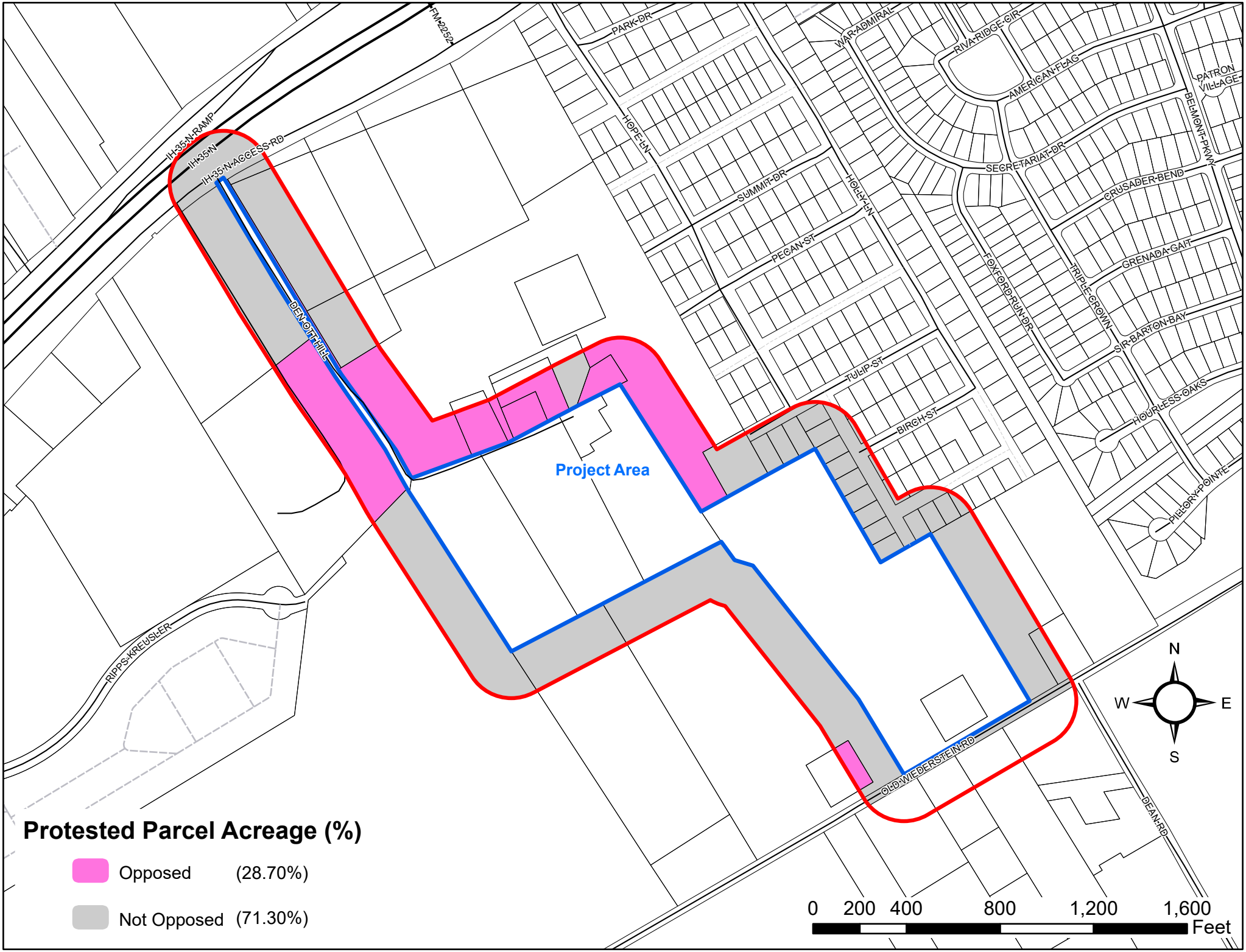
DIMENSION MAP

CITY OF SCHERTZ, TEXAS

PAPE-DAWSON ENGINEERS

2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000

TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800



8/16/2024 1:49 PM

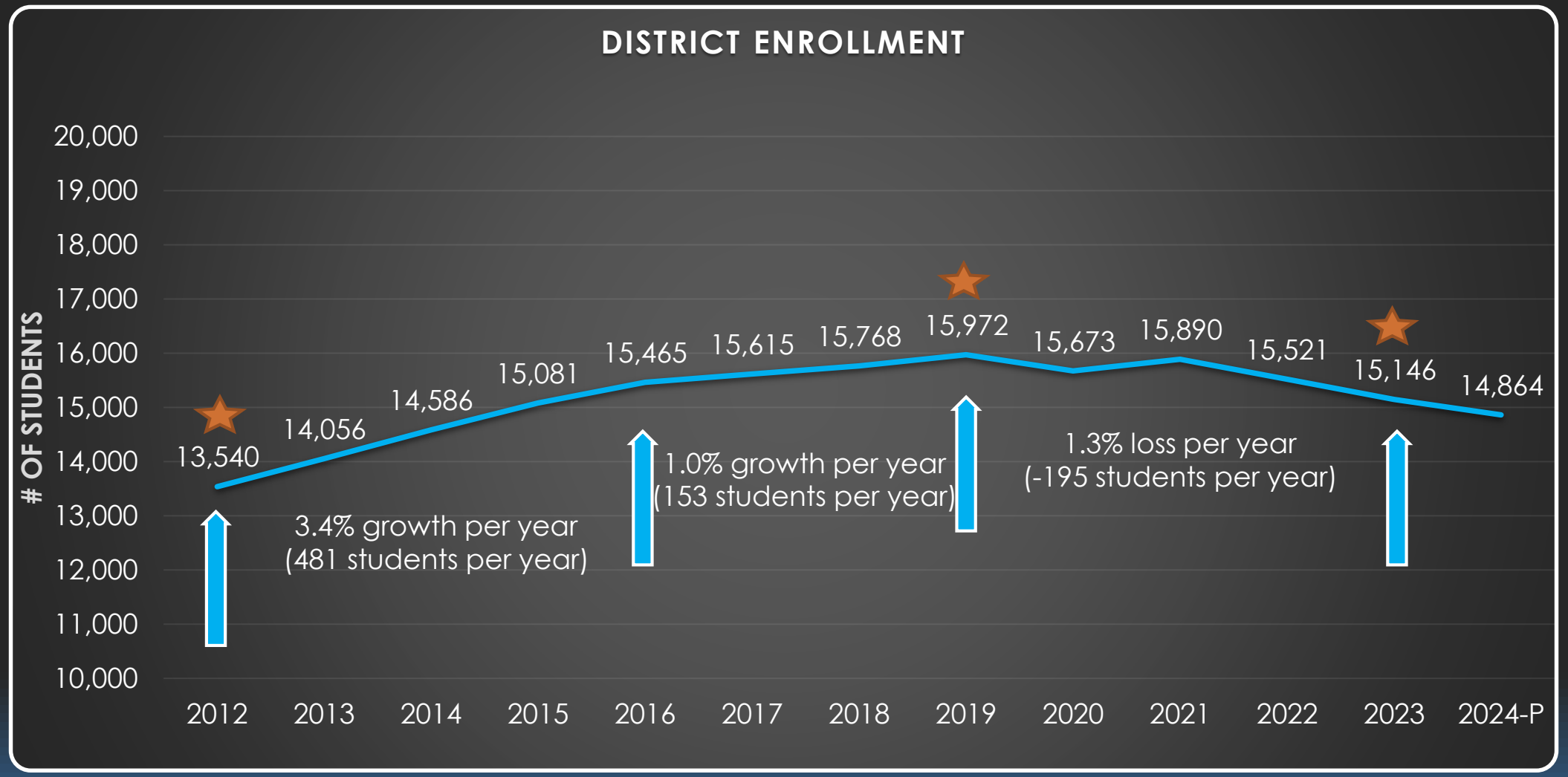
SCHERTZ - CIBOLO - UNIVERSAL CITY ISD

10 YEAR CAMPUS FORECASTING

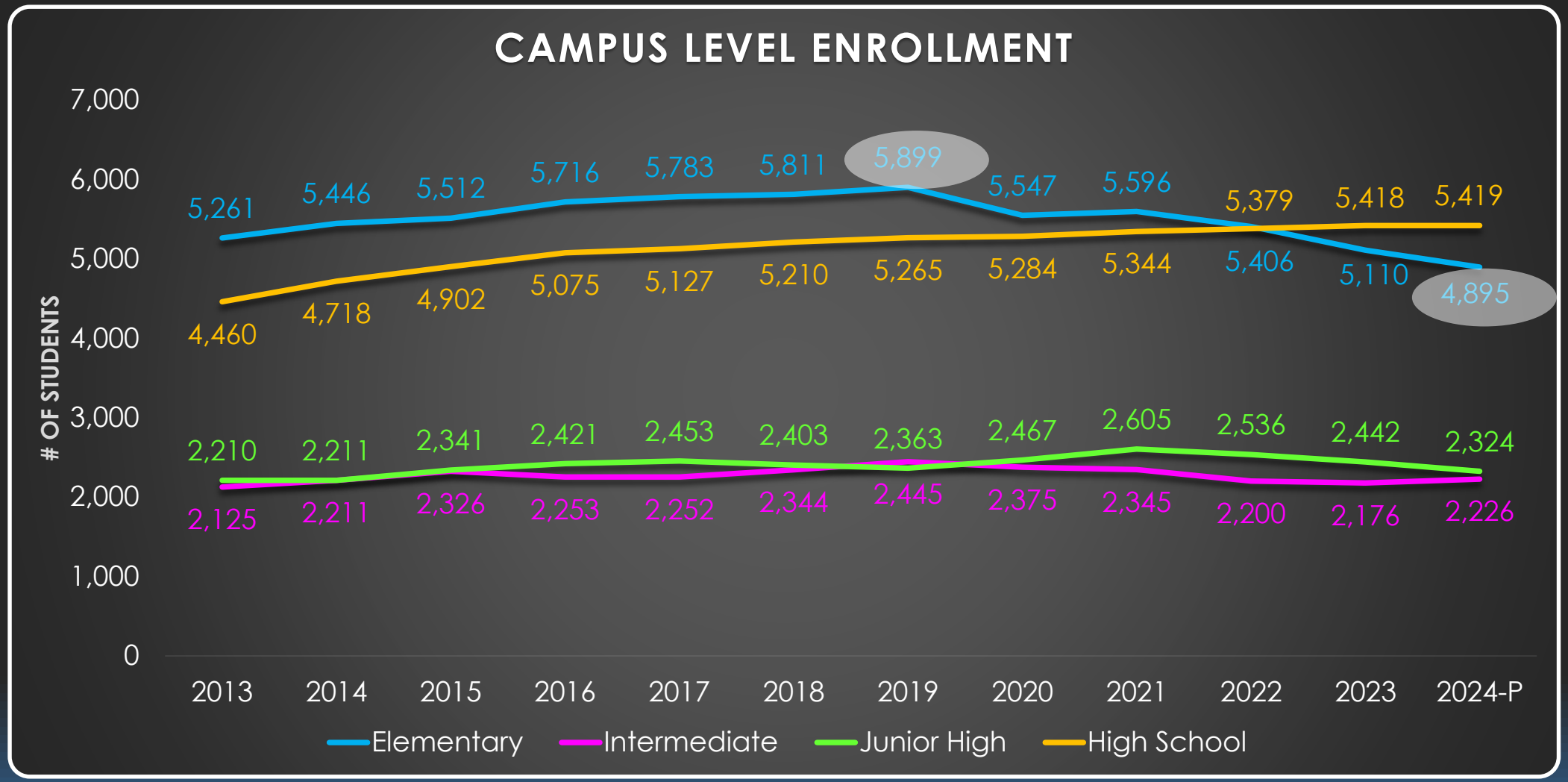
FORECASTING CONSIDERATIONS

- Enrollment
  - Historical Trends
  - Projections
  - Transfers to Charters and Other ISDs
- Campus Capacity
- Bonding Capacity

HISTORICAL ENROLLMENT



HISTORICAL ENROLLMENT BY CAMPUS LEVEL



ENROLLMENT HISTORY BY LEVEL – OCTOBER

- 2019 to 2023 Enrollment Decrease
  - High School enrollment has remained strong
  - We have added 154 High School students since 2019
  - And Junior High has only lost 39 students since 2019
- Elementary is where we have felt the largest drop in enrollment
  - Specifically, 918 students lost since 2019
  - and 219 students lost at the intermediate level.

STUDENT TRANSFERS

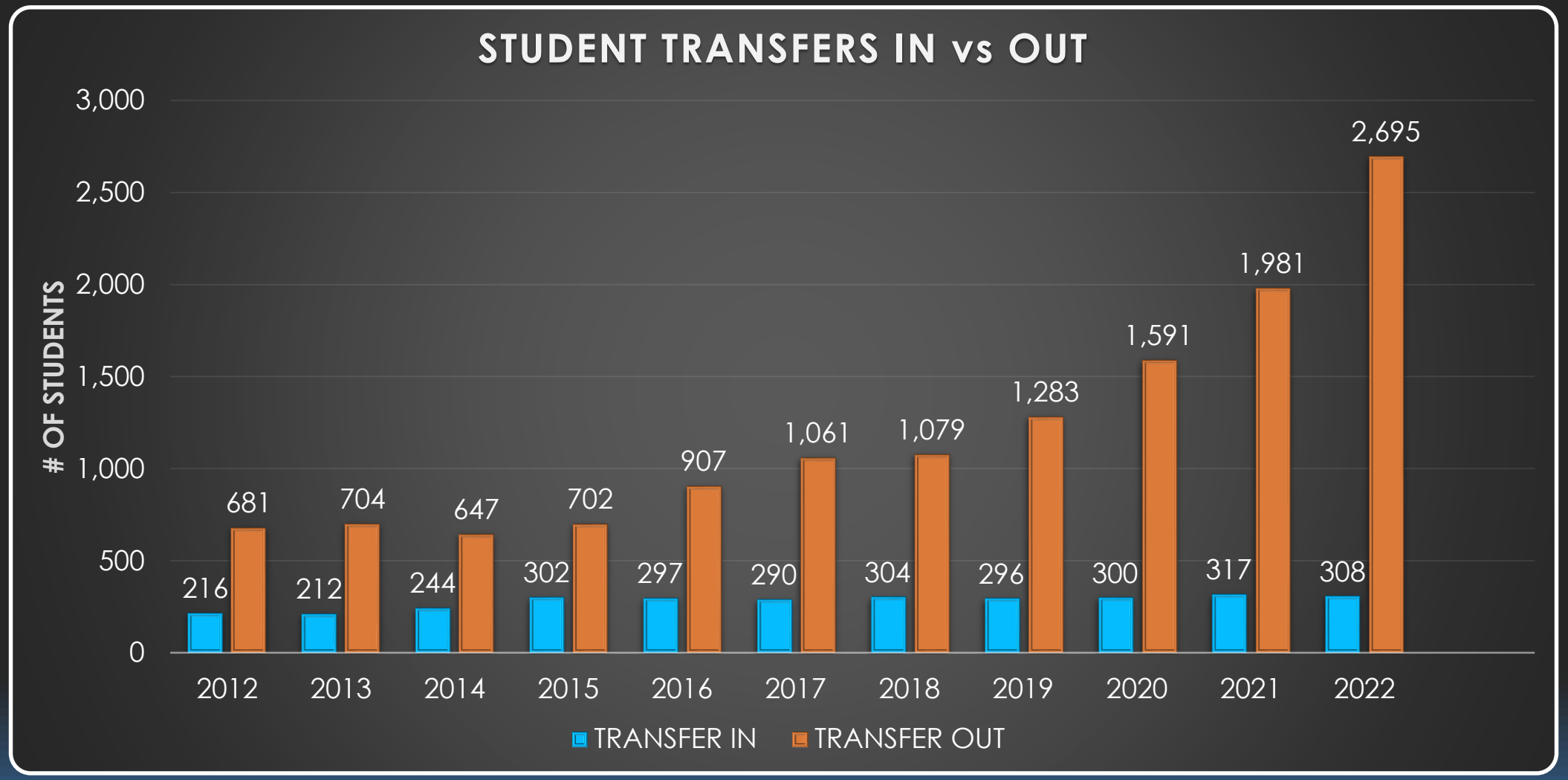
PEIMS YEAR	TRANSFER IN	TRANSFER OUT	DIFFERENCE
2012	216	681	-465
2013	212	704	-492
2014	244	647	-403
2015	302	702	-400
2016	297	907	-610
2017	290	1061	-771
2018	304	1079	-775
2019	296	1283	-987
2020	300	1591	-1291
2021	317	1981	-1664
2022	308	2695	-2387
2023	Data available in March		

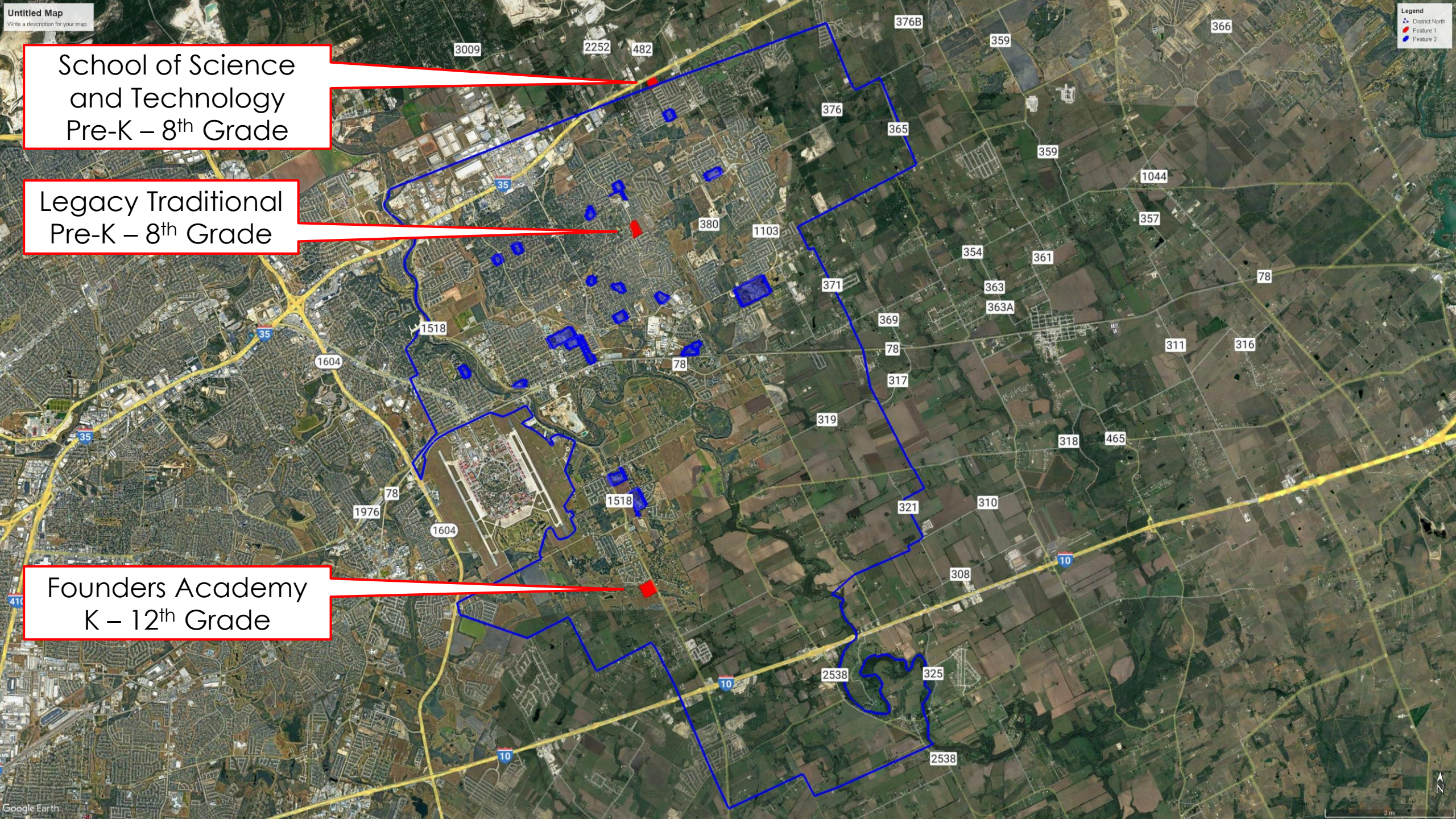
First Year of Founders Charter School →

First Year of School of Science and Technology →

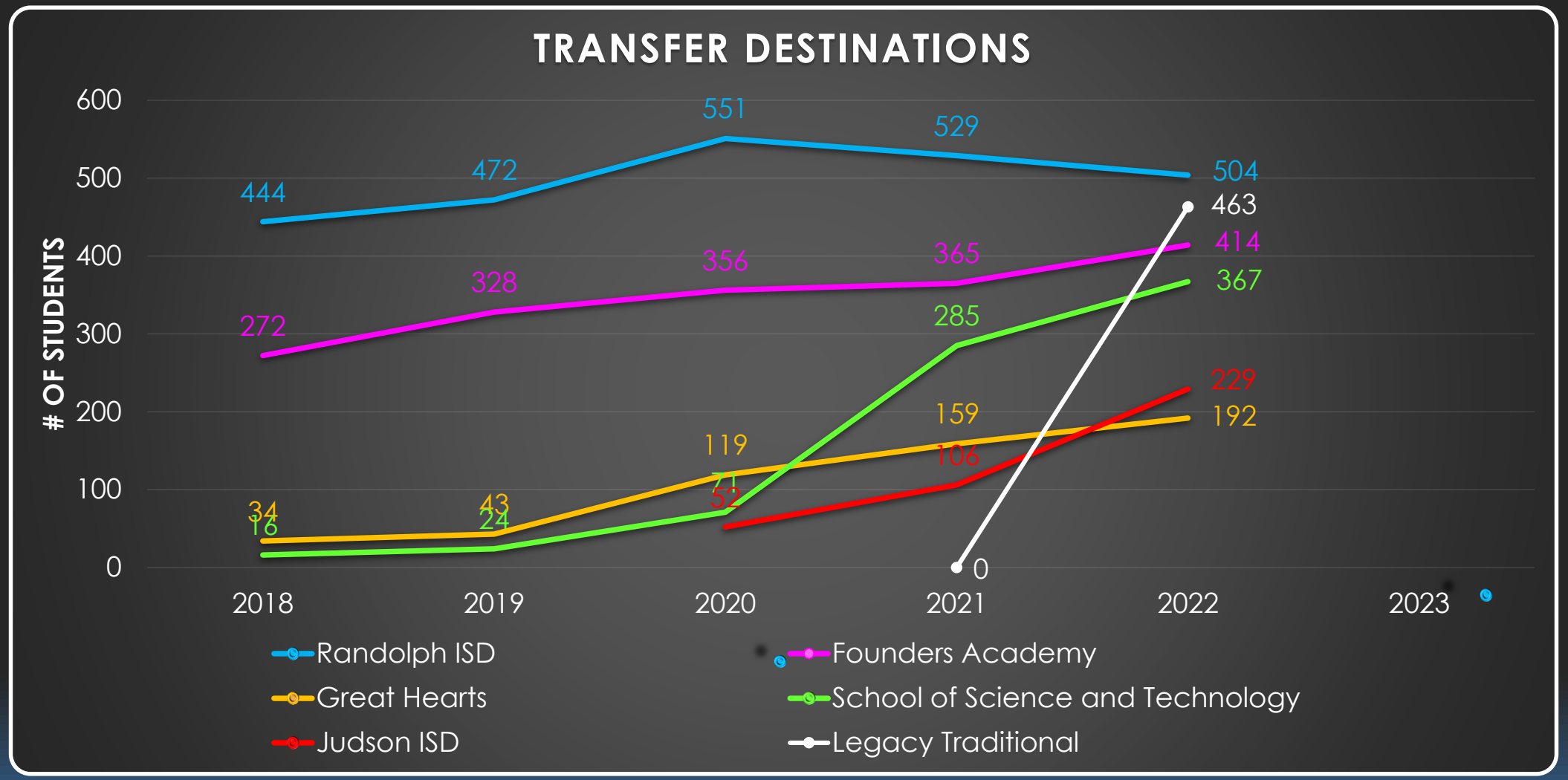
First Year of Legacy Traditional School →

STUDENT TRANSFERS IN VS. OUT

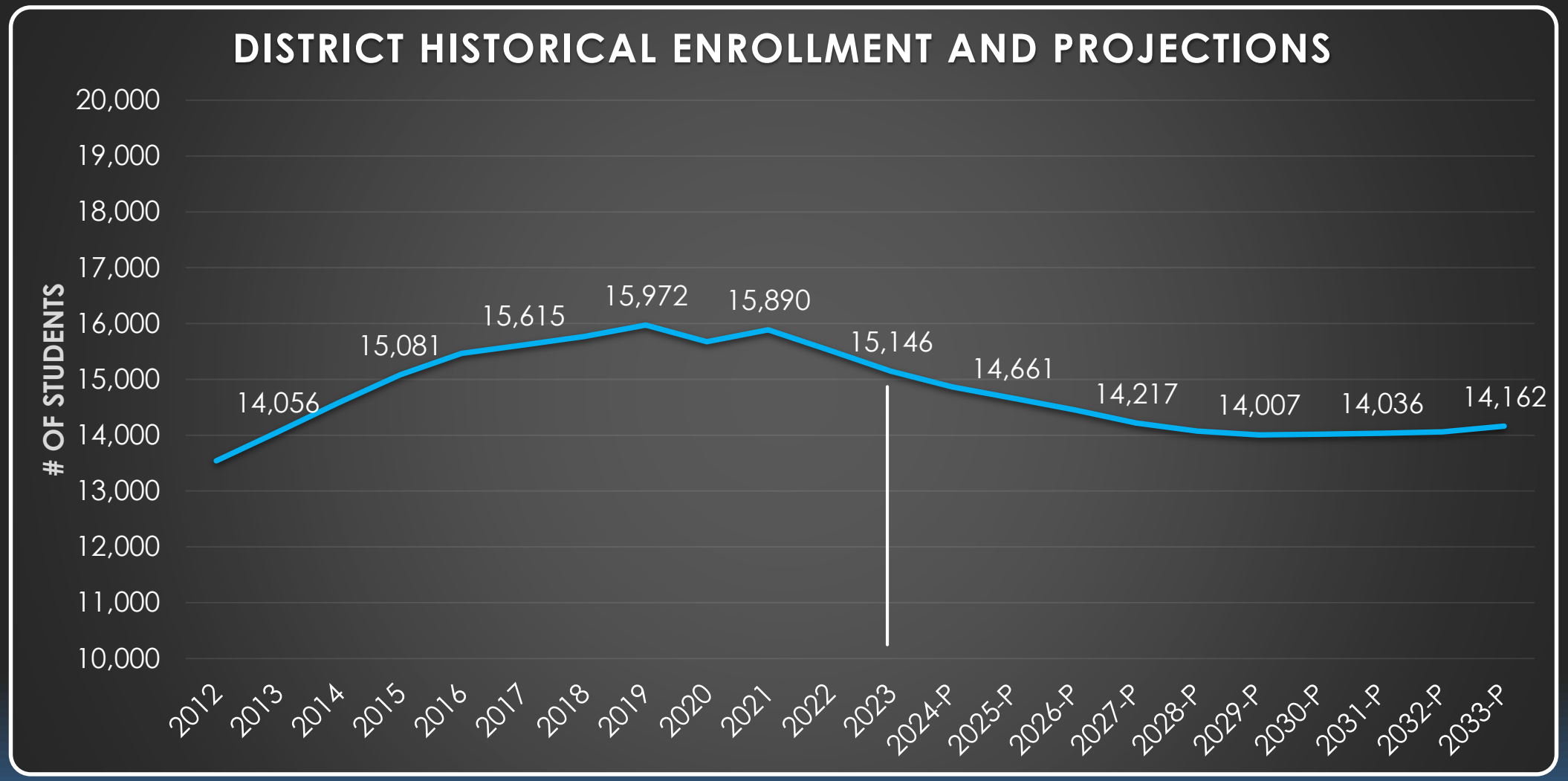



Untitled Map
Write a description for your map.
School of Science and Technology Pre-K – 8th Grade
Legacy Traditional Pre-K – 8th Grade
Founders Academy K – 12th Grade
Legend
District North
Feature 1
Feature 2
3009
2252
482
376B
359
366
376
365
359
1044
380
1103
357
354
361
78
371
363
363A
369
78
1518
1604
78
317
311
316
319
318
465
78
1976
1518
1604
321
310
308
2538
325
2538
35
10
Google Earth
N

MAIN DESTINATIONS FOR TRANSFERS OUT



SO, HOW MANY STUDENTS WILL WE HAVE IN THE FUTURE?



ENROLLMENT PROJECTIONS

- Over the next 6 years our District is projected to lose on average 1.3% of our enrollment annually.
  - Resulting in the potential decline in enrollment of another 1,139 students over the same period
  - Larger graduating classes continue to be replaced with smaller Pre-K and Kinder
  - Growth in Charter enrollment is likely to contribute to the smaller elementary class sizes

PEIMS YEAR	PROJECTED ENROLLMENT	GROWTH (DECLINE)	PERCENTAGE CHANGE
2023	15,146	-375	-2.42%
2024-P	14,864	-282	-1.86%
2025-P	14,661	-203	-1.37%
2026-P	14,451	-210	-1.43%
2027-P	14,217	-234	-1. 62%
2028-P	14,073	-144	-1.01%
2029-P	14,007	-66	-0.47%
2030-P	14,017	10	0.07%
2031-P	14,036	19	0.14%
2032-P	14,059	22	0.16%
2033-P	14,162	103	0.73%

ENROLLMENT PROJECTIONS

- Beginning in 2030 the district is expected to begin adding students
  - Incoming elementary enrollment and graduating classes begin to reach a balance
  - In 2033 we are projected to return to the enrollment we had in 2013

PEIMS YEAR	PROJECTED ENROLLMENT	GROWTH (DECLINE)	PERCENTAGE CHANGE
2023	15,146	-375	-2.44%
2024-P	14,864	-282	-1.86%
2025-P	14,661	-203	-1.37%
2026-P	14,451	-210	-1.43%
2027-P	14,217	-234	-1. 62%
2028-P	14,073	-144	-1.01%
2029-P	14,007	-66	-0.47%
2030-P	14,017	10	0.07%
2031-P	14,036	19	0.14%
2032-P	14,059	22	0.16%
2033-P	14,162	103	0.73%

WHY HAS IT BECOME SO HARD TO PROJECT ENROLLMENT?

- Prior to COVID and area Charter Schools, SCUC was essentially the only option for parents moving into our growing community.
  - When projecting growth, birth rates and housing growth were the only two major variables we had to consider.
- Beginning 2017 with the first area Charter School, parents began to exercise their choice.
  - with COVID we saw virtual learning enter the game and homeschooling became more prevalent
  - Our community also continued to experience aging in place
- Projecting enrollment is much more difficult with these added variables.

FORECASTING CONSIDERATIONS

- Enrollment
  - Historical Trends
  - Projections
  - Transfers to Charters and Other ISDs
- Campus Capacity

UNDERSTANDING CAMPUS CAPACITY

- Design Capacity
  - Capacity of a campus as architecturally designed with every full-size classroom at full capacity
  - Ex. Sippel Elementary has a design capacity of 750 students
- Functional Capacity
  - Design capacity of a campus minus 10% to account for special programs on a campus that reduce the capacity of a full-size classroom
  - Ex. Sippel Elementary has a functional capacity of 675 students
- Maximum Capacity
  - Campus capacity considering the addition of portable classroom buildings to the design capacity and the number of students the common areas of the campus can support
  - Ex. Sippel Elementary has a maximum capacity of 1058 students

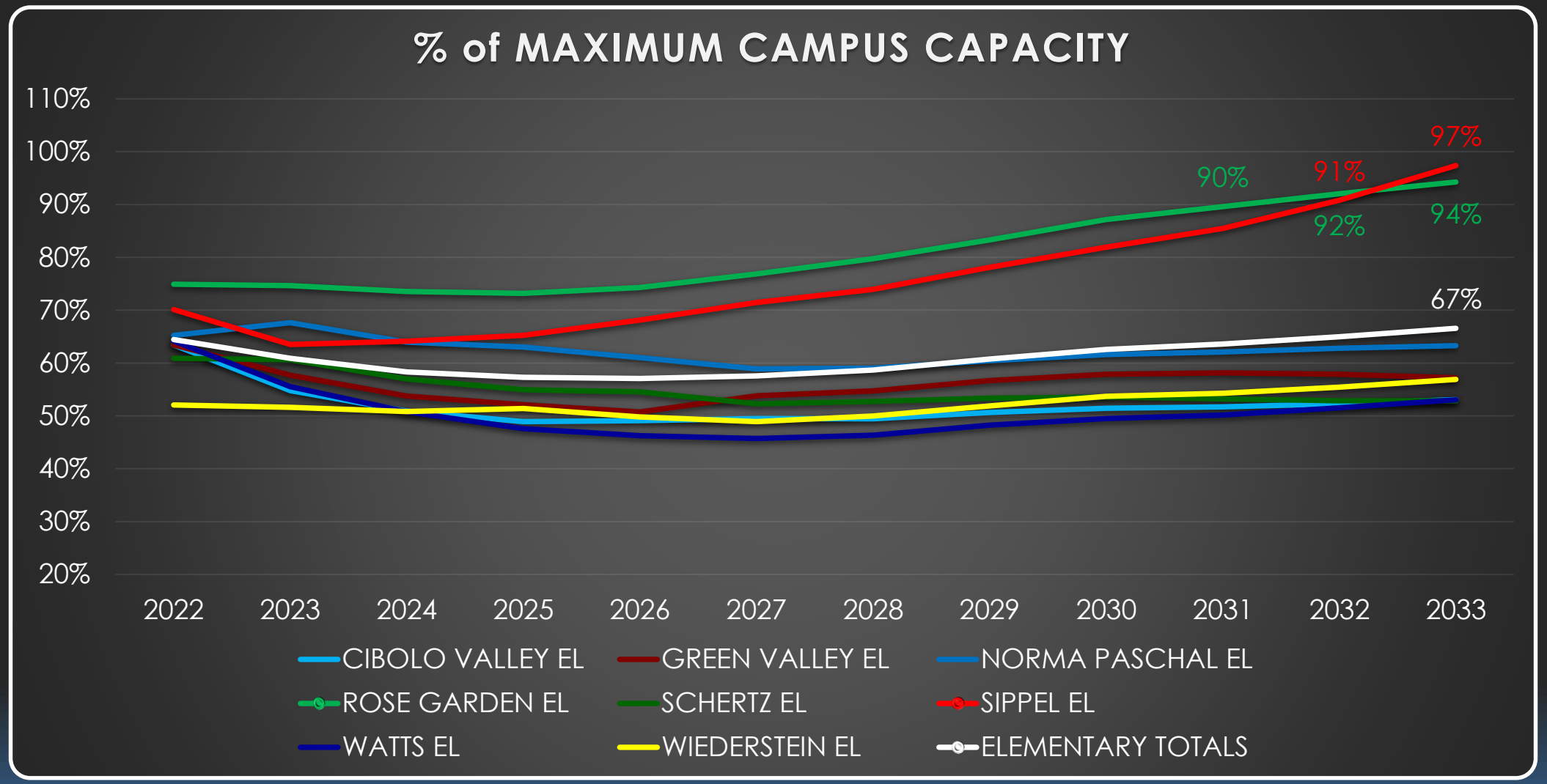
PLANNING USING OUR MAXIMUM CAPACITY

- We begin considering the use of **CAPACITY RELIEF TOOLS** when a campus reaches **90%** of its maximum capacity. The District has several tools at our disposal
- Tools to **REDUCE/MAINTAIN THE ENROLLMENT** of a campus include:
  - Capping enrollment of the campus to new students
  - Moving special programs to campuses with lower enrollments
- Tools to **BALANCE THE ENROLLMENT** at campuses include:
  - Rezoning the attendance boundaries
- Tools to **INCREASE THE CAPACITY** of the campus/district include:
  - Adding portable classroom buildings
  - Adding to or renovating the existing building
  - Building a new campus to the district

ELEMENTARY CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
CIBOLO VALLEY EL	891	1,200	761	657	611	587	589	594	594	608	617	620	627	637
% Max Capacity			63%	55%	51%	49%	49%	49%	49%	51%	51%	52%	52%	53%
GREEN VALLEY EL	673	924	586	533	497	482	469	497	506	524	535	537	535	529
% Max Capacity			63%	58%	54%	52%	51%	54%	55%	57%	58%	58%	58%	57%
NORMA PASCHAL EL	673	924	603	625	591	582	564	544	546	559	569	574	580	585
% Max Capacity			65%	68%	64%	63%	61%	59%	59%	60%	62%	62%	63%	63%
ROSE GARDEN EL	891	1,200	899	896	882	878	891	923	957	999	1,046	1,075	1,104	1,131
% Max Capacity			75%	75%	74%	73%	74%	77%	80%	83%	87%	90%	92%	94%
SCHERTZ EL	675	1,102	671	668	628	605	601	576	581	588	591	586	582	582
% Max Capacity			61%	61%	57%	55%	55%	52%	53%	53%	54%	53%	53%	53%
SIPPEL EL	675	1,058	742	672	679	690	721	756	782	827	867	904	961	1,030
% Max Capacity			70%	64%	64%	65%	68%	71%	74%	78%	82%	85%	91%	97%
WATTS EL	673	924	593	513	469	440	428	423	428	446	457	463	476	490
% Max Capacity			64%	56%	51%	48%	46%	46%	46%	48%	49%	50%	52%	53%
WIEDERSTEIN EL	675	1,058	551	546	538	544	527	517	529	549	568	574	587	602
% Max Capacity			52%	52%	51%	51%	50%	49%	50%	52%	54%	54%	55%	57%
ELEMENTARY TOTALS	5,826	8,390	5,406	5,110	4,895	4,808	4,790	4,830	4,922	5,099	5,250	5,335	5,453	5,587
% Max Capacity			64%	61%	58%	57%	57%	58%	59%	61%	63%	64%	65%	67%
Elementary Percent Change			-3.40%	-5.48%	-4.21%	-1.78%	-0.37%	0.83%	1.91%	3.59%	2.96%	1.63%	2.20%	2.46%
Elementary Absolute Change			-190	-296	-215	-87	-18	40	92	177	151	85	117	134

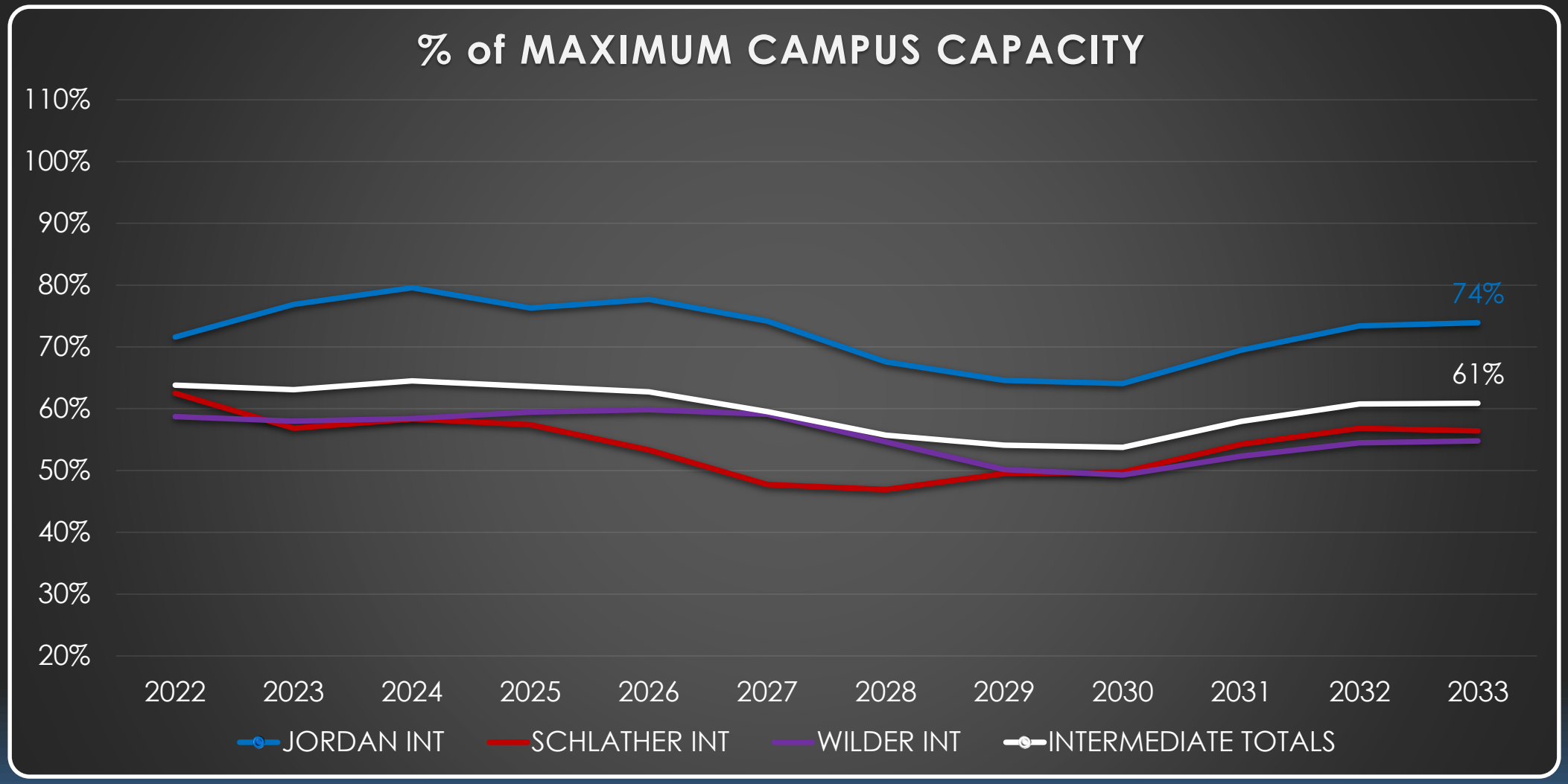
ELEMENTARY CAPACITIES



INTERMEDIATE CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
JORDAN INT	810	1,000	716	769	796	763	777	742	676	646	641	695	734	739
% Max Capacity			72%	77%	80%	76%	78%	74%	68%	65%	64%	70%	73%	74%
SCHLATHER INT	810	1,200	750	682	700	689	640	573	563	594	597	651	682	677
% Max Capacity			63%	57%	58%	57%	53%	48%	47%	50%	50%	54%	57%	56%
WILDER INT	810	1,250	734	725	730	743	748	739	683	627	616	654	681	685
% Max Capacity			59%	58%	58%	59%	60%	59%	55%	50%	49%	52%	54%	55%
INTERMEDIATE TOTALS		3,450	2,201	2,176	2,226	2,195	2,165	2,054	1,922	1,867	1,854	2,000	2,097	2,101
% Max Capacity			64%	63%	65%	64%	63%	60%	56%	54%	54%	58%	61%	61%
Intermediate Percent Change			-6.13%	-1.09%	2.30%	-1.39%	-1.37%	-5.13%	-6.43%	-2.86%	-0.70%	7.87%	4.85%	0.19%
Intermediate Absolute Change			-144	-24	50	-31	-30	-111	-132	-55	-13	146	97	4

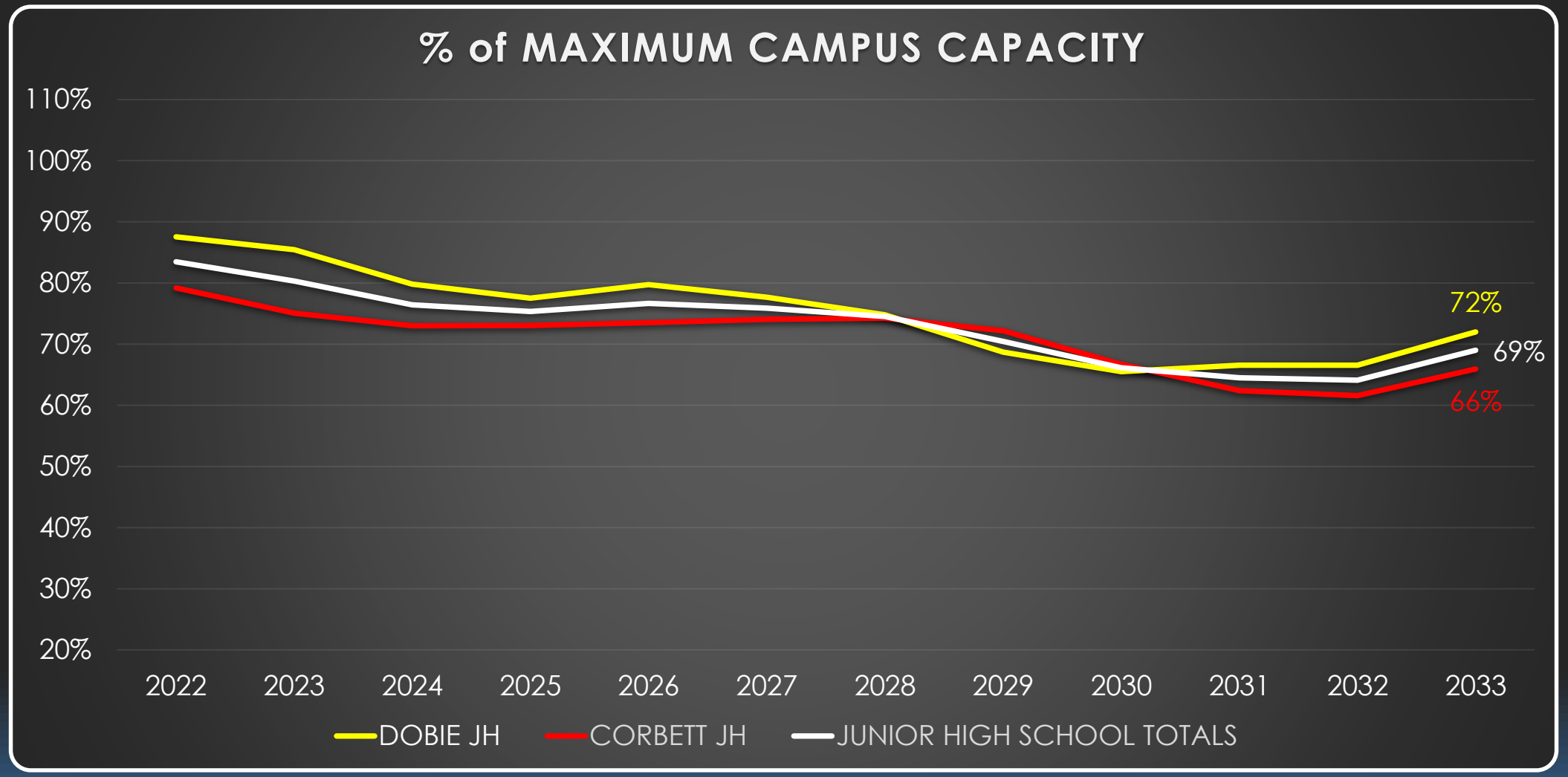
INTERMEDIATE CAPACITIES



JUNIOR HIGH CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
DOBIE JH	1,300	1,540	1,348	1,316	1,229	1,194	1,228	1,196	1,152	1,058	1,009	1,025	1,025	1,109
% Max Capacity			88%	85%	80%	78%	80%	78%	75%	69%	66%	67%	67%	72%
CORBETT JH	1,080	1,500	1,188	1,126	1,095	1,096	1,103	1,111	1,114	1,083	1,001	936	924	989
% Max Capacity			79%	75%	73%	73%	74%	74%	74%	72%	67%	62%	62%	66%
JUNIOR HIGH SCHOOL TOTALS		3,040	2,537	2,442	2,324	2,290	2,331	2,307	2,266	2,141	2,010	1,961	1,949	2,098
% Max Capacity			83%	80%	76%	75%	77%	76%	75%	70%	66%	65%	64%	69%
Junior High School Percent Change			-2.62%	-3.71%	-4.83%	-1.46%	1.79%	-1.03%	-1.78%	-5.52%	-6.12%	-2.44%	-0.61%	7.64%
Junior High School Absolute Change			-68	-94	-118	-34	41	-24	-41	-125	-131	-49	-12	149

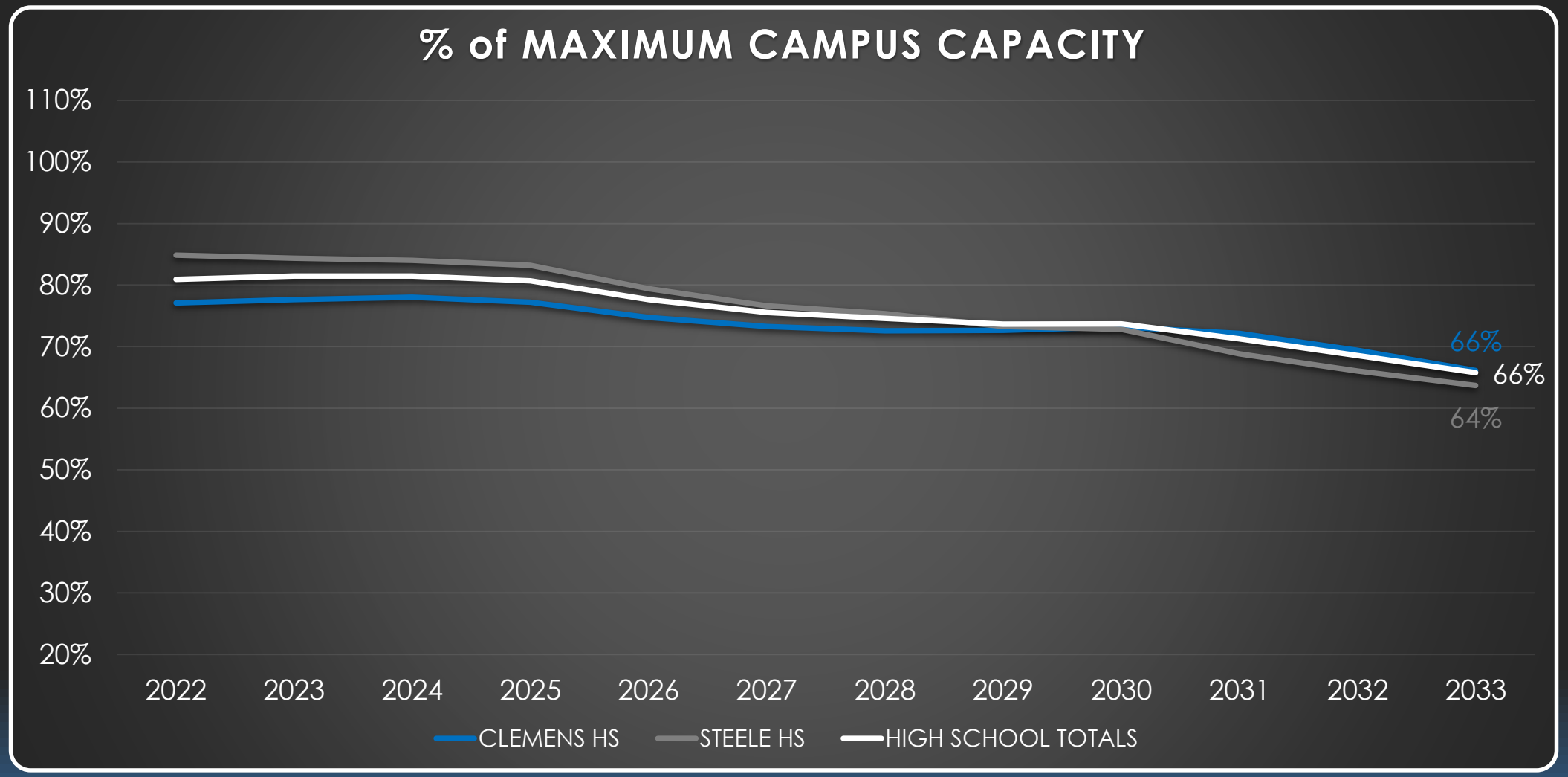
JUNIOR HIGH CAPACITIES



HIGH SCHOOL CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
CLEMENS HS	2,700	3,300	2,544	2,563	2,576	2,550	2,469	2,419	2,397	2,400	2,418	2,383	2,292	2,183
% Max Capacity			77%	78%	78%	77%	75%	73%	73%	73%	73%	72%	69%	66%
STEELE HS	2,160	3,200	2,716	2,700	2,688	2,663	2,541	2,452	2,411	2,345	2,330	2,202	2,113	2,038
% Max Capacity			85%	84%	84%	83%	79%	77%	75%	73%	73%	69%	66%	64%
HIGH SCHOOL TOTALS		6,650	5,381	5,418	5,419	5,368	5,165	5,026	4,963	4,900	4,903	4,740	4,560	4,376
% Max Capacity			81%	81%	81%	81%	78%	76%	75%	74%	74%	71%	69%	66%
High School Percent Change			0.69%	0.71%	0.02%	-0.94%	-3.78%	-2.69%	-1.25%	-1.27%	0.06%	-3.32%	-3.80%	-4.04%
High School Absolute Change			37	38	1	-52	-204	-137	-64	-63	3	-163	-180	-183

HIGH SCHOOL CAPACITIES



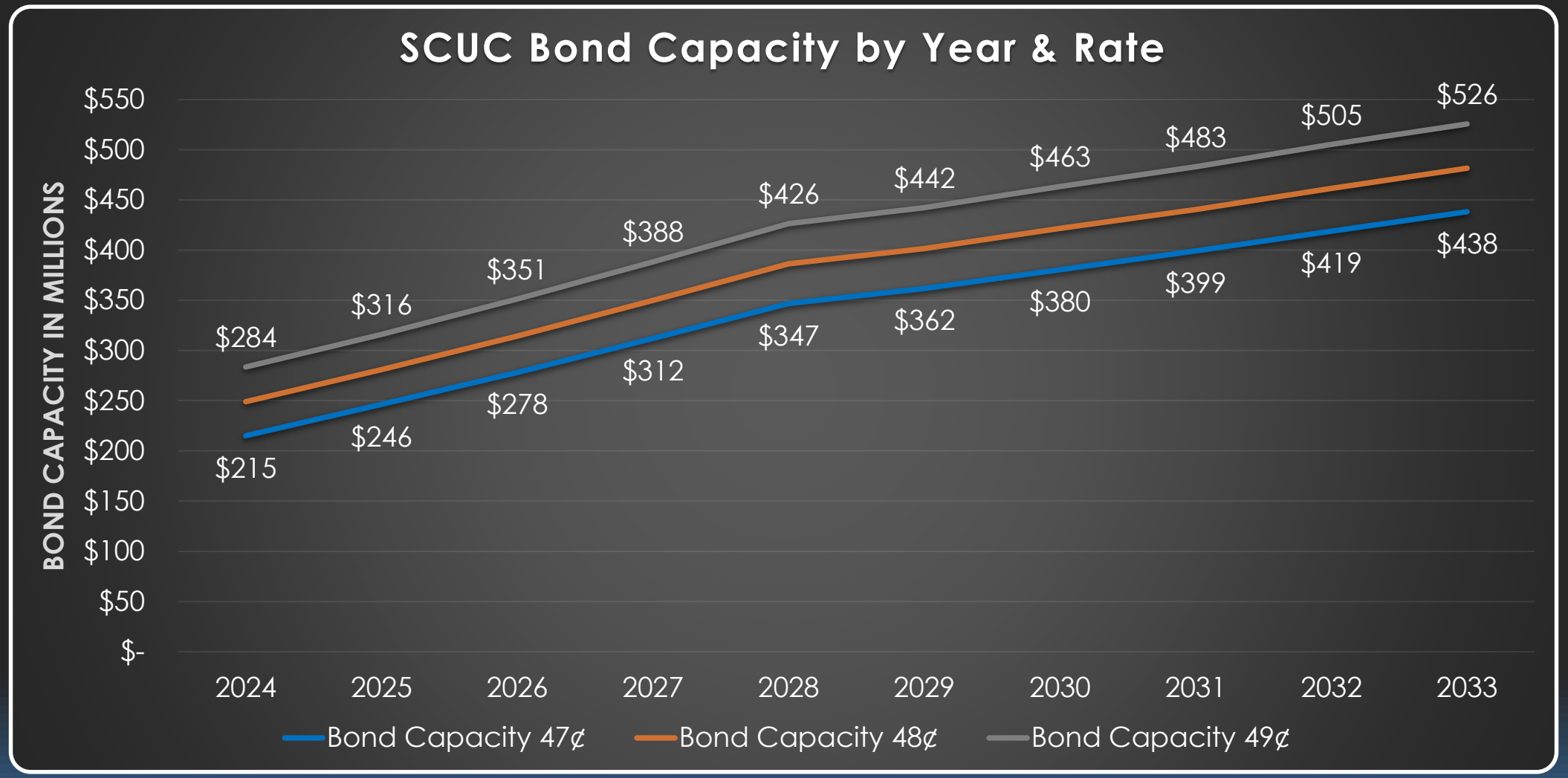
FORECASTING CONSIDERATIONS

- Enrollment
  - Historical Trends
  - Projections
  - Transfers to Charters and Other ISDs
- Campus Capacity
- Bonding Capacity

PROJECTING BONDING CAPACITY - SCUC

- Projecting Tax Revenue
  - Assumes NO refinancing for bond savings
    - Defeasing principal
  - Modest property value growth
    - 4.0% annual increase for 2024-2028
    - 2.0% annual increase for 2029-2033
- As debt is restructured and property values increase, we begin to have some bonding capacity
  - Capacity for additional debt is lower at first, more in later years
- Forecasting using three options for I&S Tax Rate
  - **$0.47** per $100 of valuation (Current), **$0.48** per $100 valuation, and **$0.49** per $100 valuation

PROJECTED AVAILABLE BOND DOLLARS



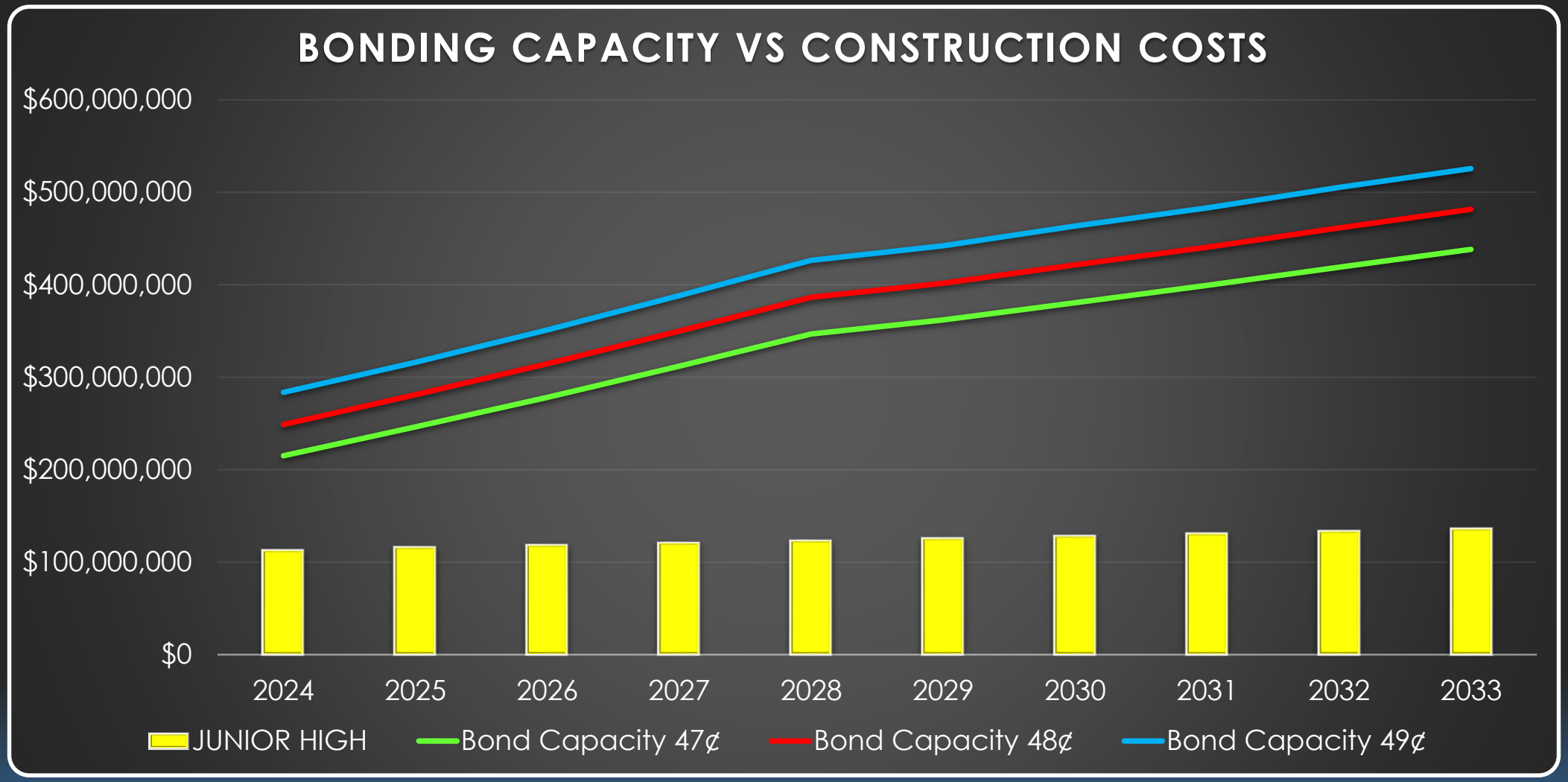
PROJECTING FACILITY COSTS - SCUC

- Projecting Future Costs of New Facilities
  - Fluctuating materials and labor costs make long-term projections difficult
  - The market has seen huge inflation over the last several years, but seems to have stabilized during 2023
    - 2020-2023 we experienced 7-15% inflation annually
  - Projecting past 2024
    - 3% annual inflation for 2024
    - 2% annual inflation for 2025 and beyond
- Construction Estimate Rules of Thumb – 2024 Dollars
  - High School - $235 Million
  - Junior High School - $113 Million
  - Intermediate/Elementary - $72 Million

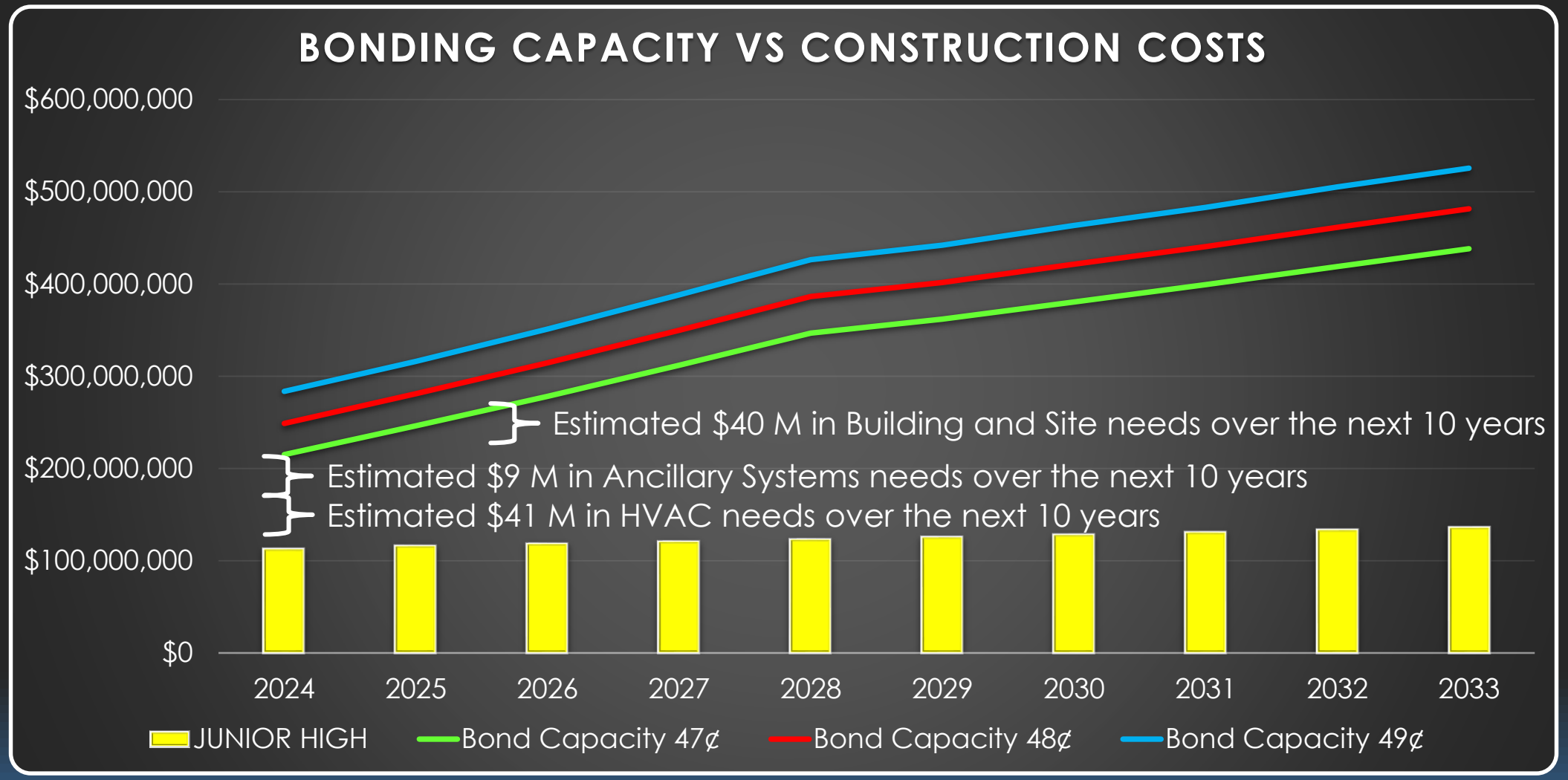
PROJECTING FACILITY COSTS - SCUC

YEAR	High School	Junior High	Elementary/ Intermediate
2024	$ 235,000,000	$ 113,000,000	$ 72,000,000
2025-P	$ 242,050,000	$ 116,390,000	$ 74,160,000
2026-P	$ 246,891,000	$ 118,717,800	$ 75,643,200
2027-P	$ 251,828,820	$ 121,092,156	$ 77,156,064
2028-P	$ 256,865,396	$ 123,513,999	$ 78,699,185
2029-P	$ 262,002,704	$ 125,984,279	$ 80,273,169
2030-P	$ 267,242,758	$ 128,503,965	$ 81,878,632
2031-P	$ 272,587,614	$ 131,074,044	$ 83,516,205
2032-P	$ 278,039,366	$ 133,695,525	$ 85,186,529
2033-P	$ 283,600,153	$ 136,369,435	$ 86,890,260
2034-P	$ 289,272,156	$ 139,096,824	$ 88,628,065

PROJECTED BOND CAPACITIES VS. CONSTRUCTION COSTS



PROJECTED BOND CAPACITIES VS. CONSTRUCTION COSTS



TAKE AWAYS….

- Student Enrollment/Projections
  - Prior to COVID-19 SCUC ISD's enrollment growth had slowed to 1% per year
  - COVID and the opening of charter schools has impacted district enrollment, especially at the younger grades
  - This multi-year impact is reducing our enrollment even with new housing
  - An average 1% annual decline in enrollment is forecasted for the next six years
- Capacity Relief Tools
  - We have multiple tools to help relieve our campuses once they surpass 90% of their max capacity and move closer to 100%
- With our projected enrollment declining, our attention must be focused on maintaining the infrastructure of our existing buildings and identifying future programmatic needs for our students
- We also need to consider if 2 Junior Highs continue to meet the needs of our District

QUESTIONS/COMMENTS



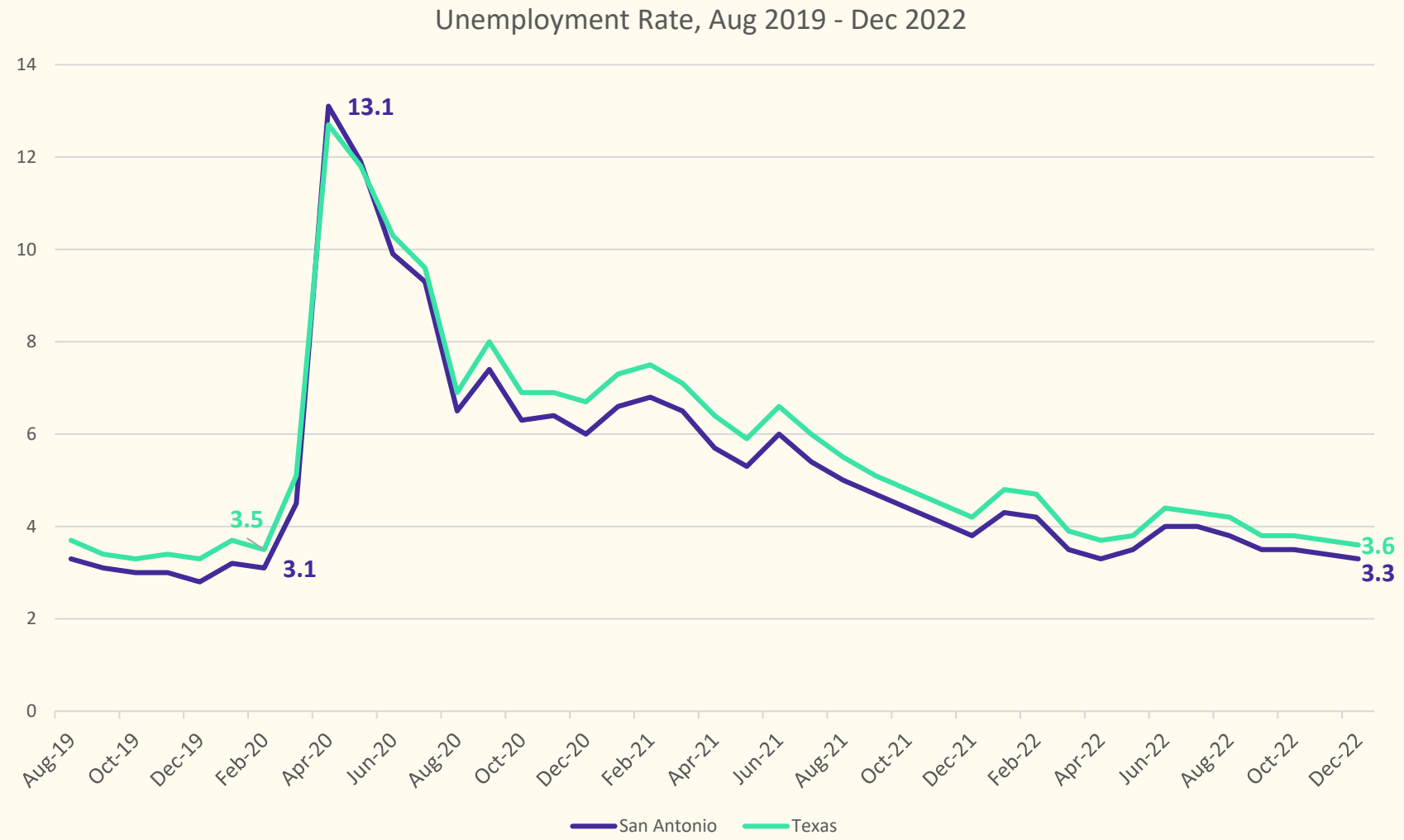
Zonda™
Education

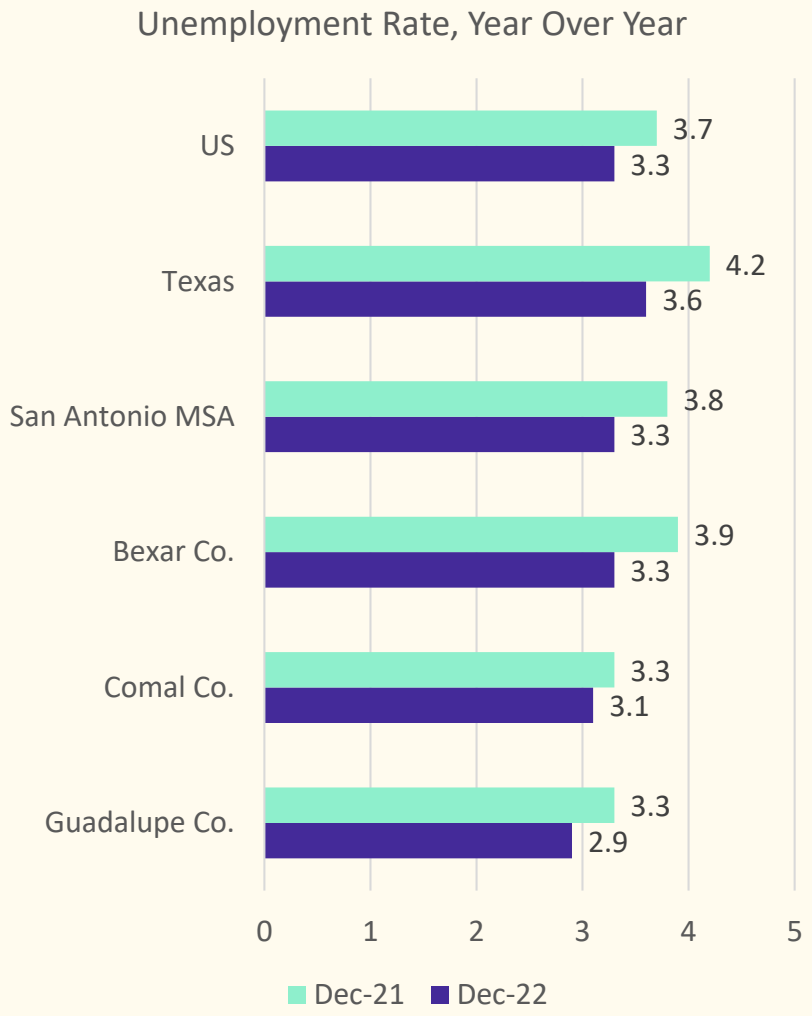


4Q22

Demographic Report

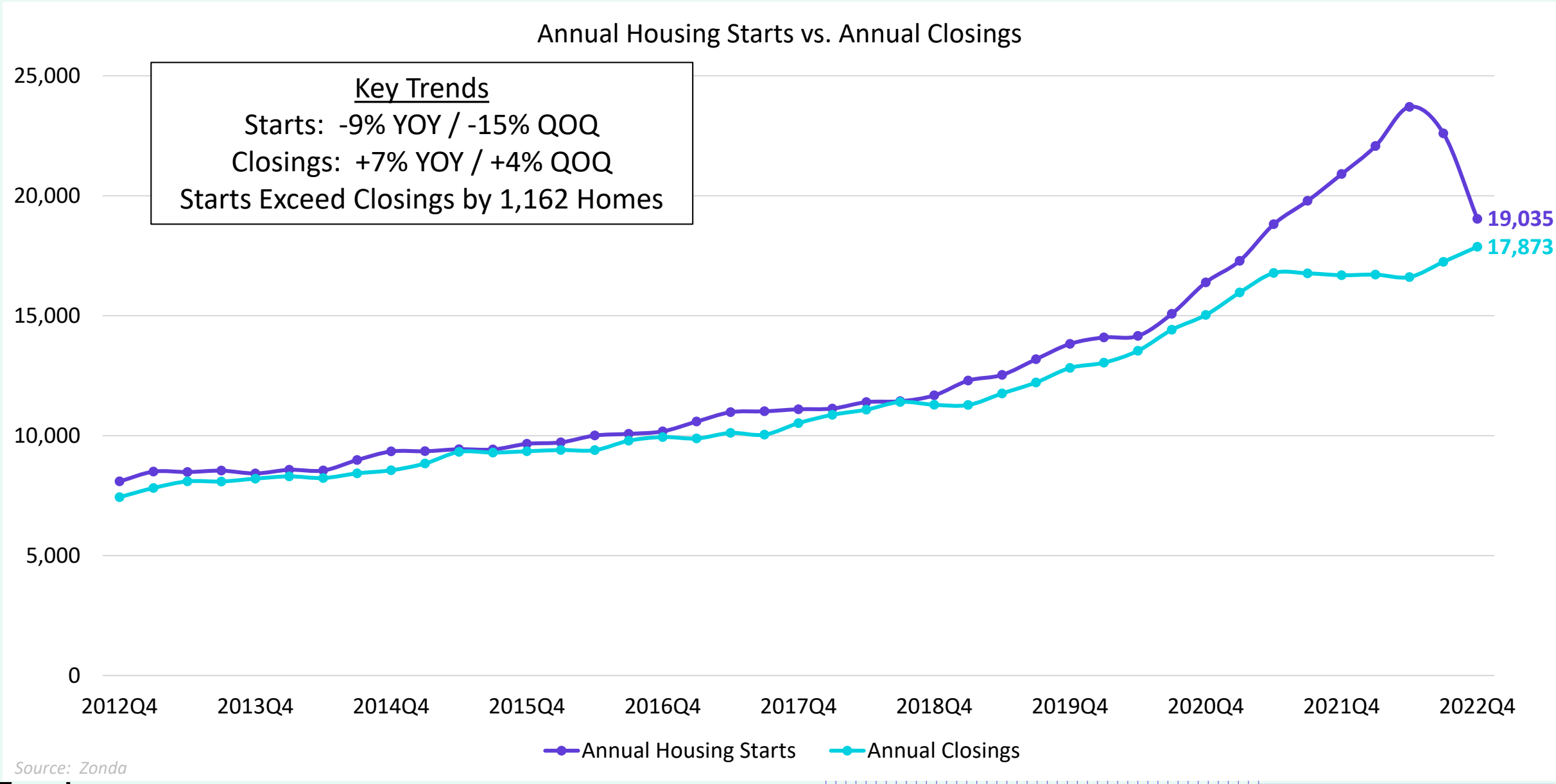
San Antonio Economic Conditions





Zonda Education

San Antonio New Home Starts & Closings



Source: Zonda

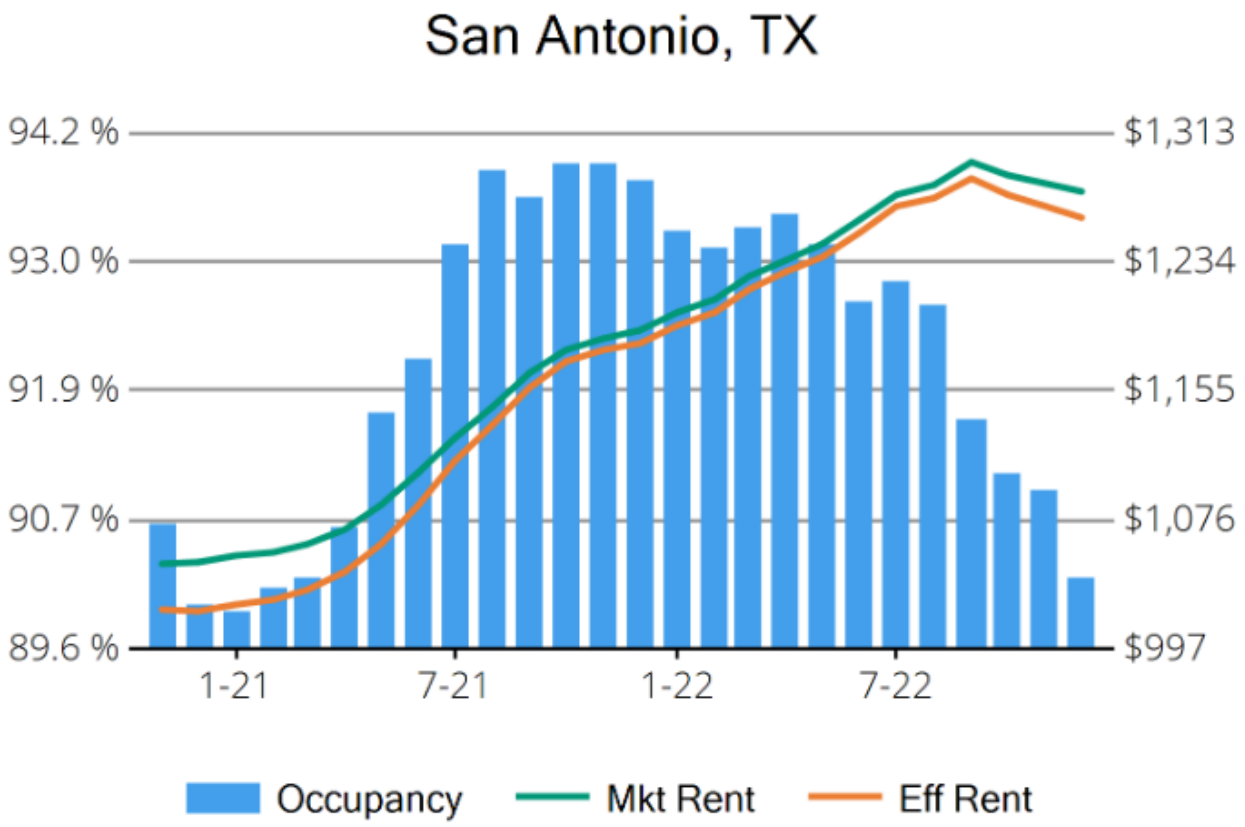
Zonda Education

© 2022 Zonda

Housing Market Trends: Multi-family market- December 2022

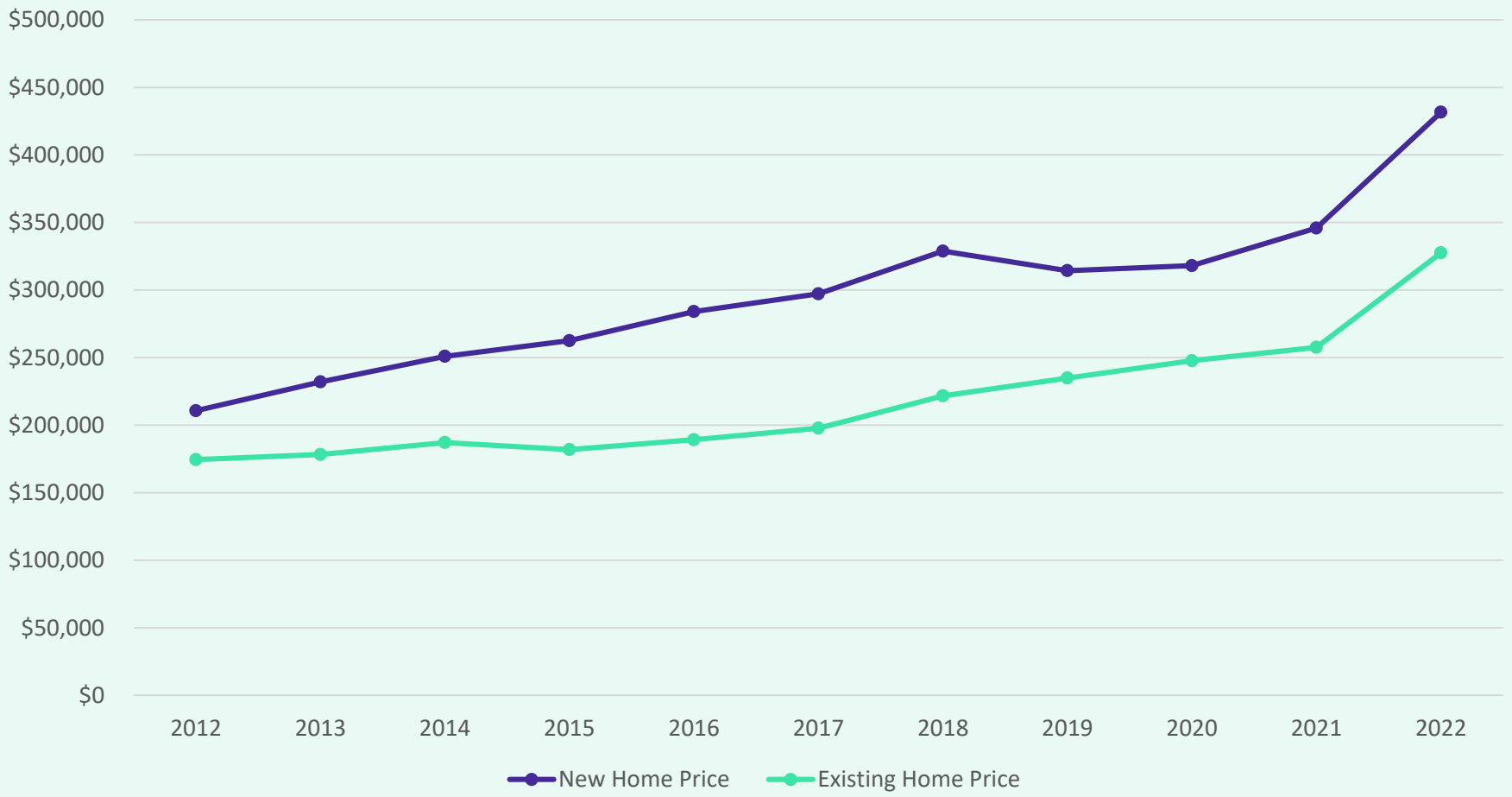
*Stabilized and Lease-up Properties**

Conventional Properties	Dec 2022	Annual Change
Occupancy	90.2	-4.1%
Unit Change	3,629	
Units Absorbed (Annual)	-4,057	
Average Size (SF)	852	0%
Asking Rent	$1,277	+7.0%
Asking Rent per SF	$1.50	+7.0%
Effective Rent	$1,261	+6.5%
Effective Rent per SF	$1.48	+6.4%
% Offering Concessions	20%	+19.1%
Avg. Concession Package	5.0%	+36.4%



Schertz-Cibolo-Universal City ISD Housing Market Analysis

Average New vs. Existing Home Sale Price, 2012 - 2022



	Avg New Home	Avg Existing Home
2012	$210,650	$174,468
2013	$231,997	$178,212
2014	$250,897	$187,097
2015	$262,532	$181,881
2016	$284,037	$189,189
2017	$297,182	$197,710
2018	$328,762	$221,637
2019	$314,299	$234,868
2020	$318,065	$247,691
2021	$345,858	$257,537
2022	$431,606	$327,526

- Since 2012, the average new home price in SCUCISD has more than doubled, a rise of nearly $221,000
- The average existing home price within the district has increased by 87%, or more than $153,000 since 2012

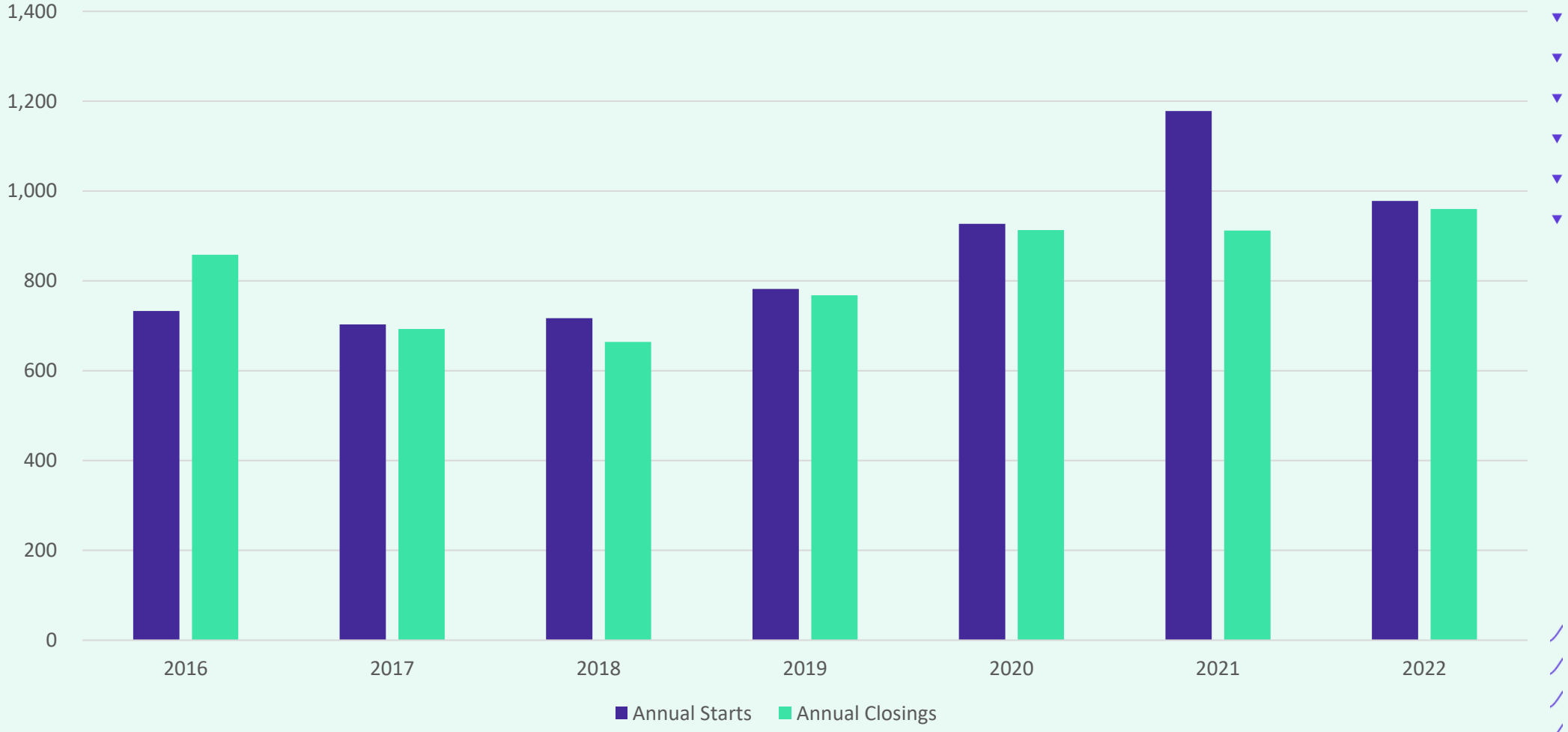
San Antonio New Home Ranking Report

ISD Ranked by Annual Closings – 4Q22

Rank	District Name	Annual Starts	Annual Closings	Inventory	VDL	Future
1	NORTHSIDE ISD	3,858	3,985	3,066	6,340	25,851
2	COMAL ISD	3,187	2,976	2,685	4,175	24,094
3	MEDINA VALLEY ISD	2,135	2,001	1,431	3,993	27,451
4	EAST CENTRAL ISD	2,157	1,691	1,544	3,533	26,459
5	JUDSON ISD	1,449	1,397	956	1,255	1,323
6	**SCHERTZ-CIBOLO-U CITY ISD***	**979**	**960**	**746**	**1,833**	**7,001**
7	SOUTHWEST ISD	1,107	843	860	1,926	10,350
8	NEW BRAUNFELS ISD	740	806	544	1,087	6,483
9	BOERNE ISD	594	706	577	1,123	11,097
10	SEGUIN ISD	548	554	329	895	5,300
11	SOUTHSIDE ISD	448	422	285	1,148	10,138
12	NAVARRO ISD	642	398	467	1,635	4,660
13	NORTH EAST ISD	439	385	349	682	6,020
14	SAN ANTONIO ISD	238	308	220	375	999
15	SOUTH SAN ANTONIO ISD	269	180	198	176	637
16	LYTLE ISD	87	96	40	109	1,381
17	HARLANDALE ISD	40	76	27	14	144
18	ALAMO HEIGHTS ISD	59	42	68	93	22
19	JOURDANTON ISD	0	24	4	4	36
20	MARION ISD	24	14	30	340	4,388

** Based on additional Zonda Education housing research*

District New Home Starts and Closings



Starts	2016	2017	2018	2019	2020	2021	2022
1Q	190	196	175	201	237	294	349
2Q	168	168	180	176	197	300	393
3Q	233	167	177	207	261	265	174
4Q	142	172	185	198	232	319	63
Total	**733**	**703**	**717**	**782**	**927**	**1,178**	**979**

Closings	2016	2017	2018	2019	2020	2021	2022
1Q	225	194	133	138	165	190	181
2Q	237	172	185	211	249	258	227
3Q	235	179	185	240	286	268	218
4Q	161	148	161	179	213	196	334
Total	**858**	**693**	**664**	**768**	**913**	**912**	**960**

District Housing Overview by Elementary Zone

Elementary	Annual Starts	Quarter Starts	Annual Closings	Quarter Closings	Under Const.	Inventory	Vacant Dev. Lots	Future
CIBOLO VALLEY	66	12	18	10	57	64	161	500
GREEN VALLEY	0	0	0	0	0	0	0	0
PASCHAL	3	0	5	1	1	2	36	38
ROSE GARDEN	295	8	448	101	153	215	438	3,307
SCHERTZ	98	6	73	39	48	62	26	60
SIPPEL	130	23	175	45	94	118	696	1,526
WATTS	155	2	65	43	99	118	82	633
WIEDERSTEIN	232	12	176	95	126	167	394	937
Grand Total	**979**	**63**	**960**	**334**	**578**	**746**	**1,833**	**7,001**

Highest activity in the category

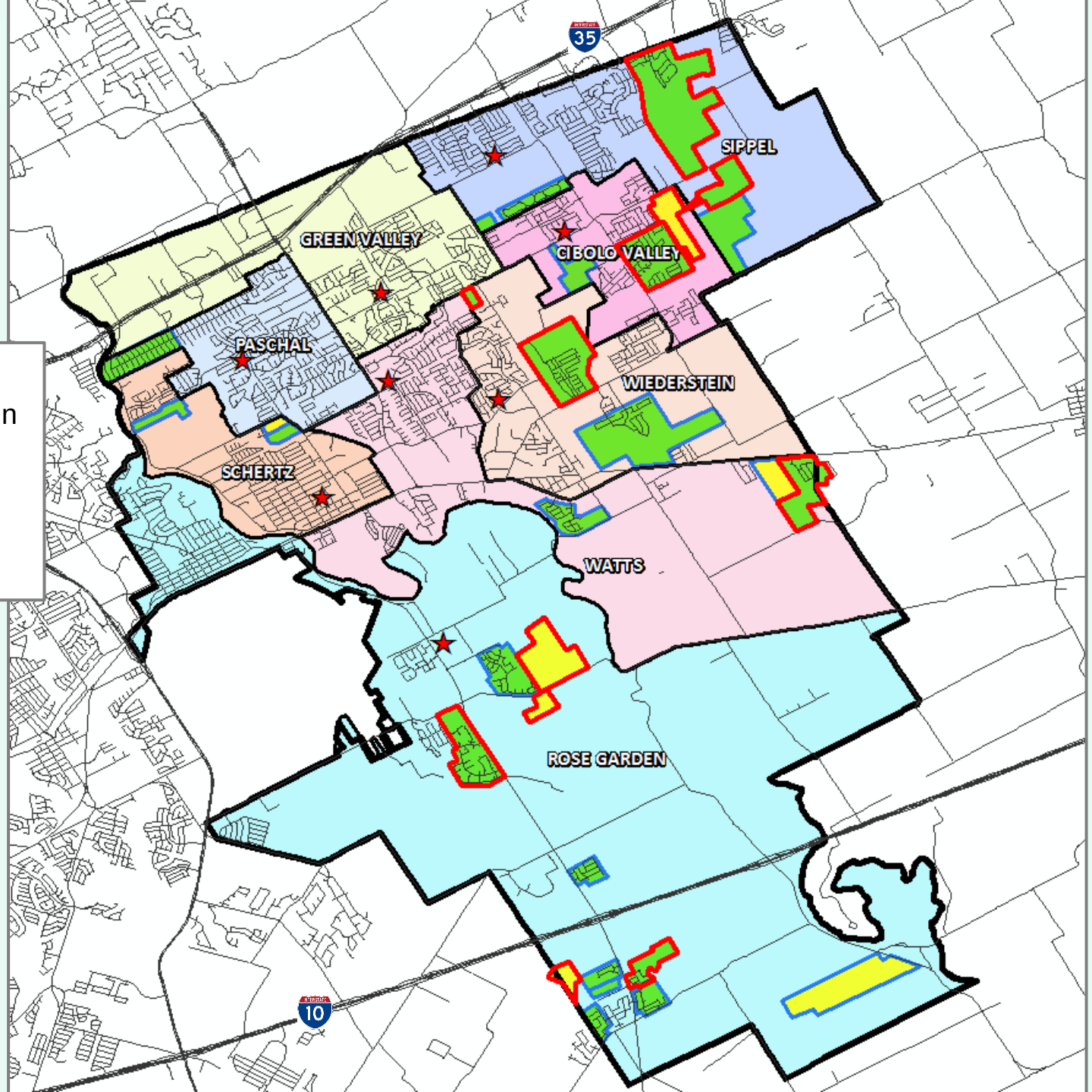
Second highest activity in the category

Third highest activity in the category

Zonda Education

District Housing Overview

- The district has 23 actively building subdivisions
- Within SCUCISD there are 7 future subdivisions in various stages of planning
- Of these, groundwork is underway on more than 1,140 lots within 12 subdivisions
- 392 lots have been delivered in the 4th quarter

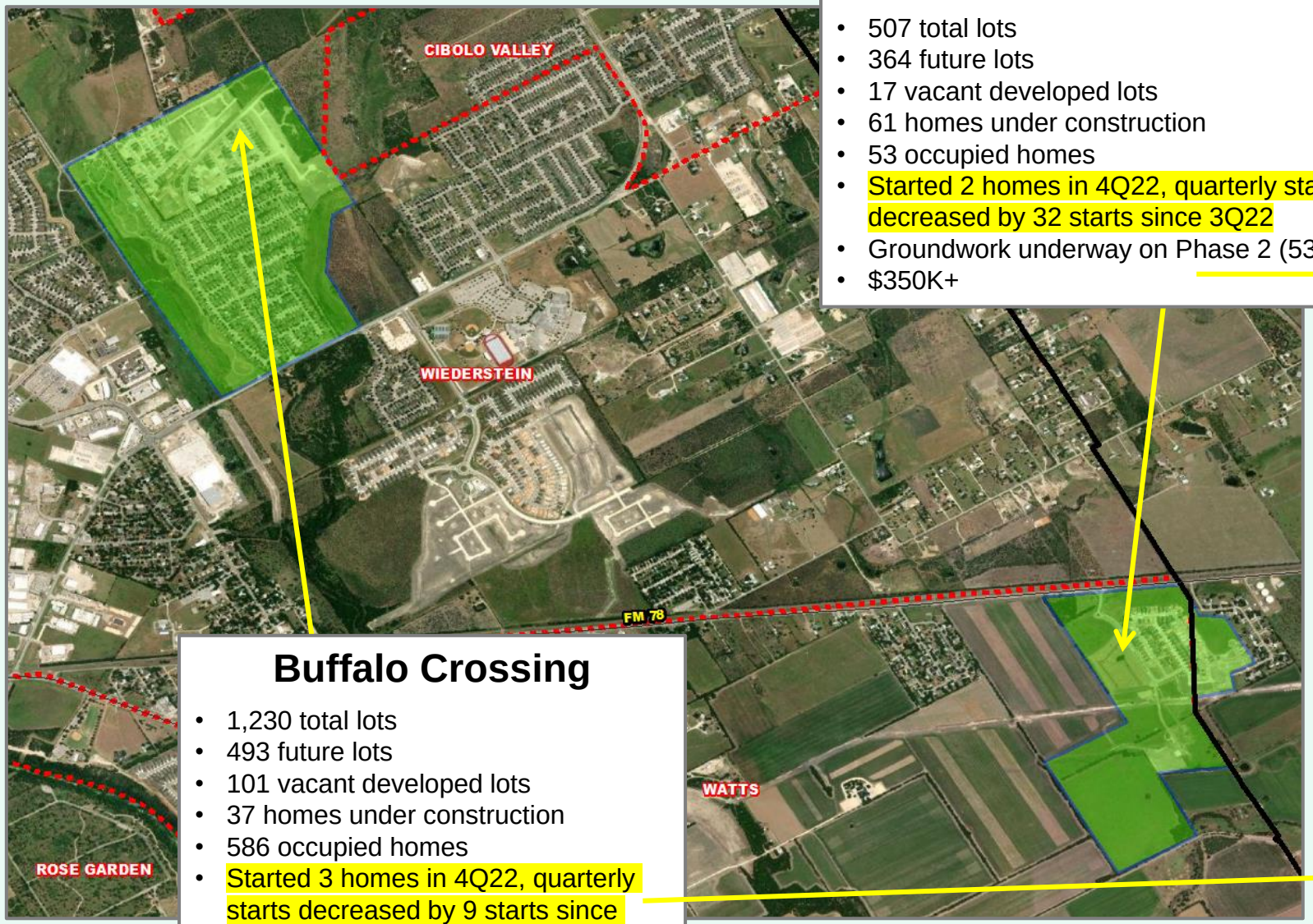


Subdivisions

- ACTIVE
- FUTURE
- Groundwork Underway

Zonda Education

Residential Activity



Venado Crossing

- 507 total lots
- 364 future lots
- 17 vacant developed lots
- 61 homes under construction
- 53 occupied homes
- Started 2 homes in 4Q22, quarterly starts decreased by 32 starts since 3Q22
- Groundwork underway on Phase 2 (53 lots)
- $350K+



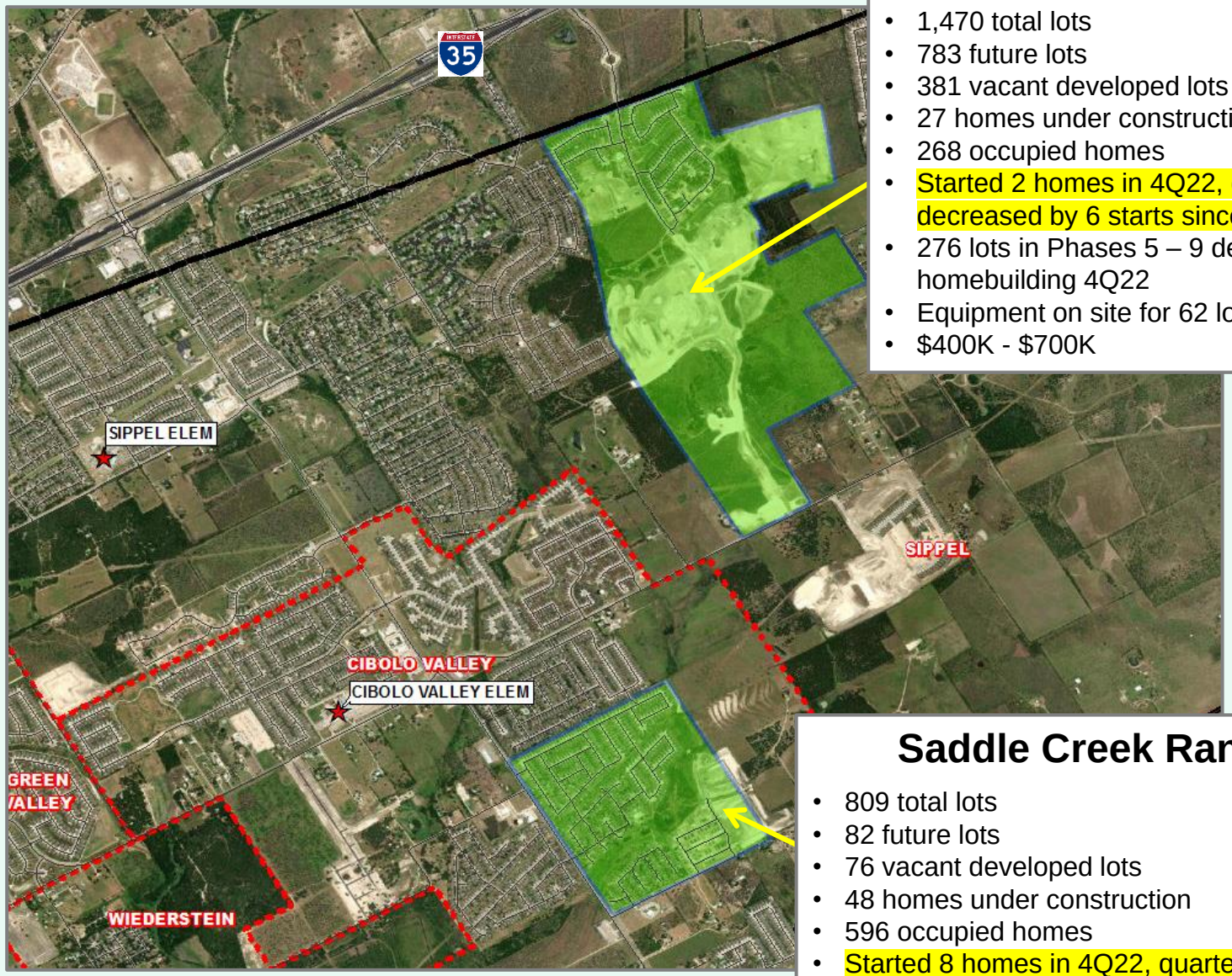
Buffalo Crossing

- 1,230 total lots
- 493 future lots
- 101 vacant developed lots
- 37 homes under construction
- 586 occupied homes
- Started 3 homes in 4Q22, quarterly starts decreased by 9 starts since 3Q22
- Groundwork underway on 95 lots in Phase 2
- $360K+



Zonda Education

Residential Activity



Homestead

- 1,470 total lots
- 783 future lots
- 381 vacant developed lots
- 27 homes under construction
- 268 occupied homes
- Started 2 homes in 4Q22, quarterly starts decreased by 6 starts since 3Q22
- 276 lots in Phases 5 – 9 delivered for homebuilding 4Q22
- Equipment on site for 62 lots in Phase 11
- $400K - $700K



Saddle Creek Ranch

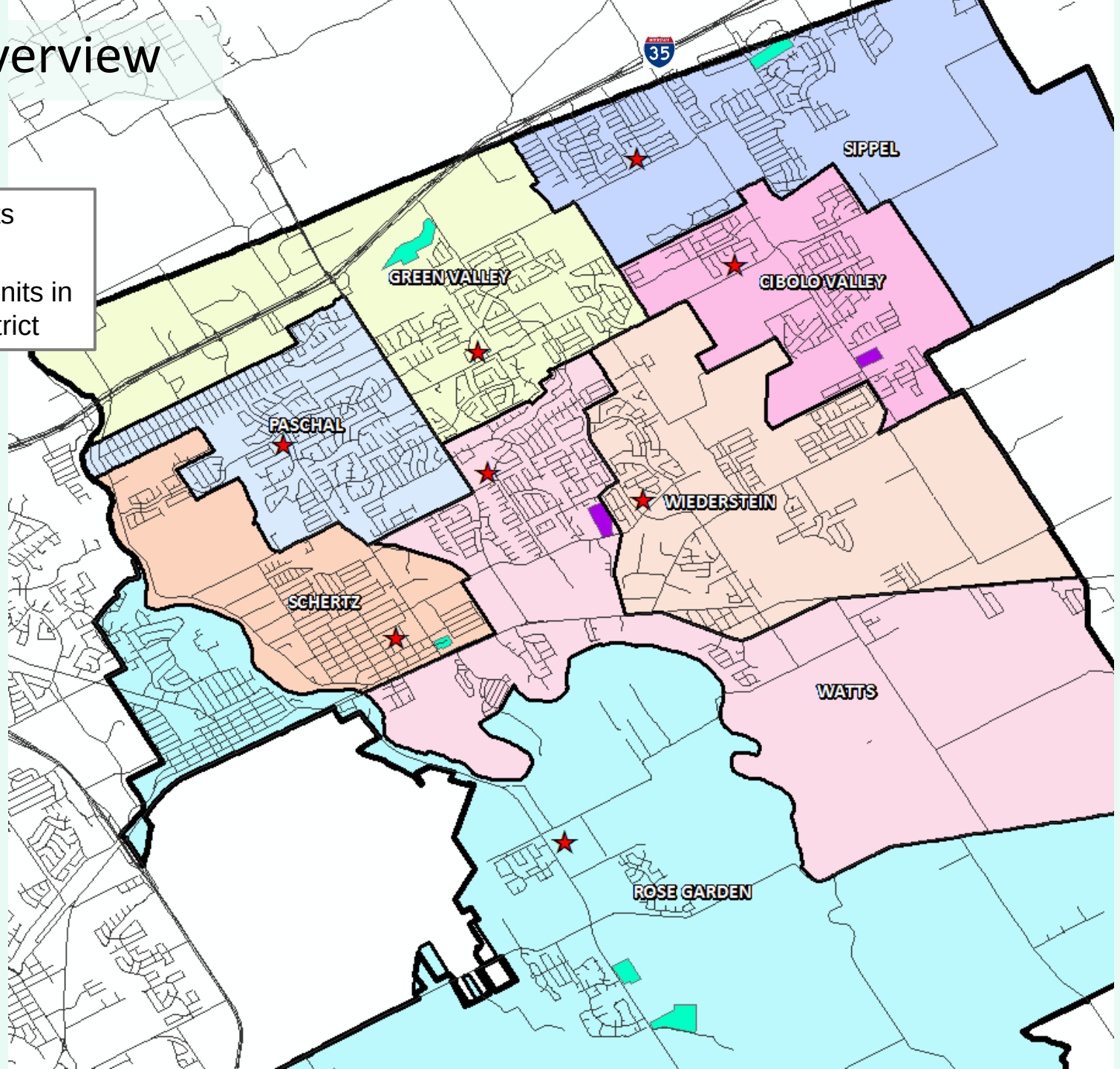
- 809 total lots
- 82 future lots
- 76 vacant developed lots
- 48 homes under construction
- 596 occupied homes
- Started 8 homes in 4Q22, quarterly starts decreased by 17 starts since 3Q22
- Groundwork underway on Phase 9 (82 lots)
- $290K+



Zonda Education

District Multi-Family Overview

- There are more than 550 multi-family units under construction
- There are nearly 800 future multi-family units in various stages of planning across the district



Ten Year Forecast by Grade Level

Year (Oct.)	EE	PK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total	Total Growth	% Growth
2018/19	70	337	982	1,050	1,070	1,143	1,205	1,198	1,146	1,139	1,264	1,366	1,356	1,291	1,201	15,818		
2019/20	86	327	1,048	1,036	1,093	1,125	1,184	1,211	1,234	1,183	1,180	1,419	1,340	1,282	1,224	15,972	154	1.0%
2020/21	77	248	951	1,019	1,040	1,077	1,135	1,143	1,232	1,248	1,219	1,293	1,394	1,305	1,292	15,673	-299	-1.9%
2021/22	78	377	935	997	1,019	1,074	1,116	1,124	1,221	1,287	1,318	1,428	1,347	1,305	1,264	15,890	217	1.4%
2022/23	67	369	819	962	998	1,077	1,114	1,067	1,133	1,230	1,306	1,478	1,371	1,247	1,283	15,521	-369	-2.3%
2023/24	67	414	927	881	997	1,049	1,143	1,133	1,099	1,159	1,249	1,476	1,457	1,297	1,225	15,573	52	0.3%
2024/25	67	428	954	998	910	1,049	1,122	1,161	1,174	1,123	1,178	1,419	1,455	1,365	1,267	15,670	97	0.6%
2025/26	67	454	1,007	1,036	1,032	960	1,117	1,142	1,191	1,195	1,140	1,331	1,384	1,366	1,330	15,752	82	0.5%
2026/27	67	477	1,061	1,086	1,068	1,082	1,019	1,138	1,178	1,220	1,214	1,295	1,310	1,302	1,334	15,851	99	0.6%
2027/28	67	477	1,062	1,142	1,114	1,115	1,133	1,039	1,173	1,201	1,239	1,376	1,271	1,231	1,271	15,911	60	0.4%
2028/29	67	490	1,090	1,118	1,171	1,170	1,179	1,155	1,069	1,192	1,220	1,400	1,348	1,194	1,205	16,068	157	1.0%
2029/30	67	493	1,098	1,147	1,154	1,228	1,236	1,202	1,191	1,087	1,211	1,384	1,375	1,267	1,168	16,308	240	1.5%
2030/31	67	498	1,107	1,158	1,184	1,209	1,296	1,259	1,239	1,212	1,104	1,376	1,357	1,292	1,239	16,597	289	1.8%
2031/32	67	506	1,125	1,168	1,197	1,243	1,279	1,320	1,298	1,262	1,231	1,256	1,348	1,276	1,263	16,839	242	1.5%
2032/33	67	512	1,137	1,186	1,207	1,258	1,315	1,303	1,361	1,324	1,282	1,398	1,232	1,266	1,247	17,095	255	1.5%

Yellow box = largest grade per year
Green box = second largest grade per year

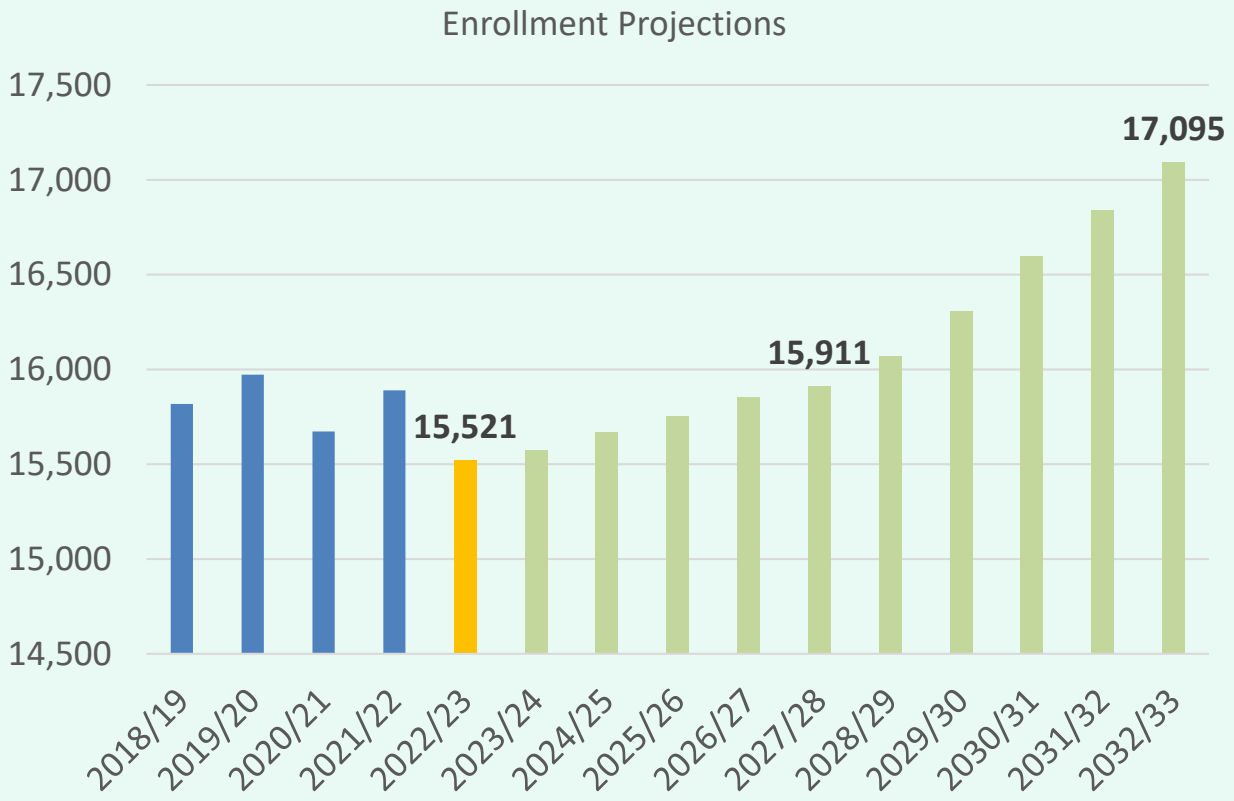
Ten Year Forecast by Campus

Campus	Functional Capacity	Max Capacity	Fall 2022/23	ENROLLMENT PROJECTIONS 2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33
CIBOLO VALLEY EL	891	1,200	761	750	752	767	816	869	910	925	936	950	968
GREEN VALLEY EL	673	924	586	576	549	536	535	559	574	585	593	594	591
NORMA PASCHAL EL	673	924	603	600	588	600	602	618	625	628	630	627	623
ROSE GARDEN EL	891	1,200	899	963	1,010	1,062	1,099	1,149	1,201	1,254	1,292	1,333	1,368
SCHERTZ EL	675	1,102	671	684	688	683	699	701	701	694	686	670	657
SIPPEL EL	675	1,058	742	749	745	771	802	845	873	904	927	953	998
WATTS EL	673	924	593	586	591	599	618	641	656	671	679	680	688
WIEDERSTEIN EL	675	1,058	551	571	606	655	690	728	745	762	776	778	788
ELEMENTARY TOTALS			5,406	5,478	5,528	5,673	5,860	6,110	6,285	6,423	6,519	6,585	6,682
Elementary Percent Change			-3.40%	1.34%	0.91%	2.62%	3.29%	4.27%	2.86%	2.20%	1.49%	1.01%	1.46%
Elementary Absolute Change			-190	72	50	145	187	250	175	138	96	66	96
JORDAN INT	810	1,000	716	775	827	822	857	844	859	932	977	1,030	1,056
SCHLATHER INT	810	1,200	750	723	776	769	703	642	642	703	746	788	800
WILDER INT	810	1,250	734	734	732	742	756	726	723	758	775	800	808
INTERMEDIATE TOTALS			2,200	2,232	2,335	2,333	2,316	2,212	2,224	2,393	2,498	2,618	2,664
Intermediate Percent Change			-6.18%	1.45%	4.61%	-0.09%	-0.73%	-4.49%	0.54%	7.60%	4.39%	4.80%	1.76%
Intermediate Absolute Change			-145	32	103	-2	-17	-104	12	169	105	120	46

Ten Year Forecast by Campus

Campus	Functional Capacity	Max Capacity	Fall 2022/23	ENROLLMENT PROJECTIONS 2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33
DOBIE JH	1,300	1,540	1,348	1,311	1,235	1,242	1,329	1,319	1,267	1,193	1,204	1,312	1,386
CORBETT JH	1,080	1,500	1,188	1,097	1,066	1,093	1,105	1,121	1,145	1,105	1,112	1,181	1,220
JUNIOR HIGH SCHOOL TOTALS			2,536	2,408	2,301	2,335	2,434	2,440	2,412	2,298	2,316	2,493	2,606
Junior High School Percent Change			-2.65%	-5.05%	-4.44%	1.48%	4.24%	0.25%	-1.15%	-4.73%	0.78%	7.64%	4.53%
Junior High School Absolute Change			-69	-128	-107	34	99	6	-28	-114	18	177	113
CLEMENS HS	2,700	3,300	2,544	2,613	2,626	2,566	2,513	2,454	2,433	2,484	2,524	2,491	2,530
STEELE HS	2,160	3,200	2,716	2,723	2,761	2,726	2,609	2,576	2,595	2,591	2,621	2,533	2,494
ALSELC			119	119	119	119	119	119	119	119	119	119	119
HIGH SCHOOL TOTALS			5,379	5,455	5,506	5,411	5,241	5,149	5,147	5,194	5,264	5,143	5,143
High School Percent Change			0.65%	1.41%	0.93%	-1.73%	-3.14%	-1.76%	-0.04%	0.91%	1.35%	-2.30%	0.00%
High School Absolute Change			35	76	51	-95	-170	-92	-2	47	70	-121	0
DISTRICT TOTALS			**15,521**	**15,573**	**15,670**	**15,752**	**15,851**	**15,911**	**16,068**	**16,308**	**16,597**	**16,839**	**17,095**
District Percent Change			-2.32%	0.34%	0.62%	0.52%	0.63%	0.38%	0.98%	1.50%	1.77%	1.46%	1.52%
District Absolute Change			369	52	97	82	99	60	157	240	289	242	255

Key Takeaways



- Schertz-Cibolo-Universal City ISD experienced record high new home closings in 4Q22
- The district has 23 actively building subdivisions with over 1,800 lots available to build on
- SCUCISD has 7 future subdivisions with approx. 7,000 lots in the planning stages
- Groundwork is underway on more than 1,140 lots within 12 subdivisions
- Five year enrollment could exceed 15,900

Ord. 24-S-146

Zone Change from General Business (GB) & Single Family Residential / Agricultural (R-A)

to Apartment / Multi-Family Residential (R-4)

Samuel Haas| Senior Planner

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.





SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

DEN-OTT
(PLZC20240141)

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

County Boundaries
Schertz Municipal Boundary
ETJ

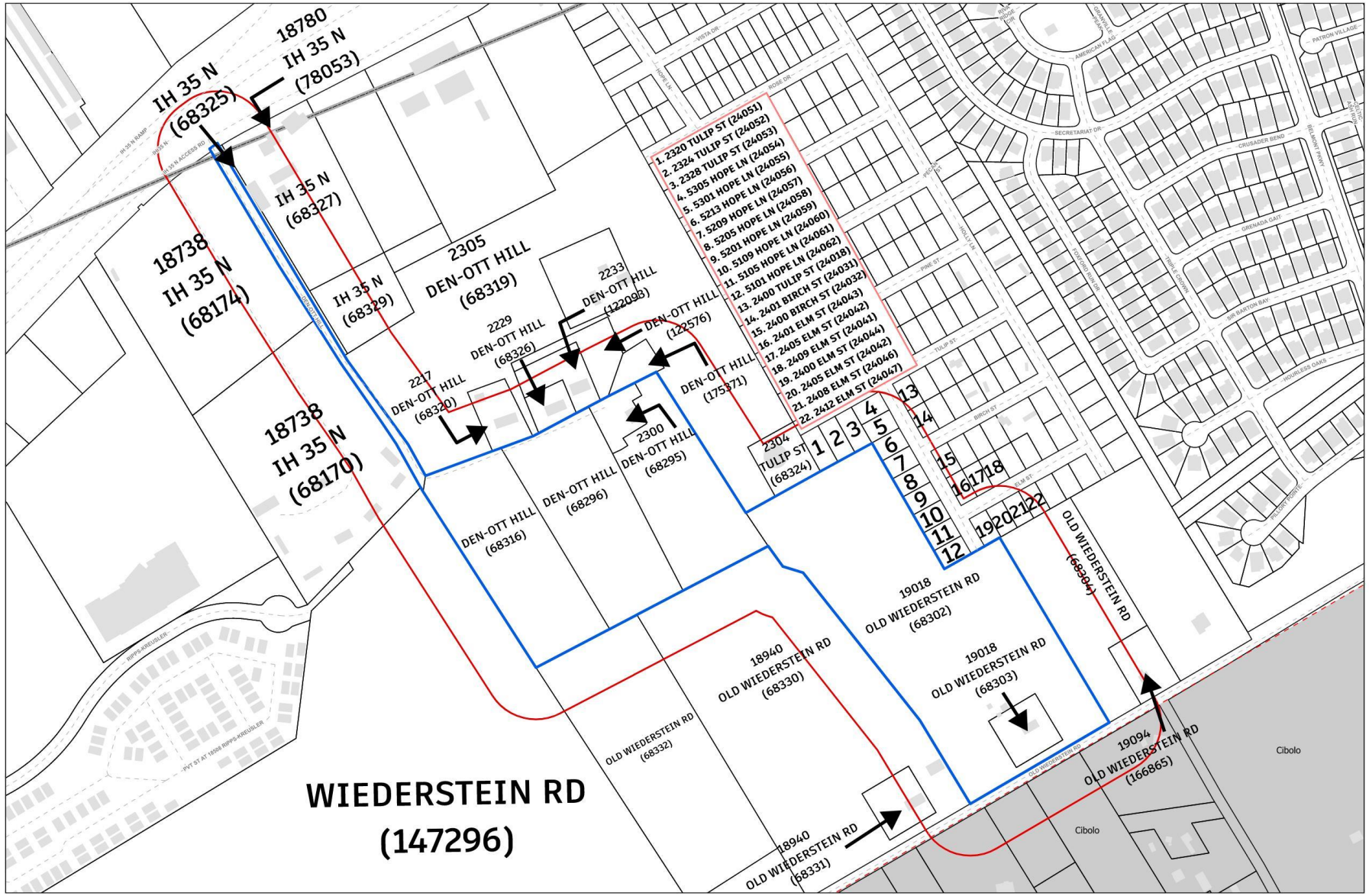
0 125 250 500 750 Feet

Approx. 38 Acre

Bexar Property ID: 68294, 68295, 68296, 68302, 68303, 68315, 68316

Existing Use: Residential & Undeveloped

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.



SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

Last update: June 21, 2024

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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 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

Den-Ott
(PLZC20240141)

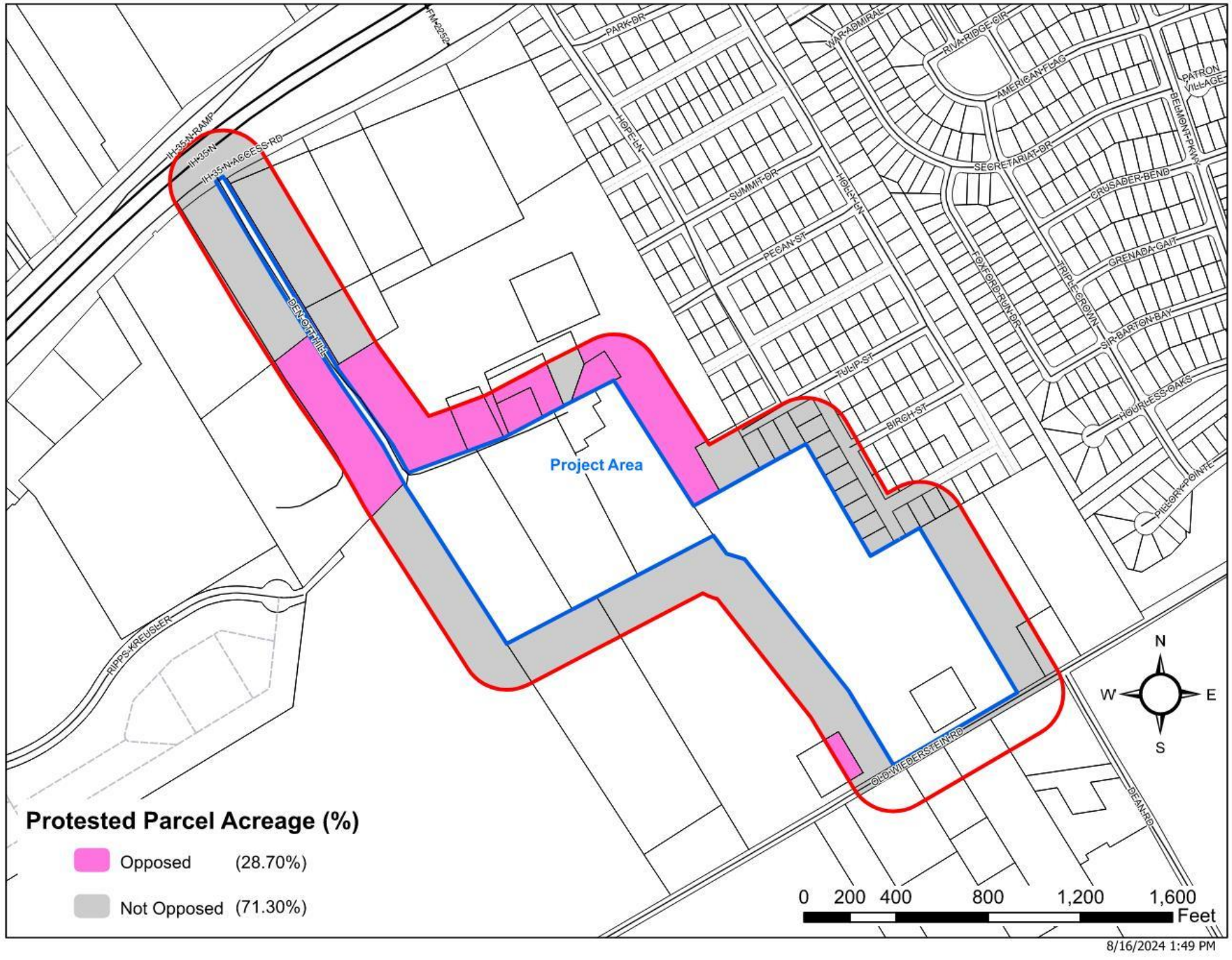
Project Area
200' Buffer

N
W E
S

0 160 320 640 960 US Feet

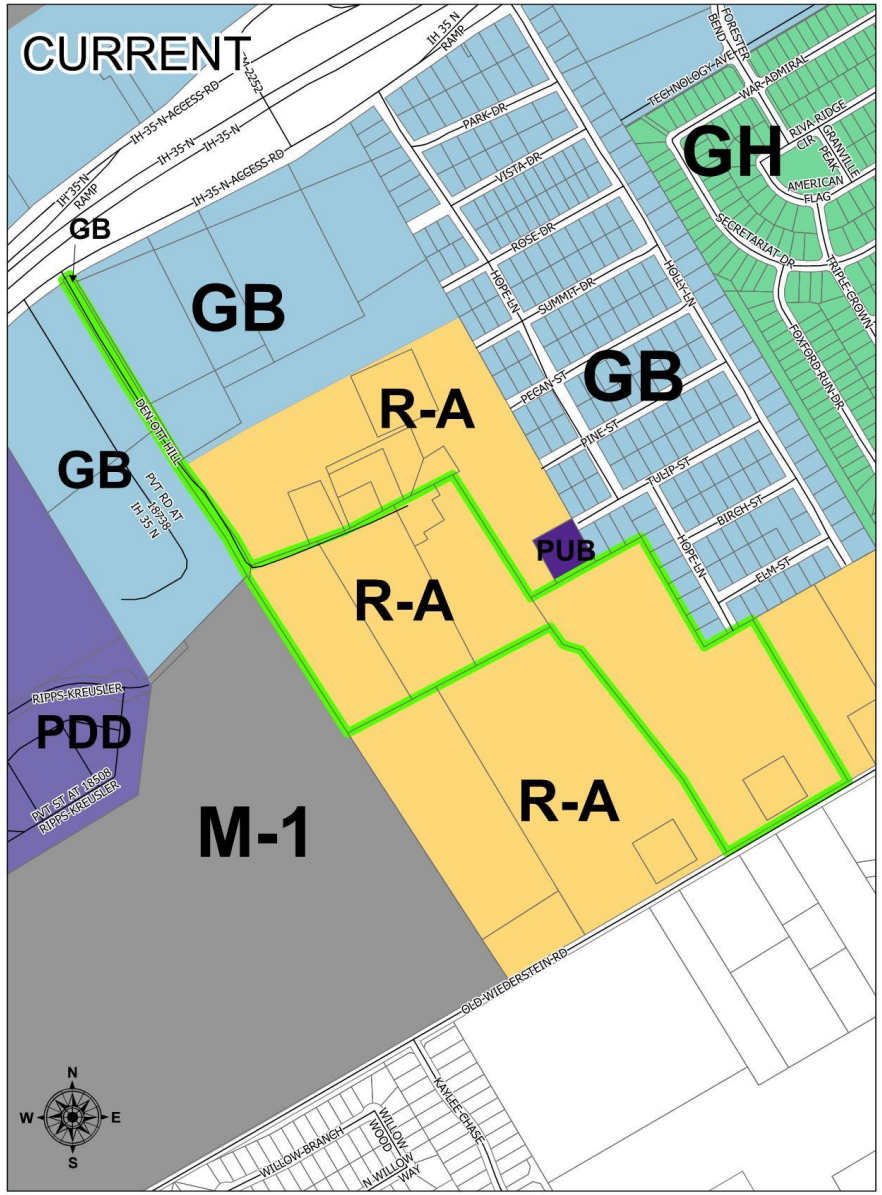
- June 21, 2024, a total of 21 Public Hearing Notices were sent out.
- Responses Received:
  13 – Opposition,
  9-In Favor
  0-Neutral
- 2 signs were posted on the property.

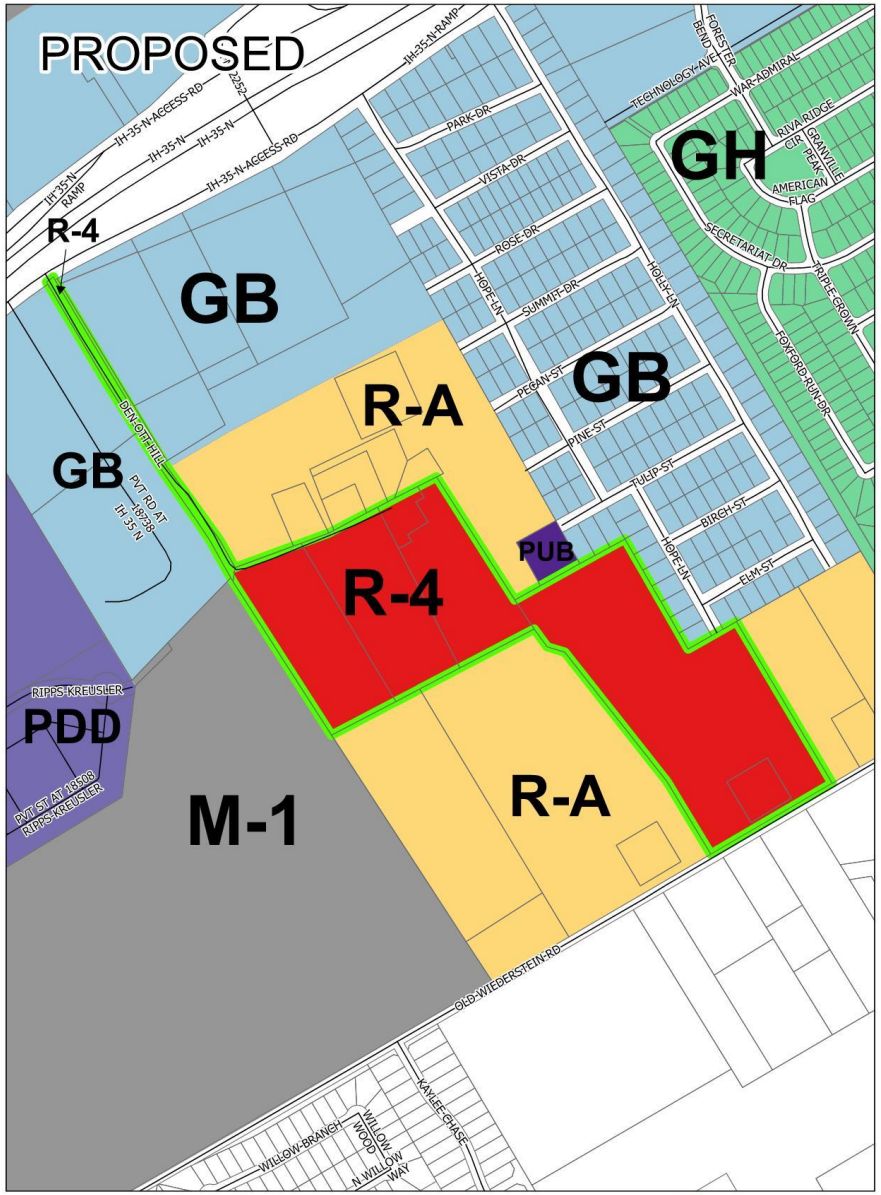
SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.



- June 21, 2024, a total of 21 Public Hearing Notices were sent out.
- Responses Received:
  13 – Opposition,
  9-In Favor
  0-Neutral
- 2 signs were posted on the property.

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.





SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

Last update: June 21, 2024

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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 added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.

PROPOSED ZONING CHANGE

GUADALUPE COUNTY
PARCEL ID:
68315, 68316, 68296, 68295, 68294, 68302, 68303

Classification

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

0 225 450 900 1,350 Feet

- **Existing Zoning**: General Business (GB) & Single Family Residential / Agricultural (R-A)
- **Proposed Zoning:** Apartment / Multi-Family Residential (R-4)

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

Background

- The applicant previously requested a zone change on the same property
  - 18 acres previously
  - 38 acres currently
- On September 13, 2023, the Planning and Zoning Commission recommended approval with a 7-0 vote,
- The request was denied at the October, 10, 2023, City Council hearing with a 5-2 vote due to the super majority requirement
- Applicant had to wait 6 months per Unified Development Code (UDC) Section 21.5.4.C.5

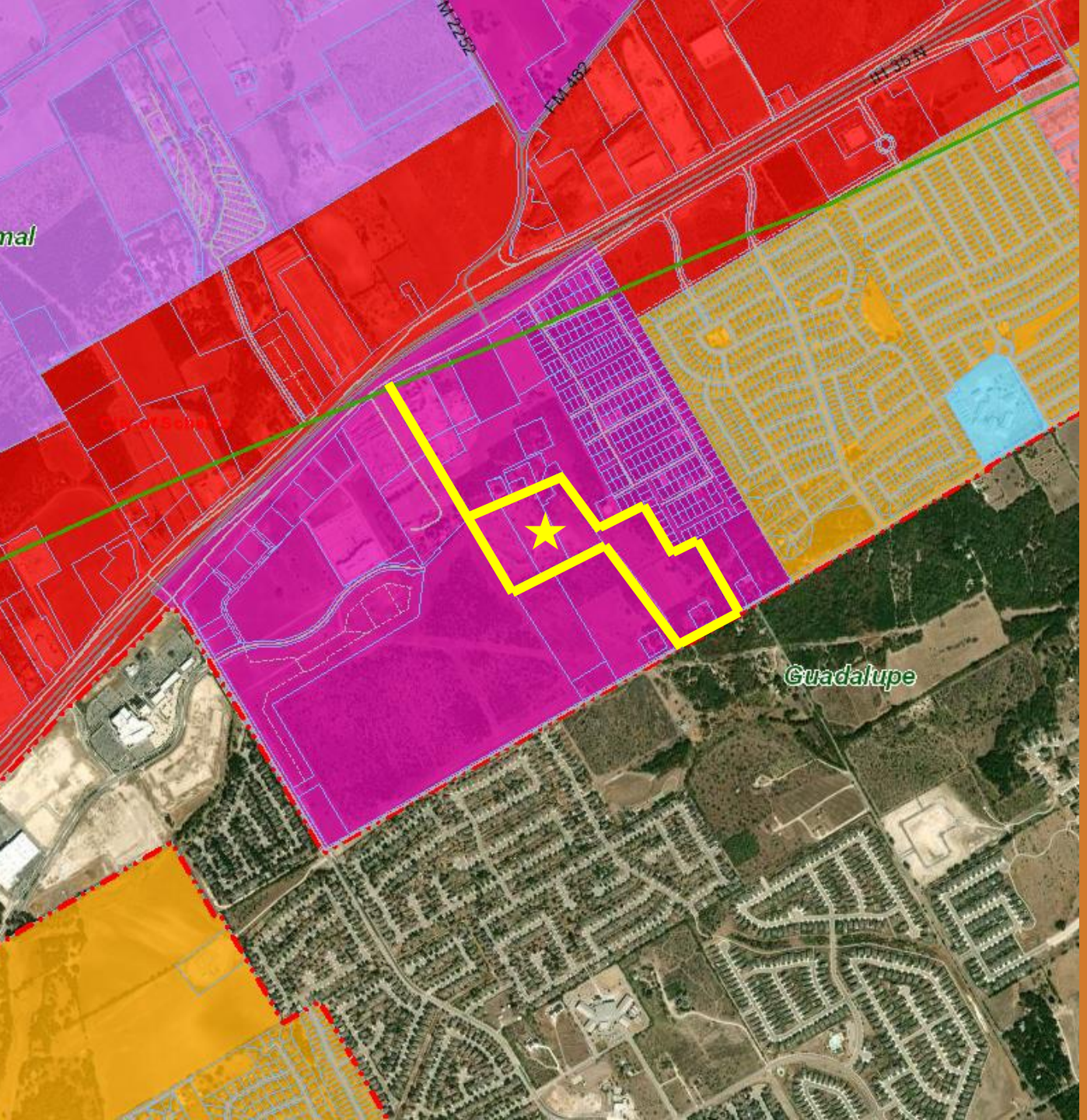
UDC SECTION 21.5.4.D Criteria for Approval

1. **Whether the proposed zone change or zoning map amendment implements the policies of the adopted Comprehensive Land Plan, including the land use classification of the property on the Future Land Use Map.**

- The Comprehensive Plan designates this area as Mixed-Use Center
  - Intended to integrate denser residential, commercial, and often entertainment spaces nearby.
  - Typically along significant transportation corridors.

- Apartment/Multi-Family District (R-4) would conform to this land use designation in the Comprehensive Plan
  - Denser residential specifically called out.
  - This property abuts existing and planned transportation corridors.

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY



- Regional Corridor
- Local Corridor
- Mixed Use Center
- Development Deferment
- Rural Living
- Industrial
- Complete Neighborhood
- Public Use

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

UDC SECTION 21.5.4.D Criteria for Approval

2. Whether the proposed zoning change or zoning map amendment promotes the health, safety, or general welfare of the City and the safe, orderly, efficient and healthful development of the City.

- In order to ensure the safe, orderly and efficient development and expansion of the City, Apartment/Multi-Family Residential Districts (R-4) should:
  - not be located in areas where they would increase traffic through single-family neighborhoods and;
  - should be located adjacent to arterial streets with sufficient capacity to carry the increased traffic generated

- The property is not adjacent to any large single-family neighborhoods. Also, the proposed zone change is adjacent to IH35 freeway to the north, and Old Weiderstein Road to the south, a secondary arterial.

UDC SECTION 21.5.4.D Criteria for Approval

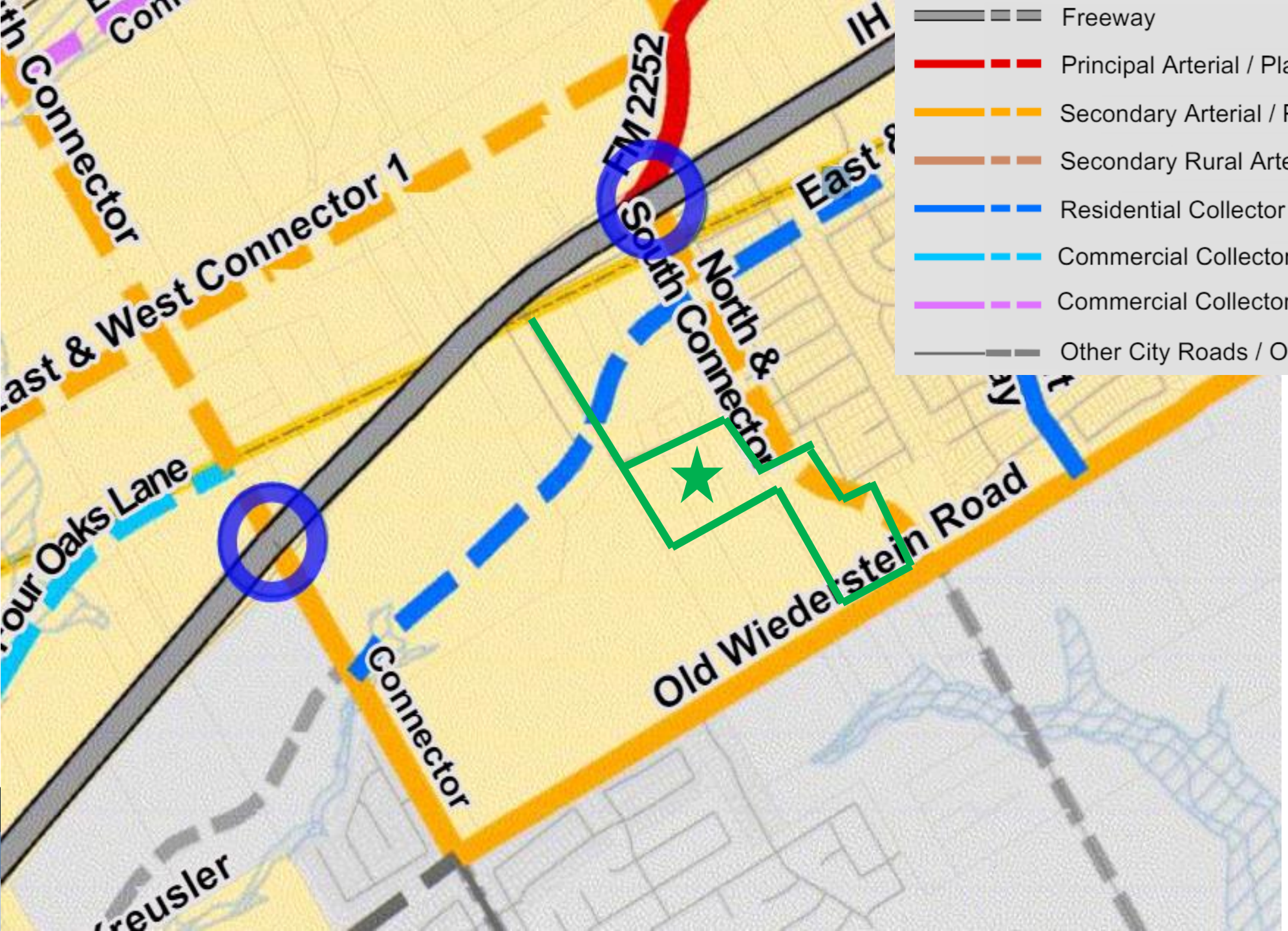
3. Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified;

- The area is defined by undeveloped land, rural-like residences, commercial businesses, and a large mixed-use development that includes a multi-family component currently under construction to the west.
- The uses permitted within the proposed zone change would align with what is happening in the wider area.
- Article 9 of the Unified Development Code is in place to ensure any negative impacts on the other residences in the area are mitigated

UDC SECTION 21.5.4.D Criteria for Approval

4. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers or other public services and utilities to the area;

- The Master Thoroughfare Plan :
  - Property abuts the freeway IH35 and Old Weiderstein, a secondary arterial
  - A future east-west connector classified as a residential collector.
  - A future north-south connector classified as a secondary arterial.


Freeway
Principal Arterial / Planned (120' - 130' ROW)
Secondary Arterial / Planned Secondary (90')
Secondary Rural Arterial / Planned Secondary (90')
Residential Collector / Planned Collector (70' ROW)
Commercial Collector A / Planned Collector (70' ROW)
Commercial Collector B (TOD) / Planned (70' ROW)
Other City Roads / Other City MTP Planned Roads
East & West Connector 1
FM 2252
South Connector
North &
East
Old Wiedenstein Road
Connector
Oaks Lane
Connector



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

DEN-OTT
(PLZC20240141)

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

UDC SECTION 21.5.4.D Criteria for Approval

4. (CONTINUED) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers or other public services and utilities to the area;

- Water utilities:
  - 12-inch water line along the IH35 access road
  - 16-inch water line that runs through portions of the property
- Sewer:
  - 8-inch line approximately 900-feet to the west in the neighboring property
  - 24-inch sewer line that runs along Dean Road approximately 200 feet to the south of the property.
- The applicant is required to connect to adequate utility facilities per Unified Development Code Article 15 - Easements and Utilities, and a more detailed engineering review will occur at the time of the platting process.
- A public hearing notice was mailed to SCUCISD Independent School District to notify them of the proposed zone change.
- Schertz Fire, EMS, and Police Departments were notified of the zone change and have provided no objections.

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

UDC SECTION 21.5.4.D Criteria for Approval

5. Whether there have been environmental and/or economical changes which warrant the requested change;

- As has been a topic of discussion over the last few years, the significant rise in housing prices supports looking to increase the supply of multi-family housing. The new median home value in SCUCISD has risen to over $430,000 from $210,650 in the pats 10 years.

- **6.Whether there is an error in the original zoning of the property for which the change is requested;**

- There was no error in the original zoning of the subject property.

UDC SECTION 21.5.4.D Criteria for Approval

7. Whether all of the applicant's back taxes owed to the City have been paid in full;

- This does not impact City Council's decision.

8. Whether other criteria are met, which, at the discretion of the Planning and Zoning Commission and the City Council, are deemed relevant and important in the consideration of the amendment.

- Staff has ensured all UDC requirements have been met for the proposed zone change, and at this time have not received any special consideration from the City Council.

Recommendation

Staff Recommendation

- Zone Change Request
  - Conforms to the Comprehensive Plan
  - Meets the intent of the UDC
  - Adheres to the Criteria for Approval
- Therefore, Staff recommends approval of Ord. 24-S-146.

On July 3rd, 2024 the Planning and Zoning Commission met and recommended approval of the request with a 6-0 vote.

On September 3, 2024, City Council approved the request with a 6-1 vote which meets the ¾ affirmative vote requirement.

COMMENTS AND QUESTIONS

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Agenda No. 19.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**City Secretary**
Subject:	**Resolution 24-R-125 - Nominating candidates for the Bexar County Appraisal Board of Directors to be appointed for the 2025 term. (Mayor/S.Edmondson)**

BACKGROUND

Added in SB2 of the second special session of the 88th legislature, Section 6.0301 of the Texas Property Tax Code applies to appraisal districts established in a county with a population of 75,()00 or more and alters the make-up of the Bexar Appraisal District Board of Directors. Three members elected by majority vote in the May 2024 general election joined the five directors appointed by the taxing units that participate in the district in the manner prescribed by Section 6.03, Texas Property Tax Code.

To implement the necessary term changes and as required by Section 5.13(d), Texas Property Tax Code, members appointed in this cycle shall draw lots at the first meeting of 2025 to determine which two shall serve a term of one year, beginning January 1st, 2025 and expiring December 31st, 2025, and which three shall serve a term of three years, beginning January 1st, 2025 and expiring December 3 1st, 2027. After that, appointed members will serve in four-year terms.

To begin the appointment process, each taxing unit authorized to vote may nominate one candidate for each of the five positions on the Bexar Appraisal District Board of Directors by resolution of its governing body and submit the name(s) of the unit's nominee(s) to the Chief Appraiser by October 15th.

Attachments

Resolution 24-R-125

RESOLUTION 24-R-125

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS IN SUPPORT OF THE NOMINATION (S) FOR THE BEXAR APPRAISAL BOARD OF DIRECTORS AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, section 6.03(k), of the Texas Property Tax Code, requires that each taxing unit entitled nominate candidates by Resolution and submit the list of nominees to the results of that vote to the Chief Appraiser of the Bexar County Appraisal District on or before October 15, 2024; and

WHEREAS, added in SB2 of the second special session of the 88th legislature, Section 6.0301 of the Texas Property Tax Code applies to appraisal districts established in a county with a population of 75,000 or more and alters the make-up of the Bexar Appraisal District Board of Directors. Three members elected by majority vote in the May 2024 general election joined the five directors appointed by the taxing units that participate in the district in the manner prescribed by Section 6.03, Texas Property Tax Code; and

WHEREAS, to implement the necessary term changes and as required by Section 5.13(d), Texas Property Tax Code, members appointed in this cycle shall draw lots at the first meeting of 2025 to determine which two shall serve a term of one year, beginning January 1st, 2025 and expiring December 31st, 2025, and which three shall serve a term of three years, beginning January 1st, 2025 and expiring December 3 1st, 2027. After that, appointed members will serve in four-year terms; and

WHEREAS, to begin the appointment process, each taxing unit authorized to vote may nominate one candidate for each of the five positions on the Bexar Appraisal District Board of Directors by resolution of its governing body and submit the name(s) of the unit's nominee(s) to the Chief Appraiser by October 15th.

NOW, THEREFORE, BE IT RESOLVED, the City Council has determined that it is in the best interest of the City to nominate for each of the five positions the following _____ for the Bexar Appraisal District Board of Directors.

Section l. 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 2. 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 3. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 4. 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 5. 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 6. This Resolution shall be in force and effect from and after its formal passage, and it is so resolved.

PASSED AND ADOPTED, this _____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez

ATTEST:

_____
Sheila Edmondson, City Secretary

Agenda No. 20.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**City Secretary**
Subject:	**Resolution 24-R-126 - Nominating candidates for the Comal County Appraisal Board of Directors to be appointed for the 2025 term. (Mayor/S.Edmondson)**

BACKGROUND

Section 6.03(g) of the Texas Property Tax Code states "Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15, 2024.

Due to the passing of Senate Bill 2 in 2023, section 5.13(d) states that the current appointed members of the Board of Directors term will end December 31, 2024. To facilitate the transition to four-year staggered terms, the CAD will hold an election this fall for five directors appointed by the entities where two members will serve a one-year term and three members will serve a three-year term.

Attachments

Resolution 24-R-126

RESOLUTION 24-R-126

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS IN SUPPORT OF THE NOMINATION (S) FOR THE COMAL APPRAISAL BOARD OF DIRECTORS AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Section 6.03(g) of the Texas Property Tax Code states "Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit 's nominees to the chief appraiser before October 15, 2024; and

WHEREAS, due to the passing of Senate Bill 2 in 2023, section 5.13(d) states that the current appointed members of the Board of Directors term will end December 31, 2024. To facilitate the transition to four-year staggered terms, the CAD will hold an election this fall for five directors appointed by the entities where two members will serve a one-year term and three members will serve a three-year term; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Schertz hereby nominate(s) _____ for directorship for the Comal Appraisal District Board of Directors.

Section l. 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 2. 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 3. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 4. 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 5. 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 6. This Resolution shall be in force and effect from and after its formal passage, and it is so resolved.

PASSED AND ADOPTED, this _____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez

ATTEST:

Sheila Edmondson, City Secretary

Agenda No. 21.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**City Secretary**
Subject:	**Resolution 24-R-124 - Nominating candidates for the Guadalupe County Appraisal Board of Directors to be appointed for the 2025 term. (Mayor/S.Edmondson)**

BACKGROUND

Section 6.03(k), of the Texas Property Tax Code, requires that each taxing unit is entitled to nominate candidates by Resolution and submit the list of nominees to the results of that vote to the Chief Appraiser of the Guadalupe County Appraisal District on or before October 15, 2024,to conduct an election for appointment of five (5) directorships. The term durations of the five (5) directorships will be decided by a draw at the first meeting of 2025. Two (2) will serve a single year term with the remaining three (3) serving a three (3) year term. The terms are structured in a way to result in staggered four (4) year terms moving forward. That said, the directorships beginning January l , 2025

The City of Schertz can hereby nominate the following nominee (s) for the Guadalupe Appraisal District Board of Directors beginning January 1, 2025.

Attachments

Resolution 24-R-124

RESOLUTION 24-R-124

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS IN SUPPORT OF THE NOMINATION (S) FOR THE GUADALUPE APPRAISAL BOARD OF DIRECTORS AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, section 6.03(k), of the Texas Property Tax Code, requires that each taxing unit entitled nominate candidates by Resolution and submit the list of nominees to the results of that vote to the Chief Appraiser of the Guadalupe County Appraisal District on or before October 15, 2024; and

WHEREAS, to conduct an election for appointment of five (5) directorships. The term durations of the five (5) directorships will be decided by a draw at the first meeting of 2025. Two (2) will serve a single year term with the remaining three (3) serving a three (3) year term. The terms are structured in a way to result in staggered four (4) year terms moving forward. That said, the directorships beginning January l , 2025; and

WHEREAS, the City of Schertz hereby supports the following nominee (s) for the Guadalupe Appraisal District Board of Directors beginning January 1, 2025; and

WHEREAS, the City Council has determined that it is in the best interest of the City to nominate _____ .

NOW, THEREFORE, BE IT RESOLVED that the City Council of the CITY OF SCHERTZ hereby nominate(s) _____for directorship for the Guadalupe Appraisal District Board of Directors with a term beginning January 1, 2025.

Section l. 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 2. 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 3. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 4. 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 5. 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 6. This Resolution shall be in force and effect from and after its formal passage, and it is so resolved.

PASSED AND ADOPTED, this _____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez

ATTEST:

_____
Sheila Edmondson, City Secretary

Agenda No. 22.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Planning & Community Development**
Subject:	**Ordinance 24-S-147 – Conduct a public hearing and consider a request for a Specific Use Permit to allow for a Convenience Store with Gas Pumps in General Business District (GB), on approximately 1.61 acres of land, located at the intersection of Schaefer Road and FM 1518, also known as 11786 Schaefer Road, Bexar County Property Identification Number 1396038, 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 gas pumps on approximately 1.61 acres of land, located at the intersection of Schaefer Road and FM 1518. The subject property is currently zoned General Business (GB) and is undeveloped. Per the submitted Letter of Intent, the applicant is proposing a strip center with a convenience store, a gas station with electric vehicle charging stations, and a shopping center. UDC Section 21.5.8 Permitted Use Table requires a Specific Use Permit for convenience stores with gas pumps.

On July 26, 2024, twenty-four (24) 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, zero (0) responses in favor, zero (0) responses neutral, and twenty-four (24) responses opposed have been received. Additionally, there was a petition submitted with this staff report. A public hearing notice will be published in the San Antonio Express prior to the City Council meeting.

This item was previously heard on November 23, 2023 by the Planning and Zoning Commission. The Commission voted to recommend approval with a 4-2 vote. On December 19, 2023 City Council heard the item and voted to deny the request (the approval motion failed with a 3-4 vote).

UDC Section 21.4.5 Post-Decision Procedures, requires that applicants wait 6 months after the date of the denial to submit the same development application.

Subject Property:

	Zoning	**Land Use**
Existing	General Business District (GB)	Undeveloped
Proposed	General Business District (GB)	Convenience Store with Gas Pumps

Adjacent Properties:

	Zoning	**Land Use**
North	Right of Way	Schaefer Road
South	Right of Way	Brook Orchard Road
East	Right of Way	FM 1518

West	Single-Family Residential (R-6)	Willow Grove Estates Unit 1

GOAL

The goal of this project is to develop a convenience store with gas pumps upon the approval of the Specific Use Permit.

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

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

This property is designated as Complete Neighborhood. Complete Neighborhood incorporates a variety of housing types with limited commercial in the manner of traditional neighborhood design. The commercial provision within the Complete Neighborhood designation is consistent with the proposed Specific Use Permit.

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

This property is zoned General Business District (GB). This district 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 convenience store 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.

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 UDC Article 9. This is typically done during the site plan process and 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 property abuts three separate rights of way, providing options to minimize conflict with existing traffic. The applicant will have to go through the site plan process if this proposed Specific Use Permit is approved. Any access point along FM1518 will need approval from the Texas Department of Transportation, and the City of Schertz 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.

The applicant is not required to submit, nor have they provided anything demonstrating roadway adjustments or traffic control devices. The City of Schertz Engineering Department will review a more detailed traffic impact analysis at the time of the site plan process, and will determine what

traffic mitigation methods will be required.

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 UDC Article 9, including the screening and buffering that will be required for the neighboring residential properties to the west. This will include a minimum eight-foot masonry screening wall and a minimum twenty-foot landscape buffer adjacent to the property line of the residential use. UDC Article 9 is in place to ensure adverse effects are minimized and mitigated. Additionally, the City adheres to the recommendations in the JBSA Joint Land Use Study (JLUS). Among these are enhanced lighting standards found in UDC Section 21.9.11. which include requirements such as lighting setbacks being equal to their height, or light sources being concealed from residential properties.

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 (GB) as stipulated in UDC Article 5, 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. The existing General Business zoning of the subject property and adjacent properties indicates commercial intention for this area. The proposed use is compatible with the surrounding area. Also, the proposed development would provide a transitional use by acting as a buffer for the residential portions of the Willow Grove Subdivision from FM 1518, which is a principal arterial. Additionally, Schertz Fire, EMS, and Police Departments were notified of the Specific Use Permit request and have provided no objections.

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 by the Planning and Zoning Commission or the first reading from City 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 have ensured all UDC requirements have been met, and at this time have not received any special considerations from the Planning and Zoning Commission or the City Council.

Due to the conformance with the Comprehensive Plan and the zoning district, as well as the consistency with the surrounding land uses. Staff is recommending approval of Ord. 24-S-147.

On August 7, 2024, The Planning and Zoning Commission held a public hearing and recommended denial of the request with a 6-1 vote.

RECOMMENDATION
Approval of Ordinance 24-S-147.

Attachments

Ord. 24-S-147 with Exhibits
Aerial Exhibit
Public Hearing Notice Map
Public Hearing Responses
Conceptual Site Plan Exhibit
City Council Presentation Slides

ORDINANCE NO. 24-S-147

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, ALSO KNOWN AS: 11786 SCHAEFER ROAD, BEXAR COUNTY PROPERTY IDENTIFICATION NUMBER: 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 August 7, 2024, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to deny the requested Specific Use Permit with conditions; and

WHEREAS, on September 17, 2024, 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

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 _____ 2024.

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

Exhibit A: Survey

KFW SURVEYING

FIELD NOTES
FOR
A 1.6081 ACRE TRACT

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 (OPR) and being more particularly described by metes and bounds as follows:

BEGINNING at a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in the northwest right-of-way line of Brook Orchard, a variable width right-of-way, for the southeast corner of Lot 1, Block 6 of the Willow Gove Estates Unit 1, a subdivision plat of record in Volume 9649 Page 147 of the Deed and Plat Records of Bexar County, Texas (DPR), the southwest corner of the remaining 30.06 acre tract and the tract described herein;

THENCE: N 30°10'30" W along and with the northeast line of Lots 1-5, Block 6 and a 5' drainage right-of-way of the Willow Grove Estates Unit 1, at a distance of 419.10 feet passing a scribed "x" in concreted , for the northeast corner of the 5' drainage right-of-way and continuing for a total distance of **426.60 feet** to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in the southeast right-of-way line of Schaeffer, a variable width right-of-way, for the northwest corner of the remaining 30.06 acre tract and the tract described herein;

THENCE: N 59°47'47" E along and with the southeast right-of-way line of Schaeffer and the northwest line of the remaining 30.06 acre tract, a distance of **122.02 feet** to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for the north corner of the tract described herein, from which a found Texas Department of Transportation Type I Monument, for the original cutback Schaeffer with F.M. 1518, an variable width right-of-way bears, N 59°47'47" E, a distance of 28.00 feet;

THENCE: along and with the southwest right-of-way line of F.M. 1518 the following two (**2**) courses:

1. **S 75°31'59" E**, a distance of **70.27 feet** to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein, and

2. **S 30°10'30" E**, a distance of **338.29 feet** to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in the northwest cutback of F.M. 1518 with Brook Orchard, for the easterly southeast corner of the tract described herein;

Exhibit A: Survey

THENCE: along and with the northwest cutback line and the northwest right-of-way line of Brook Orchard the following three (**3**) courses:

1. **S 14°47'54" W**, a distance of **29.50 feet** to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for point of curvature to the left and angle point of the tract described herein,

2. with a non-tangent curve to the **left** having an arc of **48.23 feet**, a radius of **500.00 feet**, a delta of **05°31'36"** and a chord bears **S 54°52'26"W**, a distance of **48.21 feet** to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of tangency of the tract described herein, and

3. **S 52°06'38" W**, a distance of **104.08 feet** to the **POINT OF BEGINNING** and containing 1.6081 acres or 70,050 square feet more or less, in Bexar County, Texas. Said tract being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 Texas State Plane South Central Zone.

Job No.: 21-080
Prepared by: KFW Surveying
Date: June 9, 2021
File: S:\Draw 2021\21-080 FM 1518 and Schaefer Rd\DOCS\ FN 1.6081ac tract.docx

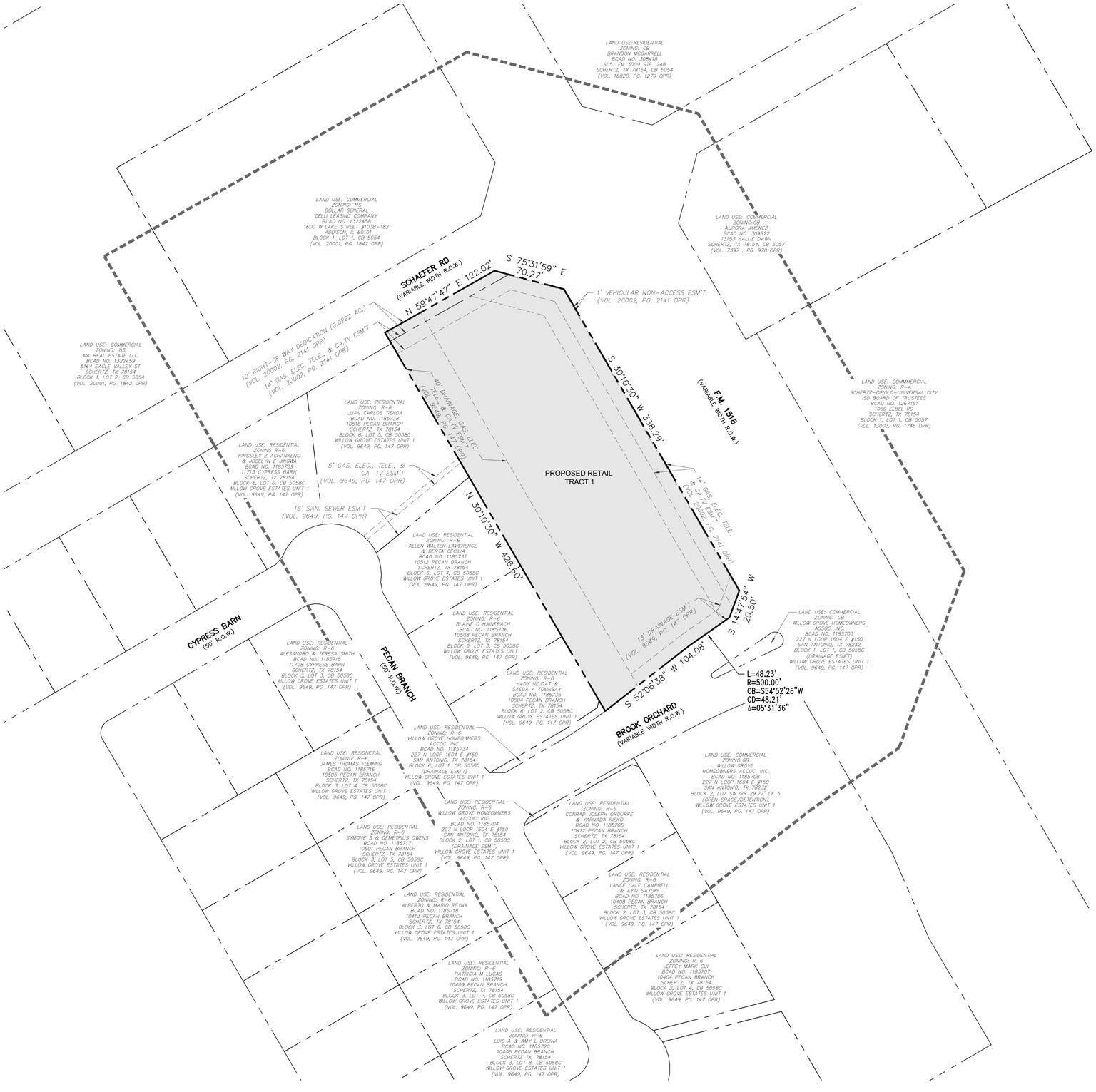


6/10/21

Exhibit A: SUP Exhibit



LOCATION MAP
NOT TO SCALE



SCALE: 1"=50'
50 25 0 50

LEGEND

	PROPERTY BOUNDARY
	ADJACENT PROPERTY
(XXX)	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

811 Know what's below. Call before you dig.

Klove ENGINEERING
Site Development Engineering Services
Firm No. 11042
www.kloveengineering.com (210) 485-5683

DATE

REVISIONS:

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, ESTABLISHING 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.

SPECIFIC USE PERMIT EXHIBIT

DESIGNED BY:	AJB
DRAWN BY:	CT
SCALE:	1"=50"
DATE:	10/3/23
SHEET NO.	EX1



N
W E
S

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

FM 1518 & SCHAEFER RD
(PLSPU20240142)

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

1 Inch = 100 Feet
0 50 100 200 300 Feet



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last update: July 12, 2024

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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 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

FM 1518 & SCHAEFER ROAD
(PLSPU20240142)

Project Boundary

200' Buffer

N
W E
S

0 50 100 200 300 Feet

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

Willow Grove HOA

PLANNING & COMMUNITY DEVELOPMENT

RECEIVED
JUL 29 2024
RECEIVED

NOTICE OF PUBLIC HEARING

July 26, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 7th, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLSPU20240142– Hold a public hearing and make a recommendation on a Specific Use Permit to allow a Convenience Store with Gas Pumps in General Business District (GB), on approximately 1.6 acres of land, known as Bexar County Property Identification Number 1396038, generally located southwest of the intersection of FM1518 and Schaefer Road, 11786 Schaefer Rd, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Madeleine Cole, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Madeleine Cole, Planner at (210) 619-1781.

Sincerely,

Madeleine Cole

Madeleine Cole
Planner

Reply Form:

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLSPU20240142**

COMMENTS: No way Jose'

NAME: Armando Fabela Jr. SIGNATURE [signature]
(PLEASE PRINT)

STREET ADDRESS: 11433 Holly Forest

DATE: Aug 3 2024

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

Willow Grove HOA

PLANNING & COMMUNITY DEVELOPMENT

RECEIVED
JUL 29 2024
RECEIVED

NOTICE OF PUBLIC HEARING

July 26, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 7th, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLSPU20240142– Hold a public hearing and make a recommendation on a Specific Use Permit to allow a Convenience Store with Gas Pumps in General Business District (GB), on approximately 1.6 acres of land, known as Bexar County Property Identification Number 1396038, generally located southwest of the intersection of FM1518 and Schaefer Road, 11786 Schaefer Rd, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Madeleine Cole, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Madeleine Cole, Planner at (210) 619-1781.

Sincerely,

Madeleine Cole

Madeleine Cole
Planner

Reply Form:

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLSPU20240142**

COMMENTS: Will cause Noise, Traffic, and Light pollution

NAME: Anthony Fierro SIGNATURE _____
(PLEASE PRINT)

STREET ADDRESS: 10312 Colonel Ridge Schertz Texas 78154

DATE: 8/4/2024



SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

City of Schertz

FM 1518 & SCHAEFER ROAD
(PLSPU20240142)

Project Boundary

200' Buffer

N
W E
S

0 50 100 200 300 Feet

Samuel Haas

From: alesandro smith
Sent: Wednesday, August 7, 2024 12:38 PM
To: mcole@schertz.com
Cc: planning@schertz.com
Subject: PLSPU20240142 - OPPOSED

Dear Ms. Cole,

I'm writing to express my opposition to the Specific Use Permit to allow a gas station on the southwest intersection of FM 1518 and Schaefer Road. My home at 11708 Cypress Barn lies within 200 ft of the proposed gasoline pumps.

Please feel free to contact me with any questions or concerns.

Very Respectfully,

Alesandro Smith

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

Willow Grove HOA

PLANNING & COMMUNITY DEVELOPMENT

RECEIVED
JUL 29 2024
RECEIVED

NOTICE OF PUBLIC HEARING

July 26, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 7th, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLSPU20240142– Hold a public hearing and make a recommendation on a Specific Use Permit to allow a Convenience Store with Gas Pumps in General Business District (GB), on approximately 1.6 acres of land, known as Bexar County Property Identification Number 1396038, generally located southwest of the intersection of FM1518 and Schaefer Road, 11786 Schaefer Rd, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Madeleine Cole, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Madeleine Cole, Planner at (210) 619-1781.

Sincerely,

Madeleine Cole

Madeleine Cole
Planner

Reply Form:

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLSPU20240142**

COMMENTS: _____

NAME: Blair Reeves SIGNATURE _____
(PLEASE PRINT)

STREET ADDRESS: 10448 Shadowy Dusk, Schertz, Tx. 78154

DATE: July 31, 2024



SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

City of Schertz

FM 1518 & SCHAEFER ROAD
(PLSPU20240142)

Project Boundary

200' Buffer

N
W E
S

0 50 100 200 300 Feet

Samuel Haas

From: Lesa C. Wood
Sent: Wednesday, August 7, 2024 9:35 AM
To: planning@schertz.com
Subject: Fw: Objection to Zoning for new Gas Station 1518

Follow Up Flag: Follow up
Flag Status: Flagged

See below.

Lesa Wood
Director of Planning and Community Development
City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154

Office: 210-619-1785
Mobile: 210-488-4202
Fax: 210-619-1789

Schertz.com

From: Carly Gentry
Sent: Wednesday, August 7, 2024 9:31 AM

Subject: Objection to Zoning for new Gas Station 1518

Good Morning Mr. Mayor and Schertz Government,

I am writing to express my strong objection to the potential approval of a permanent gas station on the corner of 1518 and Schaeffer Road, directly adjacent to the entrance of the Willow Grove subdivision. I will be speaking more to this at the Zoning meeting this evening, but I would like to note the potential health and crime hazards associated with this type of business being in such close proximity to where our families live and breathe. Please hear our voices and concerns. We want what is best for our small community.

Thank you,
Carly A. Gentry
WG resident

Samuel Haas

From: Carly Lopez
Sent: Wednesday, August 7, 2024 5:17 PM
To: planning@schertz.com
Subject: Fwd: Objection to Zoning for new Gas Station 1518

Follow Up Flag: Follow up
Flag Status: Flagged

Sent from my iPhone

Begin forwarded message:

> **From:** Carly Gentry
> **Date:** August 7, 2024 at 9:31:31 AM CDT
> **To:** markdavis@schertz.com, mwatson@schertz.com, paulmacaluso@schertz.com, tiffanygibson@schertz.com, robertwestbrook@schertz.com, allisonheyward@schertz.com, timbrown@schertz.com, swayman@schertz.com, steve.williams@schertz.com, bjames@schertz.com, lwood@schertz.com, mcole@schertz.com, ralphgutierrez@schertz.com
> **Subject: Objection to Zoning for new Gas Station 1518**
>
> Good Morning Mr. Mayor and Schertz Government,
>
> I am writing to express my strong objection to the potential approval of a permanent gas station on the corner of 1518 and Schaeffer Road, directly adjacent to the entrance of the Willow Grove subdivision.
> I will be speaking more to this at the Zoning meeting this evening, but I would like to note the potential health and crime hazards associated with this type of business being in such close proximity to where our families live and breathe. Please hear our voices and concerns. We want what is best for our small community.
>
> Thank you,
> Carly A. Gentry
> WG resident

Samuel Haas

From: Lesa C. Wood
Sent: Tuesday, July 30, 2024 2:07 PM
To: planning@schertz.com
Subject: Fw: Not in my neighborhood!

See below.

Lesa Wood
Director of Planning and Community Development
City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154

Office: 210-619-1785
Mobile: 210-488-4202
Fax: 210-619-1789

Schertz.com

From: Repof Texas
Sent: Tuesday, July 30, 2024 1:55 PM

Subject: Not in my neighborhood!

Daniel Santos
10329Aurora Sky
Schertz, Texas 78154

7/30/2024
Mayor Ralph Guiterrez
1400 Schertz Parkway
Schertz, Texas 78154
Dear Mayor and Government Staff,
I am writing to you as a concerned resident of Willow Grove Neighborhood regarding the proposed establishment of a new gas station at property #1396038. I will put it plain and simple…WE DO NOT WANT A GAS STATION IN OUR NEIGHBORHOOD! I live in this neighborhood and run around it every day. Part of my run route is up front at the entrance where cars and trucks would be entering continuously. I don't ask much from the government, however, I do want you to leave my neighborhood alone. While I understand the need for fuel services, I believe that permitting this gas station could have several adverse impacts on our community. I would like to outline ten reasons why I believe this proposal warrants careful reconsideration:

1. **Environmental Impact**: Gas stations can pose significant environmental hazards, including potential groundwater contamination from fuel spills and leaks. The risk of pollution could affect local water supplies and ecosystems.
2. **Increased Traffic**: The addition of a gas station will likely lead to increased traffic congestion in an area that is already experiencing heavy vehicular flow. This could exacerbate safety concerns, especially for pedestrians and children.
3. **Safety Concerns**: Gas stations can be targets for crime, including theft and vandalism. The increased presence of such facilities could lead to higher crime rates in our neighborhood. **IT WOULD BE LOCATED DIRECTLY ACROSS SCHOOL.**
4. **Health Risks**: Prolonged exposure to gasoline fumes and other pollutants emitted by gas stations can have detrimental effects on public health. Residents, especially those with respiratory conditions, may be at increased risk.
5. **Aesthetic Impact**: Gas stations often come with large signage and bright lighting, which could detract from the visual appeal of our neighborhood. This could negatively affect property values and the overall character of the area.
6. **Noise Pollution**: The constant activity associated with a gas station, including deliveries, fuel dispensing, and vehicle idling, can contribute to increased noise pollution. This can disrupt the peace and quiet that many residents value.
7. **Property Values**: The proximity of a gas station could lower property values in the neighborhood. Prospective buyers may be deterred by the potential environmental and aesthetic impacts.
8. **Alternative Fuel Options**: With the growing shift towards electric vehicles and alternative fuels, the need for additional gas stations is decreasing. Investing in more sustainable infrastructure might better serve our community's future needs.
9. **Community Character**: Our neighborhood prides itself on its unique character and sense of community. The addition of a gas station may undermine these qualities and transform the area into a more commercialized zone.
10. **Local Business Impact**: A new gas station could potentially affect nearby businesses, particularly those that rely on foot traffic or have specific customer bases that may be disrupted by the increased presence of a fuel station.

I respectfully urge you to consider these concerns in the decision-making process regarding the proposed gas station. Our community's well-being, safety, and character should be of utmost priority, and I hope that alternative solutions can be explored to meet the needs of our residents while preserving the quality of our neighborhood.

Thank you for your time and attention to this matter. I look forward to your response and hope for a decision that reflects the best interests of our community.

Sincerely,

Daniel Santos
Major, U.S. Army (R)
A Very Concerned Resident and Active Voter!

Dan Santos, MBA, MPA, MCJ
Director of Operations | Leader | Business Strategist | Veteran
San Antonio, TX 78154

Samuel Haas

From: Denise Torres
Sent: Wednesday, August 7, 2024 10:45 AM
To: planning@schertz.com
Subject: P1SPU20240142

Follow Up Flag: Follow up
Flag Status: Completed

Hello! Please note I am opposed to P1SPU20240142. Thank you.

Denise Torres
11705 Cypress Barn
Schertz, TX 78154

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

Willow Grove HOA

PLANNING & COMMUNITY DEVELOPMENT

RECEIVED
JUL 29 2024
RECEIVED

NOTICE OF PUBLIC HEARING

July 26, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 7th, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLSPU20240142– Hold a public hearing and make a recommendation on a Specific Use Permit to allow a Convenience Store with Gas Pumps in General Business District (GB), on approximately 1.6 acres of land, known as Bexar County Property Identification Number 1396038, generally located southwest of the intersection of FM1518 and Schaefer Road, 11786 Schaefer Rd, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Madeleine Cole, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Madeleine Cole, Planner at (210) 619-1781.

Sincerely,

Madeleine Cole

Madeleine Cole
Planner

Reply Form:

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLSPU20240142**

COMMENTS: I think it will increase Traffic

NAME: Esther Bingham SIGNATURE

(PLEASE PRINT)

STREET ADDRESS: 10318 Owl Woods

DATE: 7/31/24

Samuel Haas

From: Lesa C. Wood
Sent: Tuesday, August 6, 2024 3:53 PM
To: planning@schertz.com
Subject: Fw: gas station - property #1396038 I

Follow Up Flag: Follow up
Flag Status: Flagged

See below.

Lesa Wood
Director of Planning and Community Development
City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154

Office: 210-619-1785
Mobile: 210-488-4202
Fax: 210-619-1789

Schertz.com

From: Eileen Perez
Sent: Monday, August 5, 2024 10:01 PM

Subject: gas station - property #1396038 I

Good evening,

This email is in reference to the proposed gas station at property #1396038. I am writing to let you know of my opposition to the placement of a gas station at this location.

Thank you for your time.

Eileen Perez

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

Willow Grove HOA

PLANNING & COMMUNITY DEVELOPMENT

RECEIVED
JUL 29 2024
RECEIVED

NOTICE OF PUBLIC HEARING

July 26, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 7th, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLSPU20240142– Hold a public hearing and make a recommendation on a Specific Use Permit to allow a Convenience Store with Gas Pumps in General Business District (GB), on approximately 1.6 acres of land, known as Bexar County Property Identification Number 1396038, generally located southwest of the intersection of FM1518 and Schaefer Road, 11786 Schaefer Rd, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Madeleine Cole, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Madeleine Cole, Planner at (210) 619-1781.

Sincerely,

Madeleine Cole

Madeleine Cole
Planner

Reply Form:

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLSPU20240142**

COMMENTS: Shertz east is increasing in crime & is reflected as the most dangeous districts in Schertz having this convenience store with gas pump will exasurbate crime & make our open gated community less safe.

NAME: James Harris (PLEASE PRINT) SIGNATURE James J. Harris Jr.

STREET ADDRESS: 10435 Monicas Crk, Schertz Texas 78154

DATE: August 1, 2024



SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

City of Schertz

FM 1518 & SCHAEFER ROAD
(PLSPU20240142)

Project Boundary

200' Buffer

N
W E
S

0 50 100 200 300 Feet

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

July 26, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 7th, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLSPU20240142– *Hold a public hearing and make a recommendation on a Specific Use Permit to allow a Convenience Store with Gas Pumps in General Business District (GB), on approximately 1.6 acres of land, known as* Bexar County Property Identification Number 1396038, generally located southwest of the intersection of FM1518 and Schaefer Road, 11786 Schaefer Rd, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Madeleine Cole, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Madeleine Cole, Planner at (210) 619-1781.

Sincerely,

Madeleine Cole

Madeleine Cole
Planner

Reply Form:

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLSPU20240142**

COMMENTS: I am opposed to a gas station this close to hom

NAME: Lance Campbell (PLEASE PRINT) SIGNATURE Lance Campbell

STREET ADDRESS: 10408 Pecan Branch

DATE: 30 Aug 24

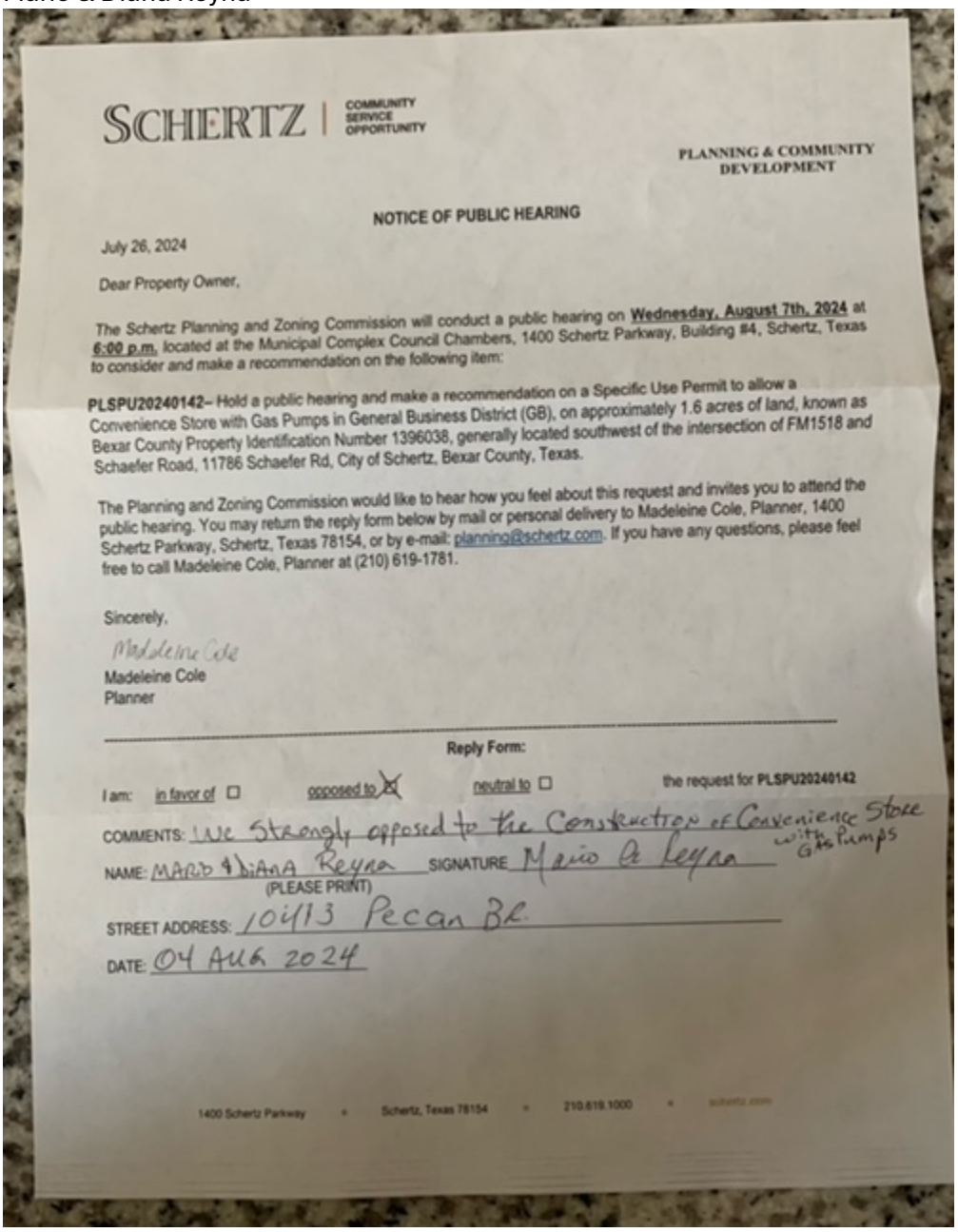
Samuel Haas

From: MARIO REYNA
Sent: Sunday, August 4, 2024 6:36 PM
To: planning@schertz.com
Subject: PLSPU20240142

Madeleine Cole; We are opposed to the construction of the convenience store with gas pumps.

Sincerely,

Mario & Diana Reyna



SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

July 26, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 7th, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLSPU20240142– Hold a public hearing and make a recommendation on a Specific Use Permit to allow a Convenience Store with Gas Pumps in General Business District (GB), on approximately 1.6 acres of land, known as Bexar County Property Identification Number 1396038, generally located southwest of the intersection of FM1518 and Schaefer Road, 11786 Schaefer Rd, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Madeleine Cole, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Madeleine Cole, Planner at (210) 619-1781.

Sincerely,

Madeleine Cole

Madeleine Cole
Planner

Reply Form:

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLSPU20240142**

COMMENTS: We Strongly opposed to the Construction of Convenience Store with Gas Pumps

NAME: MARIO & DIANA Reyna (PLEASE PRINT) SIGNATURE Mario & Reyna

STREET ADDRESS: 10413 Pecan Bl.

DATE: 04 AUG 2024

1400 Schertz Parkway • Schertz, Texas 78154 • 210.619.1000 • schertz.com

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

Willow Grove HOA

PLANNING & COMMUNITY DEVELOPMENT

RECEIVED
JUL 29 2024
RECEIVED

NOTICE OF PUBLIC HEARING

July 26, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 7th, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLSPU20240142– Hold a public hearing and make a recommendation on a Specific Use Permit to allow a Convenience Store with Gas Pumps in General Business District (GB), on approximately 1.6 acres of land, known as Bexar County Property Identification Number 1396038, generally located southwest of the intersection of FM1518 and Schaefer Road, 11786 Schaefer Rd, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Madeleine Cole, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Madeleine Cole, Planner at (210) 619-1781.

Sincerely,

Madeleine Cole
Planner

Reply Form:

I am: in favor of ☐ opposed to ☑ neutral to ☐ the request for **PLSPU20240142**

COMMENTS: INTERSECTION #1518 IS too CONGESTED WITH SCHOOL, SUB-DIVISION & COMMERCIAL TRAFFIC. THIS IS A SAFETY ISSUE.

NAME: MR. MYRON SHIRLEY (PLEASE PRINT) SIGNATURE

STREET ADDRESS: 10405 BOWIES KNOLL, SCHERTZ, TX. 78154

DATE: 6 AUGUST 2024



SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

City of Schertz

FM 1518 & SCHAEFER ROAD
(PLSPU20240142)

Project Boundary

200' Buffer

N
W E
S

0 50 100 200 300
Feet

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

Willow Grove HOA

PLANNING & COMMUNITY DEVELOPMENT

RECEIVED
JUL 29 2024
RECEIVED

NOTICE OF PUBLIC HEARING

July 26, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 7th, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLSPU20240142– Hold a public hearing and make a recommendation on a Specific Use Permit to allow a Convenience Store with Gas Pumps in General Business District (GB), on approximately 1.6 acres of land, known as Bexar County Property Identification Number 1396038, generally located southwest of the intersection of FM1518 and Schaefer Road, 11786 Schaefer Rd, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Madeleine Cole, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Madeleine Cole, Planner at (210) 619-1781.

Sincerely,

Madeleine Cole

Madeleine Cole
Planner

Reply Form:

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLSPU20240142**

COMMENTS: People who live near gas stations or live near schools with gas stations nearby are at a higher risk of exposer to Benzene, a chemical found in gasoline that can cause Leukemia and other types of cancer. Petrol stations emit Benzene which is associated to Childhood leukemia!

NAME: Mary Standifer (PLEASE PRINT) SIGNATURE Mary Standifer

STREET ADDRESS: ~~10305~~ 10305 Hoot Owl

DATE: 8/6/24

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

Willow Grove HOA

PLANNING & COMMUNITY DEVELOPMENT

RECEIVED
JUL 29 2024
RECEIVED

NOTICE OF PUBLIC HEARING

July 26, 2024

Dear Property Owner, Norbertha Quaynor

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 7th, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLSPU20240142– Hold a public hearing and make a recommendation on a Specific Use Permit to allow a Convenience Store with Gas Pumps in General Business District (GB), on approximately 1.6 acres of land, known as Bexar County Property Identification Number 1396038, generally located southwest of the intersection of FM1518 and Schaefer Road, 11786 Schaefer Rd, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Madeleine Cole, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Madeleine Cole, Planner at (210) 619-1781.

Sincerely,

Madeleine Cole

Madeleine Cole
Planner

Reply Form:

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLSPU20240142**

COMMENTS: I oppose to commercializing our neighborhood. This plan will take away the peace my family moved here for.

NAME: NORBERTHA QUAYNOR SIGNATURE _____
(PLEASE PRINT)

STREET ADDRESS: 10334 Owl Woods

DATE: 1 Aug 2024



SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

City of Schertz

FM 1518 & SCHAEFER ROAD
(PLSPU20240142)

Project Boundary

200' Buffer

N
W E
S

0 50 100 200 300 Feet

Samuel Haas

From: Lesa C. Wood
Sent: Tuesday, August 6, 2024 2:11 PM
To: planning@schertz.com
Subject: Fw: Opposed to proposed gas station in front of Willow Grove Estates

FYI

Lesa Wood
Director of Planning and Community Development
City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154

Office: 210-619-1785
Mobile: 210-488-4202
Fax: 210-619-1789

Schertz.com

From: Patricia Lucas
Sent: Tuesday, August 6, 2024 11:48 AM

Subject: Opposed to proposed gas station in front of Willow Grove Estates

Good morning
In reference to the proposed gas station at property #1396038 I am writing to let you know as a homeowner in that community of my opposition to the placement of a gas station at this location.

Thank you for your time
Patricia Lucas

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

August 7, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 7th, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLSPU20240142– Hold a public hearing and make a recommendation on a Specific Use Permit to allow a Convenience Store with Gas Pumps in General Business District (GB), on approximately 1.6 acres of land, known as Bexar County Property Identification Number 1396038, generally located southwest of the intersection of FM1518 and Schaefer Road, 11786 Schaefer Rd, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Samuel Haas, Planner at (210) 619-1783.

Sincerely,

Samuel Haas
Senior Planner

Reply Form:

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLSPU20240142**

COMMENTS: The station is too close to the neighborhood.

NAME: Phyllis W. Turner (PLEASE PRINT) SIGNATURE Phyllis W. Turner

STREET ADDRESS: 10304 Aurora Sky, Schertz Tx 78154

DATE: 7 Aug 24

Samuel Haas

From: Symone
Sent: Thursday, August 1, 2024 9:40 PM
To: planning@schertz.com; Ralph Gutierrez; Michelle Watson; Mark Davis; Tiffany Gibson; Paul Macaluso; Robert Westbrook; Allison Heyward; Tim Brown; Scott Wayman; Steve Williams; Brian James; Lesa C. Wood; mcole@schertz.com
Subject: Attention PLSPU20240142

Dear Mayor, Government Staff and The Planning and Zoning Commission,

I am writing to you as a concerned resident of Willow Grove Neighborhood regarding the proposed establishment of a new gas station at property #1396038. I DO NOT WANT A GAS STATION AT THE ENTRANCE OF THE WILLOW GROVE SUBDIVISION! I live in this neighborhood. My house is the very first house when driving into the neighborhood and I'm OPPOSED to the Specific Use Permit to allow a Connivence Store with Gas Pumps. This is the second time in about 6 months we have received a notice of zone change and permit request for a gas station. Myself and several other families wrote letters and attended the first public hearing to relay our concerns. During that hearing the permit was denied. I ask it be denied again and this time permanently. Permitting this gas station could have several adverse impacts on our community. Below are several reasons why this proposal should be permanently denied.

1. Environmental Impact: Gas stations can pose significant environmental hazards, including potential groundwater contamination from fuel spills and leaks. The risk of pollution could affect local water supplies and ecosystems.
2. Increased Traffic: The addition of a gas station will likely lead to increased traffic congestion in an area that is already experiencing heavy vehicular flow. This could exacerbate safety concerns, especially for pedestrians and children.
3. Safety Concerns: Gas stations can be targets for crime, including theft and vandalism. The increased presence of such facilities could lead to higher crime rates in our neighborhood. IT WOULD BE LOCATED DIRECTLY ACROSS SCHOOL. Touching on the school, our children do not even have a crosswalk to get to the school.
4. Health Risks: Prolonged exposure to gasoline fumes and other pollutants emitted by gas stations can have detrimental effects on public health. Residents, especially those with respiratory conditions, may be at increased risk. I have 2 young children this could potentially affect.
5. Aesthetic Impact: Gas stations often come with large signage and bright lighting, which could detract from the visual appeal of our neighborhood. This could negatively affect property values and the overall character of the area.
6. Noise Pollution: The constant activity associated with a gas station, including deliveries, fuel dispensing, and vehicle idling, can contribute to increased noise pollution. This can disrupt the peace and quiet that we value as residents.
7. Property Values: The proximity of a gas station could lower property values in the neighborhood. Prospective buyers may be deterred by the potential environmental and aesthetic impacts.
8. Alternative Fuel Options: With the growing shift towards electric vehicles and alternative fuels, the need for additional gas stations is decreasing. Investing in more sustainable infrastructure might better serve our community's future needs.
9. Community Character: Our neighborhood prides itself on its unique character and sense of community. The addition of a gas station may undermine these qualities and transform the area into a more commercialized zone.
10. Local Business Impact: A new gas station could potentially affect nearby businesses, particularly those that rely on foot traffic or have specific customer bases that may be disrupted by the increased presence of a fuel station.

Please consider these concerns regarding the proposed gas station. Please deny the proposal. Please take my 2 children, my spouse, the other families who live in the Willow Grove subdivision, the elementary school and our community into consideration. Our community's well-being, residents, families, safety, and character should be priority. Thank you for your time and attention to this matter. I look forward to your response.

Respectfully,
Symone Owens, SMSgt, US Air Force (Retired) Sent from my iPad

Samuel Haas

From: tommyb991
Sent: Thursday, August 1, 2024 4:20 PM
To: planning@schertz.com
Subject: Zoning

I do not favor current suggestions for a gas station in front of Willow Grove estates

Tommy K Bush Sr
10412 Aurora Sky Schertz Texas 78154

Samuel Haas

From: Brian James
Sent: Wednesday, August 7, 2024 1:45 PM
To: Emily Delgado; Samuel Haas
Cc: Lesa C. Wood
Subject: Fw: Property #1396038 Opposition

City of Schertz
1400 Schertz Parkway
Schertz, Tx 78154
Office: (210) 619-1023
Cell: (210) 643-6765
Schertz.com

SCHERTZ
COMMUNITY★SERVICE★OPPORTUNITY

Follow us on Facebook | Instagram | YouTube

From: Tammy Glascoe
Sent: Wednesday, August 7, 2024 1:34 PM

Subject: Property #1396038 Opposition

Good afternoon,

In reference to the proposed gas station at property #1396038, I am writing to let you know of my opposition to the placement of a gas station at this location.

Thank you for your time and consideration!

Respectfully,
Tammy Glascoe
Willow Grove Estates Resident

Samuel Haas

From: Teresa Smith
Sent: Tuesday, July 30, 2024 11:07 AM
To: planning@schertz.com
Subject: PLSPU20240142 - OPPOSED!

Dear Schertz Planning and Zoning Commission,

I am writing to inform you that I am opposed to the construction of gas pumps that would be within 200 ft of my residence at 11708 Cypress Barn. I urge our city planners to adhere to Federal guidelines recommending at least 1,000 ft of separation between schools and gasoline dispensers.

Sincerely,

Teresa Smith
terecsla.smith@gmail.com

Samuel Haas

From: Lesa C. Wood
Sent: Wednesday, August 7, 2024 9:36 AM
To: planning@schertz.com
Subject: Fw: proposed gas station at property #1396038

Follow Up Flag: Follow up
Flag Status: Flagged

See below.

Lesa Wood
Director of Planning and Community Development
City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154

Office: 210-619-1785
Mobile: 210-488-4202
Fax: 210-619-1789

Schertz.com

From: Tiffany Thomas
Sent: Wednesday, August 7, 2024 7:20 AM

Subject: proposed gas station at property #1396038

Good morning,

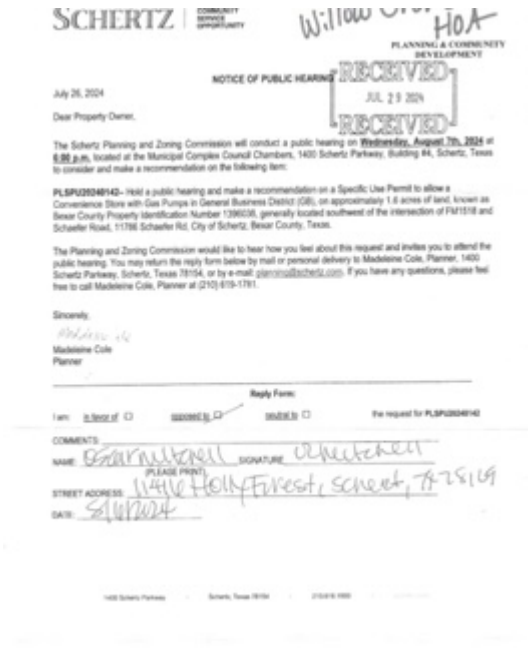
In reference to the proposed gas station at property #1396038, I am writing to let you know of my opposition to the placement of a gas station at this location.

Thank you for your time,
Tiffany Thomas

Samuel Haas

From: Veronica Dillard
Sent: Tuesday, August 13, 2024 10:25 AM
To: planning@schertz.com
Subject: Willow Grove HOA

Follow Up Flag: Follow up
Flag Status: Flagged



SCHERTZ

Willow Grove HOA

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

RECEIVED
JUL 29 2024
RECEIVED

July 26, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, August 7th, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLSPU2024014Z- Hold a public hearing and make a recommendation on a Specific Use Permit to allow a Convenience Store with Gas Pumps in General Business District (GB), on approximately 1.6 acres of land, known as Bexar County Property Identification Number 1396036, generally located southwest of the intersection of FM1518 and Schaefer Road, 11786 Schaefer Rd, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Madeleine Cole, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Madeleine Cole, Planner at (210) 619-1781.

Sincerely,

Madeleine Cole
Planner

Reply Form:

I am: in favor of ☐ opposed to ☐ neutral to ☐ the request for **PLSPU2024014Z**

COMMENTS:

NAME: [illegible] (PLEASE PRINT) SIGNATURE [illegible]

STREET ADDRESS: 11416 Holly Forest, Schertz, TX 78154

DATE: 8/4/2024

Sent from my iPhone

(13) 11 – NO

Visited	Property Address	Owner Name	Signature	Date
	KLONDIKE COVE TX 78154			
	11622 KLONDIKE CV SCHERTZ, TX 78154	ALCALA ABRAHAM S & MEAGAN		
	Tues 0830 go back.			
	11626 KLONDIKE COVE Schertz, TX 78154 (2)	POE CORY BRENN & SANDRA GAIL	X Sandra D Poe	8/5 8/5/24
	11630 KLONDIKE COVE Schertz, TX 78154 (1)	SIMIEN DANIEL DWAYNE & DIANNA FARIAS		8/5/24
	11634 KLONDIKE COVE Schertz, TX 78154	SHELVIN LEROY JR & LITISHA D		
	LV			
	11638 KLONDIKE COVE Schertz, TX 78154 (1)	YOUNG FELICIA M		8/4/24
	COTTON SPINDLE SCHERTZ, TX 78154			
	10402 COTTON SPINDLE SCHERTZ, TX 78154 (1)	EDGERTON HEATH A		8-4-24
	10406 COTTON SPINDLE SCHERTZ, TX 78154 (1)	ALLARD DERRICK SR & ALLARD CHERYL A		4 Aug
	10407 COTTON SPINDLE SCHERTZ, TX 78154 (1)	CANTU FRANCISCO & GRACIELA		8-4-24
	10410 COTTON SPINDLE SCHERTZ, TX 78154	KING ARVELLA R REVOCABLE TRUST		
	LV			
	10411 COTTON SPINDLE SCHERTZ, TX 78154 (1)	WILLIAMS CLIFTON E & TRINITY M		8-4-24
	10414 COTTON SPINDLE SCHERTZ, TX 78154 (1)	CASIAS JOHNNY RAY JR & STEFANIE L		8-5-24
	10415 COTTON SPINDLE SCHERTZ, TX 78154 (1)	BRADFORD MICHAEL M & YOLANDA M		8-4-24
	10418 COTTON SPINDLE SCHERTZ, TX 78154 (1)	THORPE EDWIN BERNARD & AUTUMN FAWN		8-4-24

* Signature Indicates opposed to gas station ✓ Pg 1/7

(15)

No- (12) / (1) - ambivalent

	10419 COTTON SPINDLE SCHERTZ, TX 78154	MASTRIN DEVON GRAY & HEATHER LYNN		
	11 ✓	Out of town		
✓	10422 COTTON SPINDLE SCHERTZ, TX 78154	ALLSHOUSE MICHAEL J		8/6/24
	1			
✓	10423 COTTON SPINDLE SCHERTZ, TX 78154 (4)	BRAND LORETTA M & CHRISTOPHER J		8/4/24
		Brand Kristen & Johnson Bria		8/4/24
	BOWIES KNL			
✓	10401 BOWIES KNL SCHERTZ, TX 78154 (3)	JOHNSON KEVIN M & CYRELLE Jacqueline Dalton		8/4/24
	10404 BOWIES KNL SCHERTZ, TX 78154	RODRIGUEZ SAMUEL JR & GUZMAN JACLYN		
	11 ✓			
	10405 BOWIES KNL SCHERTZ, TX 78154	SHIRLEY MYRON C		
	✓			
✓	10408 BOWIES KNL SCHERTZ, TX 78154 (2)	WHITFIELD NATHAN III & TRUDY DENISE		8/4/24
				8/4/24
✓	10409 BOWIES KNL SCHERTZ, TX 78154	CROWTHER LEVILLE & KIMONA LYNN	Doesn't care one way or other	
	1			
	10412 BOWIES KNL SCHERTZ, TX 78154	WILSON TRACEY M		
	15 mins / Unsure / Meeting ✓			
	10413 BOWIES KNL SCHERTZ, TX 78154 ✓	URRABAZO ERIK S		
	(go back) 1			
✓	10416 BOWIES KNL SCHERTZ, TX 78154 (3)	GLASCOE TAMMY DIANE & MUTWA IGWE		8/4/24
		Glascoe, Kendall A		8/4/24
✓	10417 BOWIES KNL SCHERTZ, TX 78154 (1)	FORBES III WILLIAM ROOSEVELT & NIDA		8/4/24
✓	10421 BOWIES KNL SCHERTZ, TX 78154 (1)	TARRILLION CHRISTOPHER & HEIDI LYNN	x Heidi Tarrillion	8/4/24
	*(text for hubby)			
	10425 BOWIES KNL SCHERTZ, TX 78154 (2)	CHAREST WILLIAM J & ERLINDA A		8/4/24
	1			
	10420 BOWIES KNL SCHERTZ TX 78154	JOHN & KRISTINA PARKER		8/5/24

* signature indicates opposed to gas station ✓

Visited	Property Address	Owner Name	Signature	Date
	AURORA SKY			
✓	10325 AURORA SKY SCHERTZ, TX 78154	SMALLS CLARETHA MARIE	Claretha Smalls	8/6/24
	10329 AURORA SKY SCHERTZ, TX 78154 (2)	SANTOS DANIEL & JUANITA ANN	Daniel Santos	8/5/24
			Juanita A Santos	8/5/24
✓	10400 AURORA SKY SCHERTZ, TX 78154 (2)	DENNY EARL DEANDRE & PATRESE	P M Denny	8/3/24
			Earl D. Denny	8/3/24
	10401 AURORA SKY SCHERTZ, TX 78154 (1)	SANCHEZ JOSE E		8/3/24
	10404 AURORA SKY SCHERTZ, TX 78154 (3)	WILSON TIFFANY & MAGGIE OSHA	Tiffany Wilson	8/4/24
		Kurstan McCoy	Maggie Wilson	8/4/24
	10405 AURORA SKY SCHERTZ, TX 78154 (Sunday) ✓✓	MSONDA HAPU TRAVOR		
	10408 AURORA SKY SCHERTZ, TX 78154 ✓✓	ARCHER LEON L JR		
✓	10409 AURORA SKY SCHERTZ, TX 78154 ✓	OWENS ALAN B & STEPHANIE		
	10412 AURORA SKY SCHERTZ, TX 78154 (1)	BUSH TOMMY & ANNIE MAE-LAVERNE	Tommy K. Bush Sr. (tommybush@gmail	8/3/24

* signature indicates opposed to gas station ✓

(12) 10-INV

✓	10413 AURORA SKY SCHERTZ, TX 78154 ✓ (1)	GENTRY SCOTT MATTHEW & CARLY		08/04/24
✓	10416 AURORA SKY SCHERTZ, TX 78154 (2)	LEWIS CHESTER JR & CAROLYN A		8/3/24
		Patricia L Bratcher	Patricia L Bratcher	8/3/24
✓	10417 AURORA SKY SCHERTZ, TX 78154 ✓ (2)	~~LEE LAUREN E & KURT MICHAEL~~ Zak Michalic & Danielle Viscariello		8/4/24
	~~6~~	Danielle Viscariello	Danielle VA	8/4/24
	PECAN BRANCH SCHERTZ, TX 78154			
✓	10404 PECAN BR SCHERTZ, TX 78154	~~SCOTT TREVOr & TIJERINA CASSA~~		
	(✓ go back 6pm Tues)	RODERICK & ANNTORRETT GOLLINS		5 Aug 6 Aug
	10405 PECAN BR SCHERTZ, TX 78154	URBINA LUIS A & AMY L		
	(out of town)	Out of town		
	10408 PECAN BR SCHERTZ, TX 78154 (2)	CAMPBELL LANCE & AYIN SAYURI		3 Aug 24
	✓		Ayin Campbell	3 Aug 24
	10409 PECAN BR SCHERTZ, TX 78154 (2)	LUCAS PATRICIA M		3 Aug 24
		Lucas Kyle	Kyle Lucas	8/3/24
	10412 PECAN BR SCHERTZ, TX 78154 (2)	O'BOURKE CONRAD & RIEKO YARNADA		
	~~8~~	Rose		8/3/24
	10413 PECAN BR SCHERTZ, TX 78154	REYNA MARIO & DIANA DELGADILLO	Mario A. Reyna	8/4/24
			Diana D. Reyna	8/7/24
	10501 PECAN BR SCHERTZ, TX 78154	OWENS SYMONE S & DEMETRIUS	~~See attached message~~	~~8/7/24~~
		out of town		
	10504 PECAN BR SCHERTZ, TX 78154 (1)	TOMNBAY HADY NEJDAT & SAEDA A	Saeda H T	8/3/24
	10505 PECAN BR SCHERTZ, TX 78154 (1)	FLEMING JAMES THOMAS		8/5/24
	10508 PECAN BR SCHERTZ, TX 78154	HAINEBACH BLAINE C (rental)		
	11			
	10512 PECAN BR SCHERTZ, TX 78154 (2)	ALLEN WALTER & BERTA CECILIA	Berta Allen / Walter Allen	8/4/24
	10516 PECAN BR SCHERTZ, TX 78154 (2)	TIENDA JUAN CARLOS		4 Aug
		TIENDA TIFFANY		4 Aug 24
	CYPRESS BARN			

~~6~~ signature indicates moved to one station ✓ PA 8/7

(12)

11 [illegible]-INC

	11613 CYPRESS BARN SCHERTZ, TX 78154 ✓	AZAB STEPHAN & KARAM FARAG		
✓	11617 CYPRESS BARN SCHERTZ, TX 78154	~~HAHM HENRY S & HAHM JEAN H~~		8/4/24
	11621 CYPRESS BARN SCHERTZ, TX 78154 (1)	MOORE JOHN & SHAMEKA BENET		8/4/24
	11624 CYPRESS BARN SCHERTZ, TX 78154 (1)	SOARES NICHOLAS & SAMANTHA		8/4/24
	11625 CYPRESS BARN SCHERTZ, TX 78154 ✓	BUCKINGHAM JONATHAN		
	11628 CYPRESS BARN SCHERTZ, TX 78154 (2)	HARVEY RODRICUS O & MALIKAH P		8/4/2024
✓	11629 CYPRESS BARN SCHERTZ, TX 78154	SCHNEIDER WILLIAM SHAWN		8/6/24
	11632 CYPRESS BARN SCHERTZ, TX 78154 (2)	BROOKS CAROL & WILLIAM ALFRED		8/4/2024
	11633 CYPRESS BARN SCHERTZ, TX 78154 (1)	~~ABRAHAM AMANDA M &~~	JOANNA LINDSAY	08/04/2024
	11637 CYPRESS BARN SCHERTZ, TX 78154 ✓	TURNER LAWRENCE & LORRAINE		
	11640 CYPRESS BARN SCHERTZ, TX 78154 (1)	PENLAND PATRICK A & TAWNYA M		4 Aug. 24
	11641 CYPRESS BARN SCHERTZ, TX 78154 (1)	DOZIER JUAN H		4 Aug 24

☆ Signature indicates opposed to gas station ✓

(12) NO - 10 yes - 1

	11644 CYPRESS BARN SCHERTZ, TX 78154 (2)	Danny & Rebecca Dacey FUENTES KARLA & RODOLFO IVAN	Rebecca Dacey	8/4/24
	11645 CYPRESS BARN SCHERTZ, TX 78154 (1)	STARKS BRYON & KIMBERLY RENEE	Kimberly S	8/4/24
	11648 CYPRESS BARN SCHERTZ, TX 78154 (2)	SCHMEDTHORST ADRIENNE & RANDALL	Adrienne Schmedthorst Randall Schmedthorst.	8/5/24 8/5/24
	11649 CYPRESS BARN SCHERTZ, TX 78154	SANCHEZ LUIS G & JUANITA M	FOR IT	
	11700 CYPRESS BARN SCHERTZ, TX 78154 (1)	WILLITS MEREDITH & PAUL R		8/4/24
	11701 CYPRESS BARN SCHERTZ, TX 78154 ✓	ISAAC TODD J & AMANDA		
	11704 CYPRESS BARN SCHERTZ, TX 78154 (2)	GILL GRANT A & SANDRA NOEMI	Sandra Gill	8/4/24 8/4/24
	11705 CYPRESS BARN SCHERTZ, TX 78154 (1)	DENISE TERESA DENISE T TORRES TRSTE	Denise J. Torres	8/4/24
	11708 CYPRESS BARN SCHERTZ, TX 78154 (2)	SMITH ALESANDRO & TERESA	*	04 Aug 8/4/24
	11709 CYPRESS BARN SCHERTZ, TX 78154 (2)	BROWN CHRISTINA Elijah Lambey		8/4/24 8/4/24
	11713 CYPRESS BARN SCHERTZ, TX 78154 (2)	ACHANKENG KINGLSEY & JINGWA JOCELYN		8/4/24
	CLEAR WL			
✓	11708 CLEAR WL SCHERTZ, TX 78154 (1)	RHODES DWAYNE & HOY ERIKA	Dwayne Rhodes	03 Aug

* signature indicates opposed to gas station ✓

(3) 7-NO

✓	11712 CLEAR WL SCHERTZ, TX 78154 (2)	ADAMS SHANNON & LAKEETA N		03 Aug
✓		Adams Jayvenn		03 Aug
	11716 CLEAR WL SCHERTZ, TX 78154 (1)	YUN CHELSEA A & JOHN C		03 Aug 24
	✓	John C. Yun		
	11720 CLEAR WL SCHERTZ, TX 78154 (1)	ERSKINE JOSEPH & THELMA L		4 Aug
	✓	Daniel: Felicia Hickey		4 Aug
	BROOK ORCHARD SCHERTZ, TX 78154	WILLOW GROVE HOMEOWNERS ASSOC INC		
	FM 1518 SCHERTZ, TX 78154	WILLOW GROVE HOMEOWNERS ASSOC INC		
	PECAN BRANCH SCHERTZ, TX 78154	WILLOW GROVE HOMEOWNERS ASSOC INC		
	PECAN BRANCH SCHERTZ, TX 78154	WILLOW GROVE HOMEOWNERS ASSOC INC		
	10216 Aurora Sky	Stephenie Lawrence	Stephenie Lawrence	6 Aug 24

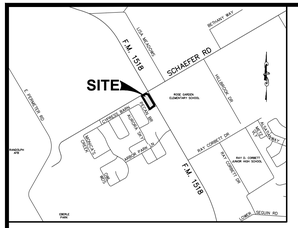
☆ signature indicates opposed to gas station

✓ Da 7/1

CIVIL CONSTRUCTION DOCUMENTS FOR

SCHAEFFER RD STRIP CENTER

SCHERTZ, TEXAS



LOCATION MAP
NOT TO SCALE

OWNER/DEVELOPER : TEG SCHERTZ VENTURE, LLC
7801 N LAMAR, STE. B168
AUSTIN, TX 78752
OFFICE: [NUMBER]
ATTN: AMIN HEMANI

CIVIL ENGINEER : KLOVE ENGINEERING, LLC
22610 US HIGHWAY 281 N., STE 204
SAN ANTONIO, TEXAS 78258
OFFICE: (210) 485-5683
WWW.KLOVEENGINEERING.COM
ATTN.: EDDY McNEW, P.E.
emcnew@kloveengineering.com

ARCHITECT : [ARCHITECT NAME]
[ADDRESS]
[CITY, STATE ZIP CODE]
OFFICE: [NUMBER]
FAX: [NUMBER] (IF APPLICABLE)
ATTN: [CONTACT]

PROJECT ADDRESS : SCHAEFER RD
SCHERTZ, TX 78154

SUBMITTAL DATE : DECEMBER 6, 2021

SHEET INDEX

COVER SHEET	C0.0
EXISTING CONDITIONS AND DEMOLITION PLAN	C1.0
STORM WATER POLLUTION PREVENTION PLAN	C2.0
CIVIL SITE AND DIMENSIONAL CONTROL PLAN	C3.0
SITE PAVING PLAN	C3.1
UTILITY PLAN	C4.0
GRADING PLAN	C5.0
FIRE PROTECTION PLAN	C6.0
SITE DETAILS	C7.0

GEOTECHNICAL REPORT

GEOTECHNICAL REPORT WAS PROVIDED BY **[GEOTECH COMPANY]**. KLOVE ENGINEERING, LLC. SHALL NOT BE RESPONSIBLE FOR IT'S CONTENT AND/OR ACCURACY. THESE PLANS REFERENCE THE GEOTECHNICAL REPORT FOR PAVING INFORMATION UTILIZED. KLOVE ENGINEERING, LLC PLANS ARE TO SPECIFY FINISHED GRADES ONLY AND NOT THE MATERIAL UNDERNEATH. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE HE HAS THE LATEST GEOTECHNICAL REPORT AND/OR ANY ADDENDUMS BECAUSE IT IS TYPICAL FOR THESE TYPES OF RECOMMENDATIONS TO BE CHANGED OR REVISED. THESE PLANS DO NOT SPECIFY OR REFERENCE ANY BUILDING PAD DIMENSIONS, THICKNESS OR MATERIAL SPECS. THIS INFORMATION HAS TO BE OBTAINED FROM THE GEOTECHNICAL ENGINEER. FOR QUESTIONS REGARDING THE GEOTECHNICAL REPORT, CONTACT **[NAME]** AT **[PHONE NUMBER]**.

SURVEYOR NOTE

SURVEY WAS PROVIDED BY [SURVEY COMPANY]. KLOVE ENGINEERING, LLC. SHALL NOT BE RESPONSIBLE FOR IT'S CONTENT AND/OR ACCURACY. FOR QUESTIONS REGARDING THE SURVEY, CONTACT [SURVEYOR], [R.P.L.S.#NUMBER] AT [PHONE NUMBER].

LEGAL DESCRIPTION

[ENTER LEGAL FROM SURVEY]

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 ACCROSS THE STREET FROM NW PROPERTY LINE.
ELEV. = 717.49'
N=13,742,479.24; E=2,206,149.68

REVISIONS:

GENERAL NOTES:

1. THE CONTRACTOR SHALL ENSURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
2. ALL CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY OR EASEMENT SHALL CONFORM TO THE STANDARD SPECIFICATIONS AND DRAWINGS OF THE CITY, COUNTY, TXDOT OR PUBLIC UTILITY COMPANY (IF APPLICABLE).
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR IS REQUIRED TO CALL IN FOR ALL UTILITY LOCATIONS.
4. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (OSHA).
5. NECESSARY BARRICADES, SUFFICIENT LIGHTS, SIGNS, AND OTHER TRAFFIC CONTROL DEVICES AS MAY BE NECESSARY FOR THE PROTECTION AND SAFETY OF THE PUBLIC, SHALL BE PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND MAINTAINED AT ALL TIMES (24 HRS. PER DAY IF REQUIRED) DURING THE CONSTRUCTION PROCESS. ANY TRAFFIC CONTROL OR PHASING REQUIRED TO PROPERLY CONSTRUCT THE PROJECT IS REQUIRED TO BE IN THE CONTRACTOR'S BID. NO ADDITIONAL PAYMENT/CHANGE ORDERS WILL BE APPROVED AFTER THE CONTRACT HAS BEEN AWARDED.
6. THE INFORMATION CONTAINED WITHIN THESE DRAWINGS SPECIFICALLY RELATED TO EXISTING UTILITIES, TOPOGRAPHY, CONTOURS, HYDROGRAPHY OR SUBSURFACE CONDITIONS IS FURNISHED SOLELY AS THE BEST INFORMATION AVAILABLE AT THE TIME THESE DRAWINGS WERE PRODUCED. ITS ACCURACY IS NOT GUARANTEED AND IT'S USE IN NO WAY RELIEVES THE CONTRACTOR OF ANY RESPONSIBILITY FOR DAMAGES DUE TO ANY INACCURACIES.
7. THE LOCATION AND ELEVATION OF ALL IMPROVEMENTS TO BE CONSTRUCTED, SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION. THE CONTRACTOR IS TO MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL THE NECESSARY ARRANGEMENTS WITH THE RESPECTIVE UTILITY COMPANIES. GRAVITY LINE CONSTRUCTION IS REQUIRED TO BE VERIFIED AT CONNECTION POINT THEN CONSTRUCTED UPSTREAM.
8. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING FACILITIES FROM DAMAGE AND COST OF REPAIR TO EXISTING FACILITIES AND IMPROVEMENTS AS A RESULT OF CONTRACTOR'S WORK. THE CONTRACTOR SHALL NOTIFY ALL UTILITY OFFICES PRIOR TO STARTING WORK AND SHALL COORDINATE THEIR WORK WITH THE UTILITY OFFICES.
9. DURING CONSTRUCTION, THE OWNER WILL CONTRACT WITH A GEOTECHNICAL LAB TO PROVIDE MATERIALS TESTING DURING THE CONSTRUCTION. TESTING FREQUENCIES AND TYPES SHOULD BE SPECIFIED WITHIN THE GEOTECH REPORT AND STRICTLY ADHERED TO. IF THIS INFORMATION IS NOT INCLUDED IN THE GEOTECH REPORT, AN REQUEST FOR INFORMATION IS REQUIRED TO BE SENT TO THE GEOTECHNICAL ENGINEER OF RECORD. ANY RE-TESTS REQUIRED DUE TO CONTRACTOR PERFORMANCE SHALL BE PAID FOR BY THE CONTRACTOR.
10. THE CONTRACTOR SHALL KEEP AND LEAVE THE AREA NEAT AND CLEAN DURING CONSTRUCTION. DEBRIS SHALL NOT BE BURIED OR DUMPED ANYWHERE WITHIN THE LIMITS OF THE PROJECT. ALL DEBRIS, CONSTRUCTION MATERIALS, CONTRACTOR'S BUILDINGS OR EQUIPMENT, LOGS, STUMPS, BOULDERS, OR ANY OTHER EXTRANEOUS MATERIAL DEPOSITED DURING CONSTRUCTION SHALL BE DISPOSED OFFSITE PROMPTLY IN COMPLIANCE WITH APPLICABLE REGULATIONS.
11. ANY EXISTING PAVEMENT, CURBS AND/OR SIDEWALKS DAMAGED OR REMOVED WILL BE REPAIRED BY THE CONTRACTOR AT THEIR EXPENSE.
12. ALL UNDERGROUND FACILITIES SHALL BE CONSTRUCTED, CONNECTED AND TESTED PRIOR TO THE CONSTRUCTION OF SURFACE IMPROVEMENTS, SUCH AS SIDEWALKS, CURBS, GUTTERS AND PAVING.
13. ALL SURVEY MONUMENTS DISTURBED DURING CONSTRUCTION SHALL BE REPLACED BY A LICENSED SURVEYOR AND PAID FOR BY THE CONTRACTOR.
14. THE CONTRACTOR SHALL KEEP THE APPROVED SET OF PLANS ON SITE AT ALL TIMES. THE CONTRACTOR SHALL REDLINE THE ACTUAL LOCATIONS AND DIMENSIONS (VERTICAL AND HORIZONTAL) OF UTILITIES, STRUCTURES, SERVICES, AND OTHER DETAILS DEFERRING FROM OR NOT SHOWN ON THE ORIGINAL DRAWINGS. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL SUBMIT AS-BUILT DRAWINGS TO THE OWNER.
15. THE CONTRACTOR SHALL RESTORE AND REVEGETATE ALL DISTURBED AREAS NOT COVERED BY THE SITE CIVIL AND/OR LANDSCAPE PLANS. NO SEPARATE PAY APPLICATIONS WILL BE APPROVED OR PAID BY THE OWNER.
16. CONTRACTOR SHALL MAKE REQUIRED SUBMITTALS AT LEAST 14 DAYS PRIOR TO USE.
17. LANDSCAPE, IRRIGATION AND/OR TREE PRESERVATION PLANS TAKE PRECEDENCE OVER THE DEMOLITION PLAN CONTAINED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THE CITY APPROVED TREE PRESERVATION PLANS ARE UTILIZED FOR ANY TREE REMOVAL. IF A CONFLICT EXISTS, CALL KLOVE ENGINEERING, LLC FOR CLARIFICATION.

STORM WATER POLLUTION PREVENTION NOTES

1. PRIOR TO CONSTRUCTION, MAKE CERTAIN THE NOTICE OF INTENT (NOI) OR CONSTRUCTION SITE NOTICE (CSN) HAS BEEN FILED AND POSTED ONSITE FOR PUBLIC VIEWING AND THE TPDES REPORT AND SWPPP ARE AVAILABLE AT THE TRAILER.
2. INSTALL STORM WATER POLLUTION PREVENTION CONTROLS PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, EXCAVATION).
3. THE PLACEMENT OF STORM WATER POLLUTION PREVENTION CONTROLS SHALL BE IN ACCORDANCE WITH THE APPROVED STORM WATER POLLUTION PREVENTION CONTROL PLAN.
4. A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD ON-SITE WITH THE CONTRACTOR AND ENGINEER AFTER INSTALLATION OF THE STORM WATER POLLUTION PREVENTION CONTROLS AND PRIOR TO BEGINNING ANY SITE PREPARATION WORK.
5. ANY MAJOR VARIATION IN MATERIALS OR LOCATIONS OF CONTROLS OR FENCES FROM THOSE SHOWN ON THE APPROVED PLANS WILL REQUIRE A REVISION AND MUST BE APPROVED BY THE ENGINEER AS APPROPRIATE. MINOR CHANGES TO BE MADE AS FIELD REVISIONS TO THE STORM WATER POLLUTION PREVENTION CONTROL PLAN MAY BE REQUIRED BY THE ENGINEER DURING THE COURSE OF CONSTRUCTION TO CORRECT CONTROL INADEQUACIES.
6. THE CONTRACTOR IS REQUIRED TO INSPECT THE CONTROLS AND FENCES AT INTERVALS OF AT LEAST ONCE EVERY TWO (2) WEEKS AND IMMEDIATELY AFTER SIGNIFICANT RAINFALL EVENTS TO INSURE THAT THEY ARE FUNCTIONING PROPERLY. THE PERSON(S) RESPONSIBLE FOR MAINTENANCE OF CONTROLS AND FENCES SHALL IMMEDIATELY MAKE ANY NECESSARY REPAIRS TO DAMAGED AREAS. SILT ACCUMULATION AT CONTROLS MUST BE REMOVED WHEN THE DEPTH REACHES SIX (6) INCHES.
7. PRIOR TO FINAL ACCEPTANCE BY THE CITY, HAUL ROADS AND WATERWAY CROSSINGS CONSTRUCTED FOR TEMPORARY CONTRACTOR ACCESS MUST BE REMOVED, ACCUMULATED SEDIMENT REMOVED FROM THE WATERWAY AND THE AREA RESTORED TO THE ORIGINAL GRADE AND REVEGETATED. ALL LAND CLEARING DEBRIS SHALL BE DISPOSED OF PROPERLY.
8. WHERE SILT FENCE CANNOT BE PROPERLY INSTALLED USE TRIANGULAR FILTRATION DIKE OR HAY BALES.
9. SOIL DISTURBANCES SHALL BE MINIMIZED BY EXPOSING ONLY THE SMALLEST PRACTICAL AREA OF LAND REQUIRED FOR THE CLEARING AND GRADING ACTIVITY AND FOR THE CONSTRUCTION ACTIVITY, FOR THE SHORTEST PRACTICAL PERIOD OF TIME.
10. STABILIZATION MEASURES WILL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, AND EXCEPT AS PROVIDED BELOW, WILL BE INITIATED NO MORE THAN FOURTEEN (14) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
11. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN TWENTY-ONE (21) DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF SITE.
12. TRAFFIC LEAVING THE CONSTRUCTION SITE WILL EXIT THROUGH A STABILIZED CONSTRUCTION EXIT AS LOCATED ON THE PLANS. WHEN SOILS HAVE COLLECTED ON THE STABILIZED VEHICULAR EXIT TO AN EXTENT WHICH REDUCES ITS INTENDED EFFECTIVENESS, THE SURFACE WILL BE CLEANED AND REESTABLISHED FOR THE INTENDED PURPOSE.
13. MUD/DIRT INADVERTENTLY TRACKED OFF-SITE AND ONTO PUBLIC STREETS SHALL BE REMOVED IMMEDIATELY.
14. PERMANENT EROSION CONTROL:
ALL DISTURBED AREAS SHALL BE RESTORED AS NOTED BELOW.
   (A) A MINIMUM OF FOUR INCHES OF TOPSOIL SHALL BE PLACED IN ALL DRAINAGE CHANNELS (EXCEPT ROCK) AND BETWEEN THE CURB AND RIGHT-OF-WAY LINE.
   (B) THE SEEDING FOR PERMANENT EROSION CONTROL SHALL BE APPLIED OVER AREAS DISTURBED BY CONSTRUCTION AS FOLLOWS UNLESS SPECIFIED OTHERWISE BY THE PROJECT'S LANDSCAPE PLAN:

   BROADCAST SEEDING:

   I. FROM SEPTEMBER 15 TO MARCH 1, SEEDING SHALL BE WITH A COMBINATION OF 2 POUNDS PER 1000 SF OF UNHULLED BERMUDA AND 7 POUNDS PER 1000 SF OF WINTER RYE WITH A PURITY OF 95% WITH 90% GERMINATION.

   II. FROM MARCH 2 TO SEPTEMBER 14, SEEDING SHALL BE WITH HULLED BERMUDA AT A RATE OF 2 POUNDS PER 1000 SF WITH A PURITY OF 95% WITH 85% GERMINATION.

   (C) FERTILIZER SHALL BE A PELLETED OR GRANULAR SLOW RELEASE WITH AN ANALYSIS OF 15- 15-15 TO BE APPLIED ONCE AT PLANTING AND ONCE DURING THE PERIOD OF ESTABLISHMENT AT A RATE OF 1 POUND PER 1000 SF.

   (D) MULCH TYPE USED SHALL BE HAY, STRAW OR MULCH APPLIED AT A RATE OF 45 POUNDS PER 1000 SF.

   HYDRAULIC SEEDING:

   I. FROM SEPTEMBER 15 TO MARCH 1, SEEDING SHALL BE WITH A COMBINATION OF 1 POUND PER 1000 SF OF UNHULLED BERMUDA AND 7 POUNDS PER 1000 SF OF WINTER RYE WITH A PURITY OF 95% WITH 90% GERMINATION.

   II. FROM MARCH 2 TO SEPTEMBER 14, SEEDING SHALL BE WITH HULLED BERMUDA AT A RATE OF 1 POUND PER 1000 SF WITH A PURITY OF 95% WITH 85% GERMINATION.

   (E) FERTILIZER SHALL BE A WATER SOLUBLE FERTILIZER WITH AN ANALYSIS OF 15-15-15 AT A RATE OF 1.5 POUNDS PER 1000 SF.

   (F) MULCH TYPE USED SHALL BE HAY, STRAW OR MULCH APPLIED AT A RATE OF 45 POUNDS PER 1000 SF, WITH SOIL TACKIFIER AT A RATE OF 1.4 POUNDS PER 1000 SF.

   (G) THE PLANTED AREA SHALL BE IRRIGATED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL, BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF SIX INCHES. THE IRRIGATION SHALL OCCUR AT TEN-DAY INTERVALS DURING THE FIRST TWO MONTHS RAINFALL OCCURRENCES OF 1/2 INCH OR MORE SHALL POSTPONE THE WATERING SCHEDULE FOR ONE WEEK. (COORDINATE WITH IRRIGATION PLAN).

   (H) RESTORATION SHALL BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST 1 1/2 INCHES HIGH WITH 95% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 16 SQUARE FEET EXIST.

   (I) SEEDING SHALL APPLY TO ALL AREAS WITHIN DISTURBED PROJECT AREA NOT COVERED BY PAVEMENT, BUILDING PAD OR PROJECT LANDSCAPING PLANS INCLUDING RIGHT-OF-WAYS AND OFFSITE EASEMENTS.

   (J) AT LEAST TWO SEEDINGS SHOULD OCCUR DURING PROJECT. THEY SHOULD OCCUR WITHIN 14 DAYS AFTER THE TPDES REPORT AND SWPPP ARE AVAILABLE AT THE TRAILER.
15. THE EPA GENERAL PERMIT REQUIRES THAT A TEMPORARY OR PERMANENT SEDIMENT BASIN BE INSTALLED IN ANY DRAINAGE LOCATION WHERE MORE THAN 10 ACRES IN THE UPSTREAM DRAINAGE ARE DISTURBED AT ONE TIME. THE SEDIMENT BASIN MUST PROVIDE AT LEAST 3,600 CUBIC FEET OF STORAGE FOR EVERY ACRE OF LAND, WHICH IT DRAINS.
16. CONTRACTOR'S FILING OF NOTICE OF TERMINATION (NOT) SHALL OCCUR UPON PROJECT OWNER'S ACCEPTANCE OF REVEGETATION.
17. KLOVE ENGINEERING, LLC. (THE "CONSULTANT") CONFIRMS TO THE PROJECTS OWNER THAT CONSULTANT HAS PREPARED THESE PLANS IN ACCORDANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES).

STORM WATER POLLUTION PREVENTION PLAN / TPDES

FURNISH AND INSTALL TEMPORARY AND PERMANENT STORM WATER POLLUTION PREVENTION MEASURES SHOWN IN THE PLANS. CONSTRUCT IMPROVEMENTS IN COMPLIANCE WITH THE INTENT OF SUCH POLLUTION CONTROL MEASURES, TPDES PERMITS, OR OTHER LOCAL WATERWAY DEVELOPMENT PERMITS.

EXECUTION:

1. CONTRACTOR IS RESPONSIBLE FOR ALL POLLUTION PREVENTION MEASURES SHOWN IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
2. SUBMIT A STORM WATER TPDES GENERAL PERMIT NOTICE OF INTENT (NOI) AT LEAST TWO DAYS PRIOR TO START OF CONSTRUCTION TO THE APPROPRIATE AGENCY SHOWN
3. POST SIGNED AND COMPLETED NOI POSTING NOTICE OR CONSTRUCTION SITE NOTICE (CSN) AT CONSTRUCTION ENTRANCE FOR PUBLIC VIEWING, AND KEEP A COPY OF THE SWPPP AT THE JOB SITE AT ALL TIMES.
4. INSTALL AND MAINTAIN POLLUTION CONTROL MEASURES IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND WITH PROJECT SPECIFICATIONS.
5. INSTALL EROSION CONTROL MEASURES AND CONSTRUCTION ENTRANCES AS SHOWN IN THE SWPPP PRIOR TO BEGINNING CONSTRUCTION. POLLUTION CONTROL MEASURES SHALL BE REPAIRED, REESTABLISHED, ADJUSTED OR REINSTALLED WITH EACH SUBSEQUENT PHASE OF CONSTRUCTION IN ACCORDANCE WITH THE SWPPP.
6. CONTRACTOR IS RESPONSIBLE FOR ANY SEDIMENT THAT ESCAPES THE CONSTRUCTION SITE, AND SHALL REMOVE THE ACCUMULATION OF OFF-SITE SEDIMENT PROMPTLY
7. MAINTAIN SEDIMENT TRAPS OR SEDIMENTATION BASINS.
8. OFF-SITE MATERIAL STORAGE AREAS USED SOLELY BY THE PROJECT ARE CONSIDERED PART OF THE PROJECT.
9. MAINTAIN RECORDS OF PROJECT MILESTONE DATES AND FIELD CHANGES AS REQUIRED BY THE SWPPP.
10. INSPECT POLLUTION CONTROL MEASURES EVERY 14 DAYS AND WITHIN 24 HOURS AFTER A STORM EVENT GREATER THAN 0.5 INCHES OF RAINFALL. AN INSPECTION REPORT SHALL BE RECORDED AS REQUIRED BY THE SWPPP.
11. DEFICIENCIES NOTED DURING THE INSPECTION WILL BE CORRECTED AND DOCUMENTED WITHIN SEVEN CALENDAR DAYS OR BEFORE THE NEXT ANTICIPATED STORM EVENT.

SITE CLEARING

CONDUCT SITE CLEARING OPERATIONS TO THE EXTENT SHOWN ON THE DRAWINGS, INCLUDING BUT NOT LIMITED TO: REMOVAL OF TREES AND OTHER VEGETATION, TOPSOIL STRIPPING, CLEARING AND GRUBBING, AND REMOVAL ALL IMPROVEMENTS ABOVE OR BELOW GRADE. REFER TO THE GEOTECHNICAL REPORT FOR THIS PROJECT FOR ADDITIONAL SITE PREPARATION REQUIREMENTS.

EXECUTION:

1. SITE CLEARING OPERATIONS SHALL NOT DAMAGE OR INTERFERE WITH THE PUBLIC USE OF ROADS, WALKS, ADJACENT LAND OR FACILITIES AND EXISTING IMPROVEMENTS INTENDED TO REMAIN.
2. EXISTING TREES TO REMAIN SHALL BE PROTECTED IN COMPLIANCE WITH - LANDSCAPE PLANS. LANDSCAPE AND ANY TREE PRESERVATION PLAN SHALL TAKE PRECEDENCE OVER THE CIVIL DEMOLITION PLAN. IF DISCREPANCY IS FOUND, CONTRACTOR SHALL CONTACT ENGINEER TO REVISE THE DEMOLITION PLAN.
3. CONTRACTOR SHALL REMOVE TREES, SHRUBS, GRASS AND OTHER VEGETATION, IMPROVEMENTS OR OBSTRUCTIONS INTERFERING WITH THE INSTALLATION OF NEW CONSTRUCTION OR AS SHOWN ON PLANS. CLEARING OPERATIONS SHALL INCLUDE REMOVAL OF STUMPS AND ROOTS.
4. CONTRACTOR SHALL STRIP TOPSOIL IN A MANNER APPROPRIATE TO SEGREGATE FROM UNDERLYING SUBSOIL. TOPSOIL STRIPPING NEAR TREES INTENDED TO REMAIN SHALL BE COMPLETED IN COMPLIANCE LANDSCAPE PLANS.
5. SPOIL SHALL BE STORED ONLY IN AREAS SHOWN ON THE PLANS AND SHALL BE MAINTAINED IN ACCORDANCE WITH APPLICABLE POLLUTION PREVENTION PLANS OR PERMITS.
6. WASTE MATERIAL OR EXCESS TOPSOIL GENERATED AS A RESULT OF CLEARING AND GRADING OPERATIONS SHALL BECOME THE PROPERTY OF THE CONTRACTOR. APPROPRIATE DISPOSAL OF ALL SPOIL MATERIAL SHALL BE AT THE CONTRACTOR'S EXPENSE. BURNING ON THE OWNER'S PROPERTY IS NOT PERMITTED.

DEMOLITION NOTES:

FOLLOWING APPROPRIATE TPDES PROCEDURES, DEMOLISH EXISTING FACILITIES AS SHOWN ON THE PLANS. PROTECTION OF PUBLIC AND PRIVATE PROPERTY AND SAFE DISPOSITION OF SPOIL MATERIAL IS INCLUDED IN THIS ITEM. EXECUTION:

1. CONTRACTOR SHALL SUBMIT FOR APPROVAL TO GOVERNMENTAL AGENCIES AND THE OWNER A DEMOLITION PLAN INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
   A. METHODS, EQUIPMENT AND SEQUENCE OF OPERATION.
   B. CREDENTIALS OF INDIVIDUALS PERFORMING DEMOLITION OPERATIONS, INCLUDING SUBCONTRACTORS.
   C. SAFETY MEASURES TO PROTECT WORKERS, PERSONNEL AND THE PUBLIC.
   D. SAFETY MEASURES TO PROTECT ADJACENT PROPERTIES, LANDSCAPING, IMPROVEMENTS TO REMAIN OR PUBLIC RIGHTS OF WAY.
   E. ASBESTOS OR OTHER HAZARDOUS MATERIAL ABATEMENT PLAN.
   F. STORAGE, REMOVAL AND DISPOSITION OF SPOIL MATERIAL.
   G. EROSION CONTROL MEASURES, INCLUDING TPDES PROCEDURES AND REGULATIONS.
   H. POLLUTION AND AIR QUALITY CONTROL MEASURES (DUST CONTROL, ETC.).
   I. HEALTH DEPARTMENT NOTICE.
   J. UTILITY COORDINATION WITH ALL AFFECTED UTILITIES, INCLUDING LOCATION OF FACILITIES, PROTECTION DURING DEMOLITION, DAMAGE REPAIRS AND DISRUPTION OF SERVICE.
2. THE USE OF EXPLOSIVES WILL NOT BE PERMITTED.
3. THE PROJECT SITE SHALL BE CLEANED DAILY. DEBRIS, RUBBISH AND CONTRACTORS SALVAGED MATERIAL SHALL BE REMOVED PROMPTLY
4. ALL SPOIL MATERIAL REMAINING AFTER OWNER SALVAGE IS COMPLETE AND RESULTING FROM DEMOLITION OPERATIONS BECOMES THE PROPERTY OF THE CONTRACTOR. APPROPRIATE DISPOSAL OF SPOIL MATERIAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT HIS OWN EXPENSE. OWNER WILL PROVIDE LIST OF ITEMS TO BE SALVAGED.

EARTHWORK

PREPARE SUBGRADE BY EXCAVATION OR EMBANKMENT FOR BUILDING SLABS, WALKS AND PAVEMENTS. EXCAVATION AND BACKFILL FOR UNDERGROUND UTILITIES AND DRAINAGE FILL COURSE FOR SUPPORT OF BUILDING SLABS ARE INCLUDED IN THIS ITEM.

EXECUTION:

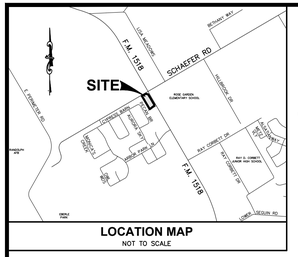
1. ALL EXCAVATION, BACKFILL AND COMPACTION SHALL BE PERFORMED AS SHOWN IN THE PLANS AND GEOTECHNICAL REPORT FOR THE SITE.
2. EXCESS MATERIAL RESULTING FROM EXCAVATION OPERATIONS IS THE PROPERTY OF THE CONTRACTOR. APPROPRIATE DISPOSAL SHALL BE AT THE CONTRACTOR'S EXPENSE.
3. ALL EXCAVATION SHALL BE PERFORMED AS DIRECTED IN THE PLANS AND IN COMPLIANCE WITH OSHA STANDARDS
4. OWNER WILL ENGAGE AT THE OWNER'S COST SOIL TESTING AND INSPECTION SERVICE IN ACCORDANCE WITH MATERIAL TESTING SPECIFICATION TO VERIFY COMPLIANCE WITH THE PLANS & SPECIFICATIONS. REPLACEMENT AND RETESTING OF DEFICIENT WORK SHALL BE DONE BY CONTRACTOR AT NO ADDITIONAL COMPENSATION.
5. DATA ON SUBSURFACE CONDITIONS IS AVAILABLE TO THE CONTRACTOR. THE OWNER MAKES NO WARRANTY AS TO THE CORRECTNESS OF THESE REPORTS. THE CONTRACTOR MAY, AT HIS OWN EXPENSE, PERFORM ADDITIONAL TEST BORINGS.
6. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH ALL AFFECTED UTILITY COMPANIES. THIS SHALL INCLUDE LOCATION OF FACILITIES, PROTECTION DURING CONSTRUCTION, DAMAGE REPAIRS AND DISRUPTION OF SERVICE.
7. THE EXCAVATION IS UNCLASSIFIED, AND CONTRACTOR SHALL PERFORM EXCAVATION TO THE ELEVATIONS INDICATED IN THE PLANS, REGARDLESS OF CHARACTER OF MATERIAL, WITH NO ADDITIONAL COMPENSATION FROM THE OWNER.
8. CONTRACTOR IS RESPONSIBLE FOR PROVIDING BARRICADES REQUIRED TO WARN AND/OR PREVENT ACCESS TO CONSTRUCTION AREA.
9. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ADJACENT FACILITIES FROM DAMAGE.
10. EARTHWORK SHALL BE PERFORMED IN COMPLIANCE WITH LANDSCAPE ARCHITECT'S PLANS FOR LANDSCAPE PROTECTION REVEGETATION, ETC.
11. OVER-EXCAVATION IS NONCOMPENSABLE, AND SHALL BE BACKFILLED AND COMPACTED AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST TO THE OWNER.
12. CONTRACTOR SHALL PROVIDE ALL LABOR AND EQUIPMENT NECESSARY TO PROPERLY DEWATER EXCAVATION AREAS AS REQUIRED.
13. EXCAVATED MATERIAL SHALL BE STOCKPILED WHERE DIRECTED BY THE OWNER. STOCKPILE SHALL BE MAINTAINED IN COMPLIANCE WITH ALL RELEVANT POLLUTION PREVENTION PLANS.
14. EARTHWORK SHALL BE PERFORMED TO THE SPECIFICATIONS SHOWN IN THE GEOTECHNICAL REPORT BY **[GEOTECH ENGINEER]**.
15. TRENCHES SHALL BE BACKFILLED ONLY AFTER INSPECTION AND APPROVAL OF THE TESTING LAB. BACKFILL MATERIAL AND PROCEDURES FOR TRENCHES SHALL BE IN COMPLIANCE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION 2004 STANDARD SPECIFICATION FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES, ITEM 400 - EXCAVATION AND BACKFILL FOR STRUCTURES

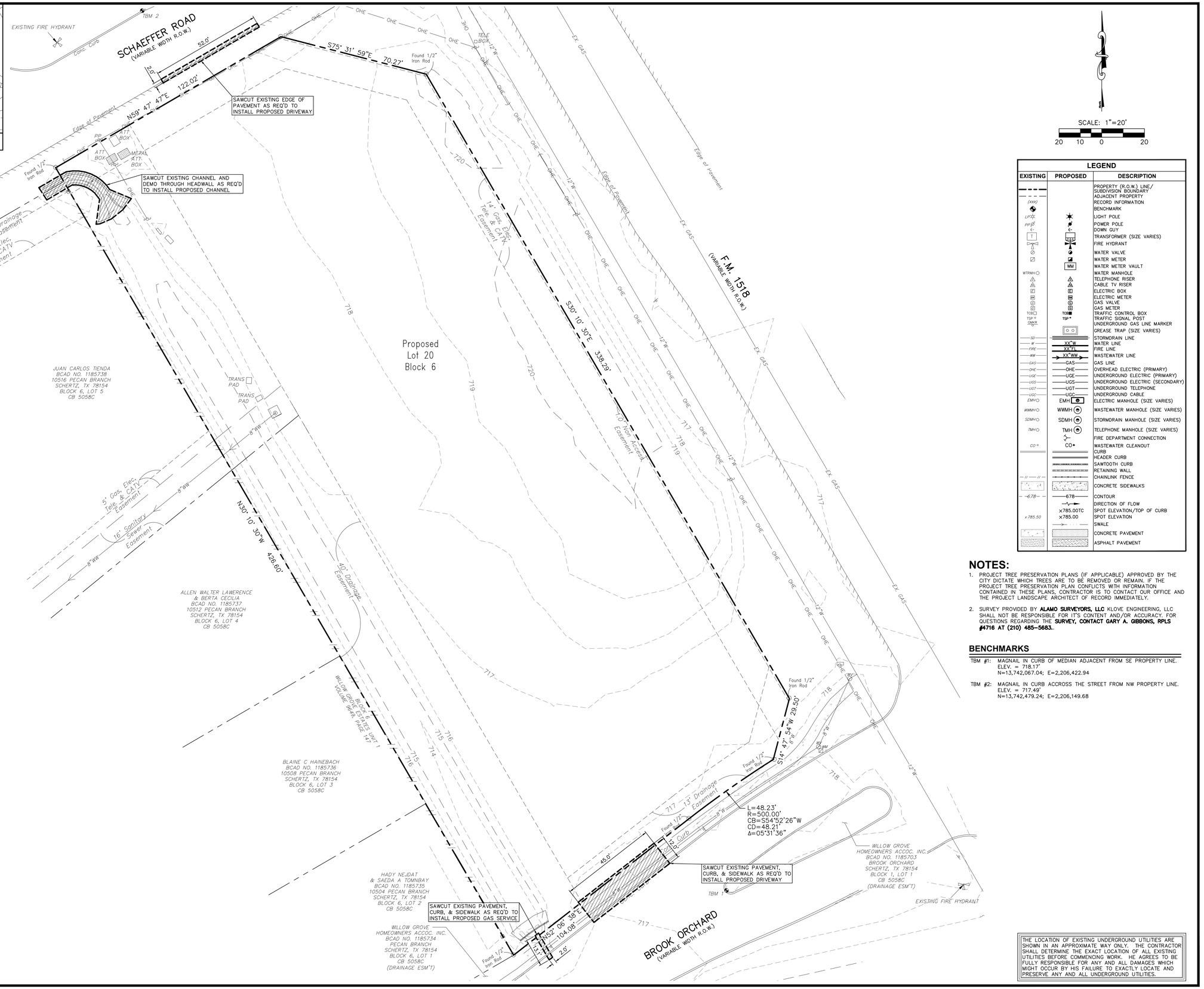
GRADING NOTES:

1. VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS BEFORE COMMENCEMENT OF CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES. MINOR ADJUSTMENT TO FINISH GRADE TO ACCOMPLISH SPOT DRAINAGE IS ACCEPTABLE, IF NECESSARY, UPON PRIOR APPROVAL OF THE ENGINEER.
2. ALL GRADES WITHIN LANDSCAPE AREAS ARE TO BE 3:1 MAXIMUM SLOPE ANY DIRECTION UNLESS OTHERWISE SPECIFIED ON THE PLANS. NO ADDITIONAL PAY WILL BE APPROVED FOR GRADING BACK OF ANY AREAS IN THE FIELD GREATER THAN 3:1.
3. REFER TO SITE PLAN FOR HORIZONTAL DIMENSIONS.
4. UNLESS NOTED OTHERWISE, ALL PARKING LOT GRADES ARE TO INVERT OF GUTTER. ADD 0.5' TO GUTTER GRADE FOR TOP OF CURB GRADE EXCEPT WHERE CURB IS FLUSH WITH GUTTER OR INVERT.
5. SITE PREPARATION AND GRADING, FOUNDATION EXCAVATION AND FILL SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL INVESTIGATION REPORT.
6. PAVING INSTALLED SHALL BE FLUSH AT ANY JUNCTURE WITH EXISTING PAVING.
7. ALL FILL MATERIAL PROVIDED SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACING AND COMPACTING.
8. ALL FILL MATERIAL AT PAVING AREAS SHALL BE COMPACTED TO 95% OF DRY DENSITY AND 85% OF DRY DENSITY AT ALL LANDSCAPE AREAS.
9. ALL SLOPES STEEPER THAN 3:1 SHALL BE OVERLAID WITH CURLEX BLANKET AND SYSTEM ANCHORED PER MANUFACTURERS RECOMMENDATIONS.
10. ALL AREAS DISTURBED SHALL BE RESTORED AND GRADED TO DRAIN.
11. ALL GRADES AND CONTOURS SHOWN ARE FINAL, TOP OF FINISHED SURFACE ELEVATIONS UNLESS OTHERWISE NOTED. CONTRACTOR SHALL SUBTRACT THICKNESS OF PAVEMENT, BASE, TOP SOIL, SOD, ETC. TO ACHIEVE SUBGRADE ELEVATIONS.
12. CONTRACTOR SHALL CONSTRUCT TO OBTAIN GRADES SHOWN HEREON ±ONE-HUNDREDTH (±0.01) FEET.
13. CONTRACTOR SHALL UNDER NO CIRCUMSTANCES PROVIDE LESS THAN 1.8% CROSS SLOPE AWAY FROM ANY BUILDINGS FOR ANY SIDEWALKS. POSITIVE DRAINAGE SHALL ALWAYS BE PROVIDED AWAY FROM BUILDINGS. IF ANY DISCREPANCIES OCCUR, THE CIVIL ENGINEER SHOULD BE NOTIFIED PRIOR TO ANY CONSTRUCTION. KLOVE ENGINEERING, LLC WILL NOT ASSUME ANY LIABILITY FOR ANY OTHER CONSULTANTS PLANS WHO HAS NOT UNDER CONTRACT WITH KLOVE ENGINEERING, LLC.

SITE PLAN NOTES:

1. ALL ON-SITE CONSTRUCTION SHALL BE IN ACCORDANCE WITH CURRENT PROJECT OWNER'S SPECIFICATIONS.
2. ALL CONSTR





LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY (R.O.W.) LINE/ SUBDIVISION BOUNDARY
		ADJACENT PROPERTY
(XXX)		RECORD INFORMATION
		BENCHMARK
LP'X'		LIGHT POLE
PP'#'		POWER POLE
		DOWN GUY
T		TRANSFORMER (SIZE VARIES)
		FIRE HYDRANT
		WATER VALVE
		WATER METER
	WM	WATER METER VAULT
WTRMH		WATER MANHOLE
		TELEPHONE RISER
		CABLE TV RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS VALVE
		GAS METER
TCB	TCB	TRAFFIC CONTROL BOX
TSP	TSP	TRAFFIC SIGNAL POST
GMKR		UNDERGROUND GAS LINE MARKER
		GREASE TRAP (SIZE VARIES)
SD		STORMDRAIN LINE
W	XX"W	WATER LINE
FIRE	XX"FL	FIRE LINE
WW	XX"WW	WASTEWATER LINE
GAS	GAS	GAS LINE
OHE	OHE	OVERHEAD ELECTRIC (PRIMARY)
UGE	UGE	UNDERGROUND ELECTRIC (PRIMARY)
UGS	UGS	UNDERGROUND ELECTRIC (SECONDARY)
UGT	UGT	UNDERGROUND TELEPHONE
UGC	UGC	UNDERGROUND CABLE
EMH	EMH	ELECTRIC MANHOLE (SIZE VARIES)
WWMH	WWMH	WASTEWATER MANHOLE (SIZE VARIES)
SDMH	SDMH	STORMDRAIN MANHOLE (SIZE VARIES)
TMH	TMH	TELEPHONE MANHOLE (SIZE VARIES)
		FIRE DEPARTMENT CONNECTION
CO	CO	WASTEWATER CLEANOUT
		CURB
		HEADER CURB
		SAWTOOTH CURB
		RETAINING WALL
// //	// //	CHAINLINK FENCE
		CONCRETE SIDEWALKS
678	678	CONTOUR
		DIRECTION OF FLOW
	X785.00TC	SPOT ELEVATION/TOP OF CURB
X785.50	X785.00	SPOT ELEVATION
		SWALE
		CONCRETE PAVEMENT
		ASPHALT PAVEMENT

NOTES:

1. PROJECT TREE PRESERVATION PLANS (IF APPLICABLE) APPROVED BY THE CITY DICTATE WHICH TREES ARE TO BE REMOVED OR REMAIN. IF THE PROJECT TREE PRESERVATION PLAN CONFLICTS WITH INFORMATION CONTAINED IN THESE PLANS, CONTRACTOR IS TO CONTACT OUR OFFICE AND THE PROJECT LANDSCAPE ARCHITECT OF RECORD IMMEDIATELY.
2. SURVEY PROVIDED BY **ALAMO SURVEYORS, LLC** KLOVE ENGINEERING, LLC SHALL NOT BE RESPONSIBLE FOR IT'S CONTENT AND/OR ACCURACY. FOR QUESTIONS REGARDING THE **SURVEY, CONTACT GARY A. GIBBONS, RPLS #4716 AT (210) 485-5683.**.

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 ACCROSS THE STREET FROM NW PROPERTY LINE. ELEV. = 717.49' N=13,742,479.24; E=2,206,149.68

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.

811 Know what's below. Call before you dig.

Date: Dec 06, 2021, 3:03pm
File: K:\Projects\1300-001 FM 1518 & Schaeffer Rd\Drawings\C1.0 Existing Conditions.dwg

KLOVE ENGINEERING
Site Development Engineering Services
Firm No. 11042
www.kloveengineering.com (210) 485-5683

DATE

REVISIONS:

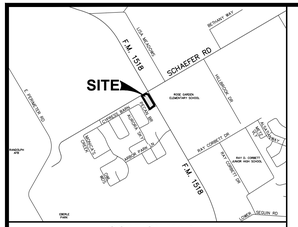
OWNER:
TEG SCHERTZ VENTURE, LLC
7801 N LAMAR, STE. B168
AUSTIN, TX 78752

SCHAEFFER RD STRIP CENTER

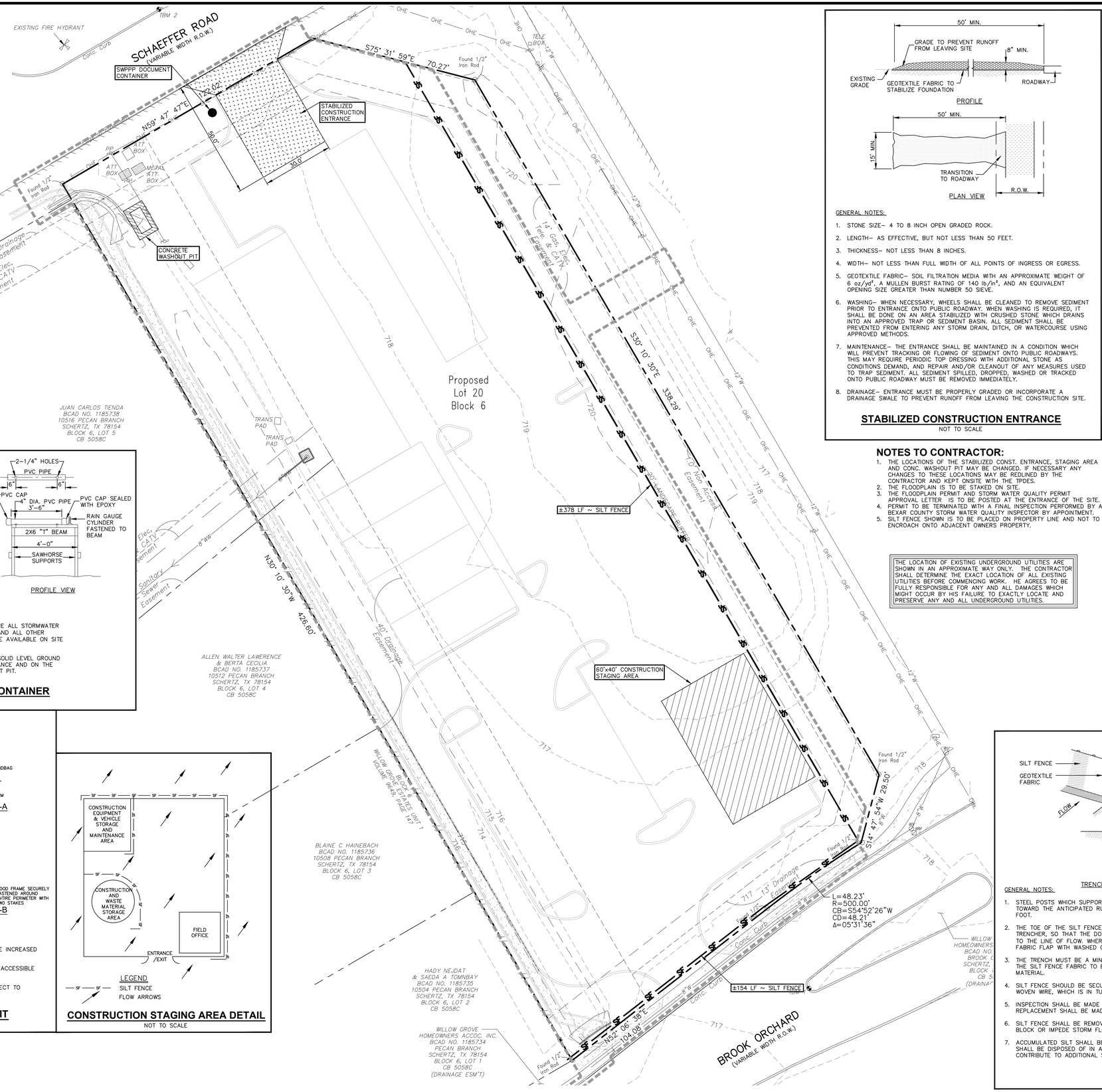
XXXX SCHAEFFER RD
SCHERTZ, TEXAS 78154

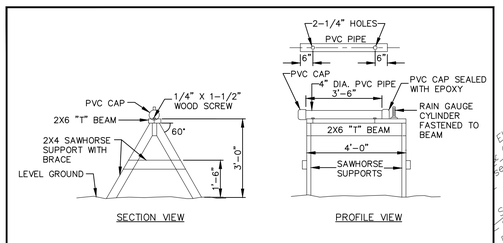
EXISTING CONDITION AND DEMOLITION PLAN

DESIGNED BY:	– – –
DRAWN BY:	CT
SCALE:	1"=20'
DATE:	11/10/21
SHEET NO.	C1.0



LOCATION MAP
NOT TO SCALE

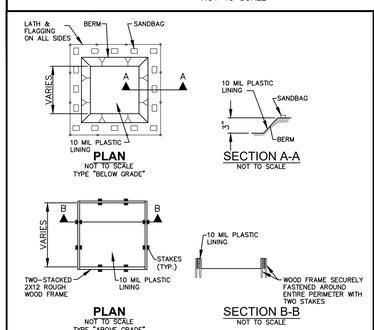




NOTES:

1. THIS CANISTER SHALL BE USED TO STORE ALL STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND ALL OTHER RELATED DOCUMENTS SO THAT THEY ARE AVAILABLE ON SITE FOR THE INSPECTOR.
2. THIS CANISTER SHALL BE LOCATED ON SOLID LEVEL GROUND ADJACENT TO THE CONSTRUCTION ENTRANCE AND ON THE OPPOSITE SIDE OF THE TRUCK WASH OUT PIT.

S.W.P.P.P. DOCUMENT CONTAINER
NOT TO SCALE



GENERAL NOTES:

1. DETAIL ILLUSTRATES MINIMUM DIMENSIONS. PIT CAN BE INCREASED IN SIZE DEPENDING ON EXPECTED FREQUENCY OF USE.
2. WASHOUT PIT SHALL BE LOCATED IN AN AREA EASILY ACCESSIBLE TO CONSTRUCTION TRAFFIC.
3. WASHOUT PIT SHALL NOT BE LOCATED IN AREAS SUBJECT TO INUNDATION FROM STORM WATER RUNOFF.

CONCRETE TRUCK WASHOUT PIT
NOT TO SCALE

CONSTRUCTION STAGING AREA DETAIL
NOT TO SCALE

GENERAL NOTES:

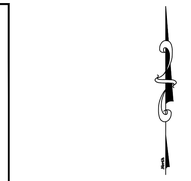
1. STONE SIZE– 4 TO 8 INCH OPEN GRADED ROCK.
2. LENGTH– AS EFFECTIVE, BUT NOT LESS THAN 50 FEET.
3. THICKNESS– NOT LESS THAN 8 INCHES.
4. WIDTH– NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
5. GEOTEXTILE FABRIC– SOIL FILTRATION MEDIA WITH AN APPROXIMATE WEIGHT OF 6 oz/yd², A MULLEN BURST RATING OF 140 lb/in², AND AN EQUIVALENT OPENING SIZE GREATER THAN NUMBER 50 SIEVE.
6. WASHING– WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH, OR WATERCOURSE USING APPROVED METHODS.
7. MAINTENANCE– THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.
8. DRAINAGE– ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE

NOTES TO CONTRACTOR:

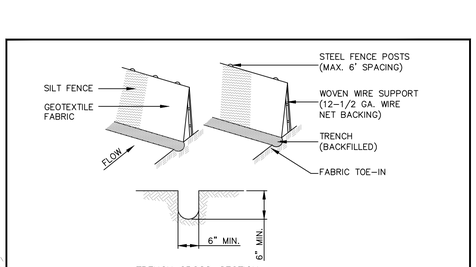
1. THE LOCATIONS OF THE STABILIZED CONST. ENTRANCE, STAGING AREA AND CONC. WASHOUT PIT MAY BE CHANGED. IF NECESSARY ANY CHANGES TO THESE LOCATIONS MAY BE REDLINED BY THE CONTRACTOR AND KEPT ONSITE WITH THE TPDES.
2. THE FLOODPLAIN IS TO BE STAKED ON SITE.
3. THE FLOODPLAIN PERMIT AND STORM WATER QUALITY PERMIT APPROVAL LETTER IS TO BE POSTED AT THE ENTRANCE OF THE SITE.
4. PERMIT TO BE TERMINATED WITH A FINAL INSPECTION PERFORMED BY A BEXAR COUNTY STORM WATER QUALITY INSPECTOR BY APPOINTMENT.
5. SILT FENCE SHOWN IS TO BE PLACED ON PROPERTY LINE AND NOT TO ENCROACH ONTO ADJACENT OWNERS PROPERTY.

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.



LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY (R.O.W.) LINE/ SUBDIVISION BOUNDARY
		ADJACENT PROPERTY
(XXX)		RECORD INFORMATION
		BENCHMARK
LP		LIGHT POLE
PP		POWER POLE
		DOWN GUY
T		TRANSFORMER (SIZE VARIES)
		FIRE HYDRANT
		WATER VALVE
		WATER METER
	WM	WATER METER VAULT
WTRMH		WATER MANHOLE
		TELEPHONE RISER
		CABLE TV RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS VALVE
		GAS METER
TCB	TCB	TRAFFIC CONTROL BOX
TSP	TSP	TRAFFIC SIGNAL POST
GMKR		UNDERGROUND GAS LINE MARKER
		GREASE TRAP (SIZE VARIES)
SD		STORMDRAIN LINE
W	XX"W	WATER LINE
FIRE	XX"FL	FIRE LINE
WW	XX"WW	WASTEWATER LINE
GAS	GAS	GAS LINE
OHE	OHE	OVERHEAD ELECTRIC (PRIMARY)
UGE	UGE	UNDERGROUND ELECTRIC (PRIMARY)
UGS	UGS	UNDERGROUND ELECTRIC (SECONDARY)
UGT	UGT	UNDERGROUND TELEPHONE
UGC	UGC	UNDERGROUND CABLE
EMH	EMH	ELECTRIC MANHOLE (SIZE VARIES)
WWMH	WWMH	WASTEWATER MANHOLE (SIZE VARIES)
SDMH	SDMH	STORMDRAIN MANHOLE (SIZE VARIES)
TMH	TMH	TELEPHONE MANHOLE (SIZE VARIES)
		FIRE DEPARTMENT CONNECTION
CO	CO	WASTEWATER CLEANOUT
		CURB
		HEADER CURB
		SAWTOOTH CURB
		RETAINING WALL
// //		CHAINLINK FENCE
		CONCRETE SIDEWALKS
678	678	CONTOUR
		DIRECTION OF FLOW
	XX785.00TC	SPOT ELEVATION/TOP OF CURB
x785.50	XX785.00	SPOT ELEVATION
		SWALE
		CONCRETE PAVEMENT
		ASPHALT PAVEMENT
		STABILIZED CONSTRUCTION ENTRANCE
		CONSTRUCTION STAGING
		CONCRETE WASHOUT PIT
	SP	SWPPP DOCUMENT CONTAINER
	SF	SILT FENCE
	IP	INLET PROTECTION
		LIMITS OF CONSTRUCTION



TRENCH CROSS-SECTION

GENERAL NOTES:

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CAN NOT BE TREATED IN (e.g. pavement) WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POSTS OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

SILT FENCE
NOT TO SCALE

811 Know what's below. Call before you dig.

Date: Dec 06, 2021, 3:03pm
File: K:\Projects\1700-001 FM 1518 & Schaeffer Rd\Drawings\C2.0 SWPPP.dwg

Klove ENGINEERING
Site Development Engineering Services
Firm No. 11042
www.kloveengineering.com (210) 485-5683

DATE

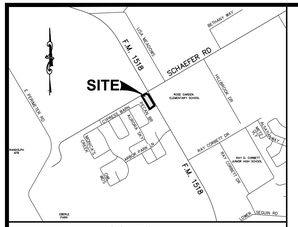
REVISIONS:

OWNER:
TEG SCHERTZ VENTURE, LLC
7801 N LAMAR, STE. B168
AUSTIN, TX 78752

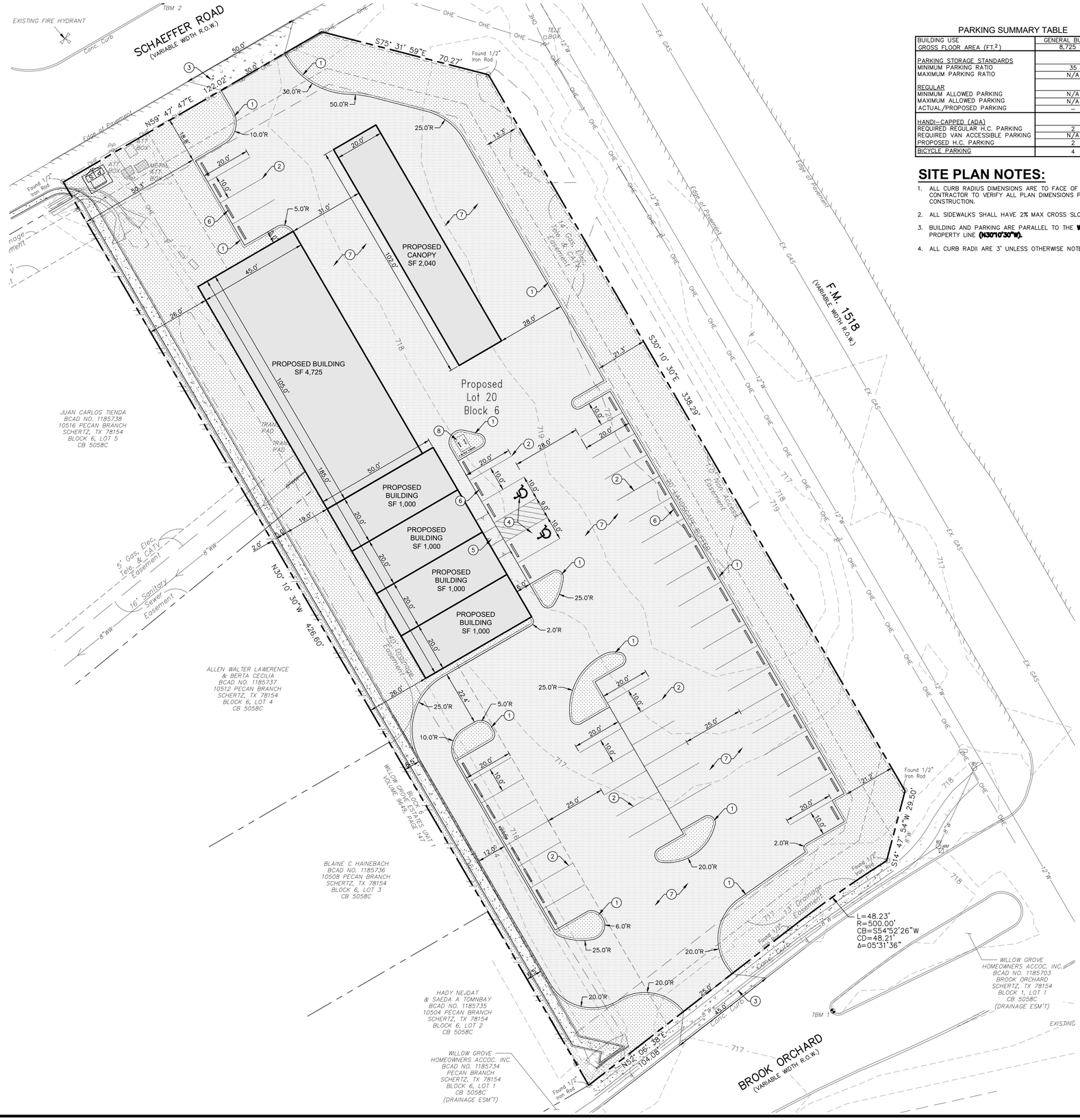
SCHAEFFER RD STRIP CENTER
XXXX SCHAEFFER RD
SCHERTZ, TEXAS 78154

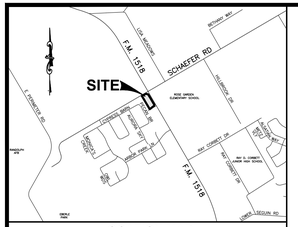
STORM WATER POLLUTION PREVENTION PLAN

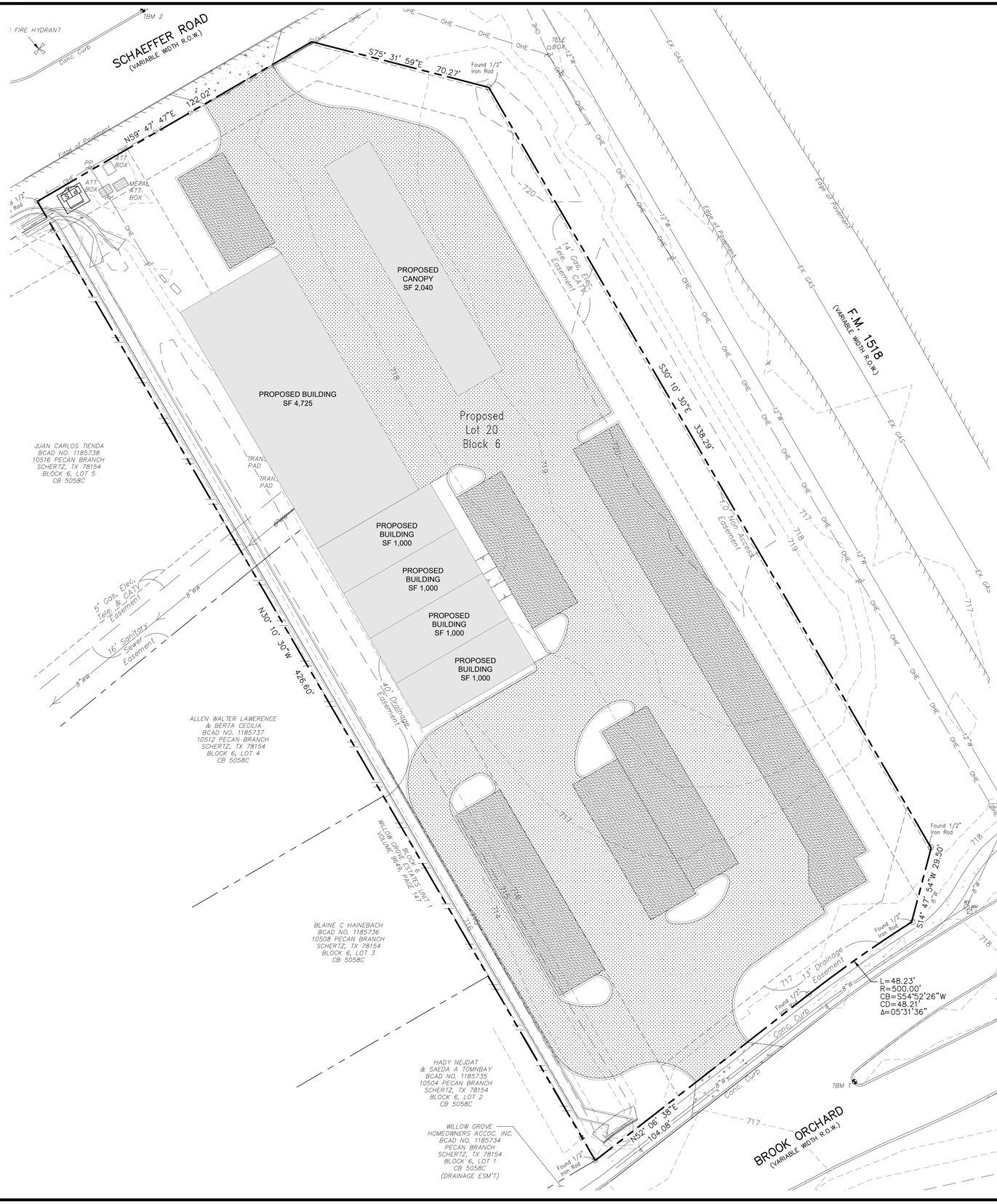
DESIGNED BY:	---
DRAWN BY:	CT
SCALE:	1"=20'
DATE:	11/10/21
SHEET NO.	C2.0



LOCATION MAP
NOT TO SCALE


SCHAEFFER ROAD
(VARIABLE WIDTH R.O.W.)
F.M. 1518
(VARIABLE WIDTH R.O.W.)
BROOK ORCHARD
(VARIABLE WIDTH R.O.W.)
EXISTING FIRE HYDRANT
TBM 2
TBM 1
Found 1/2" Iron Rod
Found 1/2" Iron Rod
Found 1/2" Iron Rod



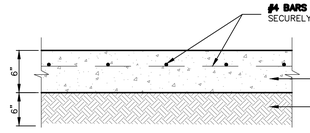




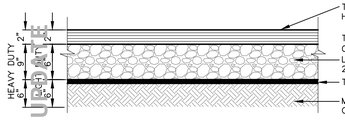
LEGEND	
PROPOSED	DESCRIPTION
	DUMPSTER AREA CONCRETE
	LIGHT DUTY CONCRETE
	HEAVY DUTY CONCRETE
	EXISTING ASPHALT PAVEMENT

PAVEMENT NOTES:

1. PAVEMENT SECTION(S) FOR REFERENCE PURPOSES ONLY. CONTRACTOR SHOULD CONSULT THE LATEST APPLICABLE GEOTECHNICAL INVESTIGATION BY **NAME**



CONCRETE DUMPSTER PAVEMENT
NOT TO SCALE



ASPHALT PAVEMENT SECTION
NOT TO SCALE

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.

811 Know what's below. Call before you dig.

Date: Dec 06, 2021, 3:02pm
File: K:\Projects\360-00 FM 1518 & Schaeffer Rd\Drawings\C3.1 Site Paving Plan.dwg

KLove ENGINEERING
Site Development Engineering Services
Firm No. 11042
www.kloveengineering.com (210) 485-5683

DATE
REVISIONS:

OWNER:
TEG SCHERTZ VENTURE, LLC
7801 N LAMAR, STE. B168
AUSTIN, TX 78752

SCHAEFFER RD STRIP CENTER

XXXX SCHAEFFER RD
SCHERTZ, TEXAS 78154

SITE PAVING PLAN

DESIGNED BY:	– – –
DRAWN BY:	CT
SCALE:	1"= – – – "
DATE:	11/10/21
SHEET NO:	C3.1



LOCATION MAP
NOT TO SCALE

UTILITIES NOTES:
(TECHNICAL SPECIFICATION SECTION 01732)
(UPDATED 7/1/19)

14. 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.

15. 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 HOURS (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.MA.	(210)-658-6241
CITY PUBLIC SERVICE	1-800-345-6005
CENTERPOINT ENERGY ENTEX	(210)-659-6788
G.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 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 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.

18. NO TIE-IN SHALL BE MADE TO THE EXISTING UTILITY SYSTEM UNTIL ALL TEST RESULTS HAVE BEEN PROVIDED TO THE CITY AND ARE VERIFIED.

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 PANTED "V" ETCHED IN CURB TO IDENTIFY VALVES. PROVIDE BLUE PANTED "X" ETCHED IN CURB TO IDENTIFY METER BOXES.

23. 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.

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.
D. DISINFECT THE AREA OF THE SPILL WITH A MIXTURE OF HTH 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 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.

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

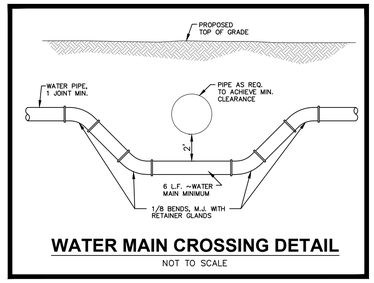
CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS PROGRAMS AND/OR PROCEDURES. THE CONTRACTOR'S IMPLEMENTATION OF THE SYSTEM'S PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLIES WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATION. SPECIFICALLY, CONTRACTOR AND/OR ONTRACTOR'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 EXCAVATION.

BENCHMARKS

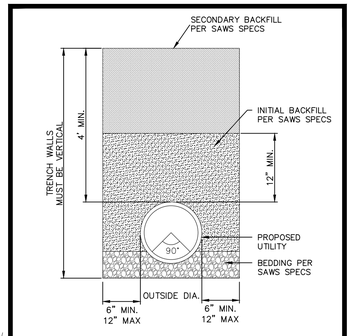
TBM #1: MAGNAIL IN CURB OF MEDIAN ADJACENT FROM SE PROPERTY LINE.
ELEV. = 718.17'
N=13,742,067.04; E=2,206,422.94

TBM #2: MAGNAIL IN CURB ACCROSS THE STREET FROM NW PROPERTY LINE.
ELEV. = 717.49'
N=13,742,479.24; E=2,206,149.68

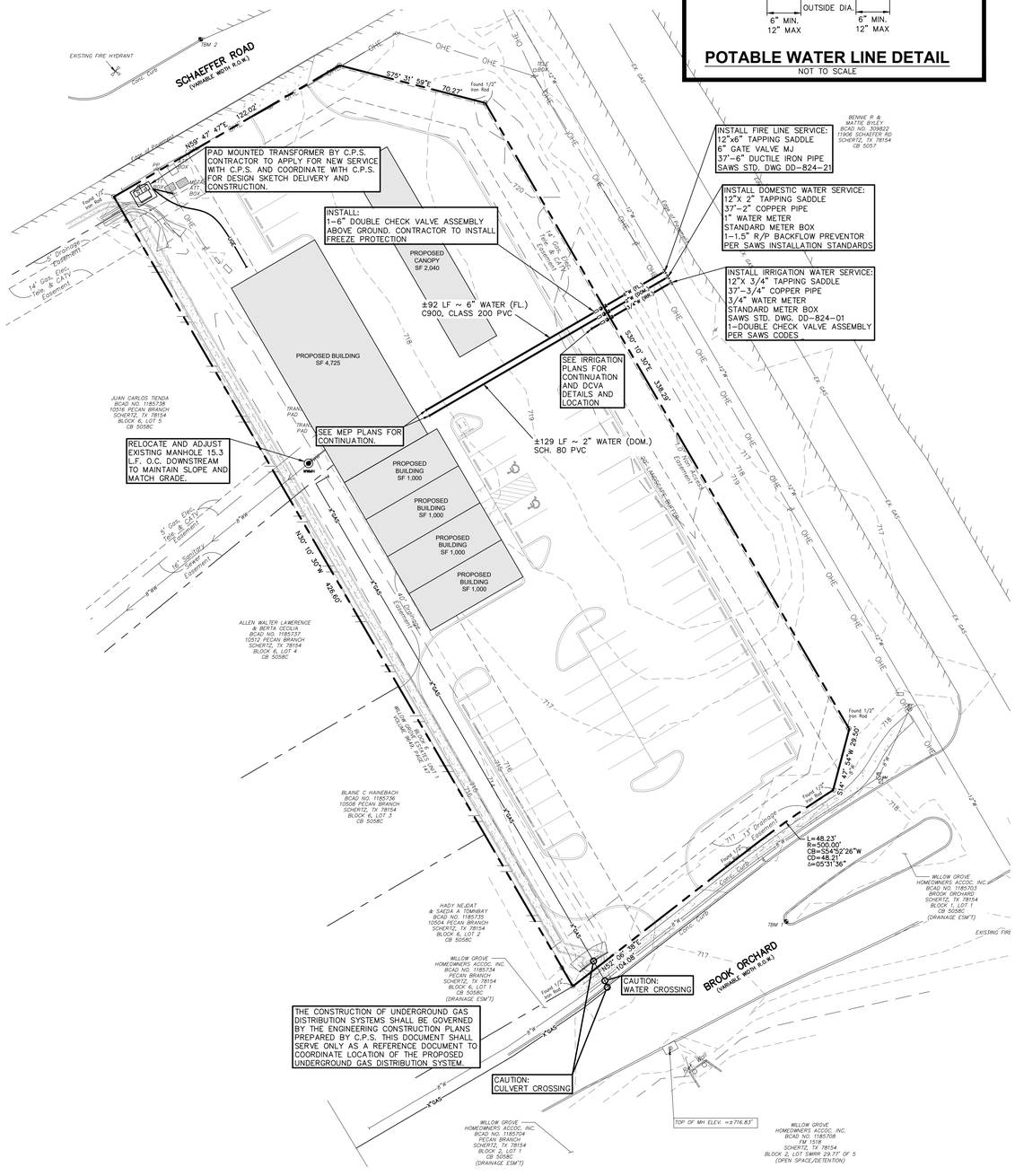
Know what's below. Call before you dig.



WATER MAIN CROSSING DETAIL
NOT TO SCALE



POTABLE WATER LINE DETAIL
NOT TO SCALE



GENERAL WATER NOTES:
(PW TECH. SPEC SECTION 01145)
(UPDATED 2/26/18)

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 "UNIFIED DEVELOPMENT CODE."
   b. CURRENT CITY OF SCHERTZ "PUBLIC WORKS SPECIFICATION MANUAL."
   c. CURRENT TXDOT "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS, AND DRAINAGE."

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 (72 HOURS) NOTICE.** ANY TIE-IN 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 WHETHER SHOWN ON PLANS OR NOT, AND TO PROTECT THE SAME DURING CONSTRUCTION.

a. CITY OF SCHERTZ PUBLIC WORKS	210-619-1800
b. TEXAS STATE WIDE ONE CAL	1-800-245-4545
c. CITY PUBLIC SERVICE	210-353-5952
d. SPECTRUM	866-874-2389
e. GUADALUPE VALLEY ELECTRIC CO.	210-658-7033
f. GREEN VALLEY WATER SUPPLY CORP.	830-914-2330
g. SSLGC	830-401-2409
h. NEW BRAUNFELS UTILITY	830-606-2074
i. CANYON LAKE REGIONAL WATER AUTHORITY	830-609-0543
j. CENTER POINT	866-876-5786
k. SAN ANTONIO RIVER AUTHORITY	866-345-7272
l. COMA	210-658-6241

4. **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.**

5. 2" SCHEDULE 40, PVC 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 DONE TO EXISTING FENCES, CURBS, STREETS, DRIVEWAYS, LANDSCAPING AND STRUCTURES PER SPECIFICATION 01740.

9. 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.

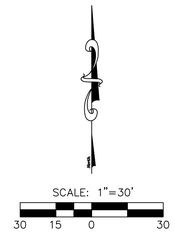
10. NO EXTRA PAYMENT SHALL BE ALLOWED FOR WORK CALLED FOR ON THE PLANS BUT NOT INCLUDED ON THE BID SCHEDULE. THIS INCIDENTAL WORK WILL BE REQUIRED AND SHALL BE INCLUDED UNDER THE PAY ITEM TO WHICH IT RELATES.

11. THE DEVELOPER DEDICATES THE WATERMAINS 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).

12. 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.

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
		PROPERTY (R.O.W.) LINE/ SUBDIVISION BOUNDARY
		ADJACENT PROPERTY
(XXX)		RECORD INFORMATION
		BENCHMARK
		LIGHT POLE
		POWER POLE
		DOWN GUY
		TRANSFORMER (SIZE VARIES)
		FIRE HYDRANT
		WATER VALVE
	WM	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)
SD		STORMDRAIN LINE
W	XX"W	WATER LINE
FIRE	XX"FL	FIRE LINE
WW	XX"WW	WASTEWATER LINE
GAS	GAS	GAS LINE
OHE	OHE	OVERHEAD ELECTRIC (PRIMARY)
UGE	UGE	UNDERGROUND ELECTRIC (PRIMARY)
UGS	UGS	UNDERGROUND ELECTRIC (SECONDARY)
UGT	UGT	UNDERGROUND TELEPHONE
UGC	UGC	UNDERGROUND CABLE
EMH	EMH	ELECTRIC MANHOLE (SIZE VARIES)
WWMH	WWMH	WASTEWATER MANHOLE (SIZE VARIES)
SDMH	SDMH	STORMDRAIN MANHOLE (SIZE VARIES)
TMH	TMH	TELEPHONE MANHOLE (SIZE VARIES)
		FIRE DEPARTMENT CONNECTION
CO	CO	WASTEWATER CLEANOUT
		CURB
		HEADER CURB
		SAWTOOTH CURB
		RETAINING WALL
// //		CHAINLINK FENCE
		CONCRETE SIDEWALKS
-678-	678	CONTOUR
		DIRECTION OF FLOW
	X785.00TC	SPOT ELEVATION/TOP OF CURB
X785.50	X785.00	SPOT ELEVATION
		SWALE
		CONCRETE PAVEMENT
		ASPHALT PAVEMENT

LEGAL DESCRIPTION

LOT 28, BLOCK 102, N.C.B. 18612, UNIVERSITY OAKS BUSINESS PARK RECORDED IN VOLUME 9506, PAGE 48 IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

ADDRESS

XXXX SCHAEFFER RD, SCHERTZ, TX. 78154

PLAT NO.

COSA LAND PLAT NO 19-00000000 **OR IF NONE PLATED PRIOR TO COSA ISSUING 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.

Kove ENGINEERING
Site Development Engineering Services
Firm No. 11042
www.kloveengineering.com (210) 485-5683

DATE

REVISIONS:

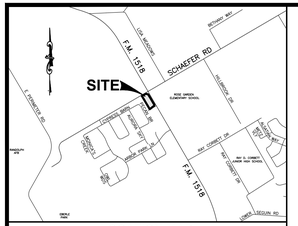
OWNER:
TEG SCHERTZ VENTURE, LLC
7801 N LAMAR, STE. B168
AUSTIN, TX 78752

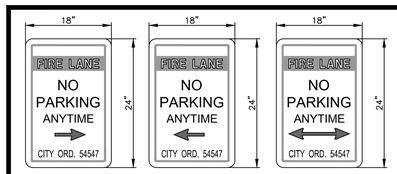
SCHAEFFER RD STRIP CENTER
XXXX SCHAEFFER RD
SCHERTZ, TEXAS 78154

UTILITY PLAN

DESIGNED BY:	---
DRAWN BY:	CT
SCALE:	1"=30'
DATE:	11/10/21
SHEET NO.	C4.0

Date: Dec 06, 2021, 3:03pm
Files: N:\Projects\1300-001 FM 1518 & Schaefer Rd\Drawings\C4.0 Utility Plan.dwg



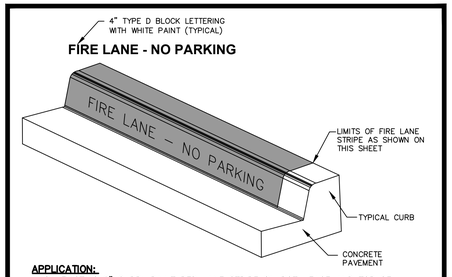


NOTES:

1. LETTERS AND BORDER IN RED ON WHITE BACKGROUND.
2. 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)
3. FIRE PLAN REVIEWER OR FIRE INSPECTOR WILL MAP OUT THE LOCATIONS AND NUMBER OF SIGNS REQUIRED.
4. 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

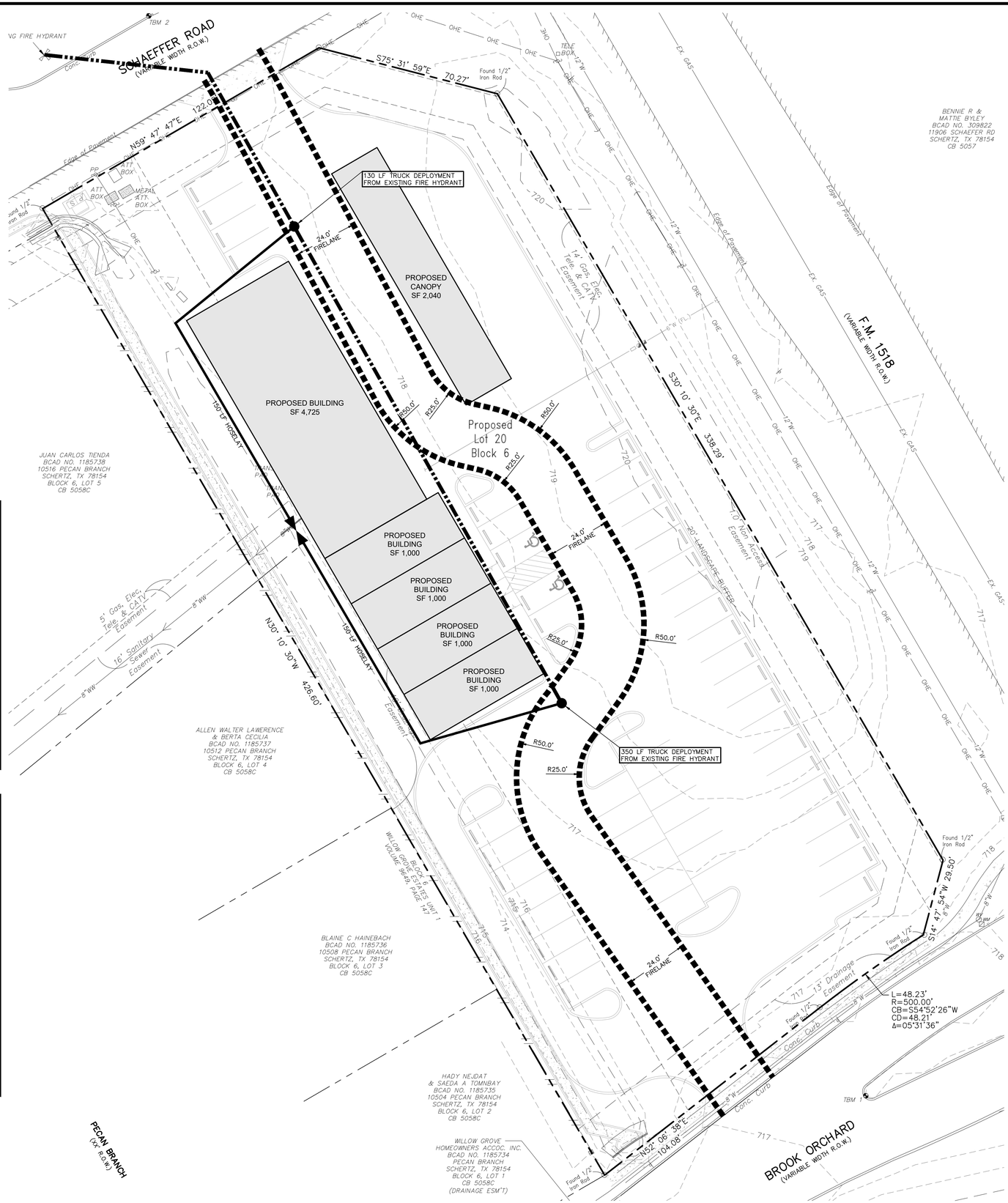


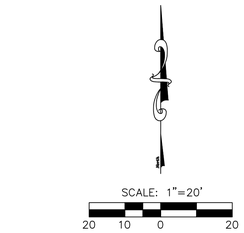
APPLICATION:

1. ON EXISTING 6" CURB: PAINT RED LANE STRIPE ON BOTH FACE AND TOP OF CURB PAINT WHITE LETTERS ON FACE OF CURB ONLY
2. WHERE NO CURB EXIST: PAINT A 6" WIDE RED STRIPE LOCATED 1.0' OFF EDGE OF PAVEMENT WITH 4" WHITE LETTER IN RED STRIPE.
3. SEE SITE PLAN FOR CURB TYPES AND LOCATIONS
4. NO MORE THAN 40 FEET SPACING BETWEEN WORDING.

TYPICAL FIRE LANE MARKING DETAIL

NOT TO SCALE





LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY (R.O.W.) LINE/ SUBDIVISION BOUNDARY
		ADJACENT PROPERTY
(XXX)		RECORD INFORMATION
		BENCHMARK
LP'X'		LIGHT POLE
PP-#		POWER POLE
		DOWN GUY
T		TRANSFORMER (SIZE VARIES)
		FIRE HYDRANT
		WATER VALVE
		WATER METER
	WM	WATER METER VAULT
WTRMH		WATER MANHOLE
		TELEPHONE RISER
		CABLE TV RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS VALVE
		GAS METER
TCB	TCB	TRAFFIC CONTROL BOX
TSP °	TSP °	TRAFFIC SIGNAL POST
GMKR °		UNDERGROUND GAS LINE MARKER
		GREASE TRAP (SIZE VARIES)
SD		STORMDRAIN LINE
W	XX"W	WATER LINE
FIRE	XX"FL	FIRE LINE
WW	XX"WW	WASTEWATER LINE
GAS	GAS	GAS LINE
OHE	OHE	OVERHEAD ELECTRIC (PRIMARY)
UGE	UGE	UNDERGROUND ELECTRIC (PRIMARY)
UGS	UGS	UNDERGROUND ELECTRIC (SECONDARY)
UGT	UGT	UNDERGROUND TELEPHONE
UGC	UGC	UNDERGROUND CABLE
EMH	EMH	ELECTRIC MANHOLE (SIZE VARIES)
WWMH	WWMH	WASTEWATER MANHOLE (SIZE VARIES)
SDMH	SDMH	STORMDRAIN MANHOLE (SIZE VARIES)
TMH	TMH	TELEPHONE MANHOLE (SIZE VARIES)
		FIRE DEPARTMENT CONNECTION
CO °	CO °	WASTEWATER CLEANOUT
		CURB
		HEADER CURB
		SAWTOOTH CURB
		RETAINING WALL
// //		CHAINLINK FENCE
		CONCRETE SIDEWALKS
678	678	CONTOUR
		DIRECTION OF FLOW
	×785.00TC	SPOT ELEVATION/TOP OF CURB
×785.50	×785.00	SPOT ELEVATION
		SWALE
		CONCRETE PAVEMENT
		ASPHALT PAVEMENT
		TRUCK DEPLOYMENT
		HOSELAY
		FIRELANE

FIRE HYDRANT TABLE

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.

811 Know what's below. Call before you dig.

Date: Dec 06, 2021, 3:03pm
File: N:\Projects\100-001 FM 1518 & Schaeffer Rd\Drawings\C6.0 Fire Protection.dwg

KLove ENGINEERING
Site Development Engineering Services
Firm No. 11042
www.kloveengineering.com (210) 485-5683

DATE

REVISIONS:

OWNER:
TEG SCHERTZ VENTURE, LLC
7801 N LAMAR, STE. B168
AUSTIN, TX 78752

SCHAEFFER RD STRIP CENTER

XXXX SCHAEFFER RD
SCHERTZ, TEXAS 78154

FIRE PROTECTION PLAN

DESIGNED BY:	---
DRAWN BY:	CT
SCALE:	1"=---"
DATE:	11/10/21
SHEET NO.	C6.0

Ord. 24-S-147

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

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

FM 1518 & SCHAEFER RD
(PLSPU20240142)

1 Inch = 100 Feet

- **Subject Property Outlined in Green**
- **Approximately 1.61 acres of land**
- **Currently undeveloped**
- **General Business District (GB)**

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.



SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

Last update: July 12, 2024

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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 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

FM 1518 & SCHAEFER ROAD
(PLSPU20240142)

Project Boundary

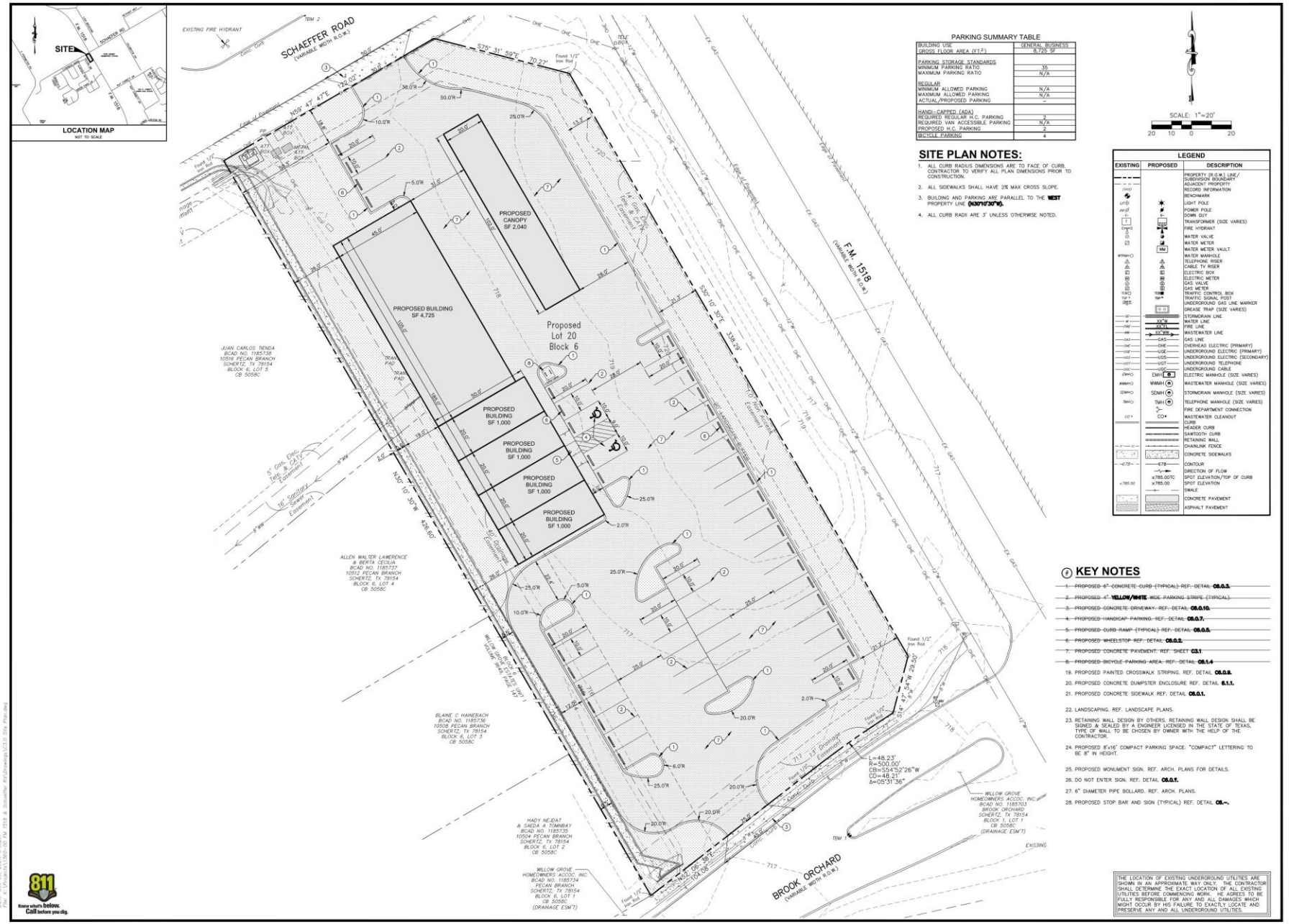
200' Buffer

N
W E
S

0 50 100 200 300 Feet

- **July 26: 18 public hearing notices mailed**
- **Responses Received:**
  - **24– Opposed**
  - **0 - In Favor**
  - **Petition was also submitted with signatures**
- **1 Sign was posted**
- **Notice was published in the SA Express on August 28, 2024**

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.



KLove Engineering
Site Development Engineering Services
(210) 485-5683
www.klovesengineering.com

OWNER:
TEG SCHERTZ VENTURE, LLC
7801 N. LAMAR, STE. B168
AUSTIN, TX 78752

SCHAEFFER RD STRIP CENTER
XXXX SCHAEFFER RD
SCHERTZ, TEXAS 78154

CIVIL SITE AND DIMENSIONAL CONTROL PLAN

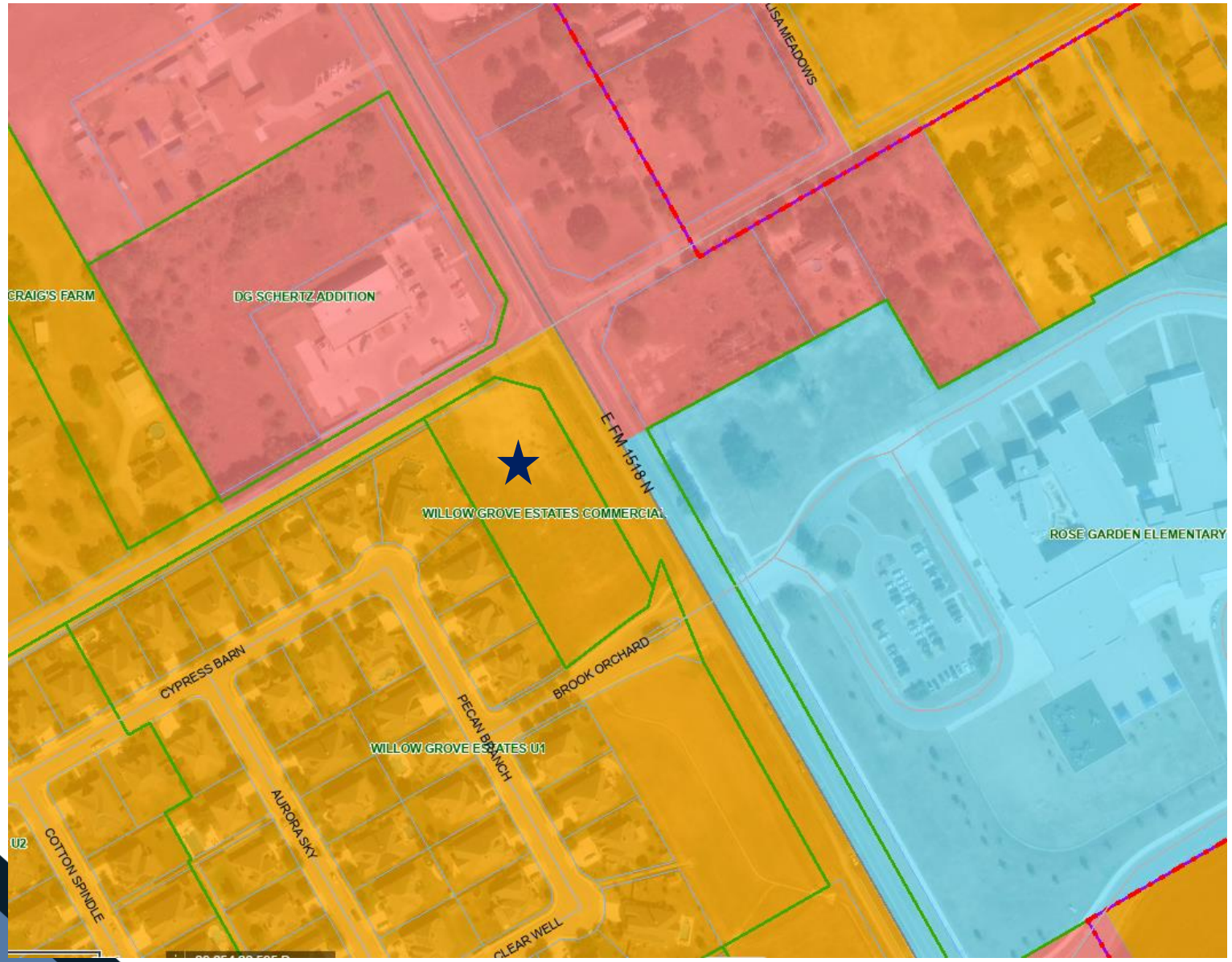
DESIGNED BY: ---
DRAWN BY: CT
SCALE: 1"=---'
DATE: 11/10/21
SHEET NO.
C3.0

Per applicant letter of intent, proposing a strip center with a convenience store, a gas station with electric vehicle charging stations, and a shopping center

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.
    - Designated as Complete Neighborhood.
    - Variety of housing types with limited commercial.
    - The commercial provision is consistent with the proposed Specific Use Permit.

UDC SECTION 21.5.11.D Criteria for Approval



- Complete Neighborhood
- Development Deferment
- Industrial Hub
- Local Corridor
- Main Street
- Mixed Use Center
- Public Use

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

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 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

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

- **Compatible with the character and integrity of the neighborhood.**
  - **Adjacent commercial developments**
  - **Neighboring commercial zoning districts**
  - **Property abutting FM 1518**

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY



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

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

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 property abuts three separate rights of way to help minimize conflict with existing traffic.**
  - **Schaefer Road**
  - **Brook Orchard**
  - **FM 1518**
- **Engineering will review a more detailed traffic impact analysis at the time of the site plan process.**

UDC SECTION 21.5.11.D Criteria for Approval

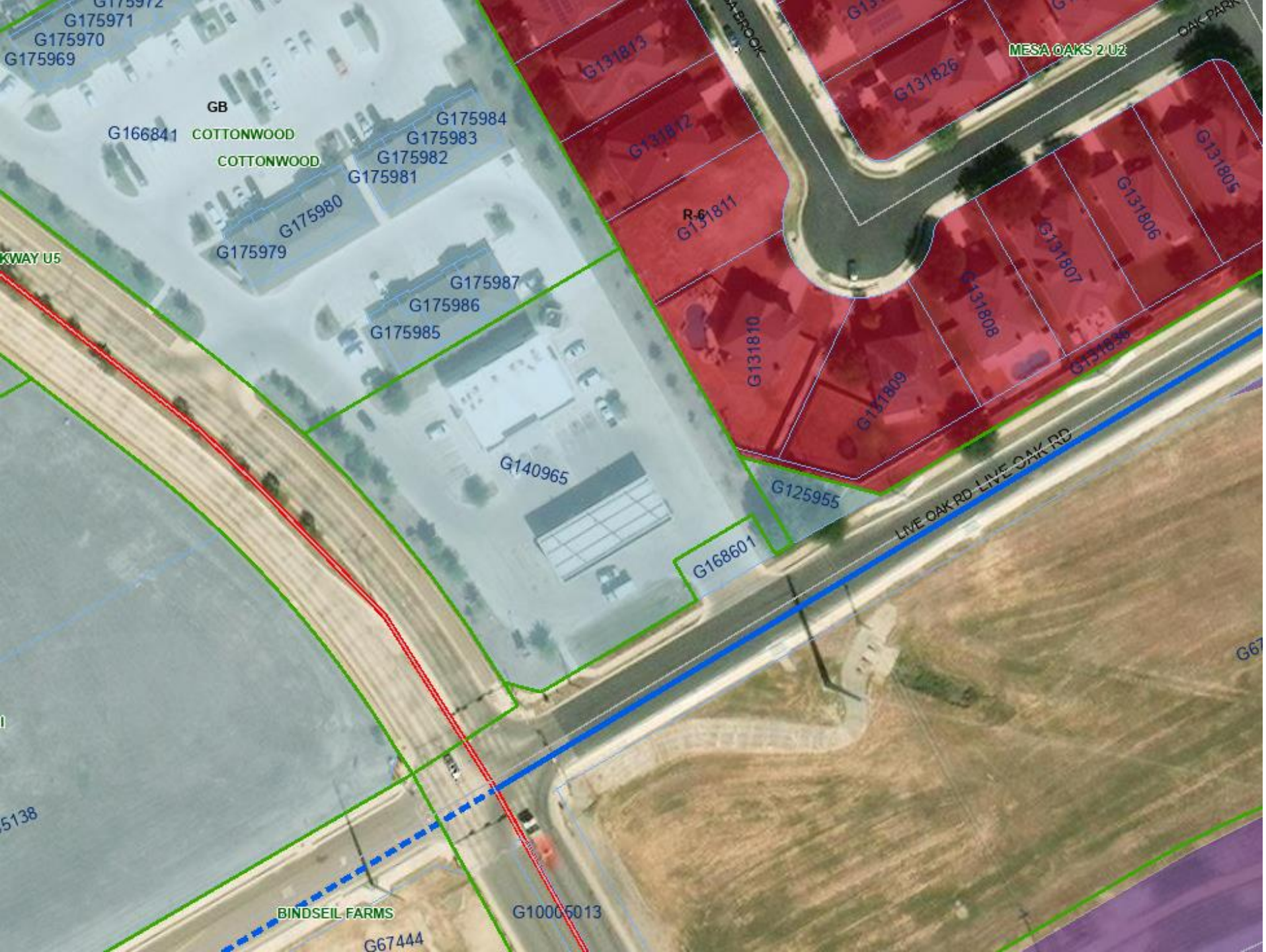
5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets

- **The applicant has not provided anything demonstrating roadway adjustments.**
- **Engineering Department will review a more detailed traffic impact analysis at the time of the site plan process, and will determine what traffic mitigation methods will be required.**

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 requirements in Article 9 to ensure adverse effects are minimized and mitigated.**
- **Requirements include but are not limited to:**
  - **8 – foot masonry wall**
  - **20 – foot landscape buffer**
  - **Lighting setback equal to height**
  - **Light sources must be concealed from residential properties.**



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY



UDC SECTION 21.5.11.D Criteria for Approval

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.**

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.**



8. Continued….

- The existing General Business zoning of the subject property and adjacent properties indicates commercial intention for this area.
- The proposed use is compatible with the surrounding area.
- The proposed development would provide a transitional use by acting as a buffer for the residential portions.
- Schertz Fire, EMS, and Police Departments were notified of the Specific Use Permit request and have provided no objections.

UDC SECTION 21.5.11.D Criteria for Approval

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 City Council's Decision**

UDC SECTION 21.5.11.D Criteria for Approval

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 have ensured all UDC requirements have been met, and at this time have not received any special considerations from City Council.**

Staff Recommendation

Staff recommends approval of Ord. 24-S-147, conditioned upon the following:

- A building permit is approved within two years of the adoption of the SUP Ordinance.
- On August 7, 2024, the Planning and Zoning Commission recommended denial with a 6-1 vote.

COMMENTS AND QUESTIONS

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

Agenda No. 24.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Planning & Community Development**
Subject:	**Workshop regarding the authority of Schertz to annex near JBSA Randolph. (B.James/L.Wood/E.Delgado)**

BACKGROUND

Workshop regarding the authority of Schertz to annex near JBSA Randolph in relation to Texas Local Government Code Section 43.0117 Authority of Municipality to Annex Area Near Military Base which states:

(a) In this section, "military base" means a presently functioning federally owned or operated military installation or facility.

(b) A municipality may annex for full or limited purposes, under the annexation provisions applicable to that municipality under this chapter, any part of the area located within five miles of the boundary of a military base in which an active training program is conducted. The annexation proposition shall be stated to allow the voters of the area to be annexed to choose between either annexation or providing the municipality with the authority to adopt and enforce an ordinance regulating the land use in the area in the manner recommended by the most recent joint land use study.

Attachments

City Council Presentation Slides

JBSA-Randolph- Joint Land Use Study- 2015

Workshop Regarding the Authority of Schertz to Annex Near JBSA Randolph

EMILY DELGADO| PLANNING MANAGER

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

Background

- Texas Local Government Code Sec. 43.0117. AUTHORITY OF MUNICIPALITY TO ANNEX AREA NEAR MILITARY BASE

  (a) In this section, "military base" means a presently functioning federally owned or operated military installation or facility.

  (b) A municipality may annex for full or limited purposes, under the annexation provisions applicable to that municipality under this chapter, any part of the area located within five miles of the boundary of a military base in which an active training program is conducted. The annexation proposition shall be stated to allow the voters of the area to be annexed to choose between either annexation or providing the municipality with the authority to adopt and enforce an ordinance regulating the land use in the area in the manner recommended by the most recent joint land use study.

Because JBSA Randolph is a functioning military installation within an active training program, Schertz could utilize this provision for additional annexations within the ETJ that are within 5 miles of JBSA Randolph.

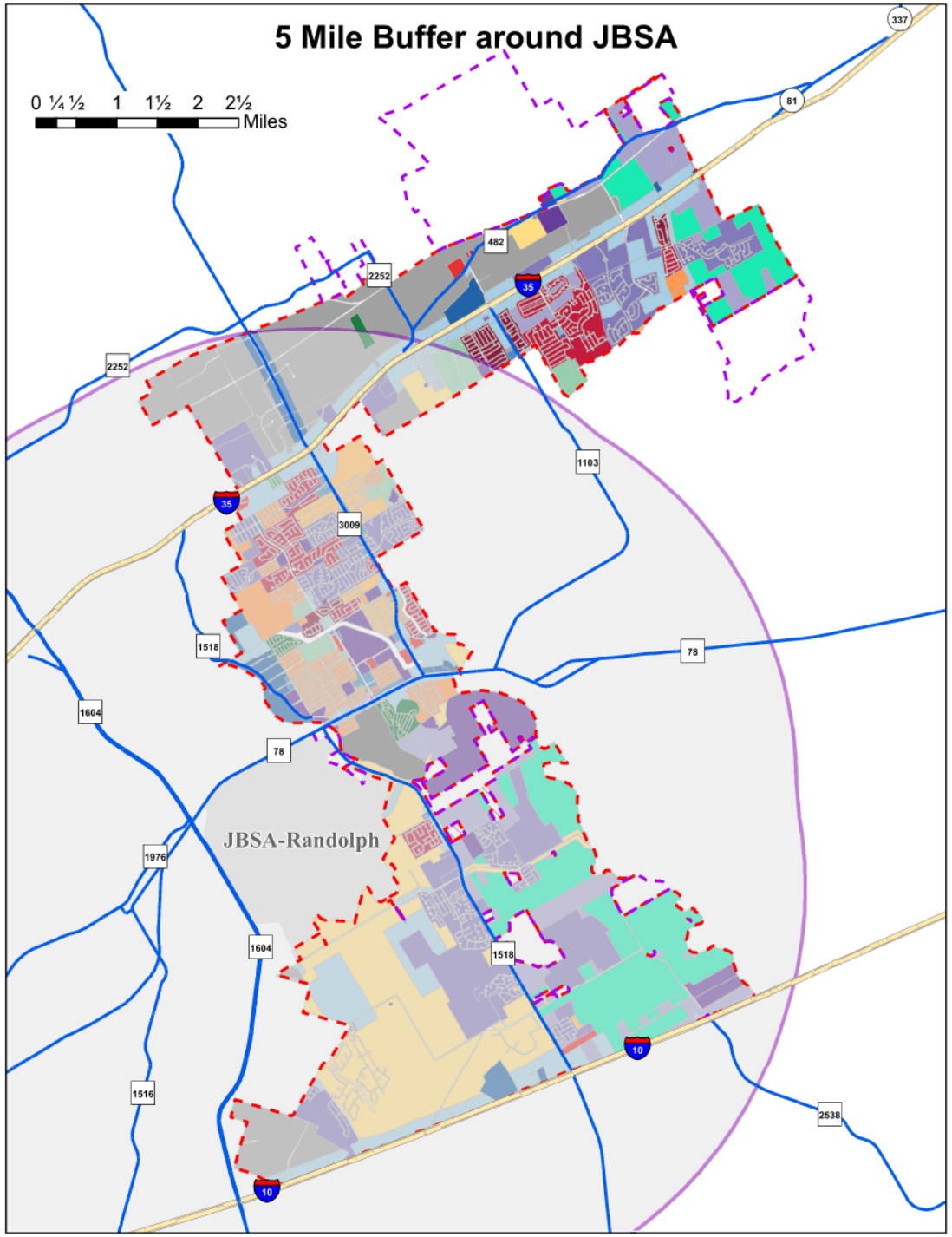
Background Continued: Texas LGC Sec. 43.0117(b)

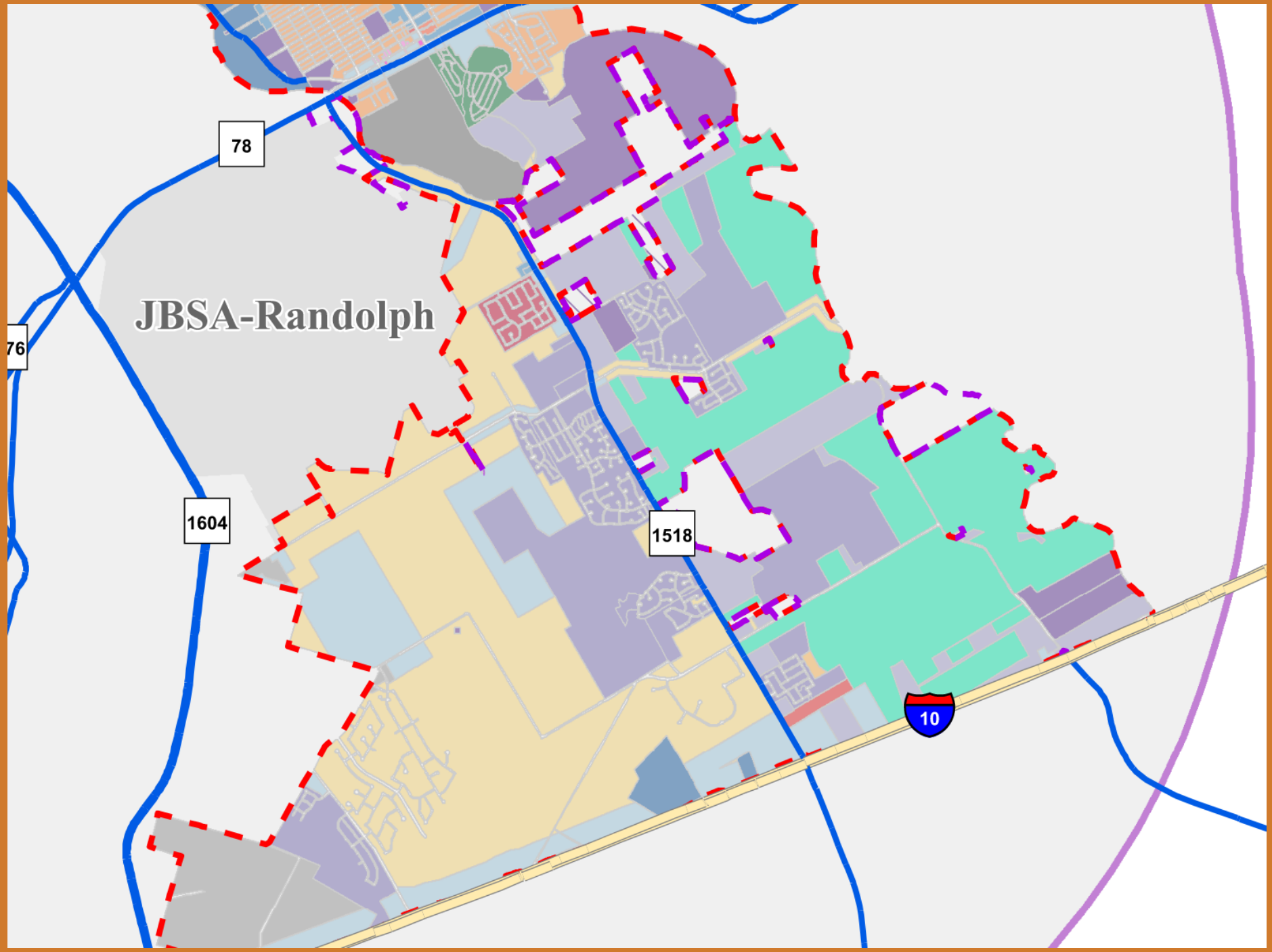
(b) A municipality may annex for full or limited purposes, under the annexation provisions applicable to that municipality under this chapter, any part of the area located within five miles of the boundary of a military base in which an active training program is conducted. The annexation proposition shall be stated to allow the voters of the area to be annexed to choose between either annexation or providing the municipality with the authority to adopt and enforce an ordinance regulating the land use in the area in the manner recommended by the most recent joint land use study.

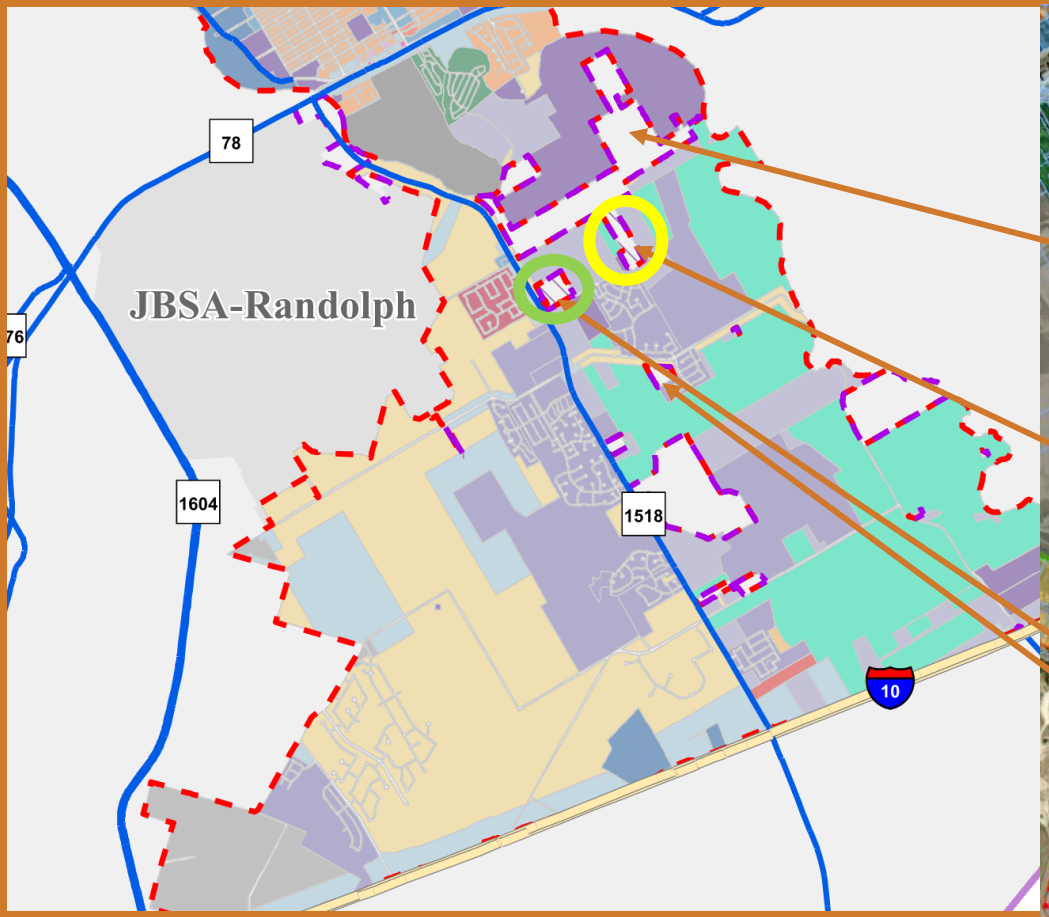
- This provision would require a special election that would be held in the spring.
- The election would include a proposition that would either fully annex, limited annex, or an Ordinance regulating land use for the properties currently in the ETJ and within 5 miles of JBSA Randolph.
- Only property owners in the area to be annexed would vote on this proposition, not everyone in the City.
- Regardless of what the individual property owner may want, which ever of those 3 options gets the most votes out of those voting will be done for every affected property.

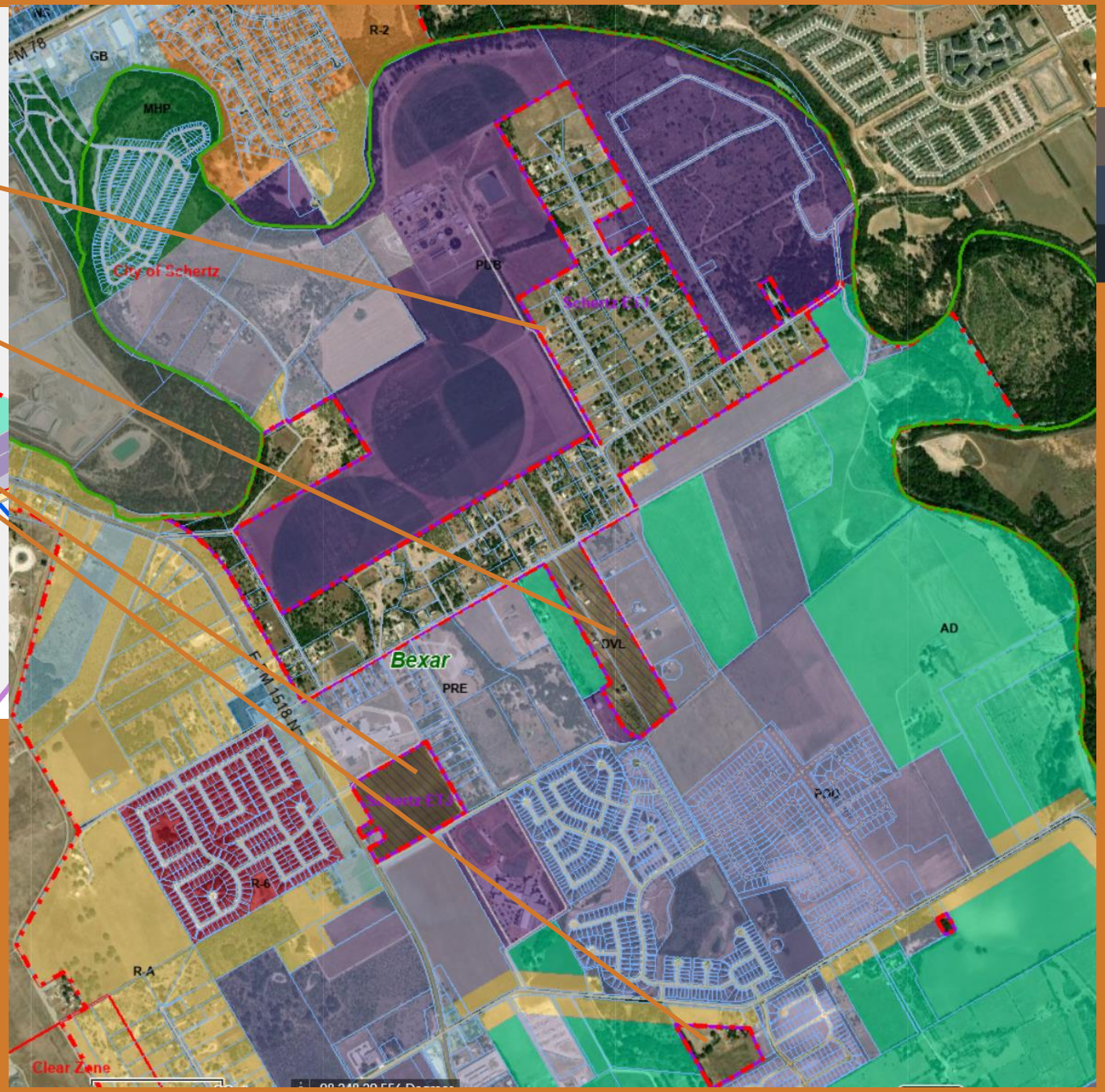
SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

(b) A municipality may annex for full or limited purposes, under the annexation provisions applicable to that municipality under this chapter, any part of the area located **within five miles of the boundary** of a military base in which an active training program is conducted. The annexation proposition shall be stated to allow the voters of the area to be annexed to choose between either annexation or providing the municipality with the authority to adopt and enforce an ordinance regulating the land use in the area in the manner recommended by the most recent joint land use study.



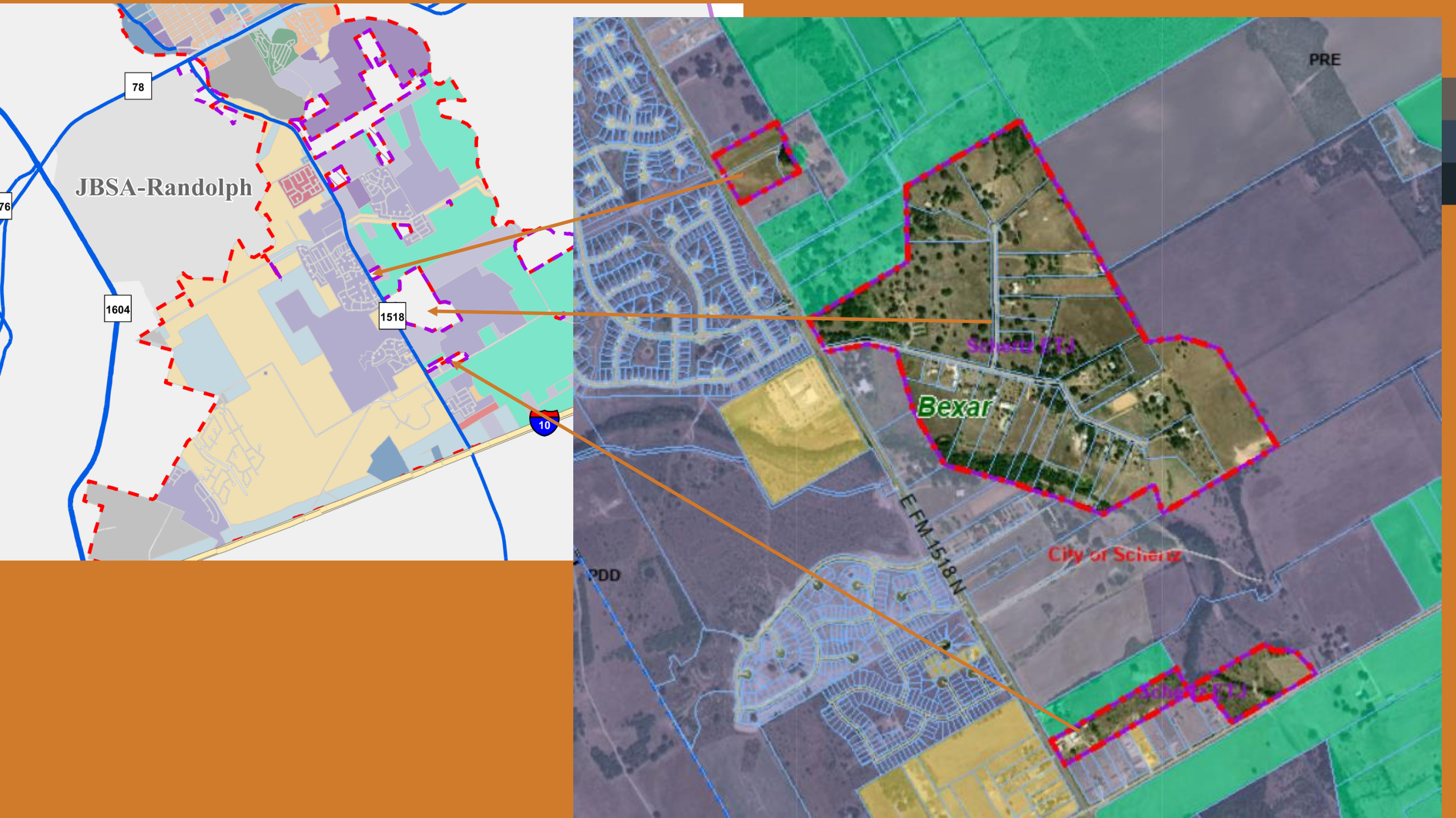

JBSA-Randolph
78
76
1604
1518
10



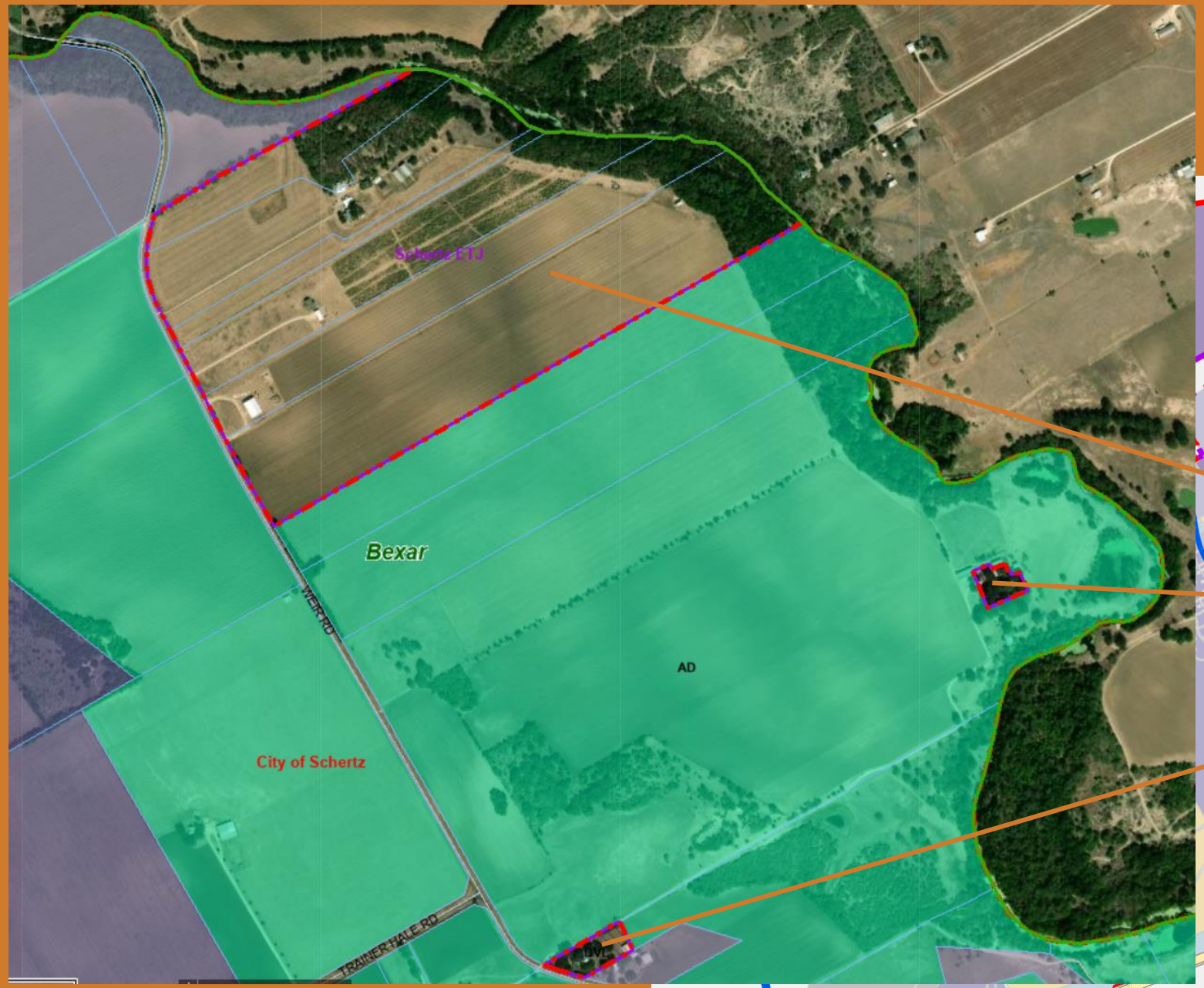


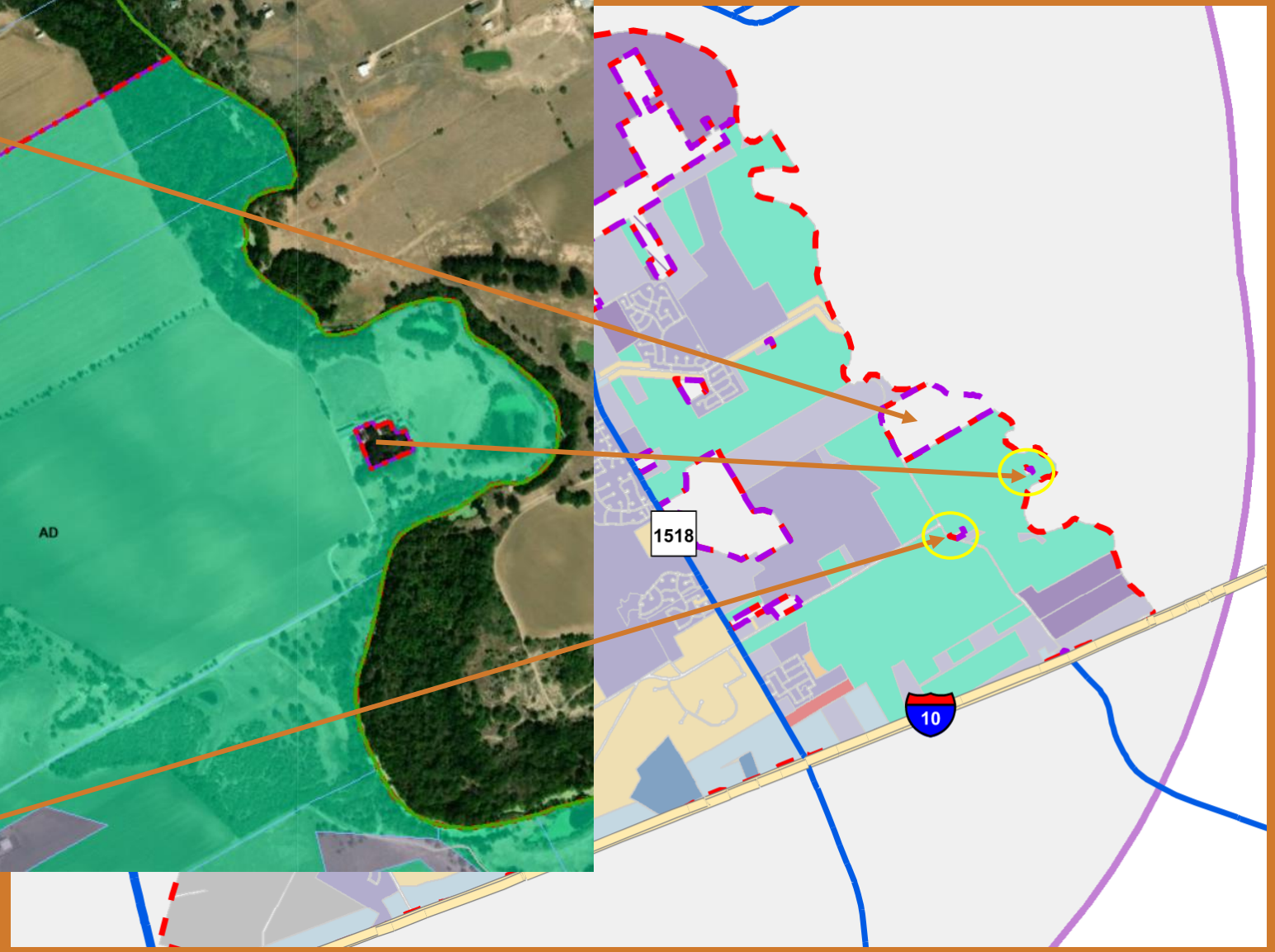
Has a valid Delayed Annexation Development Agreement that was approved via resolution 24-R-74 in July. This property will be annexed in the future and would not be part of any action under LGC Sec. 43.0117.

Has a valid Delayed Annexation Development Agreement set to expire in 2026 and then is subject to annexation. This property would not be part of any action under LGC Sec. 43.0117.


JBSA-Randolph
78
1604
1518
10
PRE
Bexar
City of Schertz
PDD

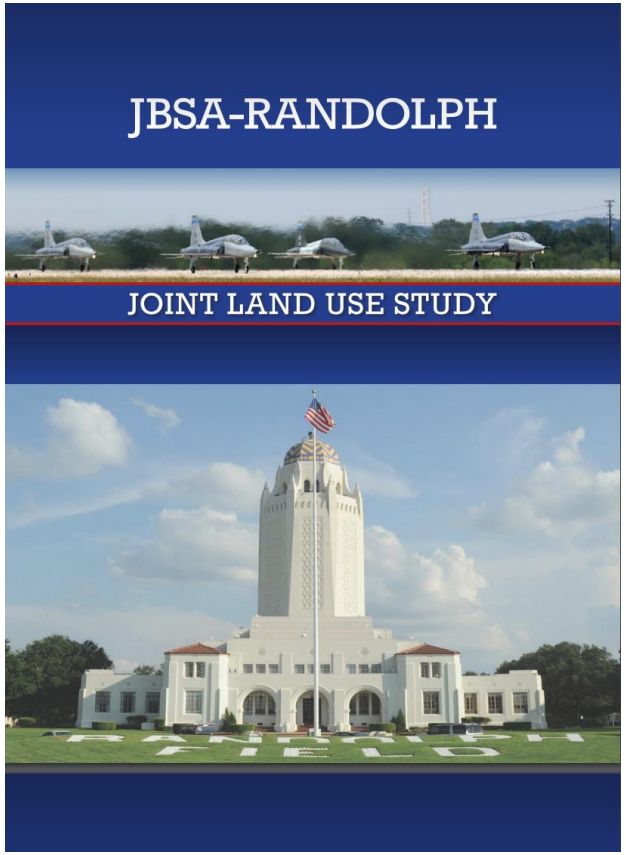
Has a valid Delayed Annexation Development Agreement as approved by City Council via Resolution 24-R-73. These properties would not be part of any action under LGC Sec. 43.0117.





Texas LGC Sec. 43.0117 Continued

(b) A municipality may annex for full or limited purposes, under the annexation provisions applicable to that municipality under this chapter, any part of the area located within five miles of the boundary of a military base in which an active training program is conducted. The annexation proposition shall be stated to allow the voters of the area to be annexed to choose between either annexation or providing the municipality with the authority to adopt and enforce an ordinance regulating the land use in the area in the manner recommended by the most recent joint land use study.



The most current Joint Land Use Study or JLUS for JBSA Randolph is from 2015. This study was a joint effort between the cities of Cibolo, Converse, Garden Ridge, Live Oak, San Antonio, Schertz, Selma, and Seguin, and the counties of Bexar and Guadalupe, and JBSA-Randolph.

A JLUS is necessary to ensure the future compatibility between land uses in surrounding communities necessary to support the continuation of the military mission at JBSA-Randolph and the increasing development occurring proximate to the installation.

Texas LGC Sec 43.0117 is specific that if the ordinance is selected via the voting process, the ordinance can only regulate the land use in the area based on the JLUS.

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

JLUS Pg 32:

Due to risk profile associated with the aircraft operations and BASH at JBSA-Randolph, the 12th Flying Training Wing has recommended restrictions on development:

- Urban development within southern APZ I of either the west or east runway is not compatible.
- Residential development of 1 house per 10 acres in a non-linear arrangement within southern APZ II of the west runway is compatible.
- Residential development of 1 house per 20 acres within southern APZ II of the west runway is compatible. Other uses in accordance with AICUZ criteria may be compatible.
- Residential development within the 65 decibel noise contour is not compatible. Residential construction in these zones presents the possibility of future training restrictions due to the sustained impact of noise on residents.

These collective factors and recommended development restrictions are critical considerations that have influenced the unique nature of the recommended strategies as they apply to the JBSA-R JLUS.

JLUS Pg 32 Breakdown:

Due to risk profile associated with the aircraft operations and BASH at JBSA-Randolph, the 12th Flying Training Wing has recommended restrictions on development:

- Urban development within southern APZ I of either the west or east runway is not compatible.
- Residential development of 1 house per 10 acres in a non-linear arrangement within southern APZ II of the west runway is compatible.
- Residential development of 1 house per 20 acres within southern APZ II of the west runway is compatible. Other uses in accordance with AICUZ criteria may be compatible.
- Residential development within the 65 decibel noise contour is not compatible. Residential construction in these zones presents the possibility of future training restrictions due to the sustained impact of noise on residents.

These collective factors and recommended development restrictions are critical considerations that have influenced the unique nature of the recommended strategies as they apply to the JBSA-R JLUS.

The first three restrictions outlined within the JLUS are specific to the APZ I and APZ II. Although the City of Schertz does have a significant amount of municipal boundary within the APZ I and the APZ II, these properties are all located within the city limits and have established zoning districts.

The properties in question within 5 miles that are still within the City of Schertz ETJ are not located within the APZ's and would not be subject to these restrictions / regulations.

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

JLUS Pg 32 Breakdown:

Due to risk profile associated with the aircraft operations and BASH at JBSA-Randolph, the 12th Flying Training Wing has recommended restrictions on development:

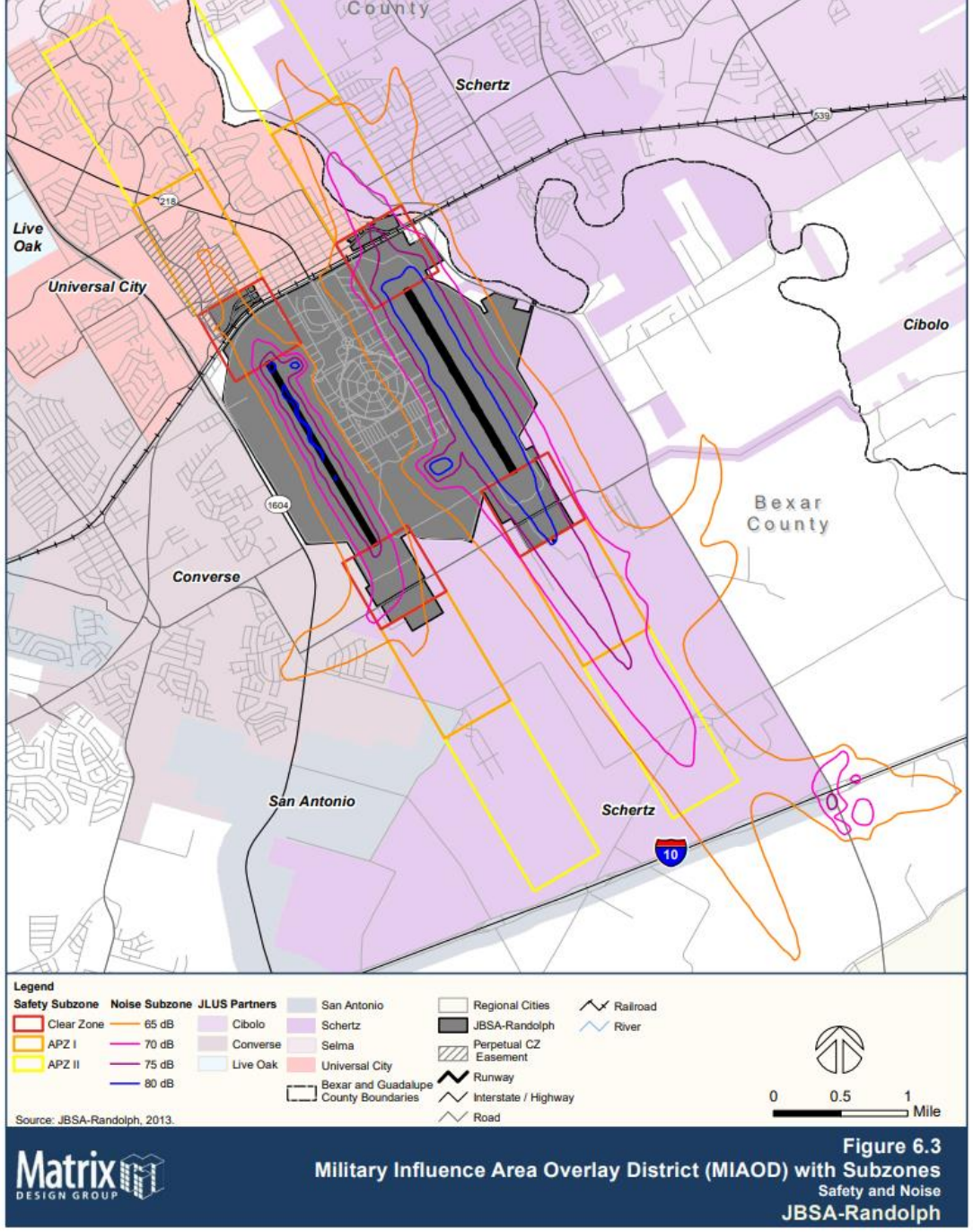
- Urban development within southern APZ I of either the west or east runway is not compatible.
- Residential development of 1 house per 10 acres in a non-linear arrangement within southern APZ II of the west runway is compatible.
- Residential development of 1 house per 20 acres within southern APZ II of the west runway is compatible. Other uses in accordance with AICUZ criteria may be compatible.
- Residential development within the 65 decibel noise contour is not compatible. Residential construction in these zones presents the possibility of future training restrictions due to the sustained impact of noise on residents.

These collective factors and recommended development restrictions are critical considerations that have influenced the unique nature of the recommended strategies as they apply to the JBSA-R JLUS.

The restriction identified here is specifically for residential development within the 65 decibel noise contour. There are properties in the ETJ that are within the 65 decibel noise contour that this could impact.

If utilizing the JLUS, residential development should not be permitted within the 65 decibel noise contour as it is not compatible.

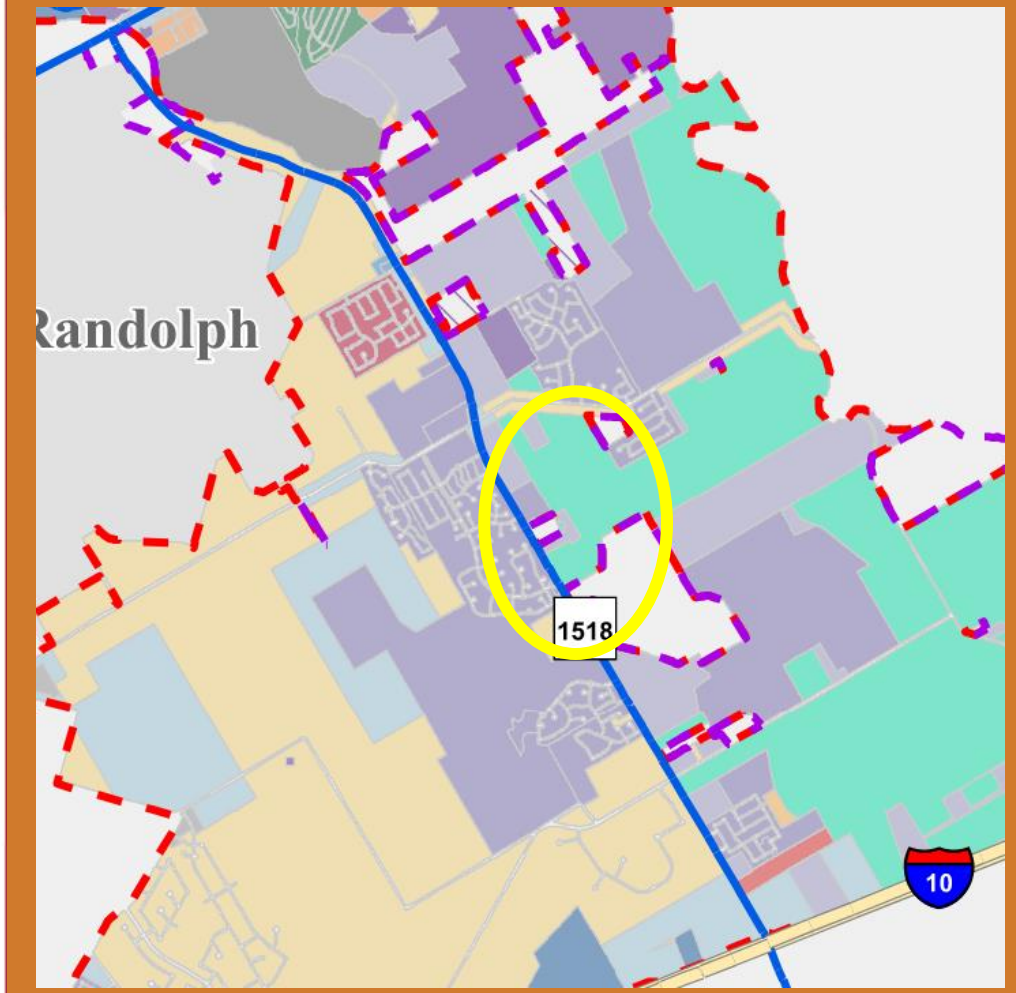
SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY



Matrix DESIGN GROUP

Figure 6.3
Military Influence Area Overlay District (MIAOD) with Subzones
Safety and Noise
JBSA-Randolph

The orange line represents the 65-decibel noise subzone, specifically those in the circled area below



JLUS Pg 33 Breakdown:

Military Influence Areas

In compatibility planning, the term "Military Influence Area" (MIA) is used to formally designate a geographic area where military operations may impact local communities, and conversely, where local activities may affect the military's ability to conduct its mission. An MIA is designated to accomplish the following:

1. Promote an orderly transition between community and military land uses so that land uses remain compatible.
2. Protect public health, safety, and welfare.
3. Maintain operational capabilities of military installations and areas.
4. Promote an awareness of the size and scope of military training areas to protect areas separate from the actual military installation (i.e., critical air space) used for training purposes.
5. Establish compatibility requirements within the designated area, such as requirements for sound attenuation and avigation easements.

JBSA-Randolph Military Influence Area Subzones

The four MIA subzones identified for JBSA-Randolph are shown on Figures 6.1, 6.2 and 6.3 and described on the following pages:

- Bird Air Strike Hazard (BASH) MIA Subzone
- Vertical Obstruction MIA Subzone
- Safety MIA Subzone
- Noise MIA Subzone

The JLUS identifies Military Influence Areas with subzones. Specifically, for JBSA-Randolph there are 4 identified that will be discussed on the next slides.

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

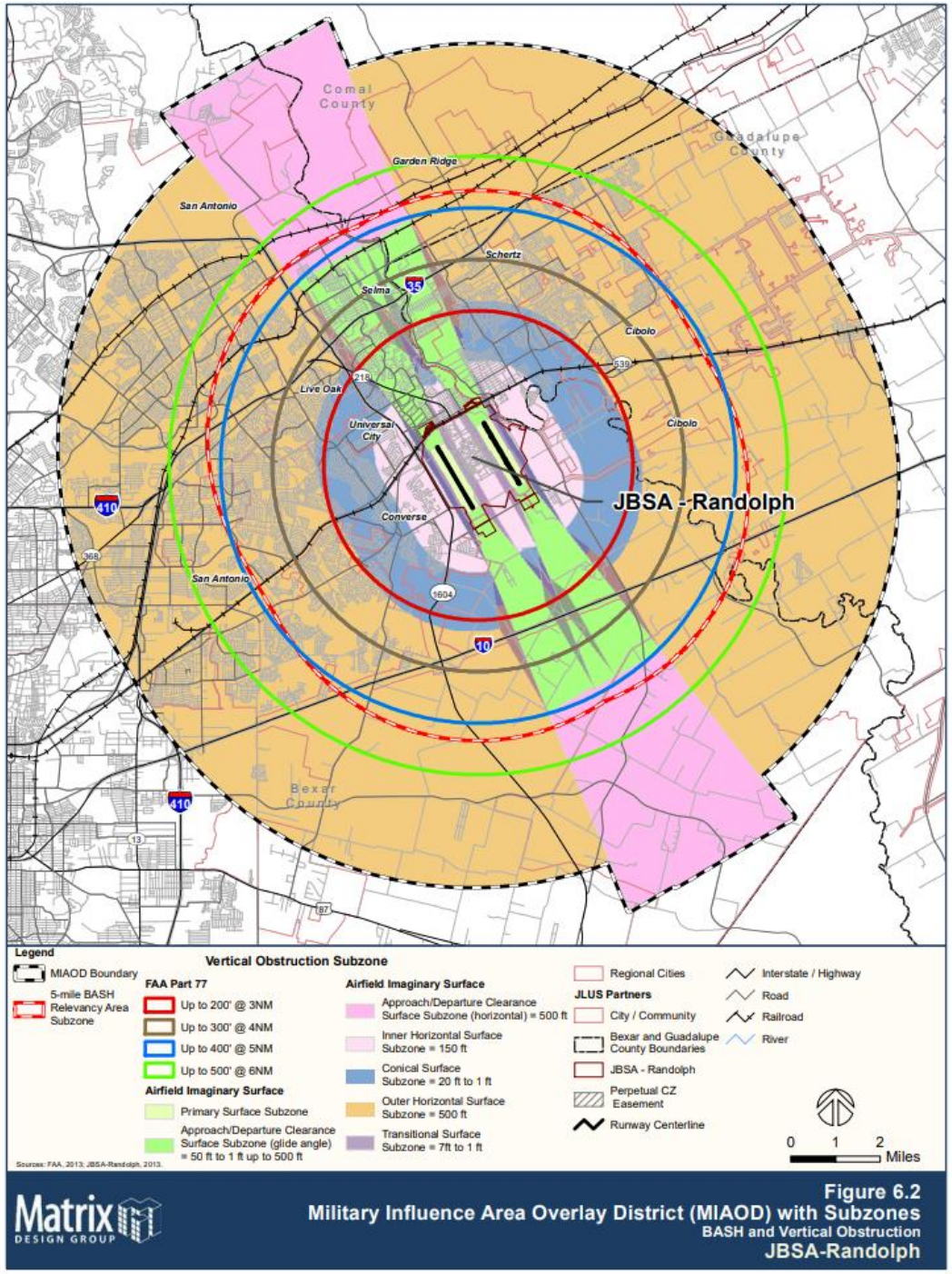
JLUS MIA Subzones- BASH

BASH Military Influence Area Subzone

The BASH MIA subzone is characterized by areas that could be affected by bird and wildlife strikes due to low-level flight operations. These operations can impact community activities and conversely, community activities could adversely affect operations in this area if not coordinated with JBSA-R. The BASH MIA subzone is illustrated in Figure 6.2.

The BASH subzone represents a 5-mile statistical relevancy area from the center of the runway recommended by the Federal Aviation Administration (FAA). Land uses in this area may be subject to additional regulations to prevent attractants of birds and wildlife that could increase the risk of safety to pilots and aircraft flying at lower speeds and altitudes.

All of Southern Schertz is within the 5 mile radius of JBSA Randolph. This means that properties in the ETJ, if the ordinance is approved, could be subject to additional requirements based on BASH. This could include not permitting certain trees and foliage that attract birds and review of detention ponds, landfills, golf course, and certain agriculture uses.



JLUS MIA Subzones- Vertical Obstruction

Vertical Obstruction Military Influence Area Subzone

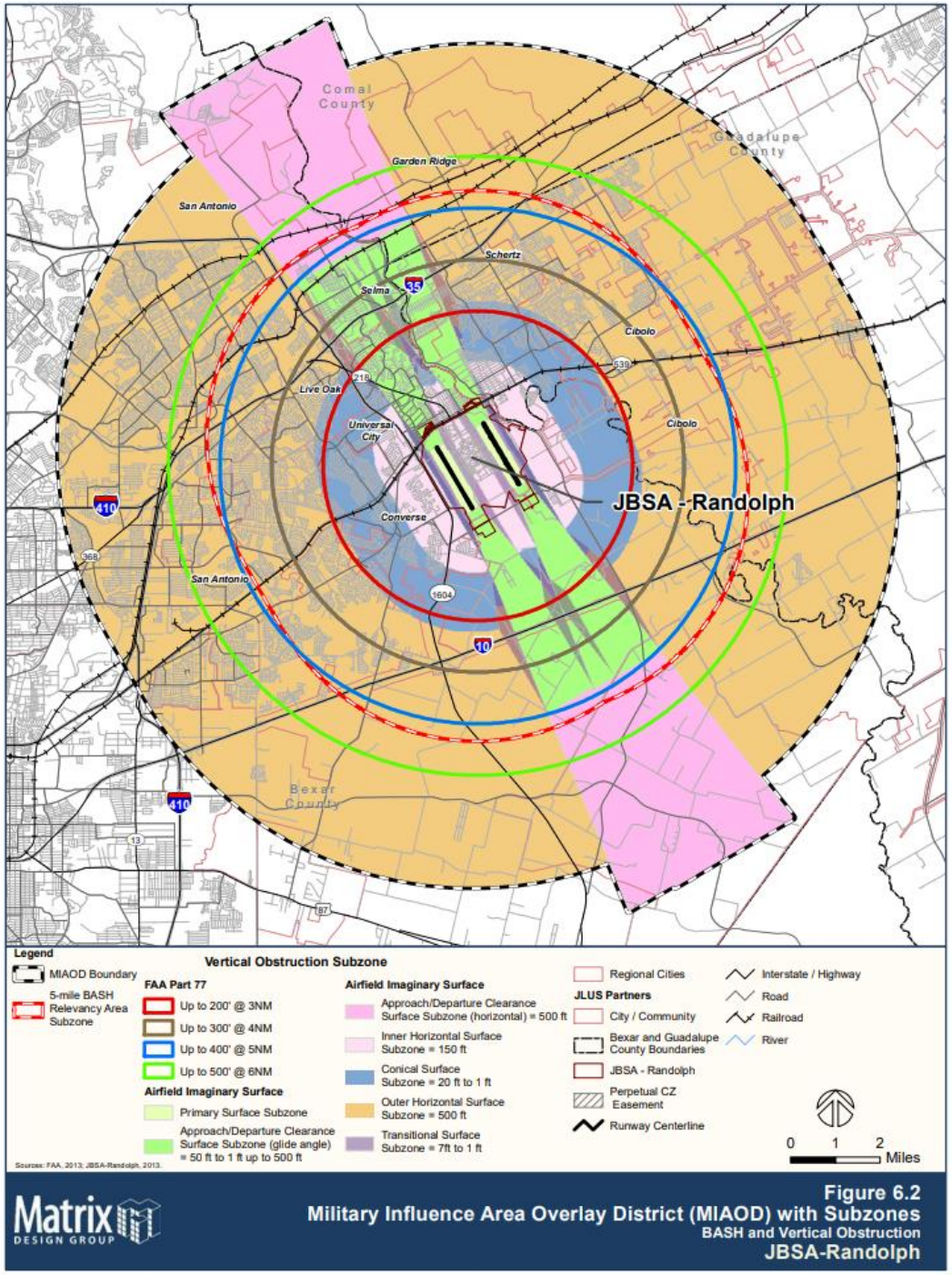
The Vertical Obstruction MIA subzone includes both the imaginary surfaces and FAA Part 77 guidance for determining vertical obstructions illustrated on Figure 6.2. This combined guidance serves to protect important flight areas for aircraft that operate out of JBSA-Randolph. Within this MIA subzone, strategies address various height restrictions to avoid vertical obstructions.

500-Foot Vertical Clearance

The 500-foot clearance zone is characterized by the vertical limits of the most expansive imaginary surface—the approach and departure clearance surface, illustrated on Figure 6.2. In this surface, for every 50 horizontal feet extending from the end of runway, development can extend one vertical foot up to 500 feet. Land uses should be coordinated with JBSA-Randolph to ensure safety to the public and pilots is of highest priority.

Based on the map to the right there are rings that extend around JBSA Randolph that identify the maximum height a structure can be based on its proximity to the base.

All properties in the ETJ, if the ordinance is approved, could be subject to building height restrictions based on their location / proximity to JBSA. The most restrictive would be a maximum height of 200 feet and increases from there. All of the ETJ properties appear to either be within the “Up to 200’ ” or the “Up to 300’ ” subzones.

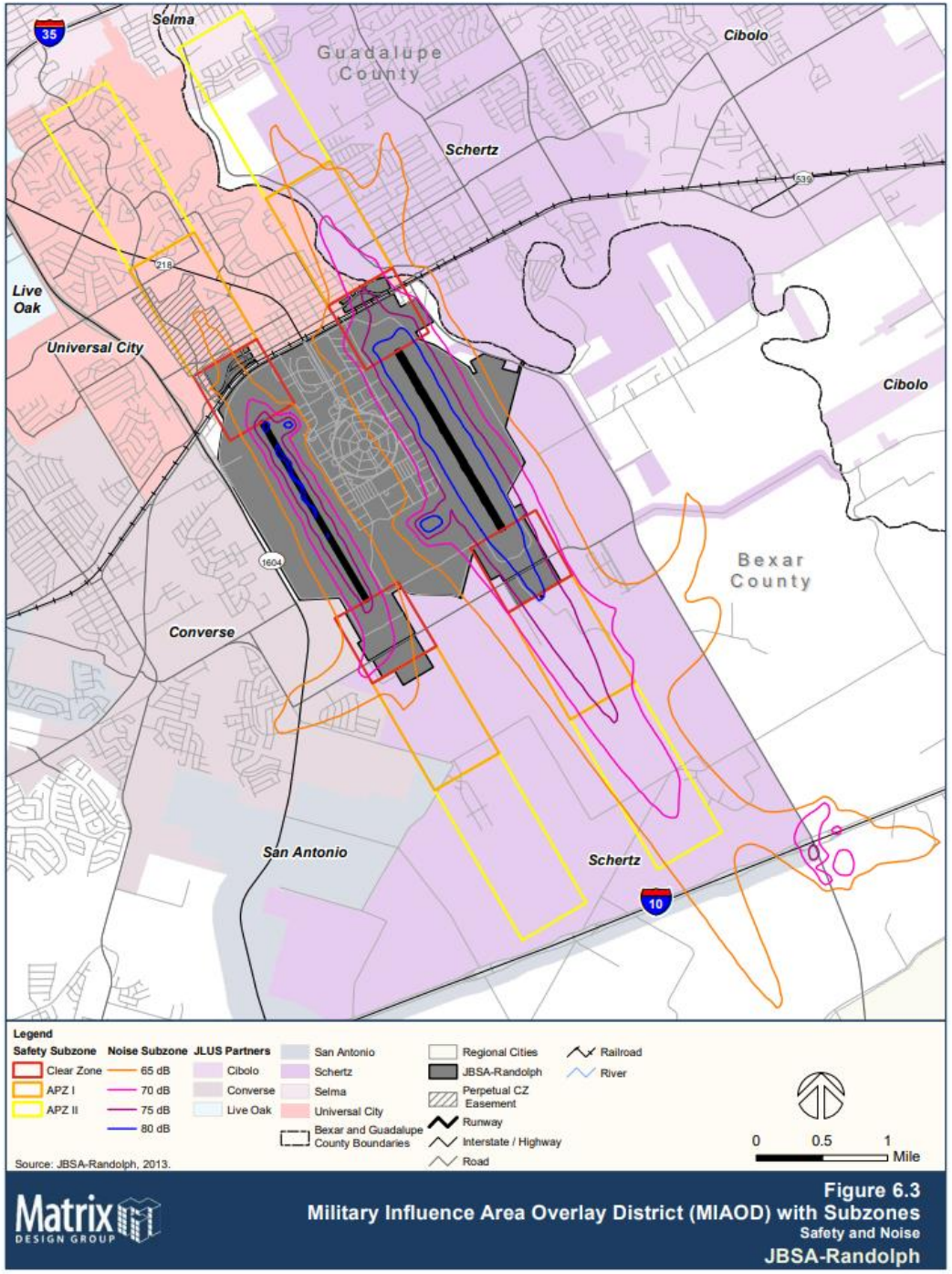


JLUS MIA Subzones- Safety

Safety Military Influence Area Subzone

The Safety MIA Subzone addresses areas that could be affected by low-speed and low-altitude aircraft associated with military training operations. As described in Chapter 3 of the Background Report, the safety zones include the Clear Zone and Accident Potential Zones I and II. These areas are characterized by a high risk for aircraft collisions due to location and types of aviation operations that occur. The size and location of these areas are illustrated in Figure 6.3. New development located within this MIA subzone may be subject to lower densities and potentially other regulations to control attractants for birds and other wildlife.

The JLUS identifies the Safety Zones as the Clear Zone, and Accident Potential Zones I and II all of which are to the west of FM 1518. The properties in the ETJ of Schertz are to the east of FM 1518, so the Safety MIA Subzone would not apply to the properties in question.



JLUS MIA Subzones- Noise

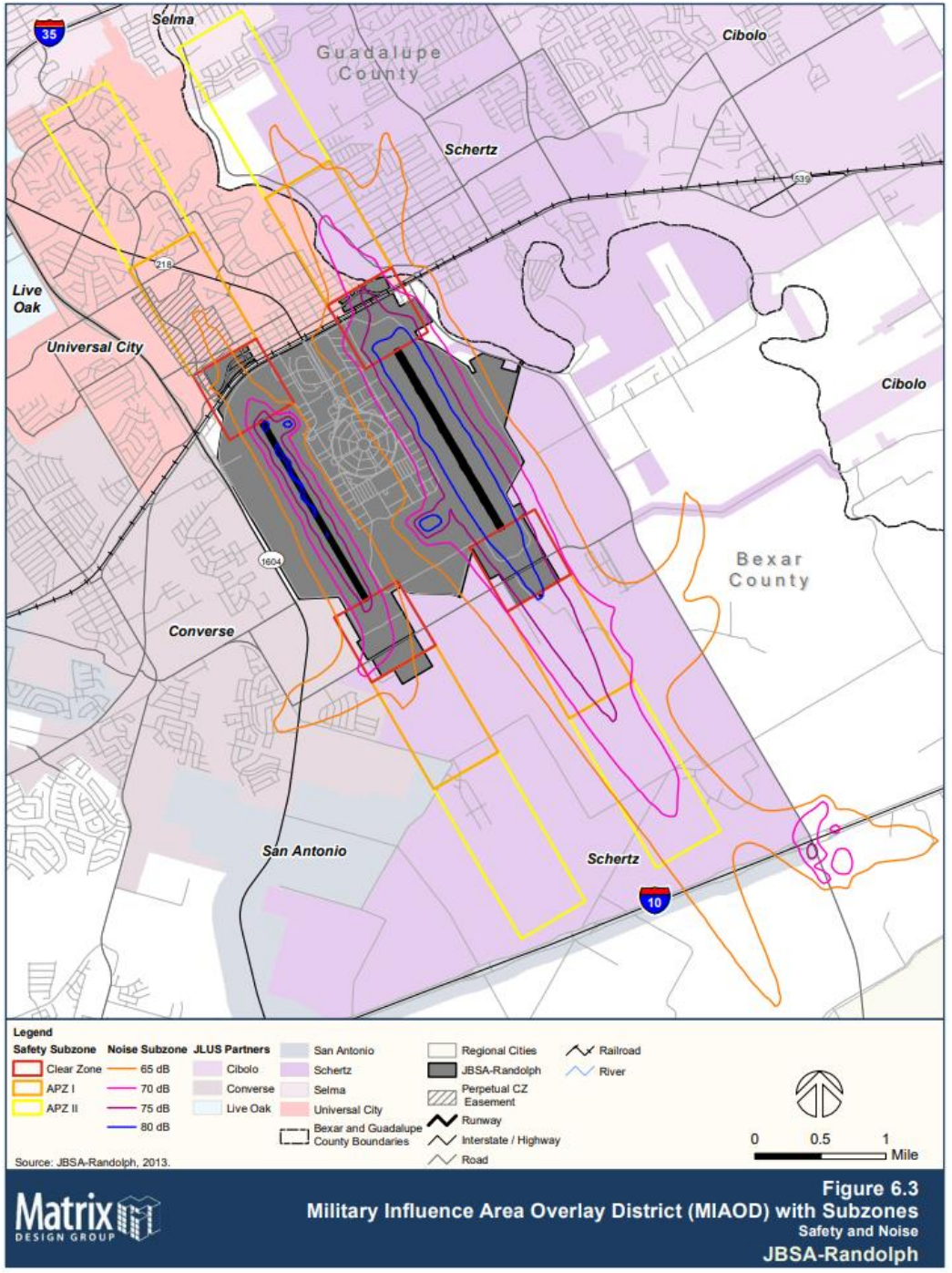
Noise Military Influence Area Subzone

The Noise MIA subzone includes all land located off installation within the 65 dB noise contour for JBSA-R. Other noise contours represent subzones for which residential development and other noise sensitive land uses within this MIA subzone may be subject to sound attenuation measures to reduce noise impacts. Figure 6.3 illustrates the Noise MIA subzone.

The Noise Contours are primarily to the south of JBSA Randolph which is already within the City of Schertz municipal boundary. There is a smaller area that extends to the east side of FM 1518 that the JLUS would have recommendations on based on the noise contour that is also within the City's ETJ.

The properties in the ETJ that are also within the 65 dB noise contour if the ordinance is approved could be subject to additional sound attenuation measures for building construction.

Additionally, per page 32 of the JLUS and previously discussed, residential development within the 65 decibel noise contour is not compatible.



Texas LGC Sec 43.0117 Continued:

- The City of Schertz meets the criteria outlined and could utilize Texas LGC 43.0117 for additional annexations or a JLUS consistent regulating ordinance.
- However, this would not be decided upon by City Council, the choice to limited or fully annex or execute an ordinance would be voted upon.
- When discussing LGC 43.0117 with our legal counsel they indicated they were unaware of another municipality that has utilized this LGC section to annex properties or adopt an ordinance based on the JLUS. However, other cities in similar situations have opted to create airport zoning regulations.

Texas LGC Sec 43.0117 Continued:

- Full Annexation: If voted upon, properties within 5 miles of JBSA Randolph within the ETJ would be fully annexed into the City of Schertz and would be subject to all ordinances and regulations similar to all other properties in the city limits.
- Limited Annexation: If voted upon, properties within 5 miles of JBSA Randolph, within the ETJ, would be annexed for limited purposes and would not be subject to all City of Schertz regulations and ordinances.
- Ordinance: If voted upon, properties within 5 miles of JBSA Randolph within the ETJ would be subject to an ordinance that would enforce restrictions solely based on the JLUS.

Current ETJ Regulations

- Currently the properties that are within the ETJ due to state law, have very little regulations / restrictions from the City of Schertz.
- Based on state law the City cannot enforce height restrictions or land use regulations based on City of Schertz ordinances or the JLUS without utilizing LGC Sec. 43.0117.
- However, the restrictions based on the JLUS would be minimal compared to full annexation into the City.
- Additionally, in communication with JBSA Randolph's representatives, based on new aircraft that will be utilized at JBSA Randolph there is an anticipated JLUS update in the future, which could provide additional restrictions that could be incorporated into the ordinance in the future.

COMMENTS AND QUESTIONS

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

JBSA-RANDOLPH



JOINT LAND USE STUDY



JBSA-RANDOLPH



JOINT LAND USE STUDY

This study was prepared under contract with Bexar County, with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of the key JLUS partners involved in the development of this study and does not necessarily reflect the views of the Office of Economic Adjustment.

JBSA – RANDOLPH

JOINT LAND USE STUDY

July 2015

Prepared for:

County of Bexar
Public Works Department
233 N Pecos-La Trinidad Street, Suite 420
San Antonio, Texas 78207
P (210) 335-1243

Prepared by:

Matrix Design Group

Please see the next page.

Executive Committee

The Executive Committee (EC) served an active and important role in providing policy direction during the development of the Joint Base San Antonio (JBSA) Randolph Joint Land Use Study (JLUS). The Executive Committee comprised the following individuals:

Tommy Adkisson, *Commissioner*
(Former)
County of Bexar

Tommy Calvert, Jr. *Commissioner*
County of Bexar

Judy Cope, *Commissioner*
County of Guadalupe

Jeannette Crabb, *Councilwoman*
City of Seguin

Phil Crane, *Representative*
Real Estate Council of San Antonio

Tom Daly, *Mayor*
City of Selma

Lloyd Doggett, *Representative, District 35*
U.S. House of Representatives

Joe Farias, *Representative, District 118*
Texas House of Representatives

Jim Fowler, *Councilman*
City of Schertz

Gilbert Gonzalez, VP of Risk Management
San Antonio Board of Realtors

Col. Gerald Goodfellow, *Commander (former)*
12th FTW, JBSA-Randolph

Roland Gutierrez, *Representative, District 119,*
Texas House of Representatives

Col. Matt Isler, *Commander*
12th FTW, JBSA-Randolph

Lisa Jackson, *Mayor*
City of Cibolo

Nadine Knaus, *Mayor Pro-Tem*
City of Garden Ridge

BG Bob Labrutta, *Commander*
502 ABW, JBSA

Ron Lozano, *Support Specialist*
FAA, Air Traffic Control Division

Ruth Jones McClendon, *Representative, District*
120, Texas House of Representatives

Robert Murdock, *Office of Military Affairs*
City of San Antonio

Tim O'Krongley, *Assistant Aviation Director*
City of San Antonio

Tim Pruski, *Representative*
Greater San Antonio Builders
Association

BGen Karen S. Rankin, *Commissioner*
USAF (Ret)
Texas Military Preparedness
Commission

Darcie Schipull, *Transportation*
Planner Texas Department of
Transportation

Greg Seidenberger, *Commissioner*
County of Guadalupe

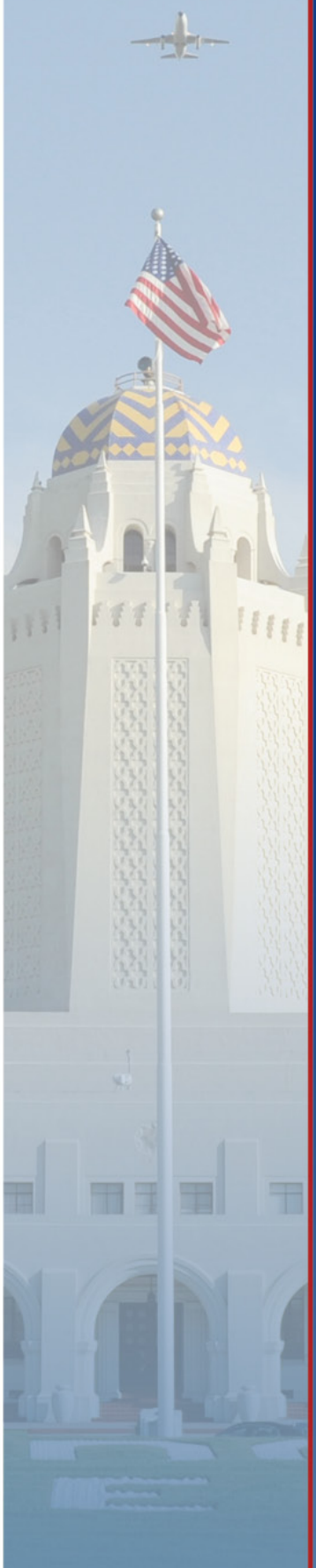
Al Suarez, *Mayor*
City of Converse

Rebecca Viagran, *Councilwoman*
District 3, City of San Antonio

Scott Wayman, *Assistant City*
Manager
City of Live Oak

John Williams, *Mayor*
City of Universal City

Jim Wolverton, *Commissioner*
County of Guadalupe



EC Alternates

Nancy Cain, *Administrator*
City of Garden Ridge

Pamela Centano, *Planning Assistant*
City of Seguin

Timothy Ginn, *Program Manager, Office of the Governor,*
Texas Military Preparedness Commission

Lisa Marie Gomez, *Director,*
District 35 U.S. House of Representatives
Texas House of Representatives

Julianna Gonzaba, *Chief of Staff,*
District 118

Deborah Hosey, *Senior Executive Secretary*
City of San Antonio

Felipe Jimenez, *Technical Director*
502 ABW, JBSA

Amy Putney, *Chief of Staff*
County of Bexar

Cavett McCrary, *Executive Assistant*
County of Bexar

Marge Reyna, *Office Manager, District 120*
Texas House of Representatives

Ken Roberts, *City Administrator*
City of Selma

Francess Randall, *Representative*
County of Guadalupe

Ryan Rocha, *Airport Operations Manager*
City of San Antonio

Angela Shields, *CEO/ President*
San Antonio Board of Realtors

Terry Trevino, *Director of Economic Development*
City of Seguin

Margaret Wallace, *Chief of Staff, District 119*
Texas House of Representatives

Advisory Committee

The Advisory (AC) served a key role in the development of the JBSA-Randolph JLUS, providing the overall technical support, review, and guidance of the study. The Advisory Committee comprised the following individuals:

Michael Barrow, *District 35*
U.S. House of Representatives

Robert Brach, *Development Services Engineer*
County of Bexar

Bob Cantu, *Chief of Staff*
City of Schertz

Billy Classen, *Representative*
Greater San Antonio Builders Association

Rick Cortes, *Assistant City Manager*
City of Seguin

Allen Dunn, *Representative*
County of Guadalupe

Arthur Emerson, *Commissioner*
Texas Military Preparedness Commission

Jesús Garza, AICP, *Office of Military Affairs*
City of San Antonio

Gabriel Gonzales, *Community Planner*
JBSA

Lt. Col. Courtney Hamilton, *12th Operations*
Support Squadron 12TH FTW, JBSA-Randolph

Robert Herrera, *City Manager*
City of Cibolo

Richard Hetzel, *Representative*
County of Guadalupe

Linda Jackson, *District 120*
Texas House of Representatives

Dawn Ann Larios, *District 119*
Texas House of Representatives

Christopher Looney, *Policy Administrator,*
Development Services, City of San Antonio

Ron Lozano, *Support Specialist*
FAA, Air Traffic Control Division

Jordan Matney, *Economic and Community*
Development Manager, City of Live Oak

John McCaw, *Councilman*
City of Garden Ridge

Michael Moore, *President*
Real Estate Council of San Antonio

John Quintanilla, Assistant *City Manager*
City of Converse

Ryan Rocha, *Airport Operations Manager*
City of San Antonio

Michele Ross, *Representative*
San Antonio Board of Realtors

Darcie Schipull, *Transportation Planner*
Texas Department of Transportation

Kim Turner, *Development Services Director*
City of Universal City

Larry Verner, *Engineer*
City of Selma

Walt Williams, Representative
County of Guadalupe

James Wimberley, *502 CES/CENPL*
JBSA

AC Alternates

Lt. Col. Robin Baldwin, *Director of Staff*
12th FTW, JBSA-Randolph

Timothy Ginn, *Program Manager,*
Office of the Governor, Texas Military Preparedness Commission

J. Landon Kane, *Representative*
Real Estate Council of San Antonio

Randy Luensmann, *Director of Public Works*
City of Universal City

Nina Nixon-Mendez, AICP, *Planning Administrator*
City of San Antonio

Kate Silvas, *Executive Director, City of Converse Economic Development Corporation*

Wiley Smith, AICP, *Community Planner*
JBSA

Lesa Wood, *Senior Planner*
City of Schertz

County of Bexar

Robert Brach, P.E., Development Services Engineer
County of Bexar Public Works

JLUS Consultant

Matrix Design Group

Celeste Werner, AICP
Project Manager

Mike Hrapla
Deputy Project Manager

Rick Rust, AICP
Technical Manager

Michele Zehr-Mora
Planning Lead

Please see the next page.

Table of Contents

Acronyms iii

1 Introduction 1

1.1 Why Prepare a JLUS 1
1.2 Economic Benefit to the Region 2
1.3 Compatibility Concerns 2
1.4 JLUS Goal and Objectives 2
1.5 JLUS Partners 2
1.6 Local Communities 3
1.7 Public Participation 3
1.8 JLUS Study Area 5

2 Community Profile 7

2.1 JLUS Community Growth Trends 7
2.2 Current Development in Adjacent Communities 9

3 Military Profile 11

3.1 JBSA-Randolph 11
3.2 JBSA-Randolph Military Mission Profile 12
3.3 JBSA-Seguin Auxiliary Airfield 17
3.4 Stinson Municipal Airport 19

4 Existing Compatibility Tools 23

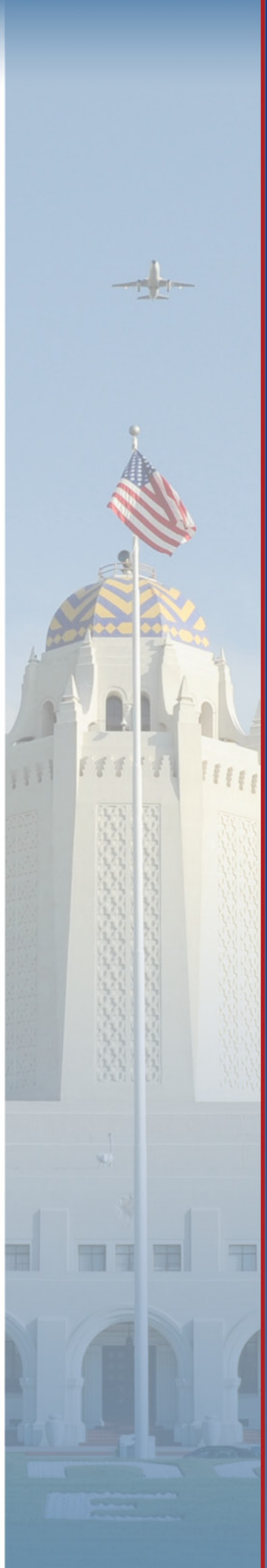
4.1 Federal Programs and Policies 23
4.2 JBSA-Randolph Tools 23
4.3 State of Texas Tools 24
4.4 Texas Local Jurisdiction Planning Tools 24

5 Compatibility Issues 25

5.1 Identification of Compatibility Issues 25
5.2 JBSA-Randolph Compatibility Issues by Factor 25

6 Implementation Plan 31

6.1 Implementation Plan 31
6.2 How to Read the Implementation Plan 43



Tables and Figures

Table 1. Population Change 2000-2010 JBSA-Randolph JLUS Study Area 8
Table 2. Population Projections 2010-2050 JBSA-Randolph JLUS Study Area 8

Figure 1. JLUS Study Area 4
Figure 2. Military Footprint Composite JBSA-Randolph 13
Figure 3. Special Use Airspace JBSA-Randolph 14
Figure 4. Military Footprint Composite JBSA-Seguin Auxiliary Airfield 18
Figure 5. Military Footprint Composite Stinson Municipal Airport 20
Figure 6.1. Military Influence Area Overlay District (MIAOD) and Subzones Composite JBSA-Randolph 35
Figure 6.2. Military Influence Area Overlay District (MIAOD) with Subzones JBSA-Randolph 36
Figure 6.3 Military Overlay District (MOD) with Subzones JBSA-Randolph 37
Figure 7.1. Military Influence Area Overlay District (MIAOD) with Subzones JBSA-Seguin Auxiliary Airfield 39
Figure 7.2. Military Influence Area Overlay District (MIAOD) with Subzones JBSA-Seguin Auxiliary Airfield 40
Figure 7.3 Military Influence Area Overlay District (MIAOD) with Subzones JBSA-Seguin Auxiliary Airfield 41
Figure 8.1 Military Influence Area Overlay District (MIAOD) and Subzones Composite Stinson Municipal Airport 43
Figure 8.2 Military Influence Area Overlay District (MIAOD) with Subzones Stinson Municipal Airport 44
Figure 9. JBSA-Randolph JLUS Strategy Key 46

* * *

A

A-	Alert Area
AC	Advisory Committee
Acq	Acquisition
AAFES	Army and Air Force Exchange Service
AE	Alternative Energy Development
ABW	Air Base Wing
AFB	Air Force Base
AGL	above ground level
AICUZ	Air Installation Compatible Use Zone
AHOD	Airport Hazard Overlay District
APZ	Accident Potential Zone
AT	Anti-Terrorism / Force Protection
ATCT	Air Traffic Control Tower
AT/FP	Anti-Terrorism / Force Protection

B

BASH	Bird Aircraft Strike Hazard
BRAC	Base Realignment and Closure

C

CCLUA	Controlled Compatible Land Use Area
CFR	Code of Federal Regulations
CIP	Capital Improvement Program
COM	Communication / Coordination
Comm	Communication and Coordination
CPS	City Public Service Energy
CY	Calendar Year
CZ	Clear Zone

D

dB	decibel
Disc	Real Estate Disclosures
DOD	Department of Defense
DNL	Day-night level
DSS	Dust, Smoke and Steam

E

EC	Executive Committee
ETJ	Extraterritorial Jurisdiction

F

FAA	Federal Aviation Administration
FAR	Floor to Area Ratio
FM	Farm to Market
FTW	Flying Training Wing
FY	fiscal year

G

GIS	Geographic Information System

H

HA	Housing Availability
Hab	Habitat Conservation Tools
HQ	Headquarters

I

I	Interstate
IE	Infrastructure Extensions
IFR	instrument flight rule

J

JAZB	Joint Airport Zoning Board
JBSA-Randolph	Joint Base San Antonio-Randolph
JBSA-Seguin	Joint Base San Antonio-Seguin Auxiliary Airfield
JLUS	Joint Land Use Study

L

LAS	Land, Air and Sea Space Competition
LEG	Legislative Initiatives
Leg	Legislative Tools
LG	Light and Glare
LU	Land Use

M

MAOZ	Military Airport Overlay Zone
MIA	Military Influence Area
MIAOD	Military Influence Area Overlay District
MOA	Military operating area
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MSL	mean sea level
MTR	Military Training Route

N

NGO	Nongovernmental Organization
NV	Noise and Vibration

O

OEA	Office of Economic Adjustment
OFA	Object Free Area
OFZ	Obstacle Free Zone

R

RA (R-)	Restricted Airspace
RC	Roadway Capacity
RECSA	Real Estate Council of San Antonio
RPZ	Runway Protection Zone
RSA	Runway Safety Area

S

SABOR	San Antonio Board of Realtors
SAF	Safety Zones
SAWS	San Antonio Water System
SIP	Strategic Impact Plan
SH	State Highway
SR	Slow speed low altitude training route
STC	Sound Transmission Class
SUA	Special Use Airspace

T

TSDC	Texas State Data Center
TX	Texas
TXDOT	Texas Department of Transportation

U

UDC	Unified Development Code
U.S.	United States
USAF	United States Air Force

V

VO	Vertical Obstructions
VFR	visual flight rule

W

WQQ	Water Quality/ Quantity

Z

Zon	Zoning Ordinance / Subdivision Regulations

Please see the next page.

The Joint Base San Antonio-Randolph (JBSA-Randolph) Joint Land Use Study (JLUS) is a joint effort between the cities of Cibolo, Converse, Garden Ridge, Live Oak, San Antonio, Schertz, Selma, and Seguin, and the counties of Bexar and Guadalupe, and JBSA-Randolph. The JLUS was undertaken in an effort to guide planning and development in local jurisdictions surrounding JBSA-Randolph, JBSA-Seguin Auxiliary Airfield (JBSA-Seguin), and the Stinson Municipal Airport (Stinson). JBSA-Randolph is a flying training wing asset in the United States Air Force and the Air Education Training Command. Because these activities are vital to continuing the military mission at JBSA-Randolph, the land used for the activities must be protected. Landowners with property near JBSA-Randolph, JBSA-Seguin,Stinson, and residents and businessowners on property surrounding these facilities must also be protected from adverse impacts that could occur due to training activities performed at these facilities. Joint planning efforts on the part of the local governments and JBSA-Randolph will establish recommended strategies that will equally protect all interested parties.

The JLUS for JBSA-Randolph has resulted in a set of strategy recommendations in the areas of legislation, policy, planning and zoning, coordination and communication, acquisition, and outreach. A set of strategies was provided to address each JBSA-Randolph Compatibility Factor. Priorities were set initially to help determine when the strategies would be implemented, either within two years, five years, or longer than five years. One of the key recommendations is the formation of a JLUS Implementation Task Force that will be responsible for overseeing implementation in the months and years following the JLUS completion. The recommended strategies are outlined in more detail in Chapter 6 of this report. Additionally, a Background Report was prepared in conjunction with the JLUS that details the compatibility issues and process integral to the development of the strategies.

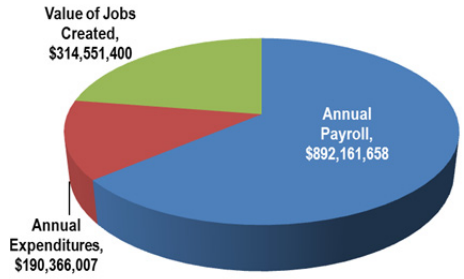
These recommendations address the need for increased coordination and communication between JBSA-Randolph, local governments, regional agencies, and the public. They also seek to address public health, safety, and welfare, and protection of quality of life in the areas surrounding JBSA-Randolph and its sub-facilities. The collaborative spirit of the JLUS is an effective starting point for a continued collaborative planning and communication effort between all involved parties.

1.1 Why Prepare a JLUS?

A JLUS is necessary to ensure the future compatibility between land uses in surrounding communities necessary to support the continuation of the military mission at JBSA-Randolph and the increasing development occurring proximate to the installation. JBSA-Randolph is one of the three noncontiguous installations that comprise Joint Base San Antonio located in Bexar County. JBSA-Randolph is home to the 12th Flying Training Wing (FTW) whose primary mission is to provide basic pilot training and instructor pilot training to airmen. In addition, JBSA-Randolph is Headquarters for Air Education Training Command (AETC) whose mission is to develop airmen of today and tomorrow through various education disciplines and training activities.

1.2 Economic Benefit to the Region

In addition to being a critical flying training asset in the United States Air Force (USAF), JBSA-Randolph is also an important economic engine contributing to the local and regional economies through annual payroll, annual expenditures, and value of jobs created. The JLUS assists in preserving the continued economic benefit that JBSA-Randolph provides. In 2012, JBSA-Randolph generated over $1.3 billion in local and regional economic impact and supported and served over 17,000 personnel. The $1.3 billion in impact is broken down into three categories: annual payroll at $892.1 million, annual expenditures (i.e. contracts and operations and maintenance) procured at $190.3 million, and value of jobs created at $314.5 million.



1.3 Compatibility Concerns

At JBSA-Randolph, the compatibility concerns relate to the growing population and expansion of developed land taking place in the incorporated communities surrounding the Joint Base. Over the past 10 years, the local communities surrounding JBSA-Randolph have increased by 60 percent from a base population of nearly 82,000 (from the communities surrounding the base and facilities excluding the City of San Antonio) to over 131,000 by the year 2010. While the regional area is expected to grow at a slow, steady rate for the next 20 years, the areas surrounding the base are growing rapidly. Such growth has the potential to cause development and infrastructure to be located in areas that are adjacent to or proximate to JBSA-Randolph. While adjacent development exists in various locations along the installation perimeter, without proper oversight and guidance, this continued pattern of development could unintentionally jeopardize the USAF's ability to train its airmen, especially in newer aircraft systems.

1.4 JLUS Goal and Objectives

The goal of the JBSA-Randolph JLUS is to protect the viability of current and future military training operations, while simultaneously guiding community growth, sustaining the environmental and economic health of the region, and protecting public health, safety, and welfare. To achieve this goal, three primary JLUS objectives were identified:

- Understanding. Convene community and military representatives to identify, confirm, and understand compatibility issues in an open forum, taking into consideration both community and JBSA-Randolph perspectives and needs. This includes public awareness, education, and input organized into a cohesive outreach program.
- Collaboration. Encourage cooperative land use and resource planning among JBSA-Randolph and the surrounding communities so that future community growth and development are compatible with the training and operational missions at JBSA-Randolph seeking ways to reduce operational impacts on adjacent land proximate and within the study area.
- Actions. Provide a set of mutually supported tools, activities, and procedures from which local jurisdictions, agencies, and JBSA-Randolph can select, prepare, and approve / adopt and use to implement the recommendations developed during the JLUS process. The actions include both operational measures to mitigate installation impacts on surrounding communities and local government and agency approaches to reduce community impacts on military operations.

1.5 JLUS Partners

As highlighted in the objectives stated previously, the JBSA-Randolph JLUS process was designed to create a locally relevant study that builds consensus and obtains support from the various stakeholders involved. To

achieve the stated JLUS goal and objectives, the planning process included a public outreach program that utilized a variety of opportunities for interested parties to contribute to the development of the study.

Stakeholders include individuals, groups, organizations, and government entities interested in, affected by, or affecting the outcome of the JLUS project. An early step in any planning process is the identification of stakeholders. Informing or involving them early in the project is essential in the identification of their most important issues to address and resolve through the development of integrated strategies and measures. Stakeholders identified for the JBSA-Randolph JLUS included, but were not limited to, the following:

- JBSA-Randolph and JBSA personnel;
- Local jurisdictions (cities, counties and metropolitan planning organizations);
- Other partner agencies and organizations, such as local, regional, and state planning, regulatory, and land management agencies; landholding and regulatory federal agencies; landowner and realty associations; and other special interest groups (including local educational institutions and school districts);
- The general public, including residents and landowners.

These groups of stakeholders played a critical role in the development of the JBSA-Randolph JLUS and Background Report. Their input provided comprehensive, technical guidance relevant to their jurisdiction's policies, regulations, culture, and values. The JBSA-Randolph stakeholder groups helped shape the various strategies identified in this document.

1.6 Local Communities

This JLUS could not have been possible without the effort provided by the 11 communities participating in this study illustrated on Figure 1:

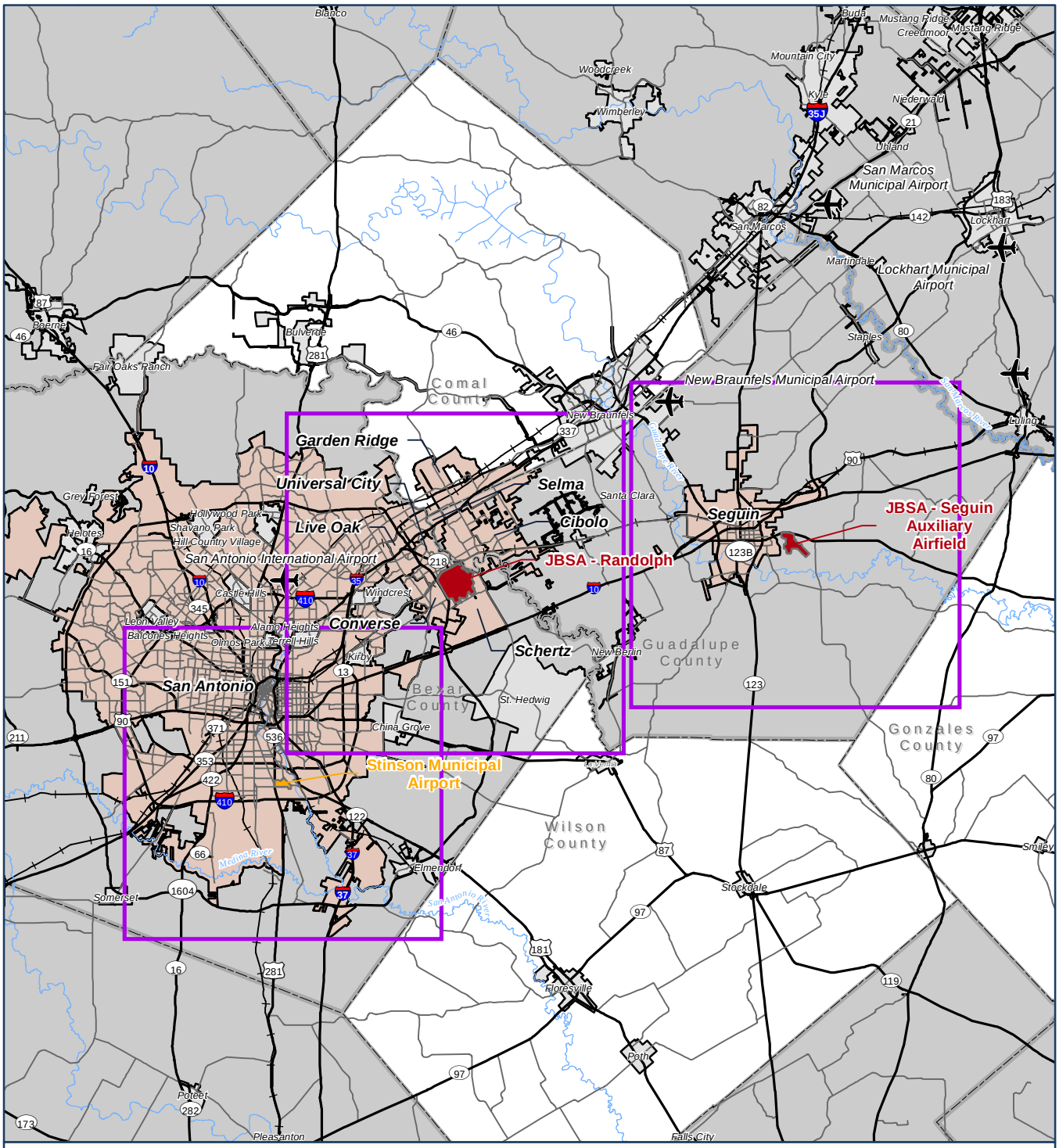
- Bexar County
- City of Converse
- City of Garden Ridge
- City of Live Oak
- City of San Antonio
- City of Schertz
- City of Selma
- City of Universal City
- Guadalupe County
- City of Cibolo
- City of Seguin

In addition to the partners listed above, the JBSA-Randolph JLUS partnered with other agencies and organizations that provide a state, regional and / or community perspective. These partners brought to the study a vast, expert knowledge base in varying disciplines, including regional transportation practices, natural resources, and local "on-the-ground" perspective relevant to the unique land features and land ownership patterns. A complete listing of affiliated stakeholder groups that played a vital role in the development of the JBSA-Randolph JLUS includes:

- Federal Aviation Administration (FAA)
- Greater San Antonio Builders Association
- Real Estate Council of San Antonio
- San Antonio Board of Realtors
- Texas House of Representatives, District 118
- Texas House of Representatives, District 119
- Texas House of Representatives, District 120
- Texas Military Preparedness Commission
- U.S. House of Representatives, District 35
- Texas Department of Transportation

1.7 Public Participation

The general public was instrumental in the development of the JLUS and strategies by providing their perspective and feedback, both in public workshops and through the use of the interactive project website (www.jbsa-randolphjlus.com). During the development of the JLUS, three public workshops and one public hearing were held to solicit public input on the direction and content of the JLUS.



Legend

- JLUS Study Area
- JBSA - Randolph and JBSA - Seguin
- Stinson Municipal Airport
- County
- JLUS City Partners
- Regional Cities
- JLUS County Partners
- County
- River
- Railroad
- Interstate / Highway
- Road
- Public Airport

0 5 10 Miles

Source: TNRIS, 2013.

Matrix DESIGN GROUP

Figure 1
JLUS Study Area

JLUS Committees

Two committees, comprising city, county, military, and other partner agencies and organizations, guided the development of the JBSA-Randolph JLUS:

Executive Committee (EC). This committee was responsible for leading the direction of the JLUS; its members are listed in the Acknowledgements section of this report.

JLUS Advisory Committee (AC). The AC identified and addressed technical issues, provided feedback on report development, and assisted in the development and evaluation of implementation strategies. The AC members are listed in the Acknowledgements section of this report.

1.8 JLUS Study Area

The JBSA-Randolph JLUS Study Area was designed to encompass all lands and operational areas of JBSA-Randolph locations and use areas that may impact current or future military operations or be impacted by these operations.

JBSA-Randolph is located in northeastern Bexar County, Texas, situated outside the San Antonio city limits, and is surrounded by several small municipalities: the City of Universal City to the north; the City of Schertz to the northeast, east and south; and the City of Converse to the west. The areas north and west of the installation are urbanized, while the area south and east of the installation are predominantly agricultural and open space with pockets of residential subdivisions.

JBSA-Seguin is a sub-installation of JBSA-Randolph and is located one mile east-southeast of the City of Seguin along U.S. Route 90 (US-90). The City of Seguin is characterized as a rural and agriculture-friendly municipality located 30 miles east of JBSA-Randolph along the Interstate-10 and US-90 corridor.

Stinson Municipal Airport is owned and operated by the City of San Antonio. It is situated in San Antonio City Council District 3, just south of downtown and is open to public use. It is approximately 33 miles south-southwest of JBSA-Randolph proper and is contracted by the Department of Defense (DOD) to enable flying training exercises.

The area around Stinson Municipal Airport is characterized by portions of residential development and open and park space. Figure 1 illustrates the overall JBSA-Randolph JLUS study area.

Please see the next page.

The Joint Land Use Study (JLUS) study area includes three distinct and separate locations all within south-central Texas. Joint Base San Antonio-Randolph (JBSA-Randolph) is northeast of the City of San Antonio and is located between Interstates 10 and 35 in Bexar County. JBSA-Seguin Auxiliary Airfield (JBSA-Seguin) is located about 30 miles east of JBSA-Randolph, just south of Interstate-10 (I-10) in Guadalupe County. Stinson Municipal Airport, which is owned and operated by the City of San Antonio, is located in the southeast sector of San Antonio in City Council District 3, just west of I-37.

The present setting and character of the three areas within the overall study area are both, urban and rural. The area surrounding JBSA-Randolph includes both developed and undeveloped lands. The northern and western areas adjacent to the installation are primarily developed including residential, commercial, and industrial uses. The east and south areas of JBSA-Randolph are characterized by more rural land including agricultural, open / undeveloped, and low-density or rural residential uses.

The San Antonio metropolitan area is host to a diverse local economy and is a regional center for retail, business, and manufacturing. Several significant economic drivers exist throughout the JLUS Study Area, including the Caterpillar engine assembly plant in Seguin; the Hanson Quarry in Garden Ridge; and the San Antonio Military Medical Center in San Antonio. The diverse economy within the San Antonio metropolitan area comprises several industries including healthcare, retail, accommodation, administration, finance and insurance, construction, and manufacturing. These industries reflect the major economic development sectors found throughout the region. The suburban communities have diverse economies, but also rely on JBSA-Randolph for local economic support.

2.1 JLUS Community Growth Trends

Recent population growth has brought significant development to the study area. Every jurisdiction, with the exception of the cities of San Antonio and Seguin, experienced growth rates higher than those of the State of Texas and Bexar County, with the City of Selma growing by over 600 percent in the last decade. Additionally, the cities of Converse, Cibolo, Garden Ridge, and Schertz all experienced substantial growth due to the outward expansion from the central core of San Antonio and general expansion within these cities. Table 1 shows the population change from 2000 to 2010 and notes the percent change in the 10 years.

Despite this being a large, urbanized area, the majority of land in Bexar County is developed characterized by one major city, the City of San Antonio, numerous other cities, towns and military bases. This urbanized area encompasses 656 square miles within Bexar County, while the unincorporated area covers 600 square miles. JBSA R and Stinson Municipal Airport are located entirely within the county while JBSA-S is located in neighboring Guadalupe County.

Currently, the area within Guadalupe County continues to experience growth and, in recent years, a diversified economy and population boom. Manufacturing supported over 6,000 jobs in Guadalupe County in 2009, generating $1.62 billion. Caterpillar built a $170 million manufacturing plant in the City of Seguin, which supports 1,400 jobs in the area. The county's population has experienced a dramatic increase in recent years and had a 2010 population of 131,533. This population is largely clustered in or around Schertz, Cibolo, Seguin, and, to a small extent, the peripheries of New Braunfels and San Marcos.



The balance of Guadalupe County remains unchanged from earlier times and is primarily rural and agricultural.

Table 1. Population Change 2000-2010 JBSA-Randolph JLUS Study Area

Jurisdiction	2000	2010	Percent Change
State of Texas	20,851,820	25,145,561	21%
Bexar County	1,392,931	1,714,773	23%
City of Converse	11,508	18,198	58%
City of Garden Ridge	1,882	3,259	73%
City of Live Oak	9,156	13,131	43%
City of San Antonio	1,144,646	1,327,407	16%
City of Schertz	18,694	31,465	68%
City of Selma	788	5,540	603%
City of Universal City	14,849	18,530	25%
Guadalupe County	89,023	131,533	48%
City of Cibolo	3,035	15,349	406%
City of Seguin	22,011	25,175	14%

Source: Census.gov, 2000, 2010.

Future Population Projections

The Texas State Data Center (TSDC) prepared three projection scenarios for forty year population growth estimates for the State of Texas and all counties within its jurisdiction. The estimates included Bexar and Guadalupe counties, which are included in the study area. The TSDC included a background of the methodology used to prepare the three projection scenarios and provided recommendations regarding the use of each scenario's data set. The three data sets focused on a "Zero Migration Scenario", a "One-Half 2000-2010 Migration (0.5) Scenario", or a "2000-2010 Migration (1.0) Scenario". Matrix employed the recommendation for use of the "One-Half 2000-2010 Migration (0.5) Scenario" by the TSDC in so far as the TSDC noted that the "0.5 scenario continues to be the most appropriate scenario for most counties for use in long-term planning." These 0.5 migration projections are identified in Table 2.

These projections demonstrate a continued rate of growth in the State of Texas, Bexar County, and Guadalupe County. Although this information is not specific to the JLUS study area, it is helpful as it substantiates other growth projections and helpful in understanding regional growth trends.

Source: Texas State Data Center, Projections of the Population of Texas and Counties in Texas by Age, Sex and Race/Ethnicity for 2010-2050, Nov 2012JLUS Community Economic Trends

Table 2. Population Projections 2010-2050 JBSA-Randolph JLUS Area

Jurisdiction	2010	2020	2030	2040	% Change
State of Texas	25,145,561	28,921,650	32,927,245	37,022,513	47%
Bexar County	1,714,773	1,974,041	2,231,550	2,468,254	44%
Guadalupe County	131,533	160,265	192,682	225,850	72%

Source: Texas State Data Center, Projections of the Population of Texas and Counties in Texas by Age, Sex and Race/Ethnicity for 2010-2050, November 2012

2.2 Current Development in Adjacent Communities

A few of the communities within the JBSA-Randolph JLUS Study Area are located directly adjacent to JBSA-Randolph. These communities include the cities of Converse, Schertz, and Universal City. Development pressures extending from these adjacent jurisdictions can impact JBSA-Randolph operations and vice versa the military operations can impact the communities' ability to develop. The cities of Cibolo, Garden Ridge, Live Oak, San Antonio, and Selma, comprise the other communities included in the study area, which are proximate or adjacent to Converse, Schertz and Universal City and can absorb development from the adjacent communities or create additional impacts for the installation. Otherwise, the City of Seguin is located proximate to JBSA-Seguin and the City of San Antonio is located proximate to the Stinson Municipal Airport (Stinson).

City of Converse

The City of Converse while mostly developed, hired a firm to develop a plan for the city's 1604 Corridor to expand upon its amenities offered to its residents and visitors. The development is proposed for the city's eastern / southeastern boundary along the alignment of Loop 1604. This area encompasses both incorporated land and proposed future extraterritorial jurisdiction (ETJ). This corridor development is outlined in the 1604 Commercial Corridor Study and provides a variety of uses and amenities to the city's residents and visitors including but not limited to a healthcare / medical zone, several retail zones, and open space and recreational opportunities. The proposed development would be considered the gateway for the community and provide another foundation for the city's economic base.

Source: 1604 Commercial Corridor Study, Aug 2013

City of Schertz

According to the City of Schertz's Comprehensive Land Plan, the city witnessed a large amount of residential and industrial growth from 2000 to 2010 and expects continued growth in both sectors. The plan noted that the residential and industrial growth is occurring more in northern areas of Schertz when compared to the southern areas, since the southern areas face development challenges. Future constraints for continued residential and industrial growth include available land, flood plain, and the recommended land use guidelines to develop property located within the JBSA-R airfield safety zones and noise contours. Schertz has some concerns about sprawl and looks to the implementation of Smart Growth techniques, i.e., traditional neighborhood development, transit-oriented development, conservation subdivision techniques / cluster zoning, and planned unit, to grow efficiently.

Source: City of Schertz Comprehensive Land Plan, undated

City of Universal City

The main retail corridor through the City of Universal City is State Highway (SH) 218, Pat Booker Road, which provides the greatest development opportunity within the city. In the 2008 Universal City Comprehensive Plan, the city identified redevelopment and infill as the major means to obtain housing growth. The city zoned the areas along Pat Booker Road for retail and commercial services and has increased the density of its neighborhoods to medium-density zoning in many of the areas along the highway. Furthermore, the city's zoning ordinance includes three overlay districts: redevelopment, aviation district, and campus, in addition to the Randolph compatible use zone overlay, which will provide more flexible requirements to assist in developing these areas.

Sources: Universal City Comprehensive Plan 2008-2013; Universal City Zoning Ordinance

City of Cibolo

The City of Cibolo includes a large amount of ETJ area south of the incorporated city area. This ETJ extends south past I-10, abutting the City of San Antonio's ETJ, and east along I-10, abutting the City of Seguin's ETJ. The recent rapid population growth is likely to spur development and increase the rate of annexation. The ETJ area along I-10 is expected to provide an important development thoroughfare and contribute to the overall growth within the area.

The city has currently zoned much of the annexed area between SH 539 and I-10 as rural residential, while the areas closer to I-10, along Bolton Road and Main Street Extension, are zoned for commercial, commercial / industrial, single-family residential and mixed use land uses.

These areas of concentration support the city's goals of expanding business development, industrial parks, and retail development to diversify the city's economy.

Sources: City of Cibolo – Update to the Master Plan, 2005; City of Cibolo Economic Development website homepage, accessed Oct 2013; City of Cibolo Future Land Use and Thoroughfare Map, 2013; City of Cibolo Overall Annex Map, July 9, 2013; Seguin City Limits / ETJ map, undated

City of Garden Ridge

The City of Garden Ridge is bound to the north and west by the City of San Antonio's ETJ, to the east by New Braunfels' and Schertz's ETJ, and to the south by Schertz's incorporated area. Current development is limited by the location of the active quarry, in the middle of the city. The city expects that the quarry will conclude operations in approximately 25 years. At that time, Garden Ridge expects to convert the property to 1,490 residential lots. Until such time the quarry operations cease, land cannot be developed. The zoning within the city is currently split into an even mix of single-family residential / residence-agriculture and industrial land uses.

Sources: City of Garden Ridge, Ordinance 13-102008 (zoning), Dec 3, 2008; City of Garden Ridge, Existing Zoning map, undated; City of Garden Ridge, 2009 Water Master Plan & Impact Fee Analysis

City of Live Oak

The City of Live Oak is bound to the north and west by the City of San Antonio's incorporated area, to the south by the San Antonio ETJ and the City of Converse, and to the east by the cities of Universal City and Selma. The city supports goals for infill development and increased density development. The city seeks to incorporate varied density mixed uses with retail elements in neighborhood-type residential developments. This mixed use redevelopment is one of the city's future land use recommendations; others include encouraging unique mixed-use non-residential development and protecting prime retail property for the highest use development. The city also seeks to capitalize on its location at the intersection of I-35 and Loop 1604 by furthering development of the business district in the area through redevelopment and infill.

Sources: Future Land Use Plan, City of Live Oak Comprehensive Plan 2022, undated; City of Live Oak, Texas, Zoning Map, Jul 2008

City of San Antonio

To further the city's long-term viability and growth, the City of San Antonio has identified supporting military installations as one of their Comprehensive Master Plan major goals, and supporting military missions and operations as one of their Annexation Policy statements. The City's ETJ and incorporated areas are located north, west, and south of JBSA-Randolph, but both are physically separated from JBSA-Randolph by the cities of Selma, Live Oak, Converse, and Schertz. The city's incorporated areas have been largely zoned for single-family residential uses with adjoining / nearby park and open space uses. Given the significant single-family residential development occurring in the cities between San Antonio and JBSA-Randolph, similar growth is likely to occur in the area controlled by the City of San Antonio.

Sources: City of San Antonio Comprehensive Master Plan Framework, 2011; City of San Antonio Future Land Use Plan, I-10 East Perimeter Plan Update, 2008

City of Selma

The City of Selma is bound to the north by the City of San Antonio's ETJ, to the east by the City of Schertz, to the south by the City of Universal City, and to the west by the City of Live Oak. In 2005, approximately one-quarter to one-third of Selma was undeveloped, vacant land. Since then, several single-family residential developments have been constructed as well as multi-family residential; office; hotel, i.e., a Holiday Inn Express; and both large, i.e., a Costco, and small retail development.

Source: City of Selma, 2005-2020 Comprehensive Development Plan Volume I, Jun 2007

To appropriately develop and assess compatibility issues for the JBSA-Randolph JLUS, it is critical to understand the military operations and activities associated with JBSA-Randolph missions and how those operations interface with nearby communities. This chapter provides a brief overview of the mission operational footprint for JBSA-Randolph, JBSA-Seguin, and Stinson.

JBSA-Randolph is located in Bexar County, Texas about 15 miles northeast of downtown San Antonio. The installation is near major transportation corridors including Interstate 35 (I-35), I-10, and Loop 1604 and rail operated by Union Pacific. Neighboring, developed communities include the City of Converse to the west, the City of Universal City to the north, and the City of Schertz, which wraps around JBSA-Randolph extending from the installation's northeast corner to the installation's southwest corner. In addition, there are other communities that are proximate to the aforementioned cities including Cibolo, Garden Ridge, Live Oak, and Selma.

3.1 JBSA-Randolph

The installation covers 2,894 acres and supports numerous activities and buildings that support the mission. These include facilities and uses associated with airfield operations; industrial / maintenance; administration; community commercial, i.e., Army and Air Force Exchange Service (AAFES), and community service, i.e., chapel; medical; housing; outdoor recreation; and open space / water.

Source: General Plan Randolph AFB, TX (undated)

Military Strategic Importance

JBSA-Randolph is a critical asset to the DOD and provides flying training to student and instructor pilots. Test and evaluation of aviation-related training systems is also conducted as part of the overall mission. JBSA-Randolph not only trains pilots and instructor pilots, the base is also home to major headquarters within the United States Air Force (USAF) including Air Education and Training Command, a major command in the USAF responsible for all education and training of today's airmen, Headquarters (HQ) Air Force Personnel Center, and HQ Air Force Recruiting Service.

In addition to being a critical flying training wing in the USAF and a home to several AF HQs, JBSA-Randolph provides over $1.3 billion in economic impact to both local and regional economies. This impact is comprised of three components: annual payroll, annual expenditures, and value of jobs created. Moreover, JBSA comprised of JBSA-Randolph, JBSA-Lackland, and JBSA-Fort Sam Houston / Camp Bullis, in Bexar County provides over $27.7 billion in economic impact to the region. These figures not only demonstrate the economic importance of JBSA to the region, but demonstrate that JBSA-Randolph is a significant component of the local economy.



Military Operations

The 12th Flying Training Wing (FTW), the host unit at JBSA-Randolph, conducts training for instructor pilots, combat systems officers and introduction to fighter fundamentals student pilot training. Pilot training is performed in the T-6A Texan II, T-38 Talon, and T-1A Jayhawk aircraft. Flight operations in support of the 12th FTW mission are conducted 260 days annually. These operations are conducted during the day and generally limited to the hours between 7:00 a.m. and 6:00 p.m. Night operations, i.e., from 10:00 p.m. to 6:00 a.m., are rare exceptions and require coordination with and approval from the 12th FTW Operations Group in accordance with the JBSA-R Noise Management Plan.



T-38C Talon aircraft. Photo courtesy of JBSA-Randolph.

Aside from flight operations conducted by aircraft based at JBSA-Randolph, other military aircraft occasionally utilize the airfield at the installation. These operations are considered transient operations and have steadily decreased over the years with 1,124 operations in calendar year (CY) 2010 and 314 operations as of July 2013 for CY13. Transient operations are accepted up to 312 days per year – in contrast to the 260 days provided to the 12th FTW for training. In addition to flying training mission, the 12th FTW provides repair or replacement of external parts on aircraft engines from aircraft at JBSA-R and other AF installations.

Future Operations

To enable the US Air Force to train in a new two-seat jet trainer, the USAF T-X program will begin in 2017 and is expected to be fully operational by 2023. The T-X aircraft will replace the T-38 Talon as the T-38 Talon fleet is over 43 years old. The new T-X aircraft is a faster two-seat jet that will enable sustained high-G operations, aerial refueling, night vision imaging systems operations, air-to-air intercepts, and data-link operations. This aircraft will be more advanced regarding the information systems capability of the aircraft as opposed to the T-38 aircraft. With this advanced technology, the T-X aircraft is more likely to have a larger noise footprint than its counterpart the T-38. This could have increased impacts on the communities in the vicinity of the JBSA-Randolph airfield.

3.2 JBSA-Randolph Military Mission Profile

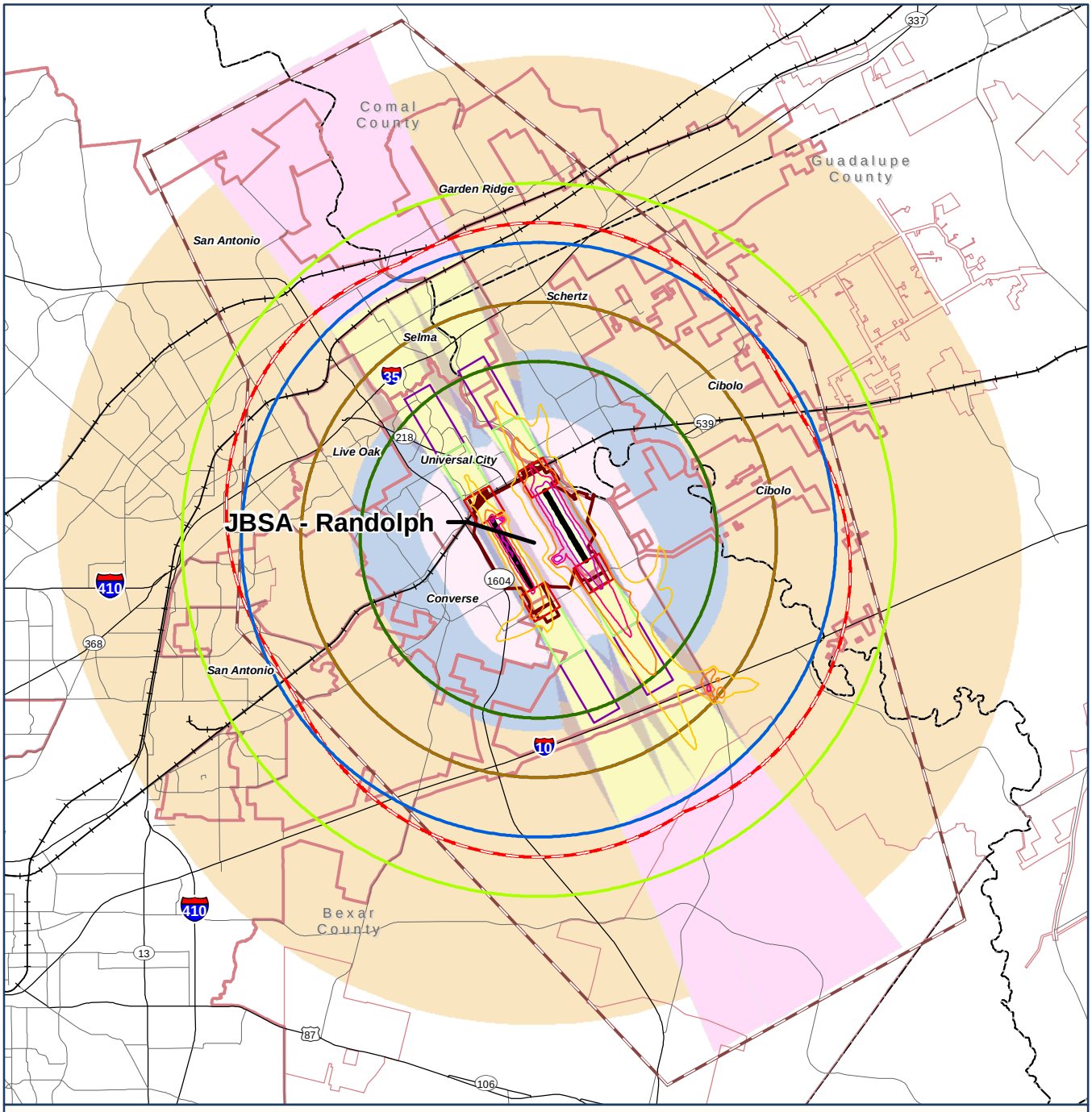
The JBSA-Randolph mission profile is composed of various footprints that are associated with the mission. These components are either tangible meaning that they are either physically seen and / or heard or intangible meaning that they exist within space without being seen or heard. One example of a tangible footprint is noise associated with aircraft activity; one example of an intangible component is the flight path that an aircraft follows. These tangible and intangible footprints comprise the mission profile. Oftentimes, the profile is not contained within the confines of the military installation; noise, for example, does not stop at the fence line. The mission profile can potentially affect areas adjacent to or near the installation. Conversely, some development activities occurring in communities such as residential or commercial development within or adjacent to a military installation (depending on location) have a potential to adversely impact aircraft operations.

The JBSA-Randolph mission footprints are both localized and regional in nature. Localized footprints are shown in Figure 2 and include:

- Accident Potential Zones
- Noise Contours
- Bird and Wildlife Air Strike Hazard (BASH)
- Vertical Obstructions
- Imaginary Surfaces

Regional footprints are illustrated in Figure 3 and include:

- Military Training Routes (MTRs)
- Military Operating Areas (MOAs)
- Restricted Airspace



Legend

Airfield Imaginary Surface
- Primary Surface
- Approach/Departure Clearance Surface (glide angle) = 50 ft to 1 ft up to 500 ft
- Approach/Departure Clearance Surface (horizontal) = 500 ft
- Inner Horizontal Surface = 150 ft
- Conical Surface = 20 ft to 1 ft
- Outer Horizontal Surface = 500 ft
- Transitional Surface = 7ft to 1 ft

- 5-mile BASH Relevancy Area
- Special Use Airspace (Alert Area A-635)

Noise Contour (dB)
- 65
- 70
- 75
- 80

FAA Part 77
- Up to 200' @ 3NM
- Up to 300' @ 4NM
- Up to 400' @ 5NM
- Up to 500' @ 6NM

Accident Potential Zones
- Clear Zone
- APZ I
- APZ II

- Regional Cities

JLUS Partners
- City / Community
- Bexar and Guadalupe County Boundaries

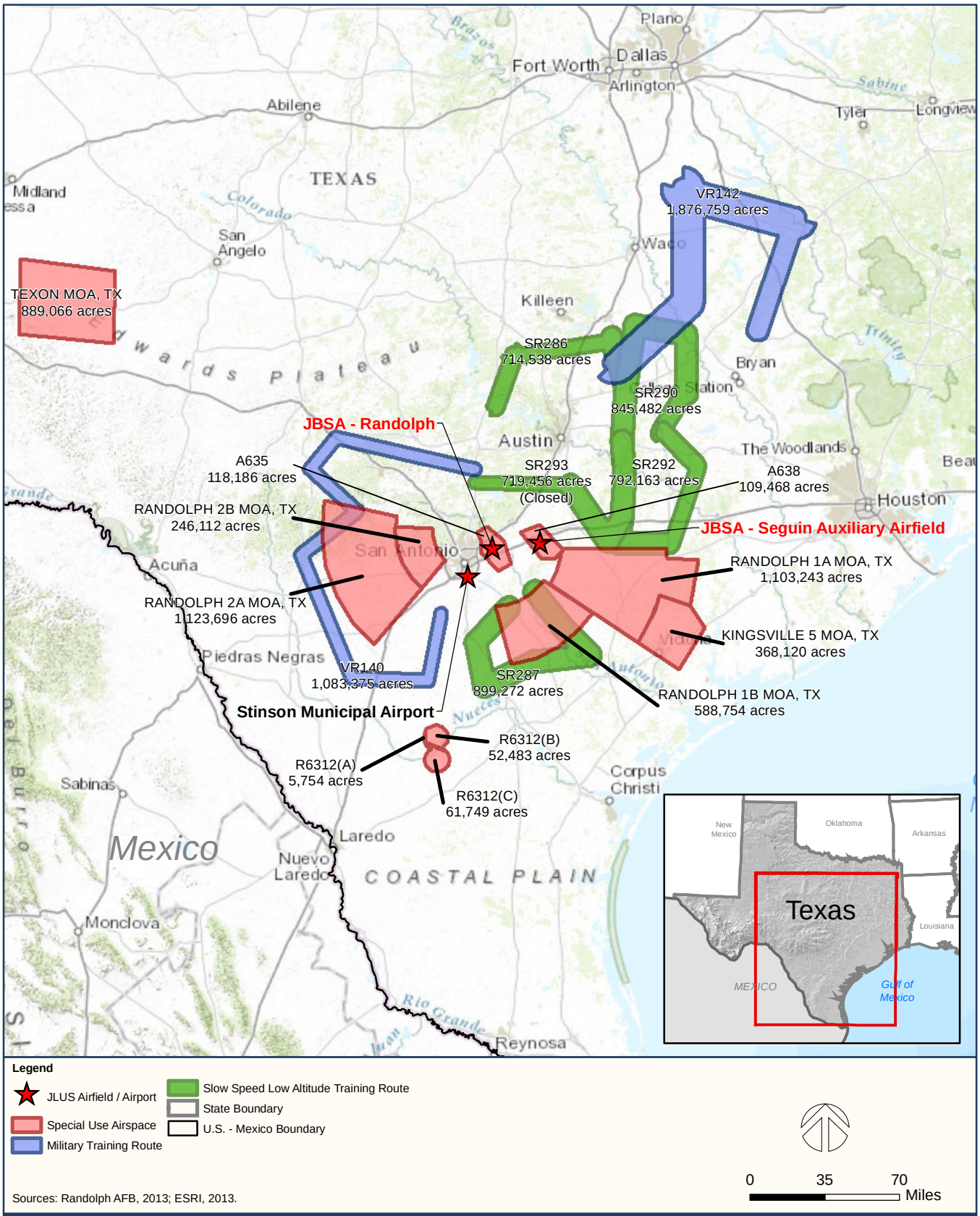
- JBSA - Randolph
- Runway Centerline
- Interstate / Highway
- Road
- Railroad
- River

0 1 2 Miles

Sources: JBSA - Randolph, 2013; FAA, 2013.

Matrix DESIGN GROUP

Figure 2
Military Footprint Composite
JBSA - Randolph



Matrix DESIGN GROUP

Figure 3
Special Use Airspace
JBSA - Randolph

Maintaining and sustaining these local and regional footprints plays a significant role in the long-term viability of JBSA-Randolph and continued mission readiness of the USAF.

JBSA-R Local Operational Footprint

The JBSA-Randolph airfield operational footprint is comprised of the mission components associated with airfield operations including accident potential zones, noise contours, the BASH area, and imaginary surfaces. These components involve varying levels of land use planning from jurisdictions and the military to enable compatibility with the military mission. Such planning recommendations include restricting development in the clear zone (CZ) of the airfield and lowering building heights to prevent unnecessary vertical obstructions and promote navigable airspace.

Accident Potential Zones

Accident potential zones (APZs) encompass three main areas from the end of the runway(s): the CZ, APZ I, and APZ II. These zones start at the ends of the runways and extend outward and are delineated based upon historical data of aircraft accidents. DoD recommends land uses for these areas to encourage and promote compatibility with military operations and to protect the public welfare. As shown in Figure 2, the CZ extends outward from the ends of the runways by 3,000 feet and is 3,000 feet wide and has the potential to create compatibility issues within the cities that are encompassed within the CZs. The APZ I measures 3,000 feet wide by 5,000 in length and APZ II measures 3,000 feet wide and 7,000 feet in length, they extend outward from the CZ respectively.

It should be noted that the northern JBSA-Randolph CZs encompass land within Universal City and the City of Schertz, and the southern CZs encompass land within the cities of Converse and Schertz. The northern APZ I areas are within the cities of Universal City and Schertz and the southern APZ I encompasses land in the cities of Converse, Schertz, and San Antonio. The northern and southern APZ II areas extend into the cities of Universal City, Selma, and Schertz, respectively.

Aircraft Noise Contours

The noise contour information was prepared for Randolph AFB in the 2008 AICUZ Study. The AICUZ was updated in part, due to the change in noise exposure since the 2000 AICUZ. The noise exposure is modeled based off of the type of aircraft flown, including the T-6 and T-38 for annual average busy-day aircraft operations. The loudest JBSA-R noise contours generated by military aircraft operations occur within the installation boundaries, but portions of the 65 dB and 70 dB noise contours extend off base into the surrounding communities of Converse, Universal City and Schertz and in small portions of land not contained in the Study Area.

Imaginary Surfaces

The DOD under Unified Facilities Criteria (UFC) 03-260-01 has identified certain imaginary surfaces around runways at military installations to determine how structures and facilities are evaluated for creating vertical obstructions around an active airfield. The imaginary surfaces build upon each other and are designed to eliminate obstructions either natural or man-made, to air navigation and operations. Each type of imaginary surface has different dimensions, planes or slopes in which a structure intruding upon it may be considered a vertical obstruction. Figure 2 illustrates the JBSA-Randolph imaginary surfaces and provides the allowable heights and slopes in these imaginary surfaces.

Bird Air Strike Hazard Relevancy Area

Birds and wildlife pose a threat to military training and flight operations. Due to changes in regional migratory patterns and the availability of dense foliage for roosting on the installation, JBSA Randolph has become an ideal habitat for a flock of migratory White Winged Dove. At an estimated flock size of 12,000-15,000 birds, and growing, the White Winged Doves present a particularly acute risk to high-speed jet operations on Randolph's east runway. These birds accounted for only 12.5 percent of damaging bird-strikes in FY 12, but this rate steadily increased to 55.6 percent of damaging bird-strikes in FY 14. Aggressive efforts are underway to contain the expanding BASH threat. Risk mitigation techniques, such as adjusting flight operations, successfully reduced overall bird strikes from 75 in FY13 to 70 in FY 14.

Previous short-term methods are planned for expanded use in FY 15 but are considered unsustainable due to long term effects on lost training and reduced pilot production. Habitat reduction by eliminating retaining ponds and flora favorable to these species greatly reduces the risk associated with bird activities. While small in number, large bird species that inhabit installation water sources are especially damaging in an aircraft strike incident. These large birds, such as Cranes and Egrets, are most effectively controlled by eliminating nonessential water sources both on the installation and in the communities surrounding the installation. Figure 2 illustrates the FAA statistical BASH relevancy area around JBSA-Randolph.



BASH impact to aircraft. Photo courtesy of JBSA-Randolph.

Vertical Obstructions

Separately from and in addition to the established imaginary surfaces, the FAA also establishes further guidance to reduce the potential for accidents surrounding an airfield. This guidance is codified in the Code of Federal Regulations at Title 14, Part 77.17 and utilized by the FAA during obstruction evaluations. The guidance and process for obstruction evaluation is more fully detailed in Section 4: Existing Tools as it is not a military-specific element and is not a direct result of JBSA-Randolph operations. It is included here, within the military profile, nonetheless, because it is associated with airfield operations. Figure 2 illustrates Part 77 relevancy areas.

JBSA-R Regional Operational Airspace

With respect to military operations, regulatory special use airspace (SUA) includes prohibited areas and restricted areas. Non-regulatory special use airspace includes military operating areas (MOAs), military training routes (MTRs), warning areas, alert areas, national security areas, and controlled firing areas. Specific to JBSA-Randolph, regulatory and non-regulatory special use airspace includes MOAs, MTRs, and slow-speed low altitude training routes, as well as alert areas and restricted airspace as illustrated in Figure 3.

Military Operating Areas

The Randolph 1A MOA is located east/southeast of San Antonio. The Randolph 1B and Kingsville 5 MOAs are both located southeast of San Antonio. The Randolph 2A and 2B MOAs are both located west of San Antonio. The TEXON MOA is located northwest of San Antonio and is the greatest distance away from San Antonio out of all of the MOA. While these areas are not located within this JLUS study area, it is discussed here and shown in Figure 3 to provide a comprehensive picture of the overall airspace footprint for the JBSA-Randolph mission.

Source: San Antonio Sectional (May 2, 2013) FAA; Joint Order 7400.2J: Procedures for Handling Airspace Matters – Military Operations Areas (Aug 22, 2013) FAA; Installation Complex Encroachment Management Action Plan figure (March 2012) JBSA; in person interview with S Taylor (Jul 2013); GIS data provided by JBSA-R

Military Training Routes

There are two types of MTRs associated with the JBSA-R operations: instrument flight rule or IFR and visual flight rule or VFR. The primary difference between IFR and VFR MTR is the ability to fly with or without the use of instruments in various weather conditions.

There are also Slow Speed Altitude Training Routes associated with JBSA-Randolph and an alert area. Slow speed, low altitude training routes (SR) are generally not considered a MTR, but are treated much the same as a MTR. The SUA and Slow Speed Low Altitude Training Routes are illustrated in Figure 3. This figure also illustrates the regional airspaces for which numerous installations in the region use to perform their training missions.

Source: Area Planning AP/1B Chart, Military Training Routes-Central U.S. (May 2, 2013) National Geospatial-Intelligence Agency [NGA]; Area Planning, Military Training Routes – North and South America (Nov 15, 2012) NGA; Installation Complex Encroachment Management Action Plan figure (March 2012) JBSA; in person interview with S Taylor (Jul 2013); GIS data provided by JBSA-R

JBSA-R Alert Area A-635

The large amount of flight activity involving student pilots associated with the JBSA-Randolph mission required the airspace surrounding the airfield to be designated Alert Area A-635. It should be noted that Alert Area A-635 does not extend into or include any of the Class D airspace that is directly associated with the JBSA-Randolph airfield; it does, though, envelop and surround the entire Class D airspace. Alert Area A-635 covers an area comprising 118,186 acres and is illustrated on Figure 3.

Alert Area A-638

Like the designation of Alert Area A-635 due to the large amount of flight activity involving student pilots associated with the JBSA-Randolph mission, the airspace over the JBSA-Seguin airfield is also designated as Alert Area A-638 for the same reasons. A-638 covers an area comprising 109,468 acres. This SUA is shown in Figure 3.

Alert Area A-638 does not preclude entry by aircraft unassociated with the military flight operations; although, it does require all flight operations in the area to be conducted under VFR. Other attributes associated with Alert Area A-638 includes an operational area that extends vertically to and including 3,000 ft. mean sea level (MSL) and horizontally across a large area encompassing the airfield. The time of use associated with A-638 begins at sunrise and ends at sunset from Monday to Friday.

Source: San Antonio Sectional (May 2, 2013) FAA; Installation Complex Encroachment Management Action Plan figure (March 2012) JBSA; in person interview with S Taylor (Jul 2013); GIS data provided by JBSA-R

Aerial Refueling Area AR614

There is one aerial refueling area west of JBSA-Randolph designated as AR614. Aerial refueling must be conducted within the designated airspace under instrument flight rules and on flight tracks with specific entry and exit points. In AR-614, the refueling altitude is designated at flight level (FL) 250 (25,000 ft.), FL 270 (27,000 ft.) or as designated by Air Traffic Control. The time of operation for AR614 is unlimited.

Source: http://ivaous.org/main/pilot/military/Airrefueltracks.pdf

3.3 JBSA-Seguin Auxiliary Airfield

JBSA-Seguin is centrally located in Guadalupe County, three miles east-southeast of the City of Seguin and almost 27 miles east of JBSA-Randolph. It has one runway and covers 961 acres. It is an unattended airport and restricted to use by the military; prior authorization is required prior to landing at the airfield. The infrastructure and environs at JBSA-Seguin are the responsibility of JBSA-Randolph.

Military Operations

JBSA-Seguin supports the flight instruction training mission at JBSA-Randolph, providing an area free from urban encroachment ideal for touch-and-go operations, practice approaches, and emergency landing procedures practice. Runway renovations were recently completed at JBSA-Seguin and the airfield is operational to support the flight instruction training mission.

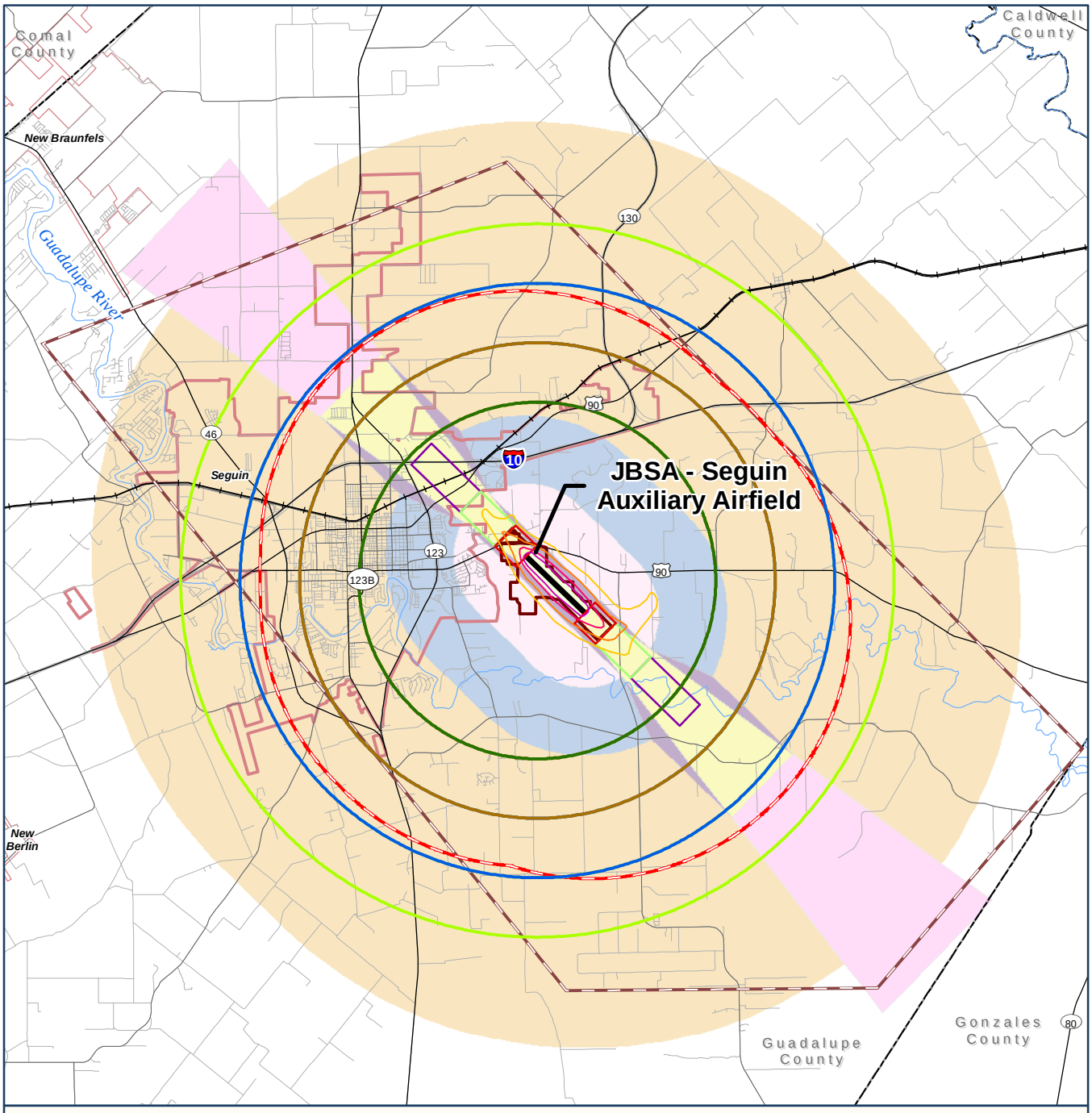
JBSA-Seguin Military Mission Footprints

The JBSA-Seguin mission footprint is illustrated on Figure 4 and is comprised of the mission components associated with airfield operations including accident potential zones, noise contours, the BASH area, and imaginary surfaces.

Accident Potential Zones

The APZ zones, i.e., CZ and APZs, for JBSA-Seguin were mapped in the 2000 AICUZ Study for Seguin Auxiliary Airfield, Texas. Knowing that the length of the runway has not changed since that time, the safety zone dimensions have not changed. As mentioned before, the AF standard measurements for CZs extend outward 3,000 feet from the end of the runway and 3,000 feet wide. The CZ is the standard size and encompasses areas in unincorporated Guadalupe County. The APZ I and II measurements are the standard size affecting both the city and county. Figure 4 illustrates these APZs.

Source: AICUZ Study for Seguin Auxiliary Airfield, TX, Dec 2000.



Legend

Airfield Imaginary Surface
- Primary Surface
- Approach/Departure Clearance Surface (glide angle) = 50 ft to 1 ft up to 500 ft
- Approach/Departure Clearance Surface (horizontal) = 500 ft
- Inner Horizontal Surface = 150 ft
- Conical Surface = 20 ft to 1 ft
- Outer Horizontal Surface = 500 ft
- Transitional Surface = 7 ft to 1 ft

- 5-mile BASH Relevancy Area
- Special Use Airspace (Alert Area A-638)

Noise Contour (dB)
- 65
- 70
- 75
- 80

FAA Part 77
- Up to 200' @ 3NM
- Up to 300' @ 4NM
- Up to 400' @ 5NM
- Up to 500' @ 6NM

Accident Potential Zones
- Clear Zone
- APZ I
- APZ II

- Regional Cities

JLUS Partners
- Seguin
- Guadalupe County

- JBSA - Seguin Auxiliary Airfield
- Runway Centerline
- Interstate / Highway
- Road
- Railroad
- River

0 1 2 Miles

Sources: JBSA - Randolph, 2013; FAA, 2013; AICUZ Study for Seguin Auxiliary Airfield, 2000.

Matrix DESIGN GROUP

Figure 4
Military Footprint Composite
JBSA - Seguin Auxiliary Airfield

Aircraft Noise Contours

As shown in Figure 4, the JBSA-Seguin noise contours do not interface with the City of Seguin directly. However, it should be noted that a majority of the noise contours directly affect land uses within Guadalupe County. Additionally, the 65 dB contour is proximate to a portion of the eastern city limit of Seguin, and there is a small portion of the 75 dB noise contour that is located off-installation.

Imaginary Surfaces

Figure 4 also displays the dimensions of the imaginary surfaces layers that build upon each other and surround the JBSA-Seguin airfield. The dimensions, planes, and slopes of these surfaces are the same as those associated with the JBSA-Randolph airfield, as both JBSA-Randolph and JBSA-Seguin airfields include Class B runways.

Source: AICUZ Study for Seguin Auxiliary Airfield, TX (Dec 2000); Unified Facilities Criteria: Airfield and Heliport Planning and Design (Nov 17, 2008) DOD

Bird Air Strike Hazard Relevancy Area

Figure 4 illustrates the JBSA-Seguin BASH relevancy area, the BASH Plan notes one issue related to this area– circling and soaring raptors and increased vulture activity. JBSA-Randolph believes these activities are associated with hunting field dressing deer during the season, beginning the end of September to the beginning of November for archery only and beginning November to the beginning of January for the general season.

Vertical Obstructions

As previously indicated within the information regarding JBSA-Randolph, the FAA established guidance to reduce the potential for accidents surrounding an airfield. More information about the FAA guidance is included in Section 4: Existing Tools and in the JBSA-Randolph description. Figure 4 displays JBSA-Seguin Part 77 relevancy areas.

Source: 14 CFR § 77.17

3.4 Stinson Municipal Airport

Stinson Municipal Airport (Stinson) is owned and operated by the City of San Antonio. The inclusion of Stinson within the JBSA-Randolph JLUS is based on the JBSA-Randolph military flight operations that occur at Stinson. Accordingly, information in this section regarding Stinson will be limited to the operations involving JBSA-Randolph to the extent possible.

Current Operations

While the majority of Stinson's current operations are general aviation, the relevant component to this JLUS is the JBSA-Randolph military operation involvement. The total of all military activities totaled 7,146 for a 12-month period ending March 26, 2011. This total represents 4.5 percent of the total aviation operations conducted at Stinson for the same period. Historical data captured from 2002 to 2011 shows transient military operations outnumbered local military operations for all years between and including 2002 to 2008. Beginning in 2009, the number of transient military operations decreased from previous years, but appears to have stabilized around 3,000 to 3,500 annual operations based on available data.

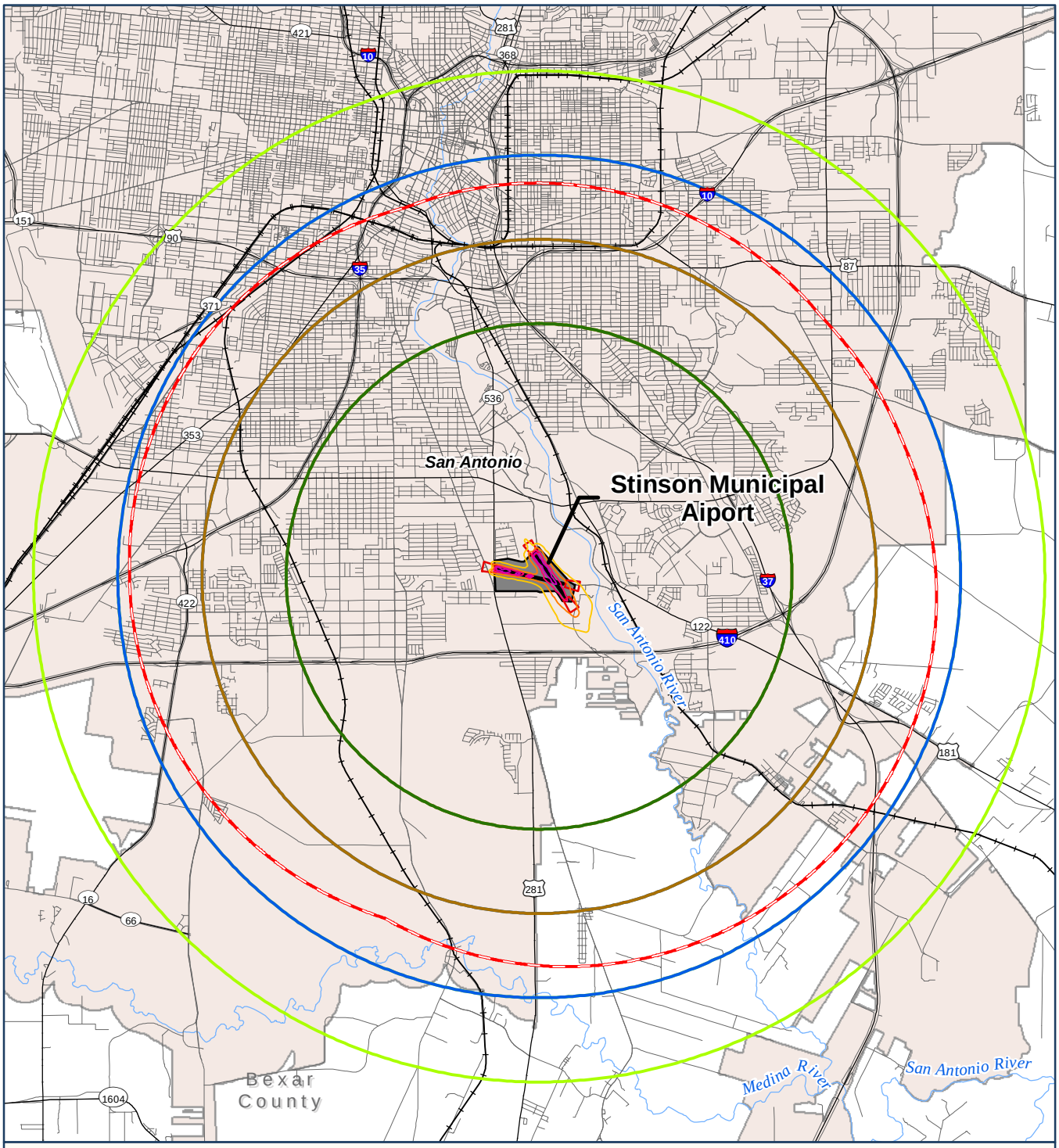
Source: Stinson Municipal Airport Master Plan Update (May 2013) Kimley-Horn and Assoc.; Airport Master Record (Jun 27, 2013) FAA; Advisory Circular 150/5300-13A (Sept 28, 2012) FAA; San Antonio Sectional (May 2, 2013) FAA; FAA Airport Master Record, 2013.

Stinson Mission Footprint

The overall footprint relating to the operations at Stinson is likely to be reflective of the general aviation operations unlike the footprint for JBSA-Randolph and JBSA-Seguin, where data for those two locations only included military operations. In addition, the footprint relative to military operations, as illustrated in Figure 5, is likely to be exaggerated since the military operations only comprise a small percentage of the overall aviation operations.

Safety Zones

Several different safety and protection zones comprise the Stinson Municipal Airport Safety Zones. They are Object Free Areas, Runway Protection Zones, Runway Safety Areas and Obstacle Free Zones.



Legend

- 5-mile BASH Relevancy Area
- Runway Protection Zones

Noise Contours (DNL)

- 60 dB
- 65 dB
- 70 dB
- 75 dB

FAA Part 77

- Up to 200' @ 3NM
- Up to 300' @ 4NM
- Up to 400' @ 5NM
- Up to 500' @ 6NM

JLUS Partner

- San Antonio
- Bexar County

- Stinson Municipal Airport
- Runway
- Interstate / Highway
- Road
- Railroad
- River

0 1 2 Miles

Sources: FAA, 2013; Ricondo & Associates, 2013.

Matrix DESIGN GROUP

Figure 5
Military Footprint Composite
Stinson Municipal Airport

Object Free Areas and Runway Protection Zones

CZs and APZs are associated with military airfields. Civilian airfields, in contrast, utilize object free areas (OFAs) and runway protection zones (RPZs). The OFA is located in the same general area and serves the same purpose as the military's CZs in that it is an area located at the end of a runway and is intended to be "free of objects" as noted in the FAA Advisory Circular regarding airport design. Additionally, the RPZs act similarly to the APZs in that they are designed to minimize harm to persons and property in the event of an aviation-related incident during takeoff or landing. RPZs, though, differ from APZs in size, shape, and property ownership requirements. RPZs vary in size and are enlarged or minimized according to the type of aircraft a runway supports.

Figure 5 displays RPZs at Stinson. All of the runways at Stinson include RPZs, but do not include OFAs. This is because the active part of the runway, the point at which an aircraft will physically gain or lose contact with the runway during landing or takeoff, starts several hundred feet from the end of the paved area associated with the runway. The active start of the runway – the runway threshold - is displaced from the end of the paved area. These runway areas are not used for takeoff or landing and act as the OFA since the area is kept free of objects by virtue of the paved areas associated with the runway location.

Source: Advisory Circular 150/5300-13A (Sep 28, 2012) FAA; Memorandum: Interim Guidance on Land Uses within a Runway Protection Zone (Sep 27, 2012) FAA; Stinson Municipal Airport Master Plan Update (May 2013) Kimley-Horn and Assoc.

Runway Safety Area

The runway safety area (RSA) includes all areas directly adjacent to the runway and is sized to arrest 90 percent of all runway overruns. According to the FAA, "The RSA enhances the safety of aircraft which undershoot, overrun, or veer off the runway, and it provides greater accessibility for fire-fighting equipment during such incidents." The size of the RSA is standardized based on the aircraft approach category and the aircraft design group.

Source: Advisory Circular 150/5300-13A (Sep 28, 2012) FAA; Stinson Municipal Airport Master Plan Update (May 2013) Kimley-Horn and Assoc.; FAA AC, 2012.

Obstacle Free Zone

The primary purpose of the obstacle free zone (OFZ) is to ensure the safe maneuver of aircraft in the areas near and adjacent to an airfield / runway. The OFZ dimensions for civilian runways are fully dependent on "approach minimums for the runway end and the aircraft on approach". Accordingly, the size of the OFZ is standardized based on the aircraft approach category and the aircraft design group.

Source: Advisory Circular 150/5300-13A (Sep 28, 2012) FAA; Stinson Municipal Airport Master Plan Update (May 2013) Kimley-Horn and Assoc.; FAA AC, 2012.

Aircraft Noise Contours

Similar to the noise modeling and resulting noise contours prepared for JBSA-Randolph, noise contours were produced for activities at Stinson and are shown in Figure 5. While the DNL 75 dB and 70 dB noise contours are confined to the Stinson Municipal Airport property, the DNL 65 dB contour extends off the southern end of Stinson approximately 500 feet into San Antonio. The DNL 60 dB noise contour associated with the south end of the airport property extends into areas where residential and industrial uses are located. According to the *Airport Improvements* document, four residential dwelling units having approximately 11 persons would be affected by noise equal to or greater than DNL 60 dB.

Source: Airport Improvements for Stinson Municipal Airport Environmental Assessment (Jun 2007) Ricondo & Assoc

Imaginary Surfaces

The imaginary surfaces that help to define acceptable height limits for civilian airports are established by the FAA and implemented based on the aircraft approach category and the aircraft design group. The City of San Antonio's Unified Development Code Airport Hazard Overlay District stipulates the surfaces and size of surfaces developed for and utilized by Stinson. These surfaces are shown in Figure 5.

Source: 14 CFR § 77.17; City of San Antonio Unified Development Code Section 35-331: "AHOD" Airport Hazard Overlay District, Jan 2006

Bird Air Strike Hazard Subzone

FAA recommendations for BASH management state that land use management around an active airfield out to five statute miles from the center of the runway is key to mitigating the incidence of BASH. The FAA indicated this area was the area where BASH incidents were most likely to occur because aircraft are flying at lower altitudes and speeds. This makes the probability for BASH incidents to occur higher as BASH incidents typically occur at altitudes up to 3,500 feet AGL. The BASH relevancy area for Stinson is shown on Figure 5.

Vertical Obstructions

As previously mentioned in the JBSA-Randolph and JBSA-Seguin operational footprints, the FAA established guidance to reduce the potential for accidents surrounding an airfield based on heights of structures and ground elevation. More information about the FAA guidance is included in Section 4: Existing Tools and in the JBSA-R description. Figure 5 illustrates the FAA Part 77 footprint for Stinson.

There are numerous existing tools that can be used to encourage, promote, and manage compatibility between military installations and their neighboring communities. These tools exist at the federal, installation, state, regional, and local level and are used for compatibility purposes to guide every day land use and operational decisions in communities and on military installations.

This chapter lists some of the key tools that are currently, or are recommended to be more efficiently utilized or enhanced to address the compatibility issues identified by the JBSA-Randolph (JBSA-Randolph) Joint Land Use Study (JLUS) process. The tools listed in this section are not exhaustive, but are meant to provide a brief overview of the primary tools currently utilized in the JLUS Study Area.

4.1 Federal Programs and Policies

The federal programs and policies are provided for by the various branches of the federal government. These tools authorize other federal, state, and local agencies to implement regulatory measures and policies to protect the multiple resources that are involved in land use and military compatibility planning. The intent of these regulatory measures and policies include the protection and preservation of the quality of life and public welfare and the myriad of natural resources including land, water, and airspace.

These tools assist land use decision makers and planners of all levels to make informed decisions, which can enable compatible land use development between joint land uses—military and community land uses.

Federal programs and policies were evaluated in the JBSA-Randolph JLUS to assist in determining where areas of improvement could enable enhanced land use planning at the local level. Some key federal programs that were evaluated in the JBSA-Randolph JLUS process include but are not limited to the Air Installation Compatible Use Zone (AICUZ) Program and the Federal Aviation Act, specifically FAA Regulation Title 14 Part 77. For a complete description of these programs and tools, see the Background Report, Chapter 4, Existing Compatibility Tools.

4.2 JBSA-Randolph Tools

The JBSA-Randolph installation tools provide guidance for land uses and development activities on the installation. These tools govern land use decisions that occur inside the fence line.

These tools provide guidance and establish standard operating procedures during certain events such as a bird air strike hazard (BASH) condition and / or the parameters for conducting missions within the military operating area (MOA). There are various installation tools that are instrumental in assisting and guiding land use decisions as they interface with the military mission. Some key JBSA-Randolph tools that were evaluated in the JLUS process include but are not limited to the BASH Plan and the JBSA-Randolph 2030 General Plan. However it should be noted, the 12 Flying Training Wing (FTW) does not consider the AICUZ land use recommendations as compatible with its training operations. The 12 FTW conducts approximately 200,000 flight movements annually in fighter-trainer type aircraft and the density of urban development recommended by the AICUZ substantially increases mission risk and the likelihood that people and property will be significantly impacted by an aircraft mishap.

4.3 State of Texas Tools

The state tools provide further assistance and protection of land uses in the State of Texas. The tools authorize or mandate local counties and cities to provide for the protection of the State's valuable industries including the DOD and agriculture. In addition, the State's tools require communities and developers to protect and preserve the State's natural resources including land and water by establishing further regulatory measures to ensure the natural environment is preserved and protected from over-consumptive practices.

Some essential State tools that were analyzed in this JLUS include but are not limited to the Joint Airport Zoning Board (JAZB) authorized by Chapter 241 of the Texas Local Government Code, the Texas Military Preparedness Commission and the Airport Compatibility Guidelines authored by the Texas Department of Transportation, Aviation Division.

4.4 Texas Local Jurisdiction Planning Tools

The planning tools used by the study area jurisdictions were analyzed and categorized as permanent, semi-permanent, or conditional. In Texas, only cities may enforce traditional land use and development regulatory authority. Very few counties in Texas have limited authority to regulate land uses, i.e. Bexar County is authorized to regulate lighting in the unincorporated portions of the county. Counties are not required to adopt Comprehensive Plans; however, cities are required by state law to have a comprehensive plan and update it every five years.

Texas Local Government Code provides cities and counties with authority to regulate the subdivision of land within incorporated and extraterritorial jurisdiction (ETJ) areas, including managing roads, streets, drainage, and rights-of-way. In general, land cannot be divided in Texas without local government approval. Dividing land for sale or lease is regulated by local ordinances based on the Texas Local Government Code (Chapter 212 for cities and Chapter 232 for counties).

In the case of cities, the comprehensive plan, zoning, subdivision, and other ordinances govern the design of the subdivision, the size of its lots, and the types of improvements (street construction, sewer lines, drainage facilities, etc.). Counties may only regulate subdivisions as they apply to roads, property setbacks and groundwater.

There are 29 incorporated municipalities and numerous smaller, unincorporated communities within Bexar and Guadalupe Counties. While the missions conducted at JBSA-Randolph have the potential to intermittently affect different parts of the counties at one time or another, this JLUS focuses on areas of Bexar County and its incorporated cities of Converse, Garden Ridge, Live Oak, San Antonio, Schertz, Selma, and Universal City, and Guadalupe County and its incorporated cities of Cibolo and Seguin. These areas are most affected by JBSA-Randolph operations and conversely, are the areas that have the most potential to pose compatibility issues for JBSA-Randolph.

Some essential local jurisdiction planning tools that were analyzed in this JLUS include but are not limited to the following:

- Comprehensive Plans, Unified Development Code and Zoning Ordinances and Orders, and Subdivision Regulations
- Building Codes
- Annexation Regulations
- City of San Antonio Airport Hazard Overlay District/ Military Airport Overlay Zone
- City of San Antonio Military Sound Attenuation Overlay Districts, Section 35-339.05
- City of Schertz Airport Installation Compatible Use Zone District
- City of Universal City Perpetual Clear Zone Easement and Formal Coordination Letters

The local jurisdiction planning tools provide further assistance and protection of land uses in the communities proximate to JBSA-Randolph facilities.

5.1 Identification of Compatibility Issues

Compatibility, in relation to military readiness, is defined as the balance or compromise between community and military needs and interests. The goal of compatibility planning is to promote an environment where both entities communicate, coordinate, and implement mutually supportive actions that allow them to achieve their respective goals and objectives.

Numerous factors influence whether community and military plans, programs, and activities are compatible or in conflict. For the JBSA-Randolph JLUS, 24 compatibility factors were evaluated to confirm the presence of, and establish priorities for, the key Study Area issues. Two of these factors, noise and vibration, were grouped together due to similar issues and strategies.

5.2 JBSA-Randolph Compatibility Issues by Factor

Alternative Energy Development is the likelihood of development of alternative energy developments within the JBSA-Randolph JLUS Study Area. Alternative energy includes wind and solar energy facilities. Any current or proposed wind or solar facilities in the study area located in areas where low-altitude aviation operations can occur can create a vertical obstruction and / or visual impairment for pilots. The uncoordinated placement of these facilities can lead to incompatibilities with the JBSA-Randolph mission. The following Alternative Energy Development issue was identified:

- Local ordinances do not regulate alternative energy equipment or facility siting which may pose a vertical obstruction and/or safety issue for flight operations.

Anti-Terrorism / Force Protection is the protection and security of the nation's defense assets. Issues are created when national defenses can be breached or compromised, such as development close to the fence line where the public can view operational activities. It is important for the DOD and JBSA-Randolph to address these issues to ensure military readiness. The following Anti-Terrorism / Force Protection issue was identified:

- JBSA-Randolph East Gate does not meet all AT / FP requirements, which may affect security and local community traffic congestion due to the traffic throughput constraints at the gate.

Communication / Coordination is the communication and collaboration between multiple agencies engaged in a common goal. For the JBSA-Randolph JLUS, interagency coordination represents several challenges for both JBSA-Randolph and surrounding communities. The lack of a coordinated approach when planning activities including proposed development and infrastructure extensions can result in incompatibilities for sustaining the JBSA-Randolph mission and growth of the surrounding communities. The lack of information sharing such as important geographic information system data used for planning and mapping can potentially result in incompatible development near the installation and ranges. The following Interagency Communication / Coordination issues were identified:

- Local jurisdictions and the public are not clear who they should contact at JBSA-Randolph regarding specific questions, complaints or coordination.

- There is a need for JBSA-Randolph to enhance their coordination and notification with the local jurisdictions / public when there is an increase in military training activities that are outside their typical training schedule.
- There is a need for better coordination between JBSA-Randolph and local jurisdictions regarding proposed development applications to achieve compatible development in support of the military mission and the positive economic impact the military brings to the community.
- There is no defined JBSA-Randolph response time for reviewing proposed development actions within the Universal City Perpetual Clear Zone Easement Area.
- There is a lack of notification or accurate notification to potential buyers looking to purchase property / homes within the Accident Potential or Clear Zones.
- There is a lack of notification to potential home buyers that a military installation is located within the area which may generate noise, vibration or other impacts associated with military missions.
- Multiple agencies advocate for the preservation of military mission and local economic development and have similar overarching goals, but lack integrated coordination reducing the potential for maximization of resource use and shared benefits.
- A comprehensive set of Geographic Information Systems (GIS) data depicting military mission profiles and footprints is not available to local jurisdictions and agencies.
- Continued coordination of the shared airspace between JBSA-Randolph and San Antonio International Airport is important to ensure the safety of the pilots and the public located beneath the airspace.
- Despite notification from Houston Air Route Traffic Control Center, general aviation aircraft enter Military Operating Areas where military aircraft are conducting nontraditional flight maneuvers.
- The Metropolitan Planning Organization Board does not include JBSA-Randolph representation.
- There is a lack of temporary construction and crane operation permits within the jurisdictions for the approach and departure corridor.

Dust, Smoke, and Steam is a by-product generated by both military and civilian activities. Dust and smoke is not only a visibility nuisance, but can also be an air quality issue for Bexar County. Dust from agriculture activities located near the airfields can be incompatible with low-level flight operations and create visual impediments for pilot navigation. The following Dust, Smoke, and Steam issue was identified:

- The refinery near Stinson Municipal Airport emits particulate into the air that can create a visibility hazard for pilots.

Housing Availability is the availability of eligible and qualified housing units to military personnel and their families. While military personnel from visiting units reside on-base, mission increases will need to be coordinated with communities so that they can plan and prepare for additional housing to accommodate any growth in personnel. The following Local Housing Availability issue was identified:

- As growth continues to occur within the area surrounding JBSA-Randolph, the availability of adequate housing to support the needs of military personnel may be limited.

Infrastructure Extensions represent compatibility issues for JBSA-Randolph based on their proposed or planned location. Transportation routes and electrical and water infrastructure impact land uses differently based on location, magnitude of the improvements, and the resulting outcome. Infrastructure extensions tend to catalyze development in the surrounding communities. This development can create incompatibilities with JBSA-Randolph military operations. The following Infrastructure Extensions issues were identified:

- Desire for additional sewer treatment capacity within the City of Schertz – south and east of JBSA-Randolph as well as other future plans for infrastructure improvements in surrounding communities could encourage incompatible growth.
- JBSA-Randolph currently does not have a redundant water supply system and may be at risk if their existing system fails.

Land / Air Space Competition is defined as multiple uses of both land and air spaces. The JBSA-Randolph JLUS evaluated land and air space shared between military and civilian activities relative to commercial / civilian—general aviation operations in the region. The JBSA-Randolph JLUS also assessed several land areas used for recreational purposes. The following Competition for Land and Air Spaces issues were identified:

- The airspace that JBSA-Randolph uses is already congested and concerns exist that the competition for airspace will increase due to community airport growth, expanded JBSA-Randolph operations, and potential San Antonio International Airport runway improvements.
- New Braunfels Regional Airport and Stinson Municipal Airport civilian flight training operations occur in the same airspace used by JBSA-Randolph military trainers for runway approach.
- Proximity of other airfields to JBSA-Randolph and JBSA-S auxiliary runway approaches create airspace conflicts.



Land Use is the impetus for the JBSA-Randolph JLUS. The JLUS assesses various components of land use to determine compatibility between unique military missions and the economic vision of the surrounding jurisdictions. This assessment considers accomplishing mutual goals and benefits to facilitate the military's continued training mission for readiness while allowing for economic development in adjacent communities. Certain land uses are sensitive to noise, vibration, and other impacts generated by military training exercises. In contrast, certain land uses employed by communities can limit military training activities by encouraging annexation practices in areas critical to the military mission. The following Land Use issues were identified:

- Several local jurisdictions that have areas which are located within the airfield safety zones or noise contours do not reference or implement the AICUZ recommendations.
- The language about AICUZ recommendations in a few of the local jurisdictions zoning ordinances are not clear and may create an interpretation challenge.
- Concern about the application of the 2011 AICUZ DOD Instructions Floor to Area Ratio (FAR) recommendation. The Floor to Area ratio recommendation was not part of the AICUZ but it is part of the instructions.

Legislative Initiatives are issues that require legislative action or amendments to ensure compatibility factors are addressed within local jurisdictions that affect or are affected by proximity to JBSA-Randolph. The following Legislative Initiatives issue was identified:

- Current real estate seller disclosure forms do not contain notice informing potential buyers that military training operations occur within the area.
- Bexar and Guadalupe Counties have limited zoning and subdivision authority, which restricts the enforcement of compatible development.

Light and Glare can be generated by both military and civilian uses. Light and glare can be generated from certain construction materials during the daytime when sunlight reflects off the structure. This can create visual impairments for pilots flying at low altitudes. Certain types of alternative energy development can create glare for pilots in training, posing a safety hazard to the pilot and the aircraft. The following Light and Glare issues were identified:

- Commercial and retail development, particularly outdoor retail and commercial activities that require additional lighting, may impact flight operations at JBSA-Randolph.
- Rooftop- or ground-mounted solar panels without anti-reflective coating can create glare.
- Directed light from unregulated and unconventional sources, i.e., laser scope for paint

ball shooting accuracy, can be hazardous to pilots and cause temporary blinding.

- A lack of consistency in controlling light sources, glare, and general ambient light may result in an unsuitable night training environment for flying training operations.

Noise and Vibration are the result of both military training exercises and construction and development activities. These factors can be incompatible with sensitive land uses. Noise that is loud and extending into night hours can disrupt the lives of the public. Vibration can disrupt daily living activities and in extreme cases cause structural damage. The JLUS strives to balance community quality of life with mission operations and readiness.

The following Noise and Vibration issues were identified:

- The military flight operations that occur at JBSA-Randolph, JBSA-S, and Stinson Municipal Airport produce noise that is heard outside the boundaries of the installations.
- Local jurisdiction's building codes do not require sound attenuation per the Federal Aviation Administration / Department Of Defense guidance.
- JBSA-Randolph and San Antonio International Airport flight patterns may be redirected due to weather or congestion which may lead to noise complaints sent to JBSA-Randolph that were actually caused by aircraft from the commercial airport.
- General concern that JBSA-Randolph cannot forecast future mission requirements, i.e., larger aircraft, which may generate a larger noise footprint and increase noise complaints from the community since many people are not aware that a change in a flying mission may impact the amount of aircraft noise they may hear.
- JBSA-Randolph may expand maintenance depot activities and night operations that could include engine run-up exercises on test cells which may generate an increase in noise complaints.
- Concern that noise complaints may increase at JBSA-S Auxiliary Airfield after the runway improvements are completed and flight operations resume.
- Vibration complaints are an issue in the cities of Schertz and Universal City.

Roadway Capacity can create incompatibilities between military operations and civilian activities due to limited roadway capacity. Roadway Capacity was evaluated for coordination of improved public roadways to meet the needs of both military and civilian uses. The following Roadway Capacity issue was identified:

- Mass transit is limited around JBSA-Randolph due to the suburban nature of the area.
- Road network near JBSA-Randolph is congested with frequent wait times / delays during peak use hours; this affects JBSA-Randolph and local communities.
- Potential retail development along FM-3009 (Roy Richard Drive) and Interstate 35 in the city of Schertz may result in increased local traffic.
- Current Union Pacific rail operations supporting the natural gas extraction industry temporarily halt thru-traffic on State Highway 218 (Pat Booker Road) causing periodic vehicle stacking near JBSA-Randolph.
- Thirty to forty commercial deliveries / trucks queue along Old Seguin Road to enter JBSA-Randolph through the South Gate and impact local roadway congestion.
- Existing interstate infrastructure is at capacity, which results in regional traffic congestion and impacts daily workforce commuters to and from JBSA-Randolph.

Safety issues are generated by both military and civilian land uses. Safety concerns relevant to military operations include development (i.e. even the stacking of hay bales and other such commodities) near or adjacent to the runway in areas where development is strongly discouraged such as the Clear Zone. Safety issues are also evaluated based on the land uses located near active runways, such as water features, that can attract birds and wildlife to this critical aviation area where low-speed low-altitude aircraft perform operations. The following Safety issues were identified:

- There are existing land uses and proposed developments within the airfield safety zones around JBSA-Randolph that are incompatible.
- A portion of existing development within the JBSA-Seguin airfield safety zones is incompatible due to the type of land use and / or density.
- A portion of existing development near Stinson Municipal Airport is nonconforming due to buildings or structures located in runway protection zones.
- There are no policies or regulations that deal with land uses that may pose Bird/Wildlife Aircraft Strike Hazard risks near JBSA-Randolph and JBSA-Seguin.
- Any development that occurs within the CZ and is not part of the CZ easement will be incompatible per DOD AICUZ instructions.
- San Antonio International Airport's aging radar equipment services all local airfields, but requires routine repairs and lacks a backup and redundancy system.



Vertical Obstructions are structures that impede navigable airspace for both military and civilian aircraft operations. Structures that pose a threat to the airspace for military and civilian aviation include tall wind turbines and wireless communication towers. It is important to ensure the communities adjacent to JBSA-Randolph plan accordingly to safeguard against unintended safety concerns relative to structures that obstruct navigable airspace. The following Vertical Obstructions issues were identified:

- Current ordinances do not adequately regulate building heights in conjunction with FAA Imaginary Surfaces height recommendations.
- Though local zoning ordinances do not consider adjustments for site elevations that are higher than the existing airfield elevation at JBSA-Randolph for wireless communication tower permits, telecom contractors coordinate directly with the FAA regarding height restrictions and lighting and a statement from JBSA-Randolph must be provided that the proposed communication use will not interfere with flight operations prior to approaching local municipalities to install or upgrade cell towers.
- Allowing each new vertical structure / equipment application to construct an individual tower results in crowded airspace.
- Above ground utility poles are located in JBSA-Randolph runway approach and departure flight corridors and may be a vertical obstruction to flight operations and pose a safety risk.

Water Quality and Quantity is the factor that assesses the quantity and quality of water resources in the JBSA-Randolph JLUS Study Area. This factor evaluates the amount of water that is utilized by the installation relative to the available supply of water and then compares that with the demand and supply that is utilized by the surrounding communities to provide for the necessary public services. In addition to evaluating the water supply, this factor also reviews the overall quality of public water use in the JLUS Study Area. Water quality can be affected by military operations, public recreation use and stormwater drainage. The following Water Quality and Quantity issues have been identified:

- Edwards Aquifer provides the majority of local water supply and future supplies could be constrained by various demands. Current and future regional water quantity and availability are major concerns.
- The City of Converse may face additional storm water runoff from the JBSA-Randolph runway if additional paving is installed.

Please see the next page.

6.1 Implementation Plan

This section identifies and organizes the recommended actions (strategies) developed through a collaborative effort between representatives of local jurisdictions, JBSA-Randolph (JBSA-Randolph), state and federal agencies, local organizations, the general public and other stakeholders that own or manage land or resources in the region. Because the JBSA-Randolph JLUS is the result of a collaborative planning process, the recommendations in this section represent a true consensus plan; a realistic and coordinated approach to compatibility planning developed with the support of stakeholders involved throughout the process.

JLUS strategies incorporate a variety of actions that can be implemented to promote compatible land use and resource planning. Upon implementation, existing and potential compatibility issues arising from the civilian / military interface can be removed or significantly mitigated. As such, the recommended strategies function as the heart of the JLUS document and are the culmination of the planning process.

The recommended strategies for JBSA-Randolph JLUS have been tailored to consider the unique flight operations and associated risk factors including Bird / Wildlife Aircraft Strike Hazards (BASH) specific to JBSA-R and to assist the installation and surrounding counties and cities with informed development decisions that protect the aviation mission and growth capability of communities while protecting the public health, safety, and welfare.

The JBSA-Randolph mission is unique within the Air Force due to its high volume of pilot training aircraft operations, making the installation control towers the busiest in the Air Force. Due to weather factors and pre-existing high-density development north of JBSA-Randolph, approximately 70-80% of these operations are conducted to the south. The 12th Flying Training Wing conducts over 26,000 sorties annually, including more than 212,000 local takeoffs and landing traffic pattern operations in 2014. In particular, the 12th Flying Training Wing conducted over 115,000 takeoffs and landings on the west runway in 2014 alone with the high-performance T-6 Texan trainer as the primary aircraft accounting for these operations. Due to the requirement to deconflict operations from the east parallel runway, departing aircraft must fly a course heading of 160 degrees to the west of the APZs. However, on every takeoff, there is a 30 second window in which a pilot's only safe option is to eject in the case of an engine failure. In this circumstance, the probability that the aircraft will land in the APZs is high. The T-38 Talon is a dual-engine fighter-trainer aircraft that operates from the east runway. There is a significantly more acute risk of an accident occurring with this aircraft during traffic pattern operations due the higher speeds and weight of the T-38 compared to the T-6.

The 2008 Air Installation Compatible Use Zone (AICUZ) study indicates that 80 percent of all aircraft mishaps that occur within 10 nautical miles involve fighter-trainer type aircraft. A safety risk assessment conducted by the 12th Flying Training Wing concluded that the development recommendations made by the 2000 and 2008 Air Installation Compatible Use Zone Study (AICUZ) are not sufficiently restrictive to protect the community from the risks involved in high-volume trainer operations and that high-volume trainer operations flown by the 12th Flying Training Wing's 145 T-38, T-6, and T-1 aircraft are not compatible with urban environments.



Bird / Wildlife Aircraft Strike Hazards present a significant threat to aircraft safety. In particular, there is a significant year-round bird strike risk caused by thousands of migratory and resident white-winged doves that transit JBSA-Randolph's east runway on a daily basis. These birds have become a major problem for JBSA-Randolph and significant resources have been invested to modify the habitat on Base. Unique to Randolph, aircraft operating at this location frequently strike these birds on takeoff which results in a much greater hazard to development in the southern APZs. The bird strike risk is heightened because T-38 engines are highly susceptible to engine loss due to bird ingestion.

Due to risk profile associated with the aircraft operations and BASH at JBSA-Randolph, the 12th Flying Training Wing has recommended restrictions on development:

- Urban development within southern APZ I of either the west or east runway is not compatible.
- Residential development of 1 house per 10 acres in a non-linear arrangement within southern APZ II of the west runway is compatible.
- Residential development of 1 house per 20 acres within southern APZ II of the west runway is compatible. Other uses in accordance with AICUZ criteria may be compatible.
- Residential development within the 65 decibel noise contour is not compatible. Residential construction in these zones presents the possibility of future training restrictions due to the sustained impact of noise on residents.

These collective factors and recommended development restrictions are critical considerations that have influenced the unique nature of the recommended strategies as they apply to the JBSA-R JLUS.

It is important to note that the JLUS is not an adopted plan, but rather a recommended set of strategies which should be implemented by the JLUS participants to address current and potential future compatibility issues.

The key to the implementation of the strategies is the establishment of the JLUS Implementation Task Force to oversee the JLUS execution. Through this Task Force, local jurisdictions, JBSA-Randolph, and other interested parties can continue their initial work together to establish procedures, recommend or refine specific actions for member agencies, and make adjustments to strategies over time to ensure the JLUS continues to resolve key compatibility issues through realistic strategies and implementation.

Implementation Plan Guidelines

The key to a successful plan is balancing the different needs of all involved stakeholders. Several guidelines formed the basis upon which the strategies were developed:

- In concert with the Texas state laws, the Implementation Plan was developed with the understanding that the recommended strategies must not result in a taking of property value. In some cases, the recommended strategies can only be implemented with new enabling legislation.
- In order to minimize regulation, where appropriate, strategies were recommended only for specific geographic areas to resolve the compatibility issue.
- Similar to other planning processes that include numerous stakeholders, the challenge is to create a solution or strategy that meets the needs of all parties. In lieu of eliminating strategies that do not have 100 percent buy-in from all stakeholders, it was determined that the solution / strategy may result in the creation of multiple strategies that address the same issue but tailored to individual circumstances.

Military Influence Areas

In compatibility planning, the term "Military Influence Area" (MIA) is used to formally designate a geographic area where military operations may impact local communities, and conversely, where local activities may affect the military's ability to conduct its mission. An MIA is designated to accomplish the following:

1. Promote an orderly transition between community and military land uses so that land uses remain compatible.

2. Protect public health, safety, and welfare.

3. Maintain operational capabilities of military installations and areas.

4. Promote an awareness of the size and scope of military training areas to protect areas separate from the actual military installation (i.e., critical air space) used for training purposes.

5. Establish compatibility requirements within the designated area, such as requirements for sound attenuation and avigation easements.

An MIA delineates a geographic area where strategies are recommended to support compatibility planning and JLUS goals and objectives. The MIAs are where the majority of the recommended strategies apply.

The proposed JBSA-Randolph, JBSA-Seguin, and Stinson Municipal Airport (Stinson) Military Influence Area Overlay Districts (MIAOD) are areas that incorporate all MIAs and Subzones. To better reflect the area of interest and focus implementation, several MIAs are further divided into subzones.

The MIAOD and its subzones including the Controlled Compatible Land Use Area for JBSA-Seguin (CCLUA) are used to define the geographic areas where policies and regulations will be developed and applied to implement the JLUS strategies. This technique ensures the strategies are applied to the appropriate areas, and that locations deemed not subject to a specific compatibility issue are not adversely impacted by regulations inappropriate for their location or circumstance.

JBSA-Randolph

JBSA-Randolph Military Influence Area Overlay District

The JBSA-Randolph MIAOD is a proposed geographic area where strategies associated with each JBSA-Randolph MIA subzone apply. Figure 6.1 illustrates the overall MIAOD with all of the subzones. Figure 6.2 illustrates the MIAOD and areas comprising the BASH and Vertical Obstruction Subzones. Figure 6.3 illustrates the Safety and Noise Subzones encompassed within the MIAOD geographic area.

JBSA-Randolph Military Influence Area Subzones

The four MIA subzones identified for JBSA-Randolph are shown on Figures 6.1, 6.2 and 6.3 and described on the following pages:

- Bird Air Strike Hazard (BASH) MIA Subzone
- Vertical Obstruction MIA Subzone
- Safety MIA Subzone
- Noise MIA Subzone

BASH Military Influence Area Subzone

The BASH MIA subzone is characterized by areas that could be affected by bird and wildlife strikes due to low-level flight operations. These operations can impact community activities and conversely, community activities could adversely affect operations in this area if not coordinated with JBSA-R. The BASH MIA subzone is illustrated in Figure 6.2.

The BASH subzone represents a 5-mile statistical relevancy area from the center of the runway recommended by the Federal Aviation Administration (FAA). Land uses in this area may be subject to additional regulations to prevent attractants of birds and wildlife that could increase the risk of safety to pilots and aircraft flying at lower speeds and altitudes.

Vertical Obstruction Military Influence Area Subzone

The Vertical Obstruction MIA subzone includes both the imaginary surfaces and FAA Part 77 guidance for determining vertical obstructions illustrated on Figure 6.2. This combined guidance serves to protect important flight areas for aircraft that operate out of JBSA-Randolph. Within this MIA subzone, strategies address various height restrictions to avoid vertical obstructions.

500-Foot Vertical Clearance

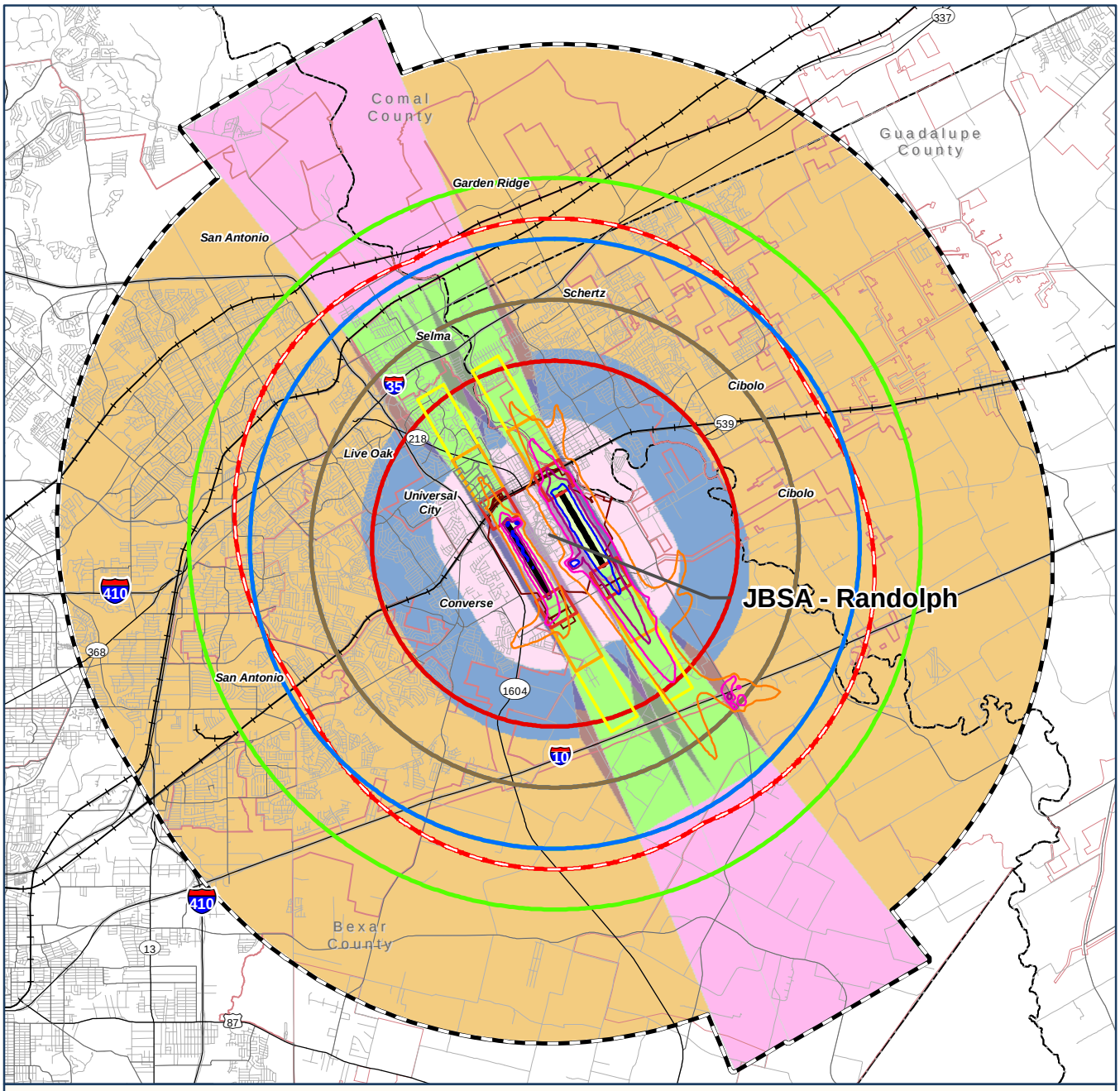
The 500-foot clearance zone is characterized by the vertical limits of the most expansive imaginary surface—the approach and departure clearance surface, illustrated on Figure 6.2. In this surface, for every 50 horizontal feet extending from the end of runway, development can extend one vertical foot up to 500 feet. Land uses should be coordinated with JBSA-Randolph to ensure safety to the public and pilots is of highest priority.

Safety Military Influence Area Subzone

The Safety MIA Subzone addresses areas that could be affected by low-speed and low-altitude aircraft associated with military training operations. As described in Chapter 3 of the Background Report, the safety zones include the Clear Zone and Accident Potential Zones I and II. These areas are characterized by a high risk for aircraft collisions due to location and types of aviation operations that occur. The size and location of these areas are illustrated in Figure 6.3. New development located within this MIA subzone may be subject to lower densities and potentially other regulations to control attractants for birds and other wildlife.

Noise Military Influence Area Subzone

The Noise MIA subzone includes all land located off installation within the 65 dB noise contour for JBSA-R. Other noise contours represent subzones for which residential development and other noise sensitive land uses within this MIA subzone may be subject to sound attenuation measures to reduce noise impacts. Figure 6.3 illustrates the Noise MIA subzone.



Legend

MIAOD Boundary

5-mile BASH Relevancy Area Subzone

Safety Subzone

- Clear Zone
- APZ I
- APZ II

Vertical Obstruction Subzone

FAA Part 77

- Up to 200' @ 3NM
- Up to 300' @ 4NM
- Up to 400' @ 5NM
- Up to 500' @ 6NM

Airfield Imaginary Surface

- Primary Surface Subzone
- Approach/Departure Clearance Surface Subzone (glide angle) = 50 ft to 1 ft up to 500 ft

Airfield Imaginary Surface

- Approach/Departure Clearance Surface Subzone (horizontal) = 500 ft
- Inner Horizontal Surface Subzone = 150 ft
- Conical Surface Subzone = 20 ft to 1 ft
- Outer Horizontal Surface Subzone = 500 ft
- Transitional Surface Subzone = 7ft to 1 ft

Noise Subzone

- 65 dB
- 70 dB
- 75 dB
- 80 dB
- Regional Cities

JLUS Partners

- City / Community
- Bexar and Guadalupe County Boundaries

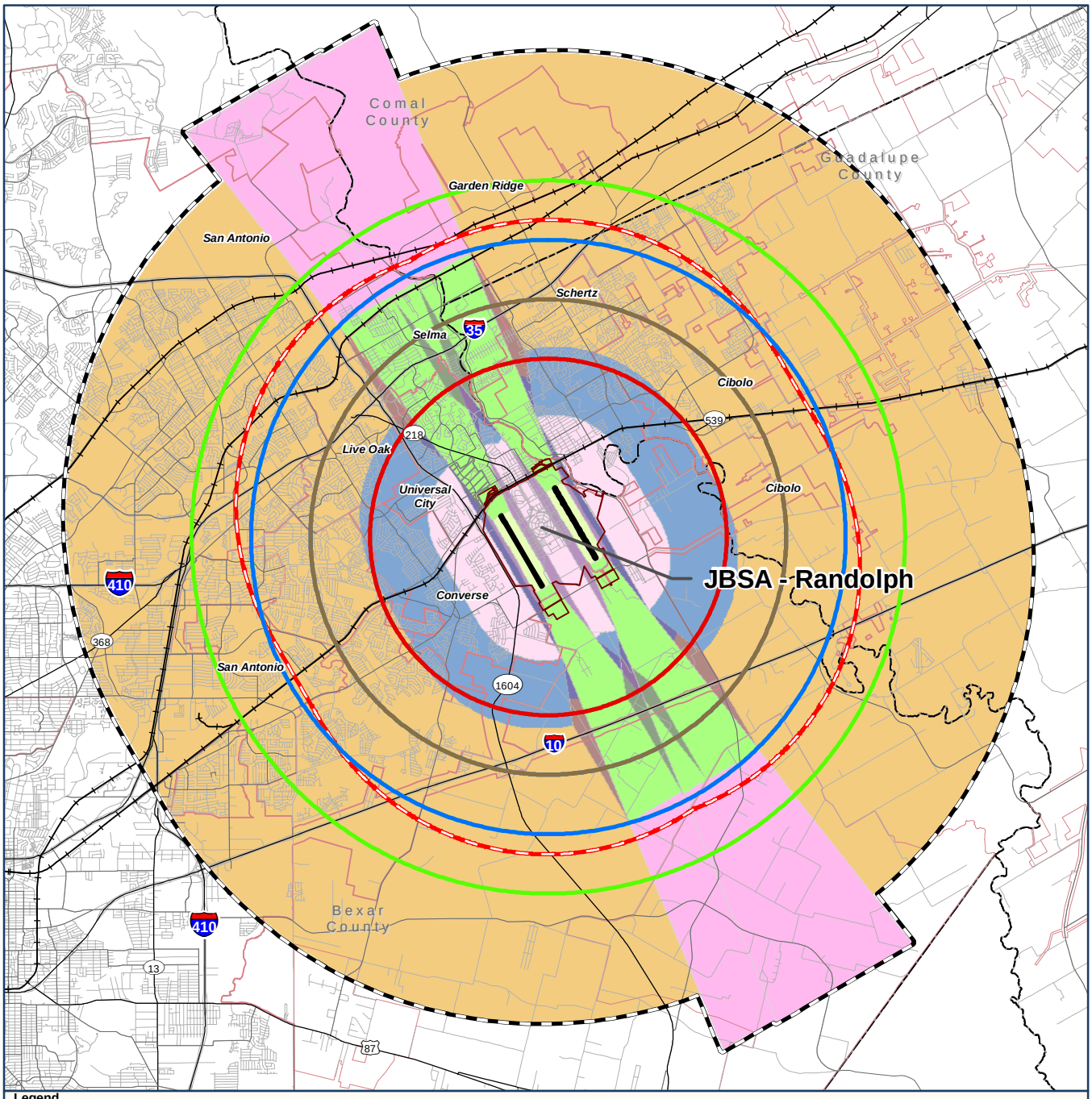
- JBSA - Randolph
- Perpetual CZ Easement
- Runway Centerline
- Interstate / Highway
- Road
- Railroad
- River

0 1 2 Miles

Sources: FAA, 2013; JBSA-Randolph, 2013.

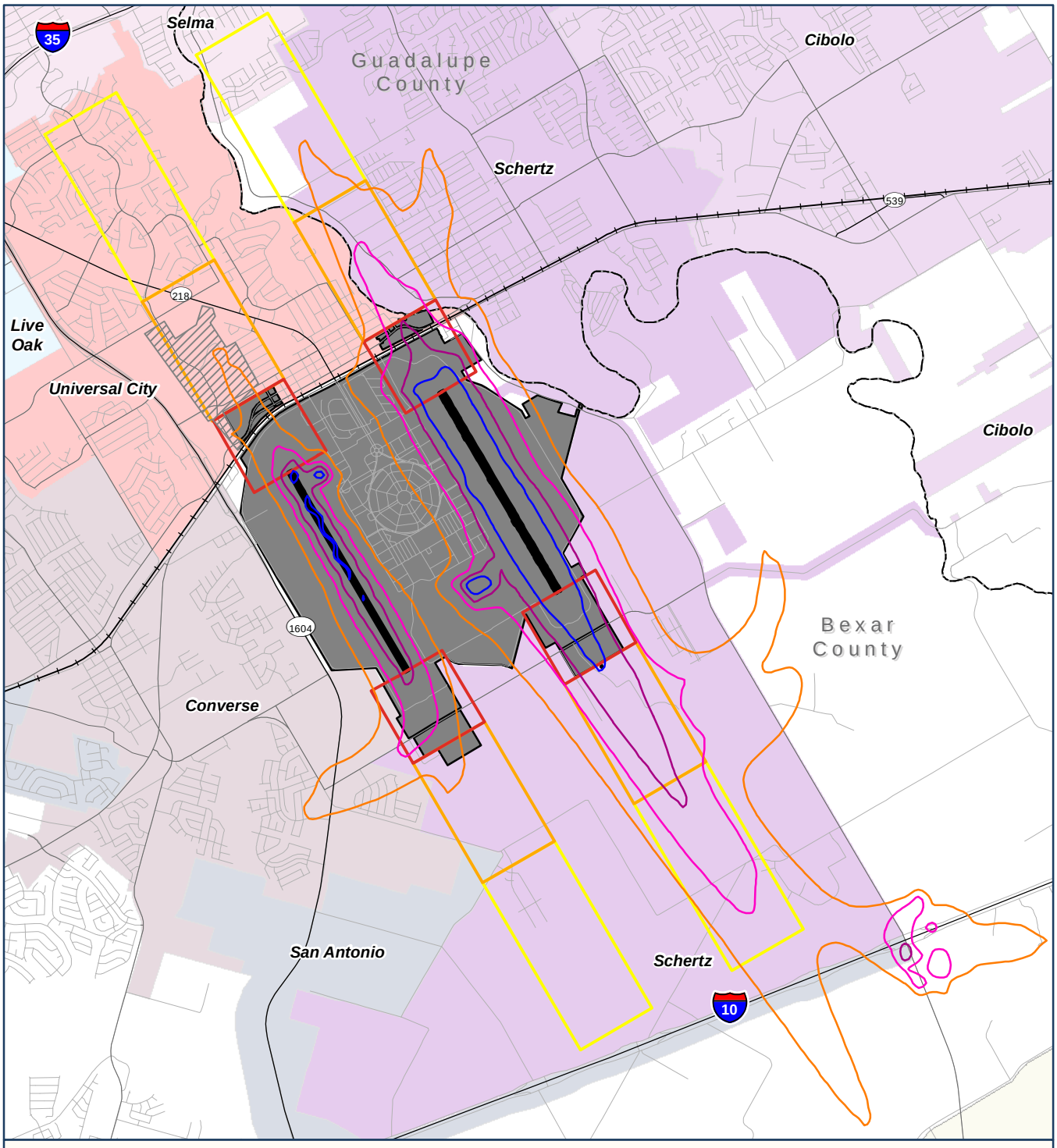
Matrix DESIGN GROUP

Figure 6.1
Military Influence Area Overlay District (MIAOD) and Subzones Composite
JBSA-Randolph



Matrix DESIGN GROUP

Figure 6.2
Military Influence Area Overlay District (MIAOD) with Subzones
BASH and Vertical Obstruction
JBSA-Randolph



Matrix DESIGN GROUP

Figure 6.3
Military Influence Area Overlay District (MIAOD) with Subzones
Safety and Noise
JBSA-Randolph

JBSA-Seguin Auxiliary Airfield

JBSA-Seguin Military Influence Area Overlay District

The JBSA-Seguin MIAOD is a proposed geographic area where strategies associated with each JBSA-Seguin MIA subzone apply. Figure 7.1 illustrates the overall MIAOD with all of the subzones. Figure 7.2 illustrates the MIAOD and areas comprising the BASH and Vertical Obstruction Subzones. Figure 7.3 illustrates the CCLUA, Safety. And Noise Subzones encompassed within the MIAOD geographic area for JBSA-Seguin airfield.

The four MIA subzones and Controlled Compatible Land Use Area (CCLUA) for JBSA-Seguin are identified below, and shown and described on the following pages:

- BASH MIA Subzone
- Vertical Obstruction MIA Subzone
- Controlled Compatible Land Use Area Subzone
- Safety MIA Subzone
- Noise MIA Subzone

BASH Military Influence Area Subzone

The BASH MIA subzone is characterized by areas that could be affected by bird and wildlife strikes due to low-level flight operations. The BASH MIA subzone illustrated in Figure 7.2 represents a 5-mile statistical relevancy area from the center of the runway around the JBSA-Seguin airfield prescribed by the FAA. Certain land uses in this area may be subject to additional regulations to prevent attractants of birds and wildlife that could increase the risk of safety to pilots and aircraft flying at lower speeds and altitudes.

Vertical Obstruction Military Influence Area Subzone

The Vertical Obstruction MIA subzone includes both the imaginary surfaces and FAA Part 77 guidance for determining vertical obstructions illustrated on Figure 7.2. This combined guidance serves to protect important flight areas for aircraft that operate out of JBSA-S. Within this MIA subzone, strategies address various height restrictions to avoid vertical obstructions.

500-Foot Vertical Clearance

The 500-foot clearance zone is characterized by the vertical limits of the most expansive imaginary surface—the approach and departure clearance surface, illustrated on Figure 7.2. In this surface, for every 50 horizontal feet extending from the end of runway, development can extend one vertical foot up to 500 feet.

Controlled Compatible Land Use Area Subzone

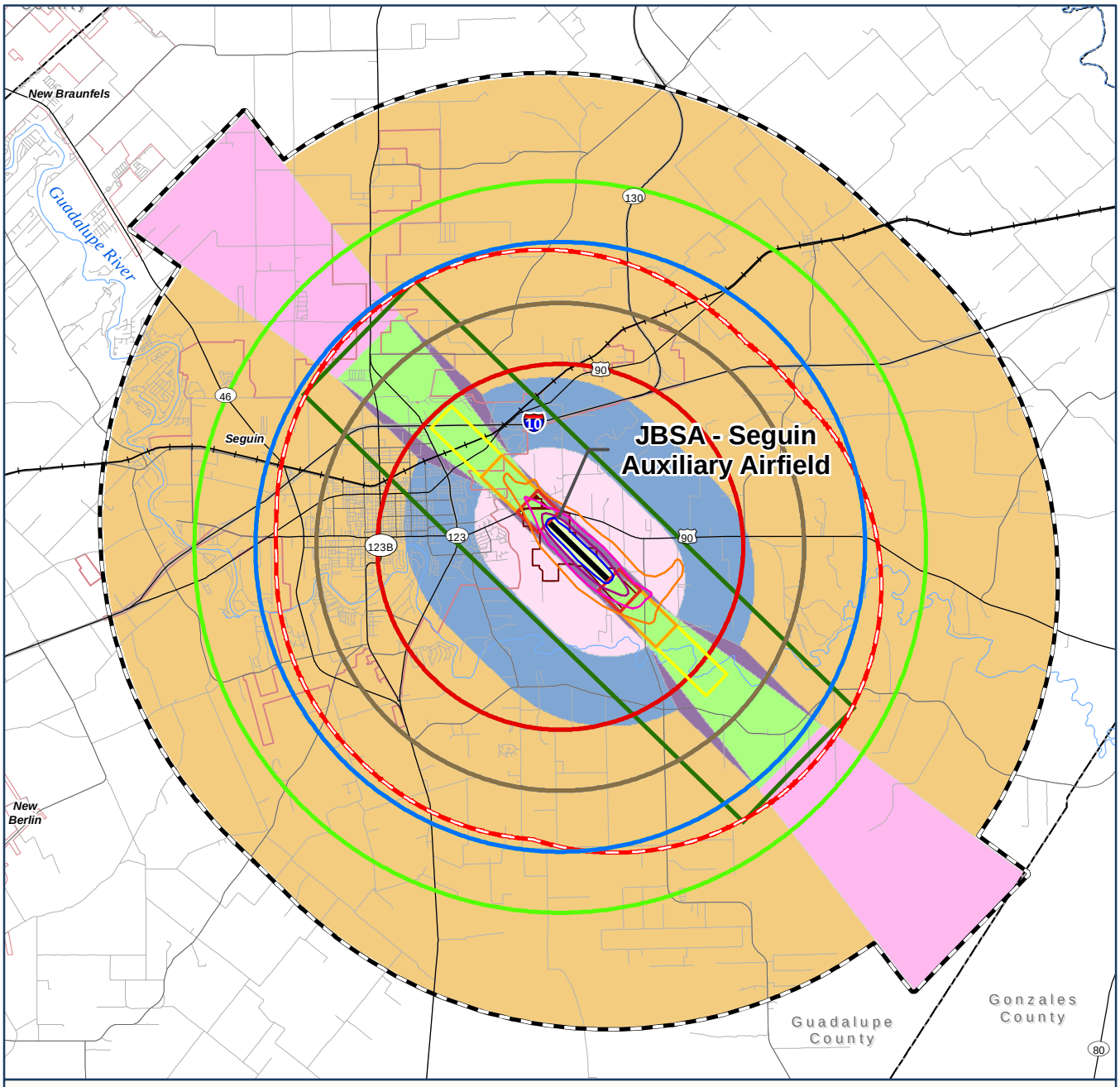
The CCLUA boundary around JBSA-Seguin is the MIA subzone that would allow for airfield zoning coordination and would give land use authority to an established Joint Airport Zoning Board (JAZB), pursuant to Texas Local Government Code, Section 241.014. This MIA subzone defines an area for the JAZB to regulate and adopt airport zoning regulations for lower densities and height restrictions, including areas within the Safety and Noise Subzones, and within the unincorporated portion of Guadalupe County since the county does not have land use authority. The CCLUA boundaries for JBSA-Seguin are shown on Figure 7.3.

Noise Military Influence Area Subzone

The Noise MIA subzone includes all land located off installation within the 65 dB noise contour for JBSA-Seguin. Other noise contours represent subzones for which noise sensitive land uses within this MIA subzone may be subject to sound attenuation measures to reduce noise impacts. Figure 7.3 illustrates the Noise MIA subzone.

Safety Military Influence Area Subzone

The Safety MIA subzone addresses areas that could be affected by low-speed and low-altitude aircraft associated with military training operations. As described in Chapter 3 of the Background Report, the safety zones include the Clear Zone and Accident Potential Zones I and II. These areas are characterized by a high risk for aircraft collisions due to location and types of aviation operations that occur. The size and location of these areas are indicated in Figure 7.3. Although development proximate to JBSA-Seguin is minimal, any new development located within this MIA subzone may be subject to lower densities and potentially other regulations.



Legend

- MIAOD Boundary
- 5-mile BASH Relevancy Area Subzone
- Controlled Compatible Land Use Area Subzone

Safety Subzone

- Clear Zone
- APZ I
- APZ II

Vertical Obstruction Subzone

FAA Part 77

- Up to 200' @ 3NM
- Up to 300' @ 4NM
- Up to 400' @ 5NM
- Up to 500' @ 6NM

Airfield Imaginary Surface

- Primary Surface Subzone
- Approach/Departure Clearance Surface Subzone (glide angle) = 50 ft to 1 ft up to 500 ft

Airfield Imaginary Surface

- Approach/Departure Clearance Surface Subzone (horizontal) = 500 ft
- Inner Horizontal Surface Subzone = 150 ft
- Conical Surface Subzone = 20 ft to 1 ft
- Outer Horizontal Surface Subzone = 500 ft
- Transitional Surface Subzone = 7ft to 1 ft

Noise Subzone

- 65 dB
- 70 dB
- 75 dB
- 80 dB
- Regional Cities

JLUS Partners

- Seguin
- Guadalupe County Boundary

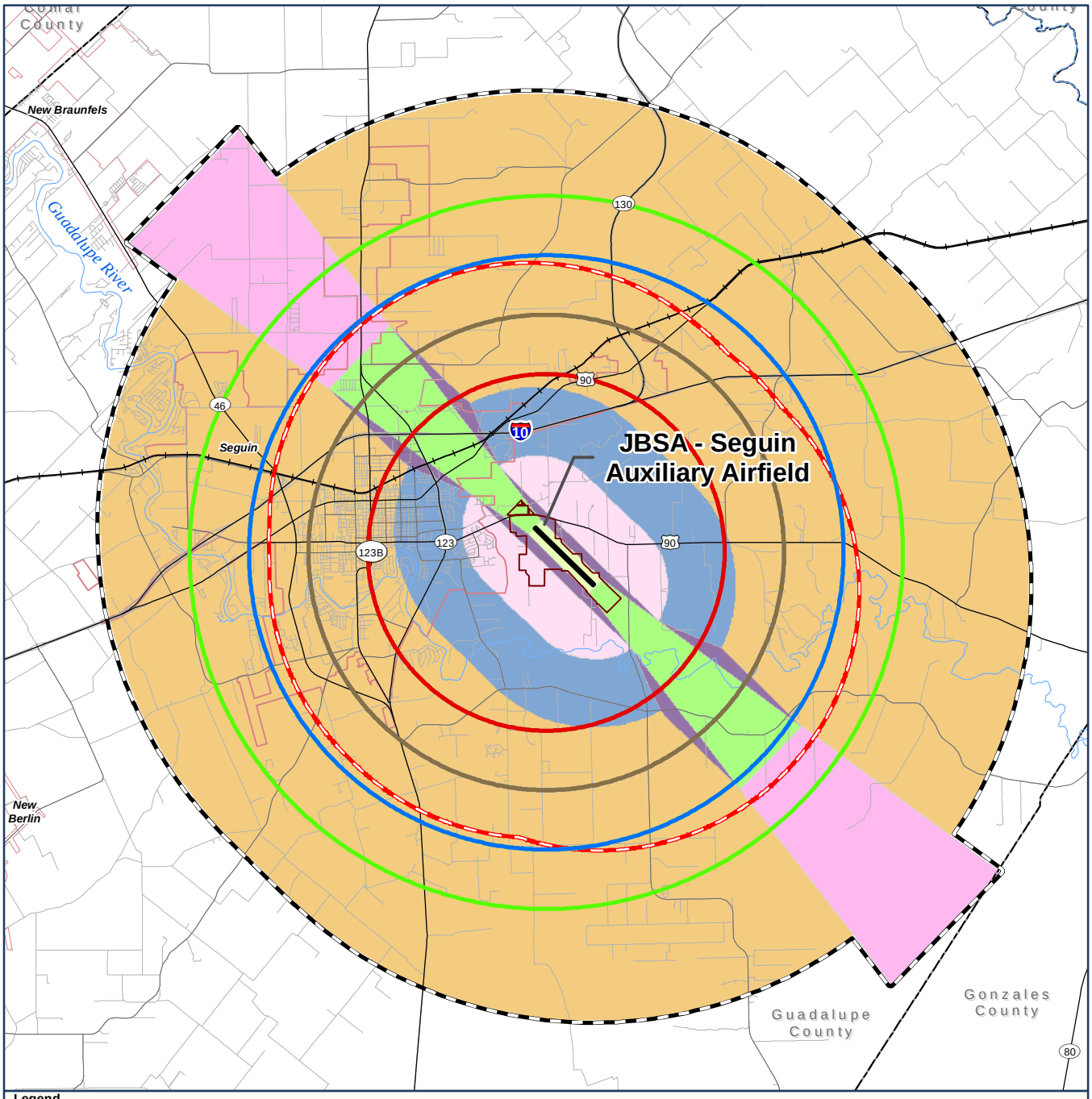
- JBSA - Seguin Auxiliary Airfield
- Runway Centerline
- Interstate / Highway
- Road
- Railroad
- River

0 1 2 Miles

Sources: FAA, 2013; JBSA-Randolph, 2013.

Matrix DESIGN GROUP

Figure 7.1
Military Influence Area Overlay District (MIAOD) and Subzones Composite
JBSA-Seguin Auxiliary Airfield



Matrix DESIGN GROUP

Figure 7.2
Military Influence Area Overlay District (MIAOD) with Subzones
BASH and Vertical Obstruction
JBSA-Seguin Auxiliary Airfield

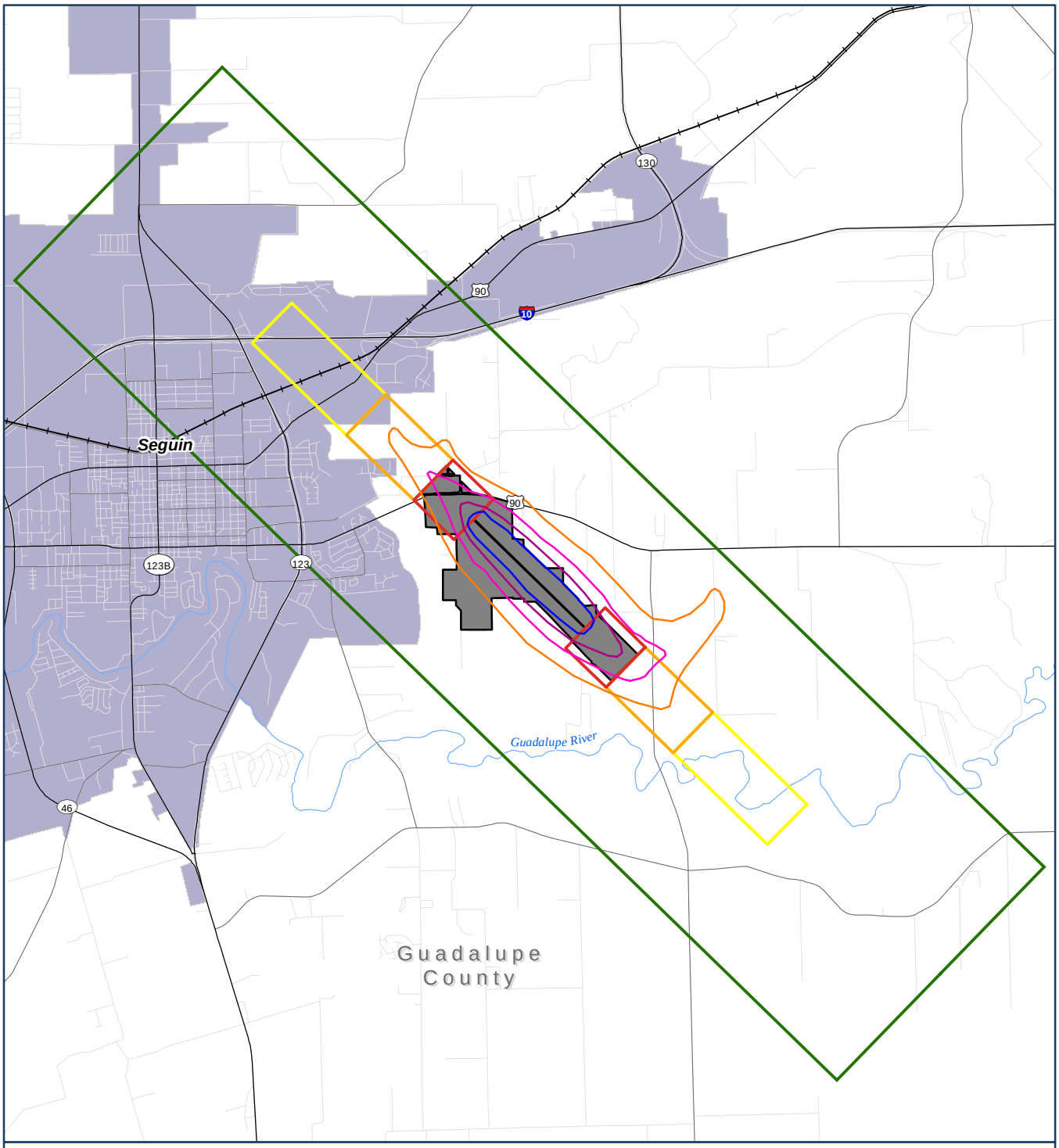


Figure 7.3
Military Influence Area Overlay District (MIAOD) with Subzones
Controlled Compatible Land Use Area, Safety, and Noise
JBSA-Seguin Auxiliary Airfield

Stinson Municipal Airport

Stinson Municipal Airport Military Influence Area Overlay District

The Stinson MIAOD is a proposed geographic area where strategies associated with each Stinson MIA subzone apply. Figure 8.1 illustrates the overall MIAOD, which is designed to reflect the area comprising all the MIA subzones for Stinson Municipal Airport. Figure 8.2 provides an inset of the Safety and Noise Subzones surrounding the airport.

Stinson Municipal Airport Military Influence Area Subzones

The four MIA subzones for Stinson are shown in Figure 8.1 and described on the following pages:

- BASH MIA Subzone
- Vertical Obstruction MIA Subzone
- Safety MIA Subzone
- Noise MIA Subzone

BASH Military Influence Area Subzone

The BASH MIA subzone is characterized by areas that could be affected by bird and wildlife strikes due to low-level flight operations. The BASH MIA subzone illustrated on Figure 8.1 represents a 5-mile statistical relevancy area from the center of the runway around Stinson. Certain land uses in this area may be subject to additional regulations to prevent attractants of birds and wildlife that could increase the risk of safety to pilots and aircraft flying at lower speeds and altitudes.

Vertical Obstruction Military Influence Area Subzone

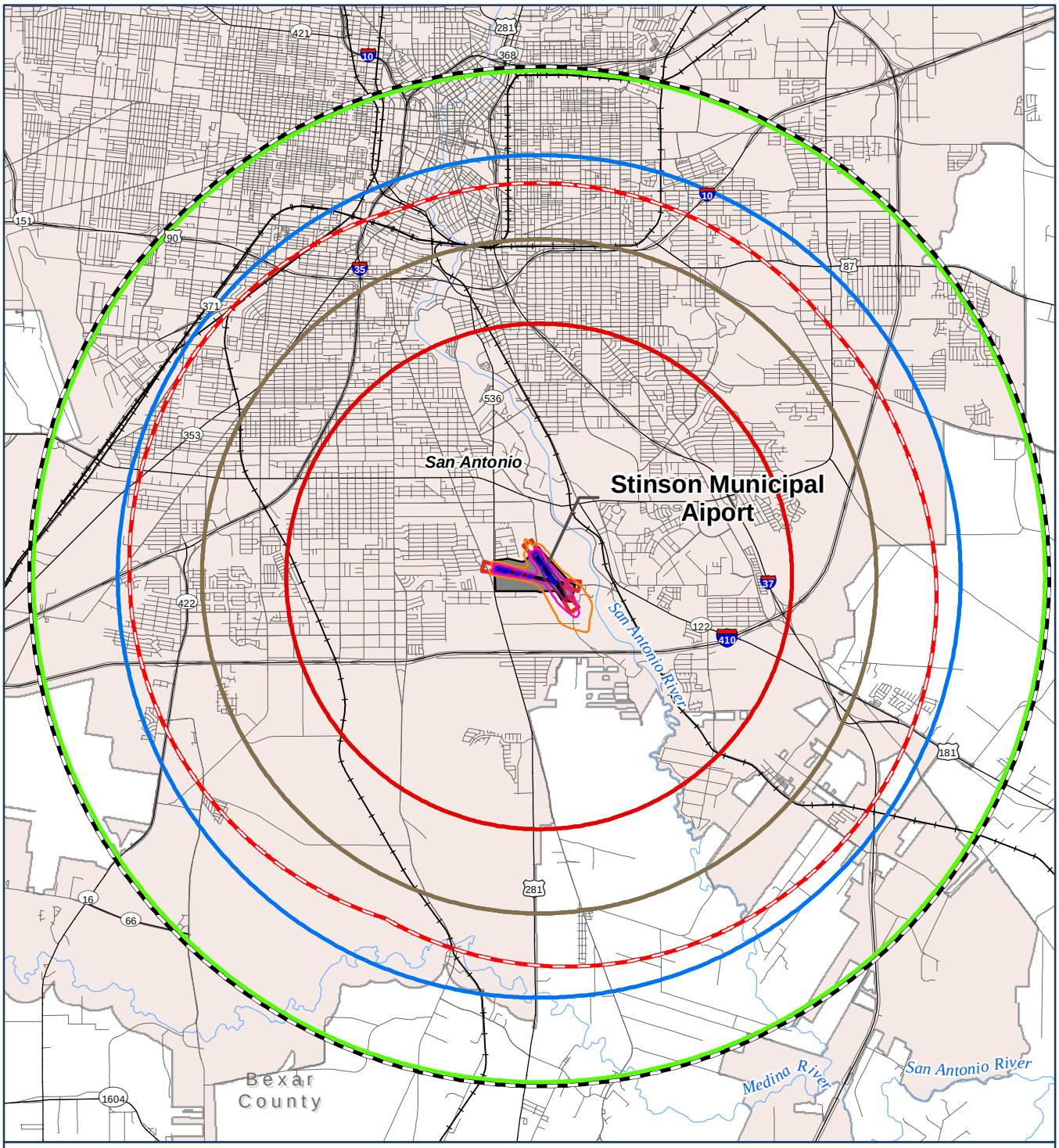
The FAA Part 77 Vertical Obstruction MIA subzone serves to protect important flight areas for aviation operations associated with Stinson. Within this MIA subzone, strategies address height restrictions to avoid vertical obstructions. The Vertical Obstruction MIA subzone for Stinson is depicted on Figure 8.1.

Safety Military Influence Area Subzone

The Safety MIA subzone addresses areas that could be affected by low-speed and low-altitude aircraft associated with military training operations. Safety zones for civilian airports include Object Free Areas, Runway Protection Zones, Runway Safety Areas and Obstacle Free Zones. These areas are characterized by a high risk for aircraft collisions due to location and types of aviation operations that occur. The size and location of the Stinson Runway Protection Zones are illustrated in Figures 8.1 and 8.2.

Noise Military Influence Area Subzone

The Noise MIA subzone includes all land located off installation within the 60 dB noise contour for Stinson. Other noise contours represent subzones for which residential development and other noise sensitive land uses within this MIA subzone may be subject to sound attenuation measures to reduce noise impacts. Figures 8.1 and 8.2 illustrate the 60 dB Noise MIA subzone.



Legend

- MIAOD Boundary
- 5-mile BASH Relevancy Area Subzone
- Safety Subzone

Noise Subzone

- 60 dB
- 65 dB
- 70 dB
- 75 dB

Vertical Obstruction Subzone (FAA Part 77)

- Up to 200' @ 3NM
- Up to 300' @ 4NM
- Up to 400' @ 5NM
- Up to 500' @ 6NM

JLUS Partner

- San Antonio
- Bexar County Boundary

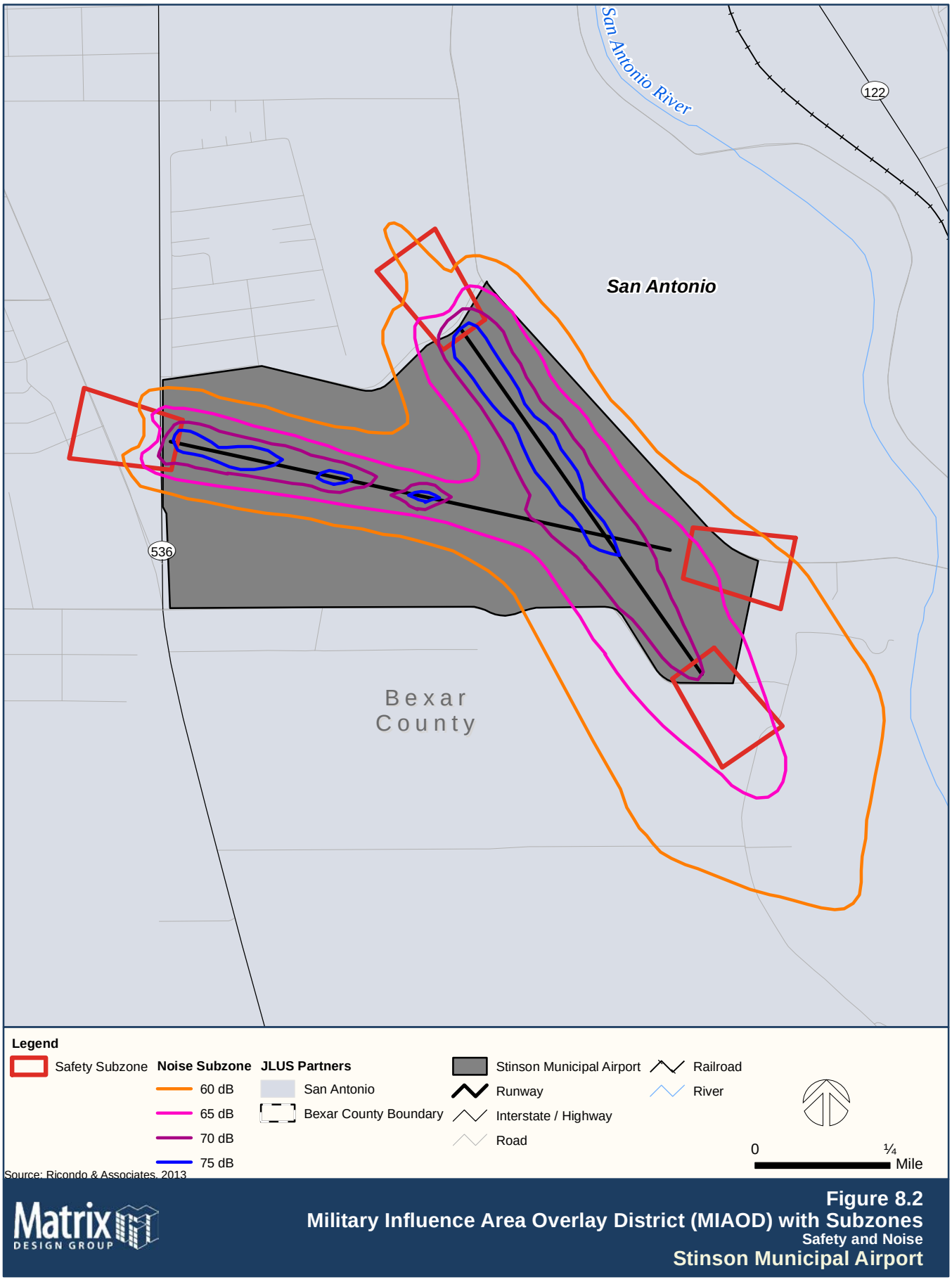
- Stinson Municipal Airport
- Runway
- Interstate / Highway
- Road
- Railroad
- River

0 1 2 Miles

Sources: FAA, 2013; Ricondo & Associates, 2013.

Matrix DESIGN GROUP

Figure 8.1
Military Influence Area Overlay District (MIAOD) and Subzones Composite
Stinson Municipal Airport



Matrix DESIGN GROUP

Figure 8.2
Military Influence Area Overlay District (MIAOD) with Subzones
Safety and Noise
Stinson Municipal Airport

6.2 How to Read the Implementation Plan

The strategies developed were designed to address the issues identified during preparation of the JLUS. The purpose of each strategy is to:

1. Avoid future actions, operations, or approvals that would cause a compatibility issue,
2. Eliminate an existing compatibility issue,
3. Reduce the adversity of an existing issue, or
4. Provide for on-going communications and collaboration.

To make the strategies easier to use, they are presented in a table format that provides the strategy and information on when and how that strategy will be implemented. Figure 9 highlights the format and content of the strategy table, and the following paragraphs provide an overview of how to read the information presented within each strategy.

Issue #. The issue # is an alpha-numeric number that provides a unique reference for each specific issue and strategy.

Type of Strategy. This column identifies the type of strategy being recommended. The column contains one of the following acronyms to represent the tool type:

Acq	Acquisition
CIP	Capital Improvement Program
Comm	Communication and Coordination
Disc	Real Estate Disclosures
Hab	Habitat Conservation Tools
Leg	Legislative Tools
MIA	Military Influence Area
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
Plans	General / Comprehensive / Master / Hazard / Airport Plans
Zon	Zoning Ordinance / Subdivision Regulations

Geographic Area. This column indicates the applicable Military Influence Area (MIA), if the strategy relates to an area outside JBSA-R. Additional details on MIAs are provided under the previous "Influence Areas" section.

Strategy. In bold type is a title that describes the strategy. This is followed by the complete strategy statement that describes the action needed.

Timeframe. This column indicates the projected timeframe of each strategy. The timeframes are described below:

2015	Strategy to be initiated by 2015 *(within 1-2 years of JLUS completion)*
2017	Strategy to be initiated by 2017 *(3 to 5 years from JLUS completion)*
On-Going	An on-going implementation action

Responsible Party. At the right end of the strategy table are a series of columns, one for each jurisdiction, military entity, agency, and organization with responsibility for implementing the JLUS strategies. If an entity has responsibility relative to implementing a strategy, a mark is shown under their name. This mark is one of two symbols that represent their role. A solid square (■) designates that the entity identified is responsible for implementing the strategy. A hollow square (□) designates that the entity plays a key supporting role, but is not directly responsible for implementation. The responsible parties are identified by their assigned acronym in the heading at the top of each page.

JBSA	Joint Base San Antonio
CPS/SAWS	City Public Service Energy/ San Antonio Water System
FAA	Federal Aviation Administration
RECSA	Real Estate Council of San Antonio
SABOR	San Antonio Board of Realtors
TXDOT	Texas Department of Transportation

Issue or Strategy #	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA / JBSA-Randolph	CPS / SAWS	FAA	RECSA / SABOR	TXDOT
ALTERNATIVE ENERGY DEVELOPMENT																	
AE-1	Zon	Vertical Obs MIA	**Amend Unified Development Codes and Zoning Ordinances to Establish Height Limits for Alternative Energy Development Structures.** Unified Development Codes and zoning ordinances need to require height restrictions for energy development structures within the vertical obstruction MIA. Ordinances should also be amended to require review and coordination by Air Force prior to issuing a permit for all commercial alternative energy developments in the study area.	2015	■	■	■	■	■	■							

Issue / Strategy Number: Alpha-numeric identifier used for reference.

Type of Strategy: An abbreviated description of the type of strategy used.

Military Influence Area: Where each strategy applies. For example, if only MIA is indicated, then that strategy only applies to areas within the MIA.

Strategy: Description of the strategy.

Timeframe: The expected initiation date for strategy implementation.

Responsible Party: The primary and partner responsible agencies. For example, the ■ denotes the primary agency who will take the lead in implementation. The □ denotes partner agency who will assist the primary agency in implementation.

Figure 9. JBSA-R Strategy Key

JBSA-Randolph JLUS Strategies

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
ALTERNATIVE ENERGY DEVELOPMENT																		
AE-1	Zon	JBSA-R JBSA-S Stinson Vertical Obs MIAOD Subzone	**Amend Unified Development Codes and Zoning Ordinances to Establish Height Limits, and Siting for Alternative Energy Development Structures.** In an effort to be proactive, amend unified development codes and zoning ordinances to regulate the height and siting of residential and commercial wind energy turbines to prevent interference with the safety of aviation within both the Vertical Obstruction MIAOD Subzones	2015	■		■	■	■	■	■		■					
AE-2	Comm	JBSA-R JBSA-S Stinson Vertical Obs MIAOD Subzone	**Educate Utility Companies and Encourage Them to Adopt Non-Reflective Solar Panel Criteria.** Educate utility companies on the importance of non-reflective solar panels and encourage them to adopt criteria for use within the Vertical Obstruction Military Overlay District.	2015	☐		☐	☐	☐	☐	☐		☐		■			

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
AE-2 (cont'd)			*Other Partners:* *CPS Energy, GVEC*															
AE-3	Plans/ Zon/ MOA	JBSA-R JBSA-S Stinson Vertical Obs MIAOD Subzone	**Coordinate with DoD Siting Clearinghouse.** Update comprehensive plans to include policies and amend Unified Development Codes (UDCs) and zoning ordinances to require all proposed alternative energy development projects be submitted to the DOD Siting Clearinghouse to review each project for mission compatibility. Include coordination with DOD Siting Clearinghouse as part of the MOA between JBSA and stakeholders. *Note: The DOD Siting Clearinghouse requirements and standards published in Title 32, Code of Federal Regulations, Part 211 shall advise and guide the process to facilitate the early submission of renewable energy project proposals to the Clearinghouse for military mission compatible review.*	2015/ On-going	☐		☐	☐	☐	☐	☐	☐	☐	■	☐	☐		☐

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
AT-1	Comm	JBSA-R JBSA-S MIAOD	**JBSA to Provide the Cities with the AT/FP Guidance for Development Along the Fence Line.** JBSA should provide the adjacent cities to JBSA-R and JBSA-S with the AT/FP criteria (setbacks, heights and types of structures, etc.) for development standards along and proximate the fence line. This would enable quick assessment of proposed development at or near the fence line.	2015	☐			☐	☐					■				
AT-2	CIPs	JBSA-R MIAOD	**AT/FP Improvements to JBSA-R East Gate** Program and construct project for East Gate improvements to achieve AT/FP compliance and to provide queuing inside the installation boundary.	2017										■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
AT-3	Plans/ CIPs	JBSA-R MIAOD	**FM 78 JBSA Randolph East Gate Intersection Improvements** JBSA should coordinate with TXDOT and plan, budget and construct dedicated turn lane from western FM 78 into East Gate and restriping of center turn lane from eastern FM 78 into East Gate entrance. *Other Partners: Alamo Area Metropolitan Planning Organization (MPO)*	2015	☐		☐	☐	☐	☐	☐	☐	☐	☐				■
INTER-AGENCY COMMUNICATION / COORDINATION																		
COM-1	MOA	JBSA-R JBSA-S Stinson MIAOD	**JBSA Representative to Attend City Council, Planning Commission, County Commissioners Court and other Agency Board Meetings to Provide Comments on Mission Compatibility Concerns for Proposed Developments** In an effort to continue a collaborative partnership, include in the MOA between stakeholders and JBSA that JBSA	2015	☐		☐	☐	☐	☐	☐	☐	☐	■	☐			☐

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-1 (cont'd)			agrees to provide a representative to attend and comment on mission compatibility issues on proposed developments at City Council, Planning Commission, County Commissioner Court and other agency board meetings. *Note: The JBSA representative will provide technical information on items being considered, but shall not directly vote to approve, conditionally approve, or deny a project or development application.* *Other Partners:* *Alamo Area MPO, Bexar Regional Watershed Management (BRWM), San Antonio River Authority (SARA)*																
COM-2	MOA	JBSA-R JBSA-S Stinson MIAOD	**Stakeholders to Provide JBSA an Opportunity to Review and Comment on Proposed Developments within the MIAOD** In an effort to continue a collaborative partnership, include	2015	■		■	■	■	■	■	■	■	■	■			■

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-2 (cont'd)			in the MOA between stakeholders and JBSA that the stakeholders agree to inform JBSA of any proposed developments within the MIAOD, and JBSA will provide comments regarding mission compatibility concerns, within an agreed upon and reasonable timeframe. This will include: ▪ Provide technical input and assistance to local jurisdictions to support discussion of projects and potential compatibility issues ▪ Definition of project types that require review ▪ Identification of the Points of Contact for all coordination ▪ Identify opportunities for appropriate JBSA personnel to participate in pre-application meetings for significant																	

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-2 (cont'd)			projects ▪ Establish a formal procedure for requesting and receiving comments ▪ JBSA review of development applications for property adjacent to JBSA-Randolph and JBSA-Seguin fenceline for compliance with AT/FP requirements ▪ Establish a standard, maximum timeline for responses, keeping in mind mandated review time periods as specified by State law and local procedures ▪ Provide notice to the JBSA on all public hearings regarding projects identified for coordination While consultation is expected to occur primarily on projects in the defined MIAOD, the Air Force should establish contacts																	

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-2 (cont'd)			and procedures for receiving notices and review opportunities on significant regional projects. *Other Partners:* *Alamo Area MPO, BRWM, SARA*															
COM-3	Plan MOA	Study Area	**JBSA to Develop a Stakeholders' Communications Protocol Plan and a Community Communications Portal** JBSA should develop both an internal and external stakeholders' communications protocol plan to manage external communications with the public, civic and business leaders, and other groups. ▪ Develop a Stakeholder Communications Protocol Plan that identifies who stakeholders at all technical and leadership levels should call for questions and coordination. ▪ Plan should include frequently called numbers and	2015	☐		☐	☐	☐	☐	☐	☐	☐	■	☐	☐	☐	☐

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-3 (cont'd)			points-of-contact ▪ Develop a JBSA Community Communications Portal that includes a JBSA portal phone number and email that acts as a clearinghouse for all incoming community questions ▪ Incorporate the Stakeholders' Communication Plan into the MOA between JBSA and stakeholders ▪ Add "Who-to-Call" Lists to the websites for topic matters that would be useful to the public Other Partners: Alamo Area MPO, BRWM, SARA															
COM-4	Comm	Study Area	**JBSA to Enhance Notifications to the Public for Training that Occurs Outside the Routine Schedule and Other Current Event News Relevant to Communities** JBSA should enhance notification techniques and measures about	2015	☐		☐	☐	☐	☐	☐	☐	☐	■		☐		☐

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-4 (cont'd)			training events that occur outside or in addition to the normal training schedule and other current events that are relevant to the citizens. Include a point of contact in all notifications. Notification techniques should include but not be limited to: ▪ JBSA Facebook / Twitter ▪ Public Service Announcements ▪ JBSA newspaper and other local newspapers ▪ Jurisdictions Public Affairs Office ▪ Links from jurisdiction websites to the JBSA website ▪ Group Email Blast to jurisdiction's elected and appointed officials and public safety officers																
COM-5	Comm	Study Area	**Enhance Visibility of the 12th FTW Community Engagement Office.** The 12th FTW should enhance the visibility of the	2015										■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-5 (cont'd)			Community Engagement Office to include but not limited to: ■ Post the contact information and building location on the main JBSA-Randolph website ■ Outreach to adjacent and proximate communities with the contact information for the office ■ Provide regular updates to community officials and staff ■ Respond in a timely manner in the events of complaints, etc.															
COM-6	Zon	JBSA-R Safety MIAOD Subzone	**Amend the Perpetual Clear Zone Easement To Define a JBSA Response Time For Proposed Development Application Reviews** JBSA-R and the City of Universal City should amend the Easement to incorporate a reasonable response time from the Air Force to enable efficient use of resources and maintain consistency with mandated	2017							■			■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-6 (cont'd)			timeframes for the development review process.															
COM-7	Comm	JBSA-R JBSA-S Stinson MIAODs	**Response Time from JBSA** The cities, counties and JBSA should work together to delineate a reasonable amount of time for JBSA to respond to development applications and other such planning matters. {See Strategy COM-2]	2015	■		■	■	■	■	■	■	■	■				
COM-8	Comm	Study Area	**Establish a JBSA-R JLUS Implementation Task Force** Formalize through a resolution that the JLUS-R Executive and Advisory Committees will transition to a JLUS Implementation Task Force and Sub Committee respectfully, and be responsible for monitoring the implementation of the recommended JLUS strategies and act as a forum for continued communication and sharing of information and current events associated with military	2015	☐		☐	☐	☐	☐	☐	■	☐	☐	☐	☐	☐	☐

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-8 (cont'd)			compatibility. *Note: This may be achieved through existing collaborative efforts, such as the JBSA Community Partnership.*															
COM-9	Comm	Study Area	**Plan and Facilitate a Visioning Session for Multiple Military Advocacy Organizations.** Bexar County should plan and facilitate a visioning session among all the organizations in the JBSA metrocom area that have similar missions and common goals to determine where efficiencies can be realized, resources can be optimized and advocate with a one-voice approach while preventing competing missions. *Other Partners: Alamo Area Council of Governments (AACOG), Tri-County Chamber of Commerce, San Antonio Chamber of Commerce, Northeast Partnership (NEP), Schertz Chamber of Commerce, JBSA Community Partnership*	2015	☐		☐	☐	☐	☐	☐	■	☐	☐				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-10	MOA	Region Wide	**Develop Memorandum of Agreement (MOA) for Multiple Military Advocacy Agencies** The County should work with JBSA to determine needs for advocacy of military-related matters. Then County should develop a MOA with the cities and other advocacy agencies AACOG and NEP delineating points-of-contacts and protocols for communication methods of contact, identification of appropriate agency for certain matters, and an action plan for managing and aligning multiple advocacy agencies in the Bexar and Guadalupe Counties. *Other Partners:* *AACOG, Tri-County Chamber of Commerce, San Antonio Chamber of Commerce, NEP, Schertz Chamber of Commerce, JBSA Community Partnership*	2015	☐		☐	☐	☐	☐	☐	■	☐	☐				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-11	Comm	Study Area / County-wide	**Create and Maintain a Regional Portal GIS Information Clearinghouse for Collecting and Distributing Updated GIS Layers / Maps Related to Military Operations** Currently, the City of San Antonio has a grant with the OEA to determine and identify an agency that could serve as the Regional Clearinghouse that can provide a portal to all JLUS stakeholders that would house as well as make available GIS layers and maps related to military operations. JBSA would be responsible for providing a comprehensive set of GIS layers for all military to the clearinghouse. The clearinghouse would be responsible for distributing all updated military operation GIS layers and maps to the partnering jurisdictions and stakeholder agencies to enable enhanced long-range compatibility	2015	☐		■	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-11 (cont'd)			planning. A protocol for accessing and updating the information should be developed to ensure accuracy and appropriate security measures are established. *Other Partners:* *AACOG, Alamo Area MPO, BRWM, SARA*															
COM-12	Comm	Study Area	**Randolph Tower (RND) Airspace Manager and 12 FTW Safety Office should continue working with General Aviation groups and the FAA in reducing VFR pop-up traffic transiting Military Operating Areas (MOAS)** RND Airspace Manager, Airspace squadron Points-of-Contact (POCs) and squadron Duty Officers (DOs) should continue to visit Houston Center and San Antonio Tower/Terminal Radar Approach Control (TRACON) to brief air traffic controllers on an annual basis the importance of issuing Traffic Advisories and Alerts to all users of RND	2015										■		☐		

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-12 (cont'd)			MOAs. ■ 12 FTW Safety Office and Airspace Manager should continue safety briefings at venues attended by General Aviation pilots and inform them of the hazards associated with flying into active MOAs. ■ 12 FTW Safety Office should vigorously reach out to airports in the surrounding area by conducting on site visits and posting diagrams depicting RND flying routes and MOAs along with Mid-Air-Collision-Avoidance brochures. MOA scheduling utilizing the latest software program sanctioned by the Air Force will be utilized and specified in Letters of Agreement with RND and FAA agencies as required so that																

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-12 (cont'd)			Notices to Airmen are automatically issued advising all General Aviation flyers when the MOAs are active. *Other Partners:* *San Antonio International Airport (SAT) and RND*															
COM-13	Zon	JBSA-R JBSA-S Stinson Vertical Obs MIAOD Subzone	**Amend UDCs or Building Codes to Not Permit Temporary Cranes within the Transitional Area of the Airfield** The cities should amend their UDCs to incorporate regulations for not permitting temporary cranes within the transitional area of the imaginary surface in order to prevent vertical obstruction into critical navigable airspace. The cities should require coordination with the FAA to determine obstruction evaluations so mitigation measures and coordination with JBSA can be applied.	2015	■			■			■			☐		☐		

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-14	Comm	Study Area	**Consider Public-Public or Public-Private (P4) Partnerships for Cost Savings** Identify opportunities for jurisdictions and JBSA to partner on and use Section 331 of the Federal Regulations to achieve cost savings.	2015	■		■	■	■	■	■	■	■	■	■			■
COM-15	Zon	MIAOD / CCLUAs	**Update or Develop Crane / Temporary Construction Permit Forms** Some jurisdictions surrounding JBSA-R regulate temporary construction cranes through the use of permits; however the permits need to be updated to reflect current information and other cities need to develop these permits to regulate such activity. ▪ The City of San Antonio should update their website with the updated Crane / Temporary Construction Form and remove old copies on internal sites and the website. ▪ The cities of	2015	■			■		■	■			☐		☐		

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-15 (cont'd)			Schertz, Selma, Live Oak, and Universal City should develop temporary crane / construction permits to enable appropriate coordination with the FAA and JBSA-R and determine obstruction evaluations so mitigation measures can be applied prior to construction.															
COM-16	Comm	JBSA-R	**JBSA Representative to Accompany City Officials to talk to Landowners** A uniformed JBSA Representative should accompany City of Converse Officials to talk to Landowners about the issue with the clear zones and the 1604 Corridor Study.	2015 On-going	■									☐				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-17	Comm	JBSA-R Study Area	**Coordinate Partnering Efforts** The Air Force / JBSA will use the JLUS Report and associated information / data as part of the communities' input into the ICEMAP development process to eliminate the potential for conflicting data and recommendations. If there are conflicts between the ICEMAP and JLUS recommendations, JBSA-Randolph shall resolve them with the communities.	2015										■				
COM-18	Comm	JBSA-R JBSA-S and Stinson Study Area	**Incorporate Recommendations of the JBSA-Randolph JLUS into the Joint Base San Antonio Regional Joint Land Use Implementation Strategy** The City of San Antonio should ensure that the findings and recommendations of the JBSA-Randolph JLUS are incorporated into and coordinated with the Joint Base San Antonio Regional Implementation Strategy.	2015			■											

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
DUST, SMOKE, STEAM																		
DSS-1	Comm	JBSA-R JBSA-S and Stinson Study Area	**Coordinate with JBSA Regarding Proposed Developments that Generate Dust, Smoke or Steam Within the Approach and Departure Corridor** Coordinate with JBSA about any existing facilities undergoing renovations and proposed developments that generate dust, smoke, or steam that are located within the approach and departure corridor in order to prevent plumes that may impair the vision of the pilots. *Other Partners: TCEQ, Texas Railroad Commission (TRRC)*	On-going	■		■	■	■	■	■			☐				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
DSS-2	Comm	Stinson Study Area	**Notify RND when Visibility Near Stinson Municipal Airport is Less Than Desirable for Aviation Operations** The City of San Antonio / SAT should continue to monitor visibility near the Stinson Municipal Airport and notify JBSA-R when conditions are not safe for aviation activity in the area.	On-going			■							☐				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
HOUSING AVAILABILITY																		
HA-1	Comm	Study Area	**Coordinate JBSA Housing Needs** Develop partnership with local realtors, realtor associations, and local planning departments to share information regarding military housing needs on a regular basis via the JBSA Housing Market Analysis (HMA) report	On-going	☐		☐	☐	☐	☐	☐	☐	☐	■			☐	

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
HA-2	Plans	Study Area	**Incorporating Military Housing Needs in Jurisdictional Comprehensive Plans** When a jurisdiction updates its comprehensive plan, the plan should include a discussion of military housing needs and programs to address housing needs, both permanent (family and unaccompanied service members) and transient housing. As part of this effort, JBSA will provide jurisdictions with current information on housing demands, amount of housing provided by the installation, generalized income, by rank, of personnel living off-base, and current distribution data on off-base personnel by zip code via the JBSA Housing Market Analysis (HMA) report.	On-going	☐		☐	☐	☐	☐	☐	☐	☐	■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
INFRASTRUCTURE EXTENSIONS																		
IE-1	Plans	JBSA-R JBSA-S and Stinson MIAOD	**Coordinate Infrastructure Capacity Planning with JBSA** Stakeholders should coordinate with JBSA on a region-wide basis in the development of infrastructure master plans, capital improvement plans (CIP), utility service agreements (USAs), and other similar long-range plans to avoid overlap and duplication of services. Development of systems that can serve both community (including Converse) and JBSA-R's needs should be evaluated when appropriate. *Other Partners: Alamo Area MPO, BRWM, SARA, Regional Mobility Authority (RMA)*	On-going	■		■	■	■	■	■	■	■	☐	■			■
IE-2	Comm	JBSA-R JBSA-S and Stinson MIAOD	**Coordination on Infrastructure Planning** Notify and coordinate infrastructure expansion plans with JBSA. When communities or	2015	■		■	■	■	■	■	■	■	☐	■			■

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
IE-2 (cont'd)			other service providers move forward with any plans of extending infrastructure in the vicinity of JBSA-R, such as a sewer extension, JBSA-R should be notified. The provider should be prepared to discuss alternatives that would help reduce potential future incompatible development along the infrastructure line (incompatible growth-inducement). The coordination should be done early in the planning process to optimize compatibility and reduce costs associated with plan changes. JBSA should prepare and provide feedback within a reasonable timeframe so as not to delay development. *Other Partners: Alamo Area MPO, RMA, SARA*															

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LAND / AIR SPACE COMPETITION																		
LS-1	CIP	Study Area	**Next Generation Air Transportation System Improvements** SAT and RND should work with the FAA to identify and budget for specific NextGen improvements that have a regional benefit including System Wide Information Management (SWIM) program and Automatic Dependent Surveillance – Broadcast (ADS-B) technology.	2017			☐							☐		■		
LS-2	Comm	Study Area	**Advertise / Educate Mid-Air Collision Avoidance (MACA) Program** Develop education brochures on how to avoid mid-air collisions within airspace where military operations occur. Provide the MACA Handbook and the mid-air collision brochure on the JBSA website and other online locations where general aviation pilots have access.	2015 On-going										■		☐		

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LS-3	Comm	Study Area / Region-Wide	**Region-Wide Airspace Utilization Study** FAA should work with SAT, RND, and TXDOT representatives (as appropriate) to facilitate discussions regarding the feasibility of conducting a region-wide airspace utilization study. This discussion would include representatives of JBSA, TXDOT, regional airport operators, and other relevant stakeholders to determine feasibility and funding mechanisms for such a study.	2015			☐							☐		■		☐

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LEGISLATIVE INITIATIVES																		
LEG-1	Leg	Study Area	**Facilitate Legislative Initiative to Amend Property Sellers Disclosure** Work with San Antonio Board of Realtors (SABOR), Real Estate Council of San Antonio (RECSA), Texas Association of Realtors (TAR) and other real estate advocates to facilitate a legislative initiative to include notification of military impacts on property in seller disclosures (TAR Forms 1406 and 1506). *Other Partners: SABOR, RECSA, TAR, other reals estate advocates*	2017								■					☐	

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LEG-2	Leg	Study Area	**Amend Property Code Section 5.008 of Sellers Disclosure of Military Impacts** The State Legislature with the support of TAR and Non-TAR members to amend the property code to incorporate language that discloses information related to military impacts, as it pertains to the property in the transaction. *Primary Partner: State Legislature*	2015													■	
LEG-3	Plans	JBSA-R JBSA-S and Stinson Vertical Obs MIAOD Subzone	**State to Adopt Part 77 as State Law to ensure Federal Aviation Regulation (FAR) Part 77 Compliance** State should adopt Part 77 and any amendments to the law to ensure Part 77 compliance for local jurisdictions. For all new, redeveloped or rehabilitated transmission, communications, energy generation structures (including electrical transmission towers/lines, cellular and radio transmission towers, wind generation	2015	☐		☐	☐	☐	☐	☐	☐	☐		☐	☐		

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LEG-3 (cont'd)			towers, and other similar uses.) or any type of structures that have a proposed height of 99' or higher, ensure compliance with FAR Part 77 height limit requirements to minimize vertical obstructions and congested airspace. In addition, ensure the developments and structures are compatible with, and do not pose a safety hazard to, air operations in the region. *Primary Partner: State Legislature*															

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LEG-4	Acq	Study Area	**State to Establish Grant Matching Program to assist Jurisdictions to Acquire Land in the CZs** The State should establish or modify current grant mechanisms that provide a match to local jurisdictions around military installations to acquire the land within the CZs of the airfield. This will protect the JBSA-R mission as well as other military missions. *Primary Partner: State Legislature*	2015	☐		☐	☐	☐	☐	☐	☐	☐					

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LIGHT AND GLARE																		
LG-1	Plans	Study Area	**Conduct Lighting Study / Screening** Bexar County should work with JBSA and the surrounding communities to conduct a lighting study / screening to determine areas where light pollution may adversely impact the base's mission. This will determine for the communities what types of lighting regulations would be necessary to stop further light pollution in this area and region-wide.	2015	☐		☐	☐	☐	☐	☐	■	☐	☐	☐			
LG-2	Zon	Study Area	**Amend UDCs and Zoning Ordinances to Incorporate Dark Sky Lighting Controls** The cities should amend their UDCs and zoning ordinances delineating the downward directional lighting for land uses, regulations for light pollution trespass including lumens and not permitting light to be emitted above the 90 degree horizontal plane, and timers for lights.	2017	■		■	■	■	■	■	■	■	☐				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LG-2 (cont'd)			Limit Correlated Color Temperature (CCT) values for LED street lights to 4100k. This shall include requirements for downward directional, shielded, or fully-cutoff lighting in new construction and street lights, and controls for unregulated and unconventional sources of light, i.e. laser scopes for paintball shooting accuracy and other similar uses. *Other Partners:* *Cities of Live Oak*															
LG-3	Comm	JBSA-R JBSA-S Stinson Vertical Obs MIAOD Subzone	**Educate Utility Companies and Encourage Them to Adopt Anti-Glare Construction Materials in Solar and Renewable Energy Facilities** Educate utility companies on the importance of anti-glare construction materials, such as the use of an anti-reflective coating on photovoltaic solar panels and prohibiting the use of reflective (mirrored) materials, for solar panels and	2015	☐			☐		☐	☐			☐	■			

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LG-3 (cont'd)			other renewable energy facilities for roof-top on ground-mounted applications. Encourage utility providers to adopt criteria for use within the Vertical Obstruction Military Overlay District. *Other Partners: CPS Energy, GVEC*															

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LAND USE																		
LU-1	Plans/ Zon	JBSA-R JBSA-S and Stinson MIAOD	**Military Influence Area Overlay Zoning District (MIAOD)** Amend the UDCs and update comprehensive plans to include the Military Influence Area Overlay District (MIAOD). The MIAOD will assist in achieving military compatibility. Description of the MIAOD and its subzones can be found in the JLUS Implementation section narrative. The MIAOD consists of 4 subzones: ▪ Safety MIAOD Subzone – This area is comprised of the CZs, APZs and the Runway Protection Zones (RPZ) ▪ Noise MIAOD Subzone – This subzone is comprised of the area encompassed within the footprint of the noise contours identified in the most recent JBSA-R AICUZ and the Stinson noise contours	2015			■	■	■	■	■			☐					

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-1 (cont'd)			▪ Vertical Obstruction MIAOD Subzone – This Subzone is comprised of the area that encompasses the various airfield imaginary surfaces zones and the FAA Part 77 vertical obstruction evaluation criteria (rings). ▪ BASH MIAOD Subzone –This area is comprised of a five nautical mile radius around these areas in consideration of the potential future new aircraft scheduled for operational capability in 2017 – 2023. ▪ Jurisdictions should consider adopting the heights and slopes of imaginary surfaces of the Vertical Obstruction MIAOD into their plans and UDCs															

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-1 (cont'd)			and collaborate on a case-by-case basis with JBSA to ensure development does not pose a vertical obstruction. ▪ Jurisdictions should work with JBSA concerning land uses that may attract birds i.e. detention ponds, landfills, golf courses, certain agriculture uses, etc.															
LU-2	Plans	Study Area	**Update City Comprehensive Plans** The cities should update their comprehensive plans to support military compatibility policies based on the assessment provided in Chapter 5 of the JLUS Background Report. The compatibility policies should be based on guidance from the JLUS and be incorporated in the following topic areas: Land use, transportation, parks and recreation, water quality, infrastructure,	2015			■	■	■	■	■			☐				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-2 (cont'd)			economic development, etc.															
LU-3	Zon	JBSA-R Safety MIAOD	**Amend Comprehensive Plans to Limit Density on Land in West Side of JBSA-R Southern Accident Potential Zone II.** Amend Comprehensive Plan policy and the future land use map to limit development in APZ II of the JBSA-Randolph western runway to 1 dwelling unit per 10 acres.	2015	■			■		■	■							
LU-4	Zon	JBSA-R Safety MIAOD	**Amend Comprehensive Plan to Limit Density on East Side of JBSA-R Southern Accident Potential Zone II.** Amend Comprehensive Plan policy and the future land use map to limit development in APZ II of the eastern JBSA-Randolph runway to 1 dwelling unit per 20 acres.	2015				■										

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-5	Zon	JBSA-R Safety MIAOD	**Amend Comprehensive Plans to Limit Density on Land Between West and East Runway South Safety Zones** Amend Comprehensive Plan policy and the future land use map to limit development between the west and east runway south safety zones of JBSA-Randolph to 1 dwelling unit per 10 acres.	2015				■			■							
LU-6	Zon	JBSA-S CCLUA	**Establish a Joint Airport Zoning Board (JAZB)** Establish a JAZB for JBSA-S's Controlled Compatible Land Use Area (CCLUA) using the authority of the State Local Government Code 241. The JAZB is required to develop a charter, a zoning ordinance (that would include the MIAOD and its associated subzones), and a zoning map for the CCLUA. The zoning categories within each of the MIAOD subzones should be based on the AF AICUZ instructions	2015					■				■					☐

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-6 (cont'd)			guidance, FAA guidance and the TXDOT guidance for compatible land use around airports.															
LU-7	Zon	JBSA-R Safety MIAOD Subzone	**Evaluate the Feasibility of Creating a JAZB for JBSA-Randolph for the West and East Runway Safety Zones** The cities of Schertz, Selma, and Universal City along with Bexar and Guadalupe counties should evaluate the feasibility of creating a JAZB for the JBSA-Randolph West and East Runway Safety Zones to provide adequate protections and land use regulations for the ETJs and land located in this area.	2015				■		■	■	■	■					

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-8	MOU	JBSA-R JBSA-S and Stinson Safety and Noise MIAOD Sub-zones	**Develop a Memorandum of Understanding (MOU) with School Districts** JBSA should develop a MOU with the surrounding school districts to coordinate on all future school master plans to prevent schools from being planned in noise sensitive and safety areas of the Noise and Safety Subzones.	2015/ On-going			☐	☐	☐	☐	☐		☐	■				
LU-9	Plans	JBSA-R JBSA-S and Stinson MIAOD	**Acquire Conservation Easements to Secure Buffer in JBSA-R Airfield Safety Zones** Participate in the Readiness and Environmental Protection Initiative (REPI) program and other buffering and conservation programs to purchase restrictive use easements or fee title to lands that present threat of encroachment and impact on military operations. The Air Force should identify potential REPI and other conservation partners, land that meet the REPI criteria, and identify willing sellers. *Other Partners:*	2017				☐		☐	☐			■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-9 (cont'd)			*Nature Conservancy Agencies*															
LU-10	Acq	JBSA-R Safety MIAOD Subzone	**Acquire Land in JBSA-R's Northern and Southern CZs** JBSA-R to determine an ideal funding mechanism to purchase the vacant land located in the northern and southern JBSA-R CZs to provide protection for the JBSA-R mission.	2017										■				
LU-11	Plans	JBSA-R MIAOD	**Transfer of Development Rights (TDR) Program** The cities should assess and consider developing a TDR program to protect the JBSA-R mission and redirect potentially incompatible development to a more ideal location away from mission-critical operational areas.	2017			■		■	■	■			☐				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-12	Zon	JBSA-R JBSA-S Stinson Safety and Noise MIAOD Subzone	**Include Statement (Note) in Plats** In order to prevent litigation regarding a situation where a property owner stated they were not informed that their property was located within an airfield safety zone (CZ, APZ I and II, or RPZs) and / or a Noise Subzone, jurisdictions should include on all future plats that are located in these subzones language stating that they are located in a military operating area that can be subject to noise, vibrations, odors and other such impacts.	2015			■	■	■	■	■		■					
LU-13	Plans	N/A	**Amend 1604 Corridor Study** Consider amending the 1604 Corridor Study in conjunction with JBSA-Randolph advocating for the funding of Rocket Lane Gate construction.	2015	■									■				

COMPLETED

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-14	Plans/ Zon/ Comm	JBSA-R JBSA-S Stinson	**Consider a Development Coordination Area** Until legislation is enacted that mandates development coordination with JBSA-Randolph, consider using the Military Overlay District as a Development Coordination Area where development will be coordinated with JBSA officials on a case-by-case basis. The criteria that will trigger coordination include the following: ▪ Structure Height ▪ Density ▪ Light and Glare (Daytime glare from buildings) ▪ Noise ▪ Uses that produce dust and smoke	On-going	■													

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-15 IN PROCESS	Acq	JBSA-R	**Consider Subdividing the Three Parcels of Land to Account for the 500 Feet in the Clear Zone** City of Converse and an uniformed Air Force personnel should consider advocating to the landowners to subdivide the land that would account for the 500 feet in the CZ. Then the City or the AF could reasonably acquire the 500 feet of land to protect general public.	2017	■									☐				
LU-16	Acq/ Plans	JBSA-R	**Consider Pursuing Funding Opportunity with the State to either Acquire the CZ land or to Fund Portions of the Rocket Lane Gate.** City of Converse should consider utilizing the funding opportunities available to them through the Governor's Office, Texas Military Preparedness Commission to either acquire the land in the CZ and place under perpetual easement or assist in funding the improvements at the proposed Rocket	2015	■									☐				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-16 (cont'd)			Lane Gate.															
LU-17	Acq	JBSA-R	**Cities should Support JBSA-R in Efforts to Acquire Land with the CZs.** The Cities support JBSA-Randolph in efforts to acquire land within the CZs by identifying and pursuing potential funding opportunities including bonds, state funds, sales tax revenue, grants, etc.	2015	■			■			■			☐				
LU-18	Plans	JBSA-R MIAOD	**Develop Land Use Plans for ETJs in the JBSA-Randolph MIAOD** Although cities do not have land use or zoning authority in their ETJ, they should consider developing land use plans for these areas that achieve a future vision compatible with the existing and future military mission of JBSA-Randolph and promotes viable community development if annexed.	2015/ On-going	■			■		■	■							

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-19	Plans	JBSA-R MIAOD	**Consider and Potentially Develop Plan for Annexation or Limited Purpose Annexation** The cities should consider and potentially develop plans for annexation or limited purpose annexation of ETJ parcels where infrastructure improvements and regulations are consistent with the JLUS findings and recommendations to ensure development in these areas is compatible with the existing and future JBSA-Randolph mission.	2015/ On-going	■			■		■	■							
LU-20	Plans / Zon	JBSA-R Safety MIAOD	**Amend Zoning to Stipulate how Planned Developments in the APZ I and II Should be Utilized** The Cities of Selma and Schertz should amend the UDC and Zoning Code to expressly note that Planned Development Zoning Districts in the APZ I and II safety zones should be used only to achieve greater compliance with the JLUS goals.	2015				■		■								

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-20 (cont'd)			They should not be used to allow cluster developments that concentrate development, including houses, within these areas.															
LU-21	Plans / Zon	JBSA-R Safety MIAOD	**Amend Zoning to Prohibit Clustering in JBSA-Randolph APZ I and APZ II Areas** The cities should amend their UDC or Zoning Codes to prohibit the clustering of residential development within JBSA-Randolph APZ I and APZ II areas.	2015	■		■	■		■	■							

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
NOISE AND VIBRATION																		
NV-1	Zon	JBSA-R JBSA-S AND Stinson Noise MIAOD Subzone	**Adopt Statewide Building Code Requirements Incorporating Sound Attenuation Measures** Jurisdictions should adopt building code requirements for new construction within the Noise MIA Subzone that requires attenuation measures to meet the guidelines of the AICUZ recommended by this JLUS. *Other Potential Partners:* *Cities of Cibolo, Garden Ridge, and Live Oak*	2017	■			■	■	■	■							

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
NV-2	Com	Study Area	**Educational Materials on Sound Attenuation Methods** Use or modify DOD or FAA Sound Attenuation educational materials as a supplemental educational document, describing building techniques which can be used to achieve the required 45 dB LDN interior noise maximum threshold. Local jurisdictions should make use of already available technical support materials from the Federal Aviation Administration and / or Department of Defense.	2015/ On-going	■		■	■	■	■	■			■				
NV-3	Zon	JBSA-R JBSA-S Stinson Noise MIAOD Subzone	**Amend UDCs, Building Codes, and Zoning Ordinances to Incorporate Recommended Land Use Guidelines and Sound Attenuation Measures for Properties Within the 65 dB noise contour and greater.** If the adopted building codes of the jurisdictions do not require residential uses and other noise	2015	■		■	■	■	■	■							

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
NV-3 (cont'd)			sensitive land uses to have an interior noise level of 45 dB, then the jurisdictions should amend their UDCs, building codes, and zoning ordinances to require the recommended 45 dB for interior noise levels for properties within the 65 dB noise contour and greater. This amendment should apply to all new construction and renovations where more than 50 percent of the structure is renovated.															
NV-4 COMPLETED	Comm	JBSA-R JBSA-S Stinson Noise MIAOD Subzone	**Signage in the Rights-of-Way to Notify Citizens that the Community is Shared with JBSA-Randolph** The cities should design, develop, and place signage in community-wide rights-of-way to notify citizens that the community is shared with JBSA-Randolph and subject to potential impacts of overflight and noise.	2015	■		■	■	■	■	■					☐		

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
NV-5	Plans	JBSA-R JBSA-S and Stinson Noise MIAOD Subzone	**Develop a Voluntary Sound Attenuation Retrofit Program for Noise Sensitive Uses** Develop a sound attenuation program for willing property / home owners supporting the Statewide Energy Code. Where possible incorporate incentives.	2017	■		■	■	■	■	■					☐		
NV-6	Zon	JBSA-R JBSA-S and Stinson Noise MIAOD Subzone	**Assess the Viability of the Dedication of Avigation / Noise Easements for Discretionary Development Approvals** Assess the viability of the dedication of avigation / noise easements for new development projects requiring discretionary development approvals. Avigation easements confer the right to aircraft overflight and to generate impacts associated with normal aircraft operation such as noise, vibration, odor, air currents, illumination, and fuel consumption.	2015	■		■	■	■	■	■							

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
NV-7	Zon	JBSA-R JBSA-S and Stinson Noise MIAOD Subzone	**Require the Dedication of Avigation / Noise Easements and a Note on the Plat for Discretionary Development Approvals** Require avigation / noise easements and a Note on the Plat of the avigation easement for new development projects requiring discretionary development approvals. Ensure that easement language is standardized across all jurisdictions.	2015	■		■	■	■	■	■							

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
ROADWAY CAPACITY																		
RC-1	Comm	Study Area	**Transportation Improvements / Expansions** Monitor capital improvement projects to ensure roadway capacity is sufficient to meet local and regional mobility needs without causing growth inducement and increased roadway congestion near JBSA-R. *Other Partners: Alamo Area MPO, RMA*	On-going	■		■	■	■	■	■	■	■	☐	■			■

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
RC-2	Zon / Plans	JBSA-R Study Area	**Mass Transit Options** The cities surrounding JBSA-R should work with VIA Metropolitan Transit Authority and consider voting in and assessing the sales tax to their residents that would fund mass transit options for their residents. Provide educational materials to residents about the mass transit options that are available to them both on-base and off-base, including van pools. *Other Partners: VIA Metropolitan Transit Authority*	2015				■	■	■	■							
RC-3	Plans	JBSA-R Study Area	**Prepare a Traffic Modeling Study for the Areas Immediately Surrounding JBSA-Randolph** TXDOT should coordinate with JBSA-R and the surrounding communities to prepare and develop a comprehensive traffic modeling study for the areas immediately around JBSA-R to assess roadway capacity levels for egress and ingress of the base.	2017	☐		☐	☐	☐	☐	☐	☐	☐	☐				■

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
RC-3 (cont'd)			*Other Partners:* *Alamo Area MPO, RMA*															
RC-4	Plans	JBSA-R Study Area	**Coordinate and Budget for Intelligent Transportation Systems** TXDOT should work with the communities around JBSA-R and the Union Pacific Railroad (UPRR) to install intelligent transportation systems such as infrastructure-to-vehicle wireless systems to enable enhanced planning and manage roadway capacity issues. This should include electronic marquee boards identifying when UPRR trains are scheduled to cross at the Pat Booker Roadway and FM-78. *Other Partners:* *Alamo Area MPO, RMA, UPRR*	2017	☐		☐	☐		☐	☐	☐		☐				■

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
RC-5	CIPs	JBSA-R	**Program and Budget for Installation Gate Projects that Improve Off-Base Roadway Capacity** JBSA-R should program and budget for installation gate projects that will improve off-base roadway capacity, enhance base access for commercial deliveries and improve vehicular mobility outside the base. These improvements include the South Gate ACP reconfiguration. Coordinate with the Alamo Area MPO and other stakeholders including TXDOT, if the roadways are state roadways. *Other Partners: Alamo Area MPO*	2017	☐		☐	☐		☐	☐	☐		■				☐

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
RC-6	Plans	JBSA-R	**Consider Additional Increases in Compressed Work Week Schedules for Eligible Employees** JBSA-R should work with command units and tenants to determine if it is feasible to allow additional staffing that would be eligible to work compressed or flexible work weeks to decrease vehicular miles on roadways during peak morning and evening hours.	2015										■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SAFETY																		
SA-1 	Plans	JBSA-R Safety MIAOD Subzone	**CZ and APZ Land Use Evaluation Study** The JLUS Implementation Task Force should work with the cities of Schertz and Universal City to prepare a comprehensive land use evaluation of the land within the safety zones (CZ & APZs) of the JBSA-R airfield to identify property owners, vacant land, entitled land, and other recorded instruments on the land within the safety zones. ▪ This information will be used to determine lands that have willing sellers that can be acquired to secure lands within the CZs and APZs that are not developed. ▪ The study should also identify funding mechanisms for acquisition such as the Texas Revolving Military Loan Program, DEAAG Program, and	2015	☐			☐		☐	☐	■		☐				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-1 (cont'd)			municipal bonds, sales tax revenue, grants, etc. *Primary Partner:* *JLUS Implementation Task Force*															
SA-2	Plan	JBSA-R Safety MIAOD Subzone	**Partial Update of the 2008 JBSA-R AICUZ** Update the 2008 AICUZ to revise the clear zone boundary and consider incorporation of the Navy instruction for curved CZs and APZs that accurately reflect the primary flight tracks. ■ The measurements of the standard CZ should be 3,000 feet X 3,000 feet, not 2,000 feet X 3,000 feet. ■ Consider incorporating the curved patterns of the CZs and APZs as the Navy Instruction for AICUZs recommends. ■ It should be noted that a partial update of the AICUZ is scheduled for FY 16 including a new noise study.	2015										■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-3	Plans/ Zon	JBSA-R Safety MIAOD	**Identify and Adopt Reductions to Floor Area Ratio (FAR) for Land Uses within APZ I and APZ II** JBSA-Randolph and Bexar and Guadalupe counties and the cities of Converse, San Antonio, Schertz, Selma, and Universal City should collaborate to identify FAR reductions for land uses within the JBSA-Randolph APZ I and APZ II areas. Consider FAR recommendations from DOD guidance in Instruction 4165.57 as the model FAR reductions. Adopt FAR reductions in AICUZ update, city planning documents, and Controlled Compatible Land Use Area regulations for Bexar and Guadalupe counties. For existing undeveloped platted lots FAR modifications may be considered when coupled with additional use and	2015	■		■	■		■	■	■	■	■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-3 (cont'd)			development restrictions.															
SA-4	Plans	JBSA-R Safety MIAOD	**Incorporate the FAR Recommendations for Land Use within Safety Zones in AICUZ Update** Include the FAR recommendations from current DOD guidance in Instruction 4165.57 for land uses within the safety zones in the update of the 2008 JBSA-Randolph AICUZ.	2015										■				
SA-5	Plans	JBSA-R Safety MIAOD	**Provide Study Area Jurisdictions the Floor Area Ratio (FAR) Recommendations for Land Use within Safety Zones** JBSA-Randolph to provide the Study Area jurisdictions the FAR recommendations for land uses within the safety zones from the DOD Instruction 4165.57.	2015										■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-6	Plans / Zon	JBSA-R Safety MIAOD	**Ensure that Platting Applications are Consistent with Amended Zoning Changes for Land in Northern and Southern Safety Zones** Ensure that all platting applications for property within the JBSA-Randolph Northern and Southern Safety Zones comply with changes to zoning regulations per the JLUS recommendations.	2015	■			■		■	■							
SA-7	Zon	JBSA-R Safety MIAOD	**Amend UDC and Zoning Ordinances for West Side of JBSA-R Southern Accident Potential Zone II** Amend the UDC and Zoning Ordinances to limit development in south APZ II of the JBSA-Randolph western runway to 1 dwelling unit per 10 acres.	2015	■			■		■	■							
SA-8	Zon	JBSA-R Safety MIAOD	**Amend UDC for East Side of JBSA-R Southern Accident Potential Zone II** Amend the UDC to limit development in south APZ II of the eastern JBSA-Randolph runway to 1 dwelling unit per 20 acres.	2015				■										

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-9	Zon	JBSA-R Safety MIAOD	**Amend UDCs and Zoning Ordinances for Land Between West and East Runway South Safety Zones** Amend the UDC and Zoning Ordinance to limit development between the west and east runway south safety zones of JBSA-Randolph to 1 dwelling unit per 10 acres.	2015				■			■							
SA-10	Zon	JBSA-R JBSA-S and Stinson Safety MIAOD Sub-zone	**Amend UDCs and Zoning Ordinances to Incorporate MIAOD Safety Subzone and the Associated AICUZ Guidelines for CZs and APZs.** Amend UDCs, County Orders, and zoning ordinances to incorporate a MIAOD Safety Subzone and the associated AICUZ compatible development guidelines for the safety of their citizens. Where more stringent guidelines are recommended in the JLUS, incorporate JLUS recommended guidelines. Examples of	2015			■	■	■	■	■		■					

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-10 (cont'd)			regulations in this area should include conditions associated with types of uses such as restricting new development that attracts large congregations of people and uses that attract concentrations of birds creating a hazard to aircraft.															
SA-11	Zon	JBSA-R Safety MIAOD Subzone	**Identify Viable Compatible Uses for APZs South of the Runways and Amend UDC to Incorporate These Uses.** The City of Schertz, with consultation from JBSA-Randolph, should develop an official list of compatible uses within Accident Potential Zones south of the JBSA-Randolph Runways. Compatible uses may include opportunities for alternative energy and appropriate development criteria to ensure compatibility with the JBSA-Randolph mission. Adopt FAR reductions for non-residential uses in conjunction with Strategy SA-3 and	2015				■						☐				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-11 (cont'd)			consider flexibility for small lots that may not support viable development based on use guidance per DOD Instruction 4165.57. *Other Partners: Wind Industry*															
SA-12	Zon	JBSA-S Safety MIAOD Subzone	**Create a JAZB for JBSA-Seguin to include a MIAOD Safety Subzone** Create a JAZB for JBSA-Seguin to include a zoning MIAOD Safety Subzone within the Controlled Compatible Land Use Area and incorporate the associated AICUZ compatible development guidelines.	2015					■				■					

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-13	Comm	JBSA-R Safety/ Noise MIAOD Subzone	**Coordinate with JBSA-Randolph in Requesting No-Fly Days and Weekends for Special Community Events** The City of Schertz should coordinate in a timely manner (a month's notice) with JBSA-Randolph to request no-flying operations during specific times of the year for special community events, e.g. July 4th, Schertz Fest.	2015/ On-going				■						☐				
SA-14	Zon	JBSA-R and JBSA-S Safety MIAOD Subzone	**Amend UDCs and Zoning Ordinance to Require CZ Language on Plats** Amend UDCs, zoning ordinance and platting regulations to require that plats include language stating the property is located within the CZ which is located at the end of a military training installation runway and is identified as an area with the highest aircraft accident potential.	2015				■	■				■					
SA-15	Plans CIP	NA	**Secondary Radar System and NextGen Air Transportation Systems** SAT and RND should work with FAA to identify projects to	2017			■							☐		☐		

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-15 (cont'd)			include in their capital investment plans within the next five years such as a redundant radar system and NextGen air transportation systems including Automatic Dependent Surveillance – Broadcast (ADS-B) technology.															
SA-16	Comm	JBSA-R JBSA-S and Stinson BASH MIAOD Sub-zone	**Amend UDCs and Zoning Ordinances to include BASH Regulations** Amend UDCs and zoning ordinances to regulate land uses and guide building standards that will not attract birds and other wildlife in the MIAOD BASH Subzone, specifically within the airport approach and departure zone. Such controls should include not permitting certain trees and foliage that attract birds in this area.	2015			■	■	■	■	■							

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-17 IN PROCESS	Comm	JBSA-R JBSA-S and Stinson BASH MIAOD Subzone	**Continue to Implement BASH regulations per JBSA-R BASH Plan** JBSA should continue to implement BASH regulations per the JBSA-Randolph BASH Plan including the regulation of land uses, building standards, and appropriate vegetation to deter birds and other wildlife.	2015										■				
SA-18 IN PROCESS	Hab	JBSA-R BASH MIAOD Subzone	**Control Dove Population at JBSA-R** JBSA-Randolph shall control the White Winged Dove population through habitat management inside the installation fenceline to reduce the potential for BASH.	2015/ On-going										■				
SA-19 IN PROCESS	Plans	JBSA-R BASH MIAOD Subzone	**Improve Water Drainage on Golf Course** JBSA-Randolph should improve the water drainage features on the golf course in order to discourage use by birds and other wildlife.	2015/ On-going										■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-20	Plans / Comm	JBSA-R Safety MIAOD	**Coordination of Recreational Land Uses with JBSA in the Future** The City of Schertz and JBSA will coordinate in the future to restrict utilization of recreational type uses (e.g. soccer fields) when night training occurs at the Base.	2017/ On-going				☐						■				
SA-21	Plans	JBSA-R Safety MIAOD	**Modify the Veterans Park Plan in Universal City** The City should consider modifying the Veterans Park Plan to ensure that recreational facilities within the plan that encourage congregations of people, e.g. amphitheater, should be relocated outside the standard CZ.	2015/ On-going							■							
SA-22 COMPLETED	Comm	JBSA-R Safety MIAOD	**Engage in Discussions with Private Company in Northeast Clear Zone** City of Schertz, Bexar County, and with the support of JBSA-Randolph should engage in discussions with private company in NE CZ to	2015/ On-going				■				■		☐				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-22 (cont'd)			encourage the company to not operate or park vehicles in the area of the Critical Glide Slope Path.															
SA-23	Comm	JBSA-S Safety MIAOD	**Engage in Discussions with Private Company East of JBSA-Seguin Runway within the Transitional Surface** Guadalupe County with the support of JBSA-Randolph should engage in discussions with private company east of the runway along Weber Road in the Transitional Surface to encourage the active management of bird attractants and mitigation of activities that may affect flight operations.	2015									■	☐				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-24	Plans /Zon	JBSA-R Safety MIAOD	**Amend Zoning in APZs Based on Revised Safety Zones** JBSA-Randolph may change the West And East Runway south safety zones based on actual flight paths as part of AICUZ update. The cities of San Antonio and Schertz should evaluate, identify, and amend the allowable land uses within the revised south safety zones from residential to compatible non-residential uses. Work with JBSA-Randolph to determine the safety zone boundaries.	2015			■	■						☐				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
VERTICAL OBSTRUCTIONS																		
VO-1	Plans/ Zon	JBSA-R JBSA-S and Stinson Vertical Obs MIAOD Subzone	**Develop a 3-Dimensional Imaginary Surfaces Model** Bexar County should work with the cities to develop a 3D model of existing height regulations compared to allowable heights based on the FAA Imaginary Surfaces of airfields. This tool will assist the jurisdictions in amending their UDCs further to enhance military compatibility as well as be used to evaluate development applications to see if the heights of proposed structures do not obstruct the navigable airspace. *Other Partner: City of Live Oak*	2017		☐	☐	☐	☐	☐	☐	■		☐		☐		

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
VO-2	Comm	JBSA-R JBSA-S and Stinson Vertical Obs MIAOD Subzone	**Utility Infrastructure Coordination** Electric utility companies should coordinate with the cities and JBSA on siting above ground utility poles and infrastructure to ensure utilities do not constitute a vertical obstruction to the aviation operations in the area.	2015 On-going	■			■	■		■			☐	☐			☐
VO-3	Plans CIP	JBSA-R JBSA-S and Stinson Vertical Obs MIAOD Subzone	**Site New Utility Lines Within Existing Energy Utility Corridors / Joint Utility Corridors** Work with CPS Energy and TXDOT to use existing energy corridors for joint utility corridors when planning infrastructure projects. This will ensure that additional vertical obstructions in other locations do not occur. *Other Partners: TRRC*	On-going	■	■	■	■	■	■	■	■	■	☐	☐	☐		

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
WATER QUALITY / QUANTITY																		
WQ-1	Plans	Study Area	**Develop and Implement a Water Resources Management Plan** Identify future demand and supply and coordinate with the regional resources and agencies to develop and implement a Regional Water Management Plan. This plan would assess all possible solutions to conserving water and securing future water resources. Such solutions would include sharing of water resources with proximate cities, JBSA obtaining additional water rights from the Carrizo-Wilcox Springs, and the use of Reuse Water for Outdoor uses, i.e. watering lawns. *Other Partners: San Antonio River Authority (SARA), Edwards Aquifer Authority (EAA), BRWM, SARA*	2017	☐		☐		☐	☐	☐	☐	☐	☐	■			
WQ-2	Zon	Study Area	**Develop Ordinance Reducing Lawn Landscaping Area** The participating JBSA-R JLUS cities should develop, if	2015	■		■		■	■	■			☐	☐			

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
WQ-2 (cont'd)			they do not already have, an ordinance limiting the size of landscaped lawns and requiring the remaining lawn area be xeriscaped in order to reduce water consumption and waste. Consider incorporating and encouraging application of LID practices recommended by SARA.															

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
WQ-3	Comm	Study Area	**Coordinate Infrastructure Projects and Apply for State Funding** The cities and counties should coordinate with JBSA when applying for priority water infrastructure project funding from the State of Texas Water Development Board in order to prevent siting water infrastructure projects in areas that may support incompatible development that may affect the military mission. *Other Partners: Texas Commission on Environmental Quality (TCEQ) , BRWM, Texas Water Development Board (TWDB), SARA*	On-going	■		■		■	■	■	■	■	□	■			

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
WQ-4	Plans	Study Area	**Address Military Water Concerns in Agency Plans** When SARA, jurisdictions and other agencies update plans for the management of their water resources, they should incorporate the military water needs in their plans. *Other Partners: SARA, EAA and BRWM*	2017	■		■		■	■	■	■	■	☐	■			
WQ-5	Plans	JBSA-R	**Inventory and Assess High-risk Storm water Ponding Areas On-Base** Conduct a base-wide assessment of high-risk storm water drainage system deficiencies. Prioritize those deficiencies that affect external land uses including community storm water drainage facilities.	2017										■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
WQ-6	Comm	Study Area	**Encourage and Conduct Outreach to Developers on Low Impact Storm Water Development Practices** Encourage developers and builders to incorporate Low Impact Development (LID) practices, such as reduction in impervious surfaces into site design, to reduce the volume of storm water runoff. Develop brochures describing the different LID practices. Where possible, provide incentives for the developers to use LID practices. *Other Primary Partner:* *SARA* *Note: SARA is developing a voluntary set of LID optional standards with incentives that will be considered as part of the City of San Antonio's UDC's update program. Other jurisdictions should consider adapting some of these LID practices within their UDCs.*	On-going	■		■		■	■	■	■	■					

Please see the next page.

JBSA-RANDOLPH



JOINT LAND USE STUDY

Matrix DESIGN GROUP

JBSA-RANDOLPH



JOINT LAND USE STUDY

County of Bexar Public Works
233 N Pecos-La Trinidad, Suite 420
San Antonio, Texas 78207
210-335-1243
www.bexar.org

Matrix DESIGN GROUP

Agenda No. 25.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Planning & Community Development**
Subject:	**Workshop on Impervious Coverage Standards for Single Family Residential Districts (B.James/S.Haas)**

BACKGROUND

Staff is making a presentation and providing a workshop in relation to Impervious Coverage.

Attachments

City Council Presentation Slides

Impervious Coverage

Workshop

Samuel Haas| Senior Planner

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

Impervious Coverage Defined Art. 16

Impervious Coverage: Impervious cover means impermeable surfaces which prevent the infiltration of water into the underlying soil and bedrock (such as pavement, concrete or rooftops).

Impervious Coverage – In Practice

Table 21.5.7.A DIMENSIONAL REQUIREMENTS
RESIDENTIAL ZONING DISTRICTS

		Minimum Lot Size And Dimensions			Minimum Yard Setback (Ft)				Miscellaneous Lot Requirements		
Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off-Street Parking Spaces	Max Height Ft.	Max Imperv Cover	Key
R-1	Single-Family Residential District-1	9,600	80	120	25	10	20	2	35	50%	h, j, k, l, m, o
R-2	Single-Family Residential District-2	8,400	70	120	25	10	20	2	35	50%	h, j, k, l, m, o
R-3	Two-Family Residential District	9,000	75	120	25	10	20	2	35	60%	h, j, k, l, m, o
R-4	Apartment/Multi-Family Residential District	10,000	100	100	25	10	20	2	35	75%	a, b, j, k, m
R-6	Single-Family Residential District-6	7,200	60	120	25	10	20	2	35	50%	h, k, l, m, n, o
R-7	Single-Family Residential District-7	6,600	60	110	25	10	20	2	35	50%	h, k,l, m, n, o
R-A	Single-Family Residential/Agriculture	21,780	-	-	25	25	25	2	35	50%	h, k, l, m, n
GH	Garden Home Residential District	5,000	50	100	10	10	10	2	35	75%	c, d, e, g, k, m
TH	Townhome District	2,500	25	100	25	10	20	2	35	75%	h, j, k, m
MHS	Manufactured Home Subdivision District	6,600	60	110	25	10	20	2	35	50%	k, l, m, o
MHP	Manufactured Home Park District	43,560	-	-	25	12.5	25	-	35	50%	k, l, m
AD	Agricultural District	217,800	100	100	25	25	25	2	35	30%	h, k, o
MSMU	Main Street Mixed Use	5,000	50	100	10	5	10	2	35	80%	h, j, k, m, n, p

Impervious Coverage – Other Cities

Imp. Coverage	
City	
Cibolo	Low density rez 35% Mid density rez 40% - 60% High density rez 75% - 80%
Frisco	Low density rez 20% - 45% Mid density rez 50% - 65% High density rez 50%
Georgetown	Low density rez 20% - 45% Mid density rez 45% - 50% High density rez 50%
McKinney	MF 65% - 70%
NB	MF 50% - 55%
San Antonio	Codes pertaining mostly to stormwater runoff coeffecient requirements
San Marcos	Low density rez 20% - 60% Mid density rez 80%% High density rez 100%
Seguin	Low density rez 20% - 40% Mid density rez 60% - 75% High density rez 70%
Selma	Low density rez 20% - 50% Mid density rez 80% High density rez 50%
Temple	SF 50% MF 40% - 100%
UC	Low density rez 30% - 35% Mid density rez 45% - 55% High density rez 55%

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Impervious Coverage – In Practice

"Pavement, Concrete, or Rooftops".

- Asphalt
- Concrete
- Roofs
- Sheds
- Covered Areas
    - Even if it is over permeable surface

Impervious Coverage – In Practice – Pools?

UDC 21.5.7.A - Swimming pools count toward the maximum impervious cover limitations, unless the swimming pool is equipped with a water overflow device appropriate for such pool, and only if it drains into any pervious surface, in which case the water surface shall be excluded.

Impervious Coverage – In Practice - Pavers?





Impervious Coverage – In Practice – Pavers?

- Large contiguous square footage
- Start treating it as a paved surface
- Not codified – just a practice

Impervious Coverage – In Practice – Pavers?



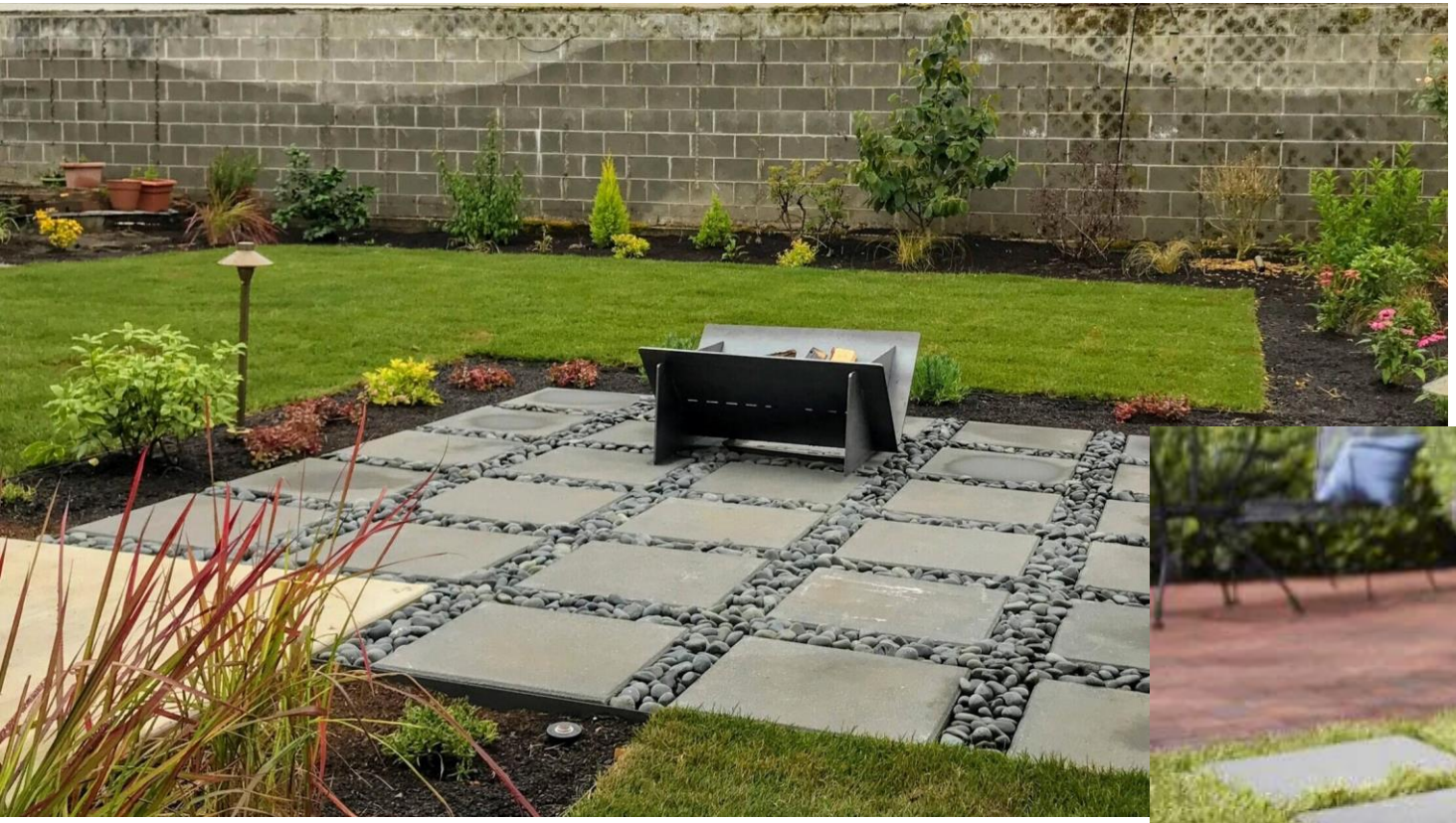
SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Impervious Coverage – In Practice – Pavers?





Impervious Coverage – In Practice – Pavers?





Impervious Coverage – Questions for Council

Change the what we count as impervious coverage?

- Broaden definition of “Pavement, Concrete, or Rooftops”.
- Things to consider:
  - Simple approach, but accuracy when measuring/enforcing? Intent of the UDC?



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Impervious Coverage – Questions for Council

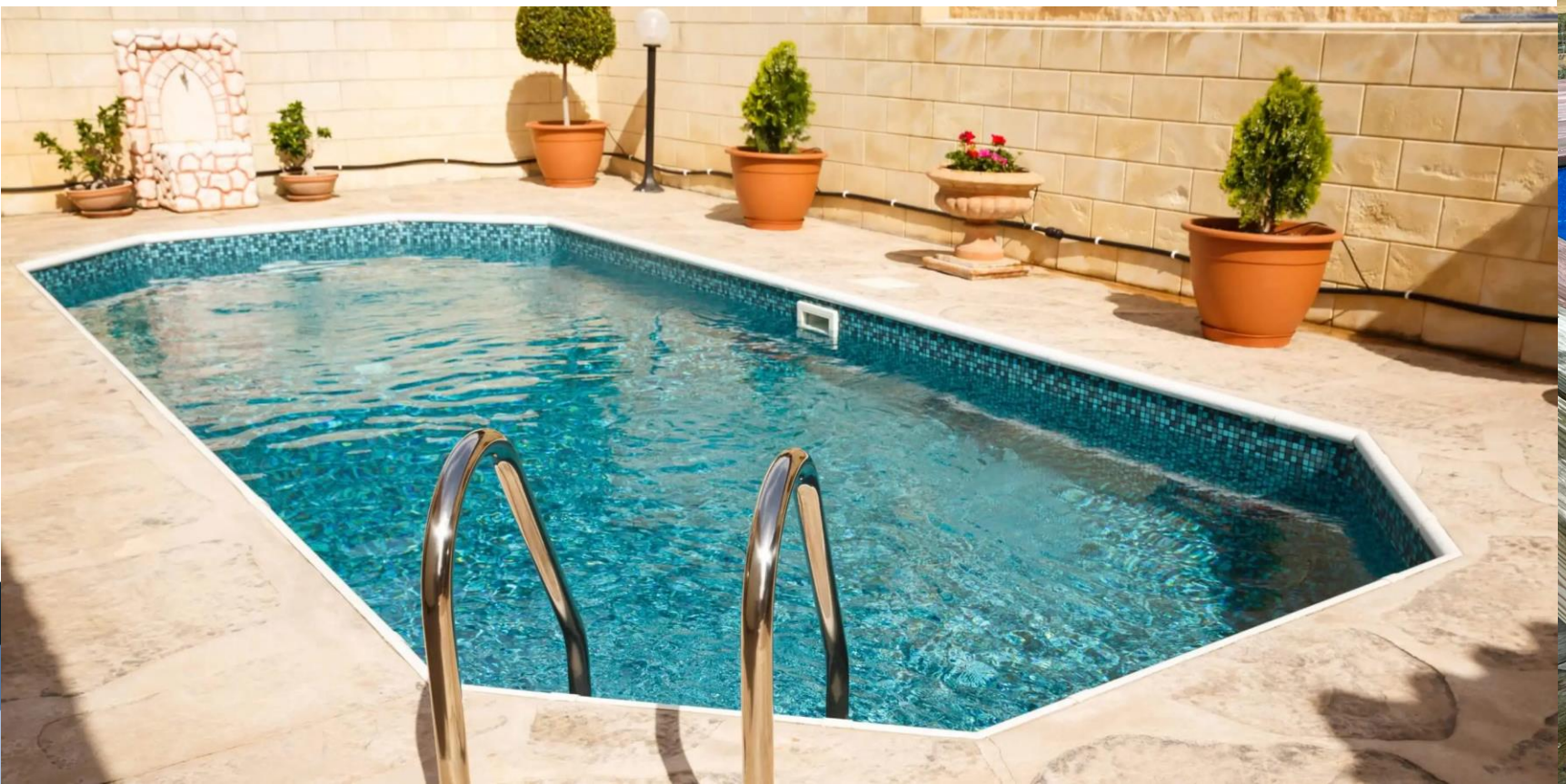
Increase Impervious Coverage Max?

- Example: 50% to 55%?
- Things to consider:
  - Easy approach, simple to enforce.
  - Implications of moving the goal post, incentivizes bigger homes.

Impervious Coverage – Questions for Council

Change the way we count pool surfaces?

- Not count pools at all





Impervious Coverage – Questions for Council

Change the way we count pool surfaces?

- Not count pools at all
- Zero-Entry Pool?





Impervious Coverage – Questions for Council

Change the way we count pool surfaces?

- Give Chief Building Official/Inspectors discretion to count pools as impervious coverage
  - Things to consider – provides flexibility, case-by-case basis, but it would be difficult to be consistent.

Impervious Coverage – Questions for Council

Change the way we count pool surfaces?

- How do we count this?
- What happens with new CBO/Inspectors



Impervious Coverage – Questions for Council

Codify a buffer for pavers?

- Example: Allow 200 sq ft. of pavers before being counted as impervious cover.
- Things to consider
  - Simple approach, easy to enforce and be consistent, but may have to define “paver”.

Impervious Coverage – Questions for Council

1. Change the what we count as impervious coverage?
2. Increase Impervious Coverage Max?
3. Change the way we count pool surfaces?
4. Codify a buffer for pavers?
5. Keep existing codes and practices?

COMMENTS AND QUESTIONS

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

Agenda No. 26.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**September 17, 2024**
Department:	**Finance**
Subject:	**Workshop regarding the July 2024 Financial Update Presentation (S.Gonzalez/J.Walters)**

BACKGROUND

This item will provide an update on the Financial Status of the City as of July 31, 2024.

Attachments

July 2024 Financials Presentation

2024 July Financial Report

FY 23-24 JULY FINANCIALS

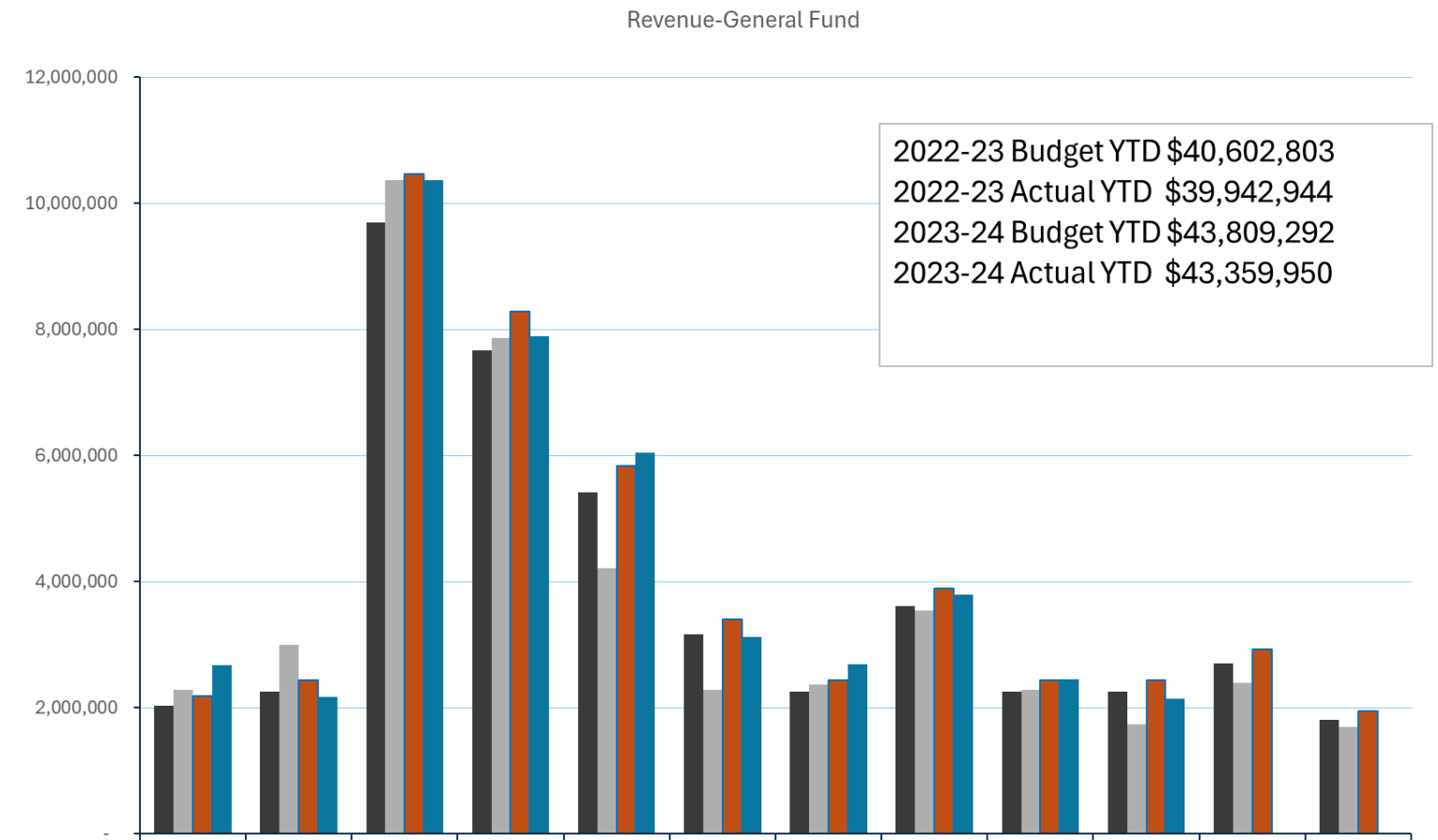
James Walters

Director

Finance

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

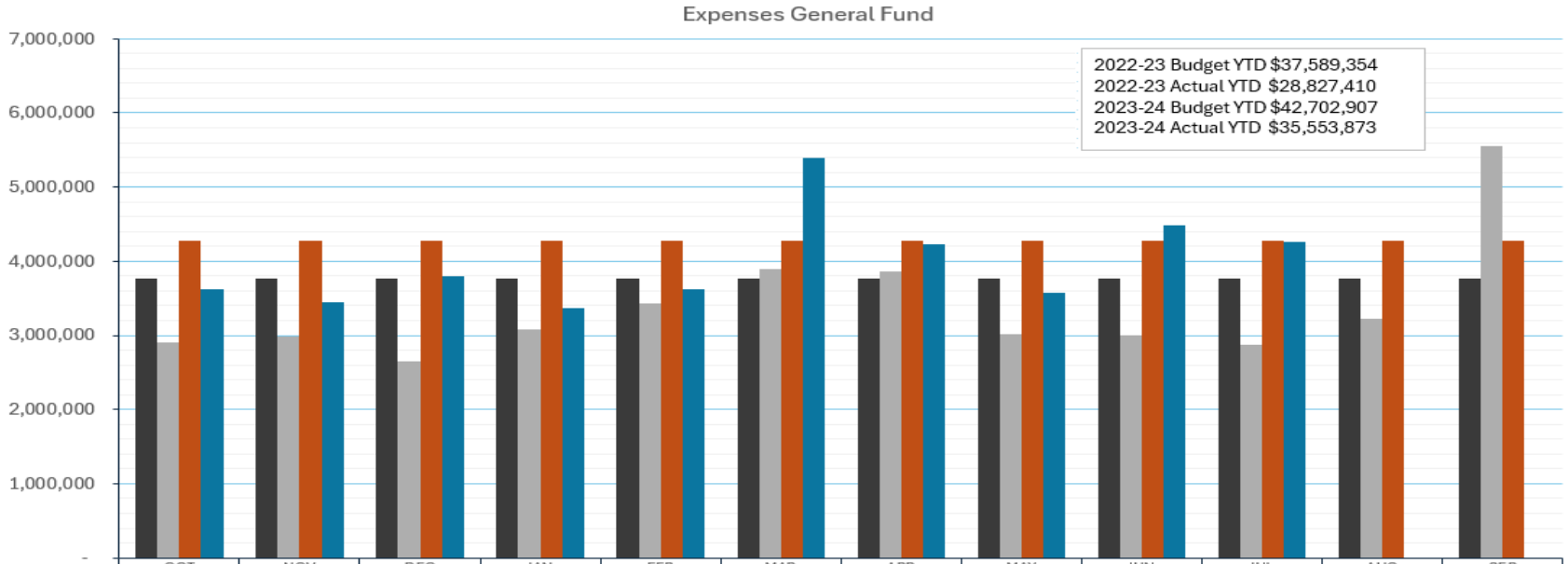
Revenue-General Fund



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2022-23 Budget	2,030,140	2,255,711	9,699,558	7,669,418	5,413,707	3,157,996	2,255,711	3,609,138	2,255,711	2,255,711	2,706,854	1,804,569
2022-23 Actual	2,277,391	2,990,558	10,369,823	7,868,572	4,213,123	2,290,412	2,370,469	3,546,715	2,284,281	1,731,600	2,402,194	1,692,103
2023-24 Budget	2,190,465	2,433,850	10,465,553	8,275,088	5,841,239	3,407,389	2,433,850	3,894,159	2,433,850	2,433,850	2,920,619	1,947,080
2023-24 Actual	2,676,601	2,177,179	10,368,496	7,885,767	6,048,245	3,122,557	2,695,525	3,793,979	2,449,255	2,142,348		

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

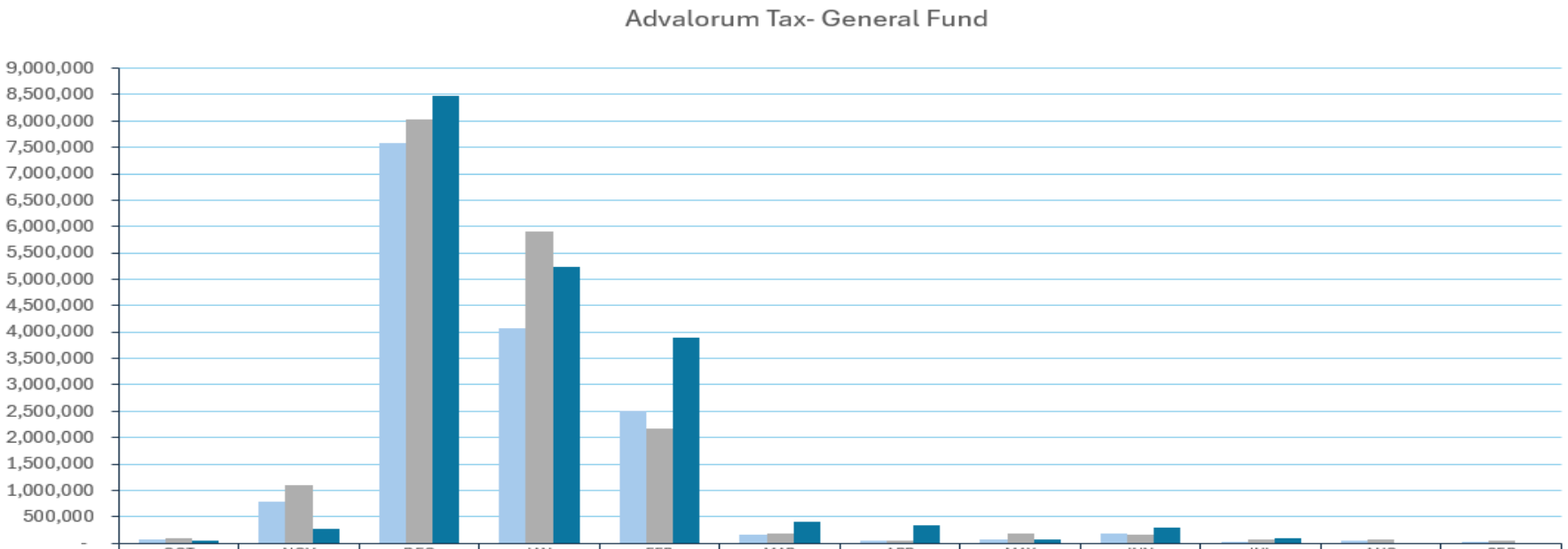
Expenses-General Fund



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2022-23 Budget	3,758,935	3,758,935	3,758,935	3,758,935	3,758,935	3,758,935	3,758,935	3,758,935	3,758,935	3,758,935	3,758,935	3,758,935
2022-23 Actual	2,903,688	2,984,255	2,655,602	3,075,357	3,424,527	3,899,322	3,860,117	3,019,458	3,005,084	2,870,430	3,226,806	5,549,847
2023-24 Budget	4,270,291	4,270,291	4,270,291	4,270,291	4,270,291	4,270,291	4,270,291	4,270,291	4,270,291	4,270,291	4,270,291	4,270,291
2023-24 Actual	3,630,490	3,454,940	3,796,610	3,366,915	3,618,928	5,391,521	4,222,232	3,581,464	4,490,773	4,258,162		

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

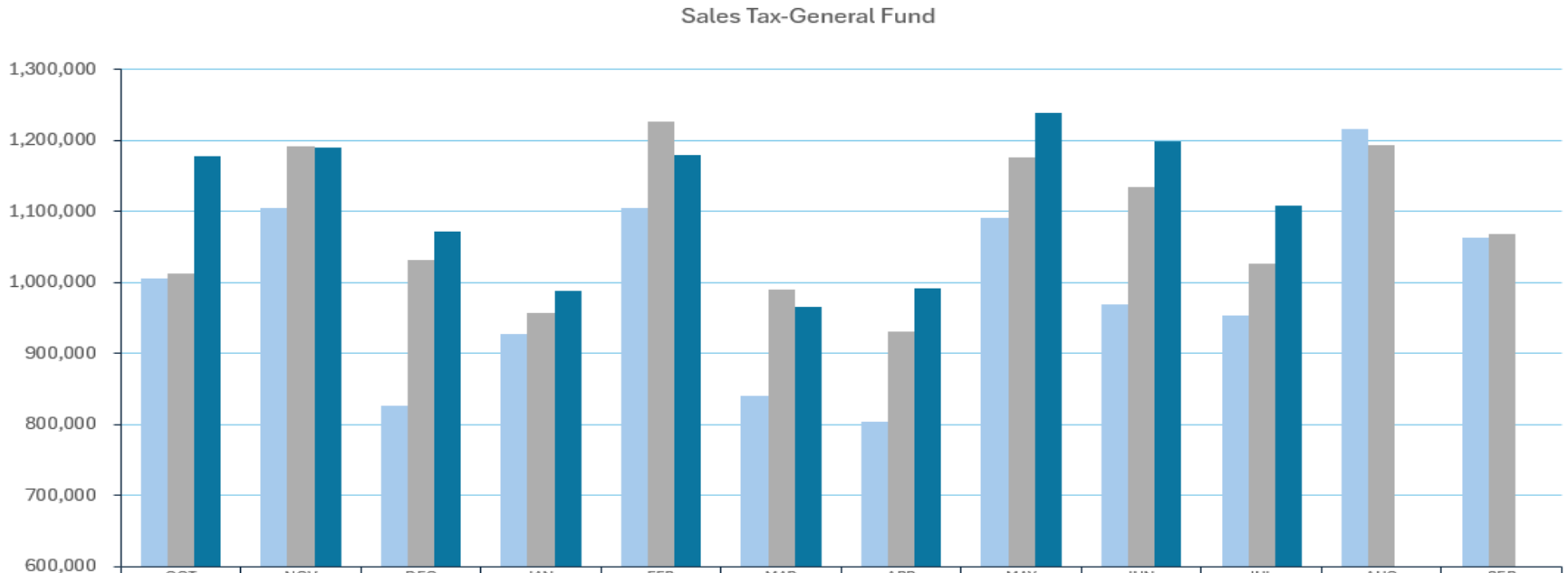
Advalorum Tax-General Fund



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2021-22	64,306	790,610	7,588,294	4,069,380	2,505,204	168,170	49,143	82,010	177,339	32,660	40,812	21,138
2022-23	103,252	1,096,390	8,035,670	5,903,515	2,176,684	188,387	54,021	186,268	155,326	78,154	63,887	45,472
2023-24	49,846	264,524	8,466,959	5,233,354	3,893,543	410,246	344,277	67,581	284,918	85,324		

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

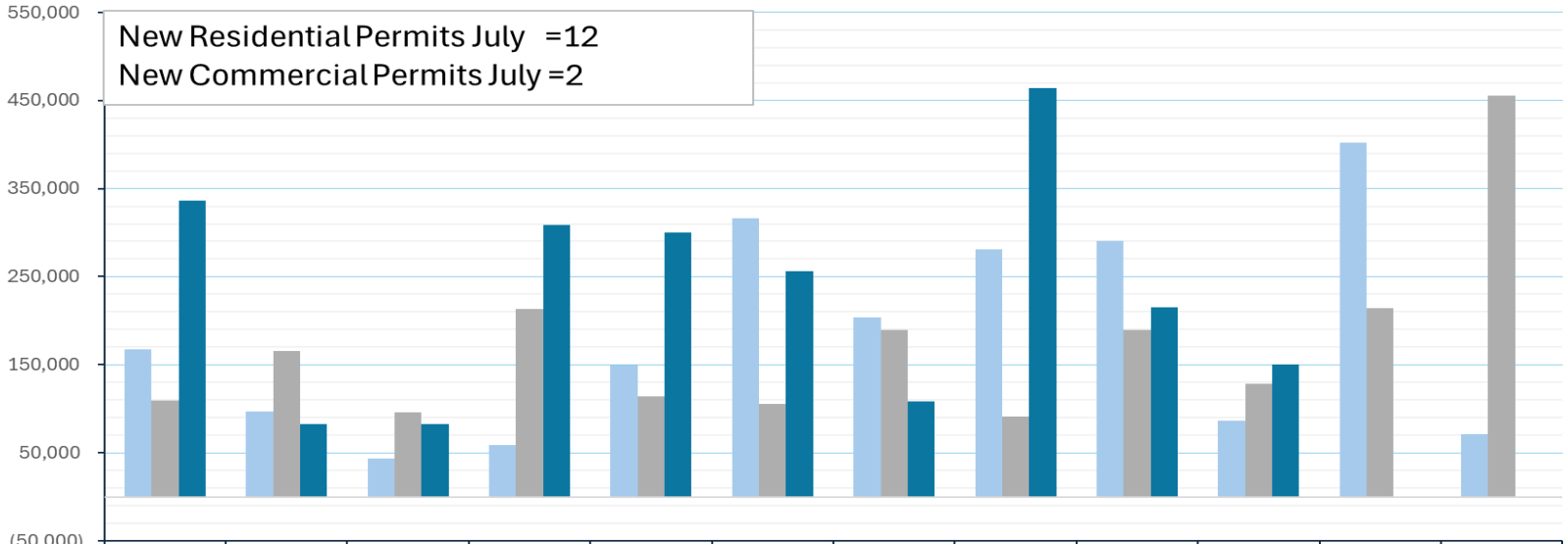
Sales Tax-General Fund



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2021-22	1,004,614	1,103,814	826,933	926,859	1,104,306	840,622	803,436	1,090,848	969,440	953,702	1,215,909	1,063,576
2022-23	1,012,285	1,191,635	1,032,144	956,099	1,227,037	989,612	930,666	1,175,108	1,134,030	1,026,350	1,192,848	1,067,895
2023-24	1,176,794	1,189,313	1,071,977	988,069	1,178,553	964,767	991,832	1,237,612	1,198,533	1,107,731		

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

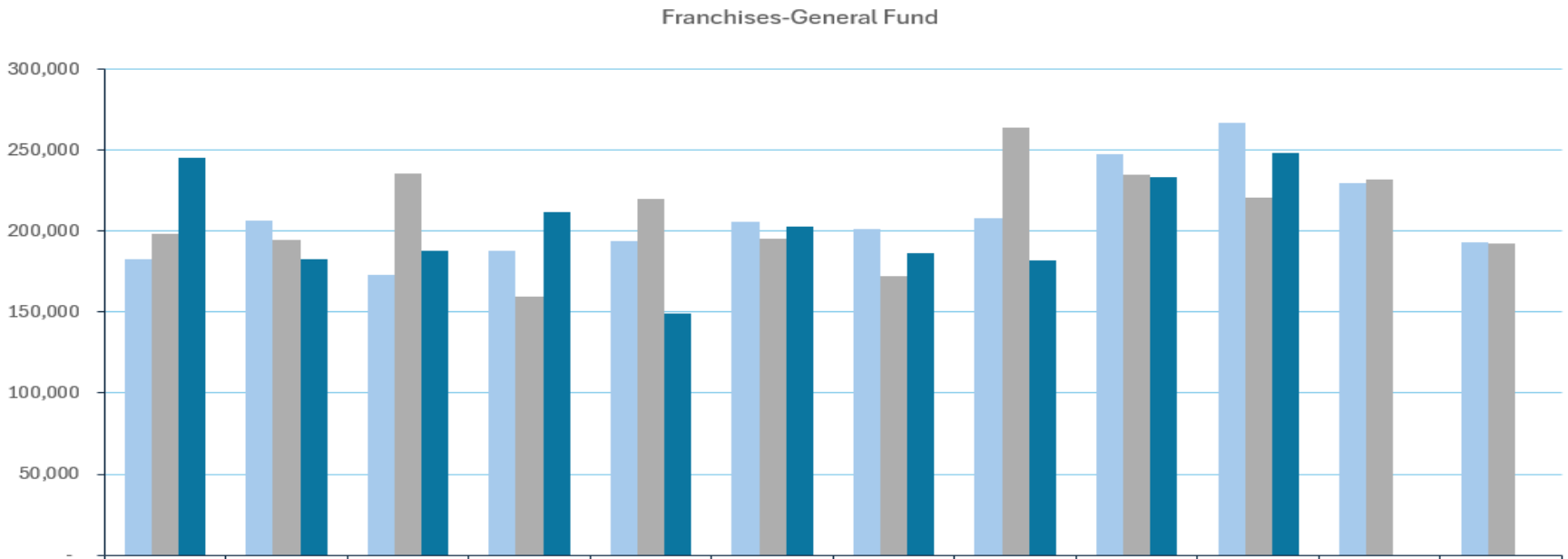
Permits-General Fund



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2021-22	167,656	97,061	43,699	58,718	149,213	316,273	204,090	280,685	290,209	86,246	402,130	71,449
2022-23	109,372	165,463	95,613	213,471	114,195	105,058	188,903	91,152	189,437	128,181	213,882	455,659
2023-24	335,997	82,363	82,095	308,364	299,618	255,705	108,018	464,499	214,866	150,085		

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

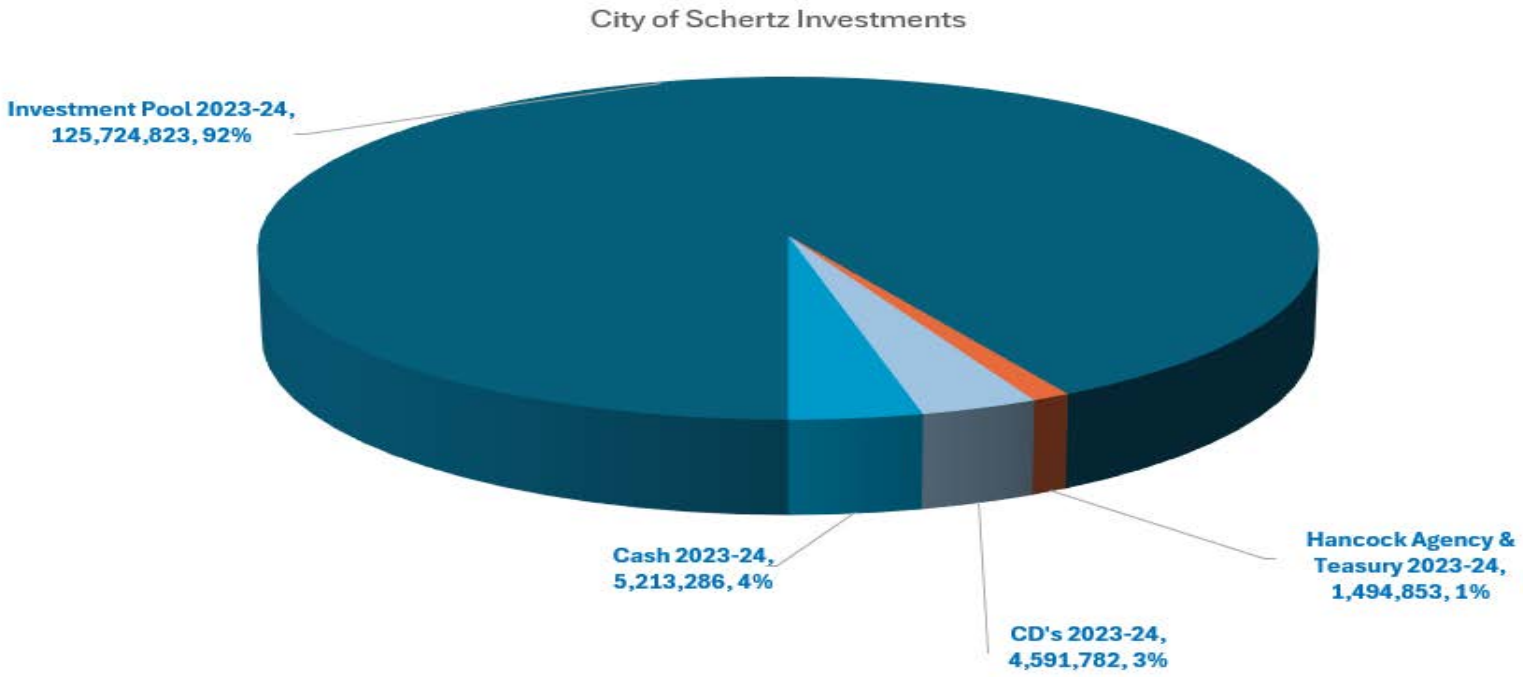
Franchises-General Fund



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2021-22	182,352	206,267	172,822	187,561	193,951	205,531	201,355	207,892	247,564	267,061	229,331	192,950
2022-23	198,239	194,414	235,716	159,886	219,619	195,604	172,289	263,973	235,193	220,853	231,740	192,117
2023-24	245,474	182,720	187,684	211,693	149,156	202,715	186,671	182,095	233,612	248,060		

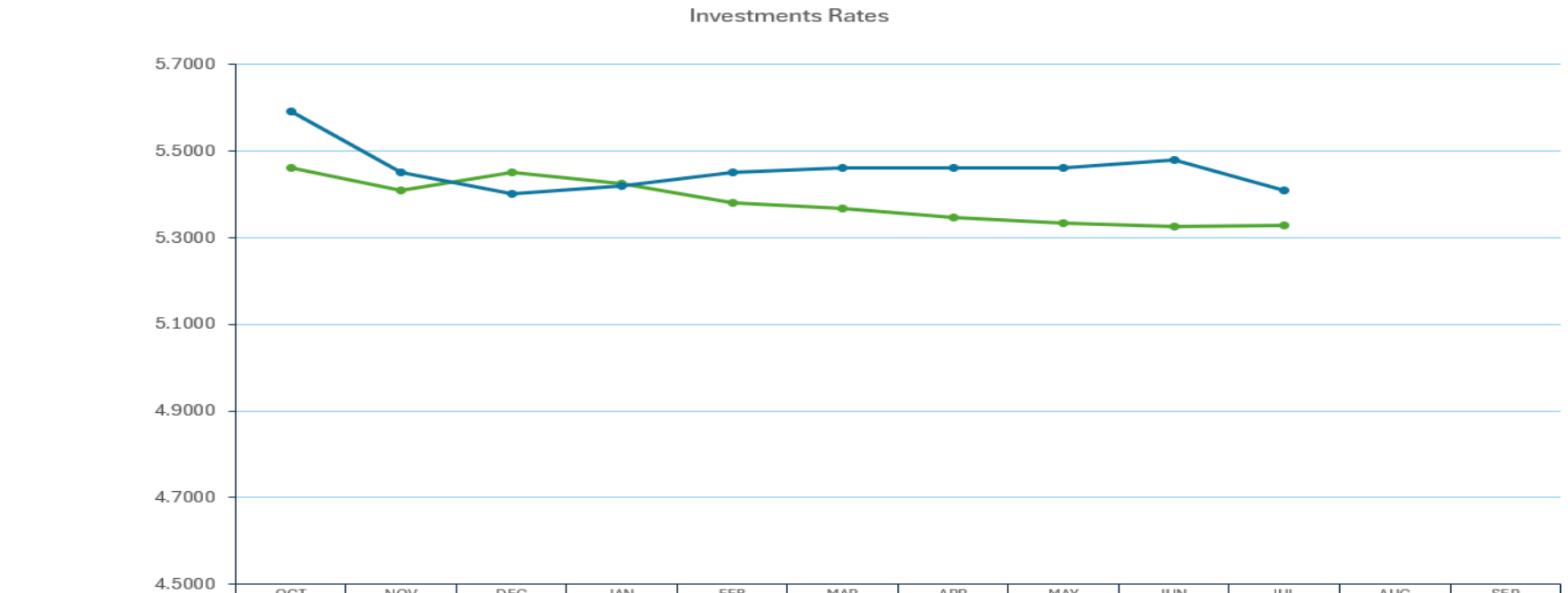
SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

City of Schertz Investments



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

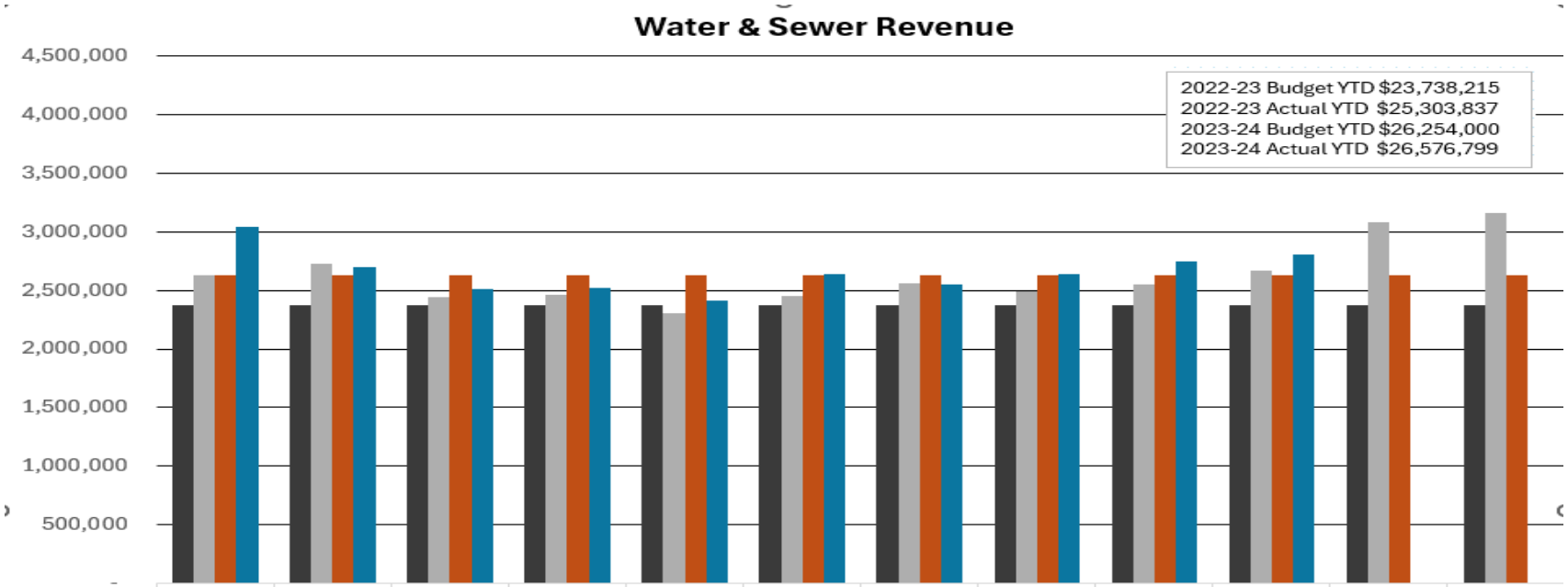
Investments Rates



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2023-24 Schertz Portfolio	5.4600	5.4089	5.4503	5.4246	5.3810	5.3682	5.3471	5.3341	5.3267	5.3272		
2023-24 3 Month T-Bill	5.5900	5.4500	5.4000	5.4200	5.4500	5.4600	5.4600	5.4600	5.4800	5.4100		

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Water & Sewer Revenue

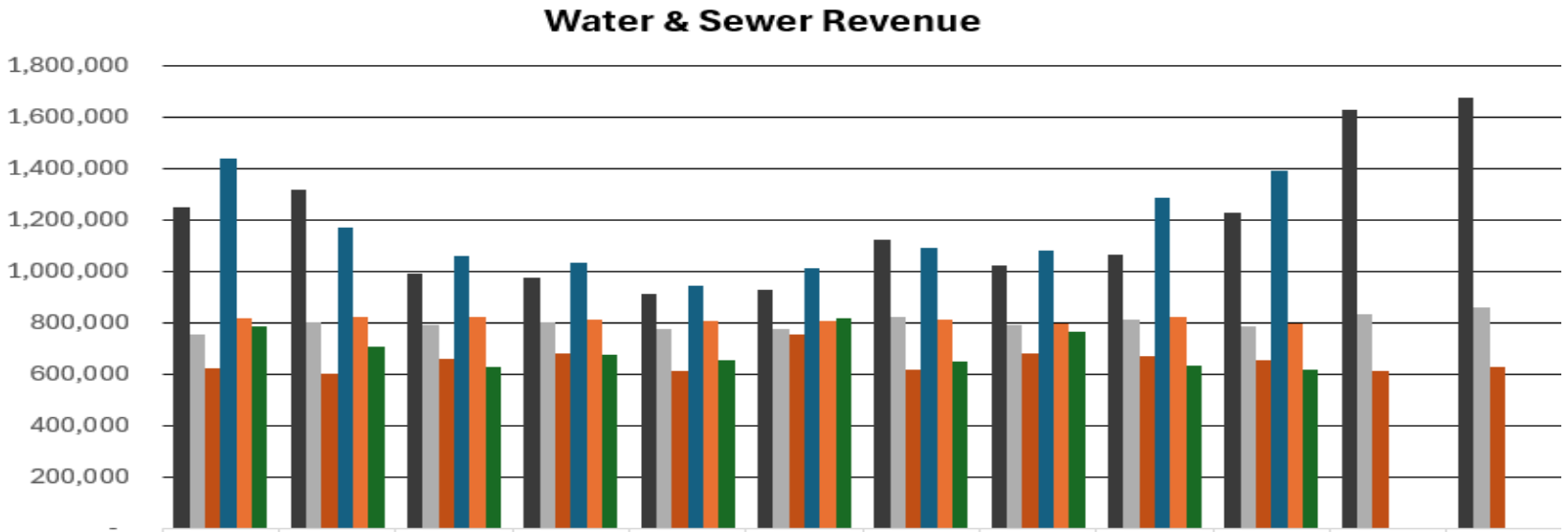


	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2022-23 Budget	2,373,822	2,373,822	2,373,822	2,373,822	2,373,822	2,373,822	2,373,822	2,373,822	2,373,822	2,373,822	2,373,822	2,373,822
2022-23 Actual	2,629,523	2,726,026	2,446,115	2,462,963	2,304,659	2,454,614	2,563,720	2,494,635	2,549,325	2,672,256	3,079,404	3,159,254
2023-24 Budget	2,625,400	2,625,400	2,625,400	2,625,400	2,625,400	2,625,400	2,625,400	2,625,400	2,625,400	2,625,400	2,625,400	2,625,400
2023-24 Actual	3,045,563	2,701,679	2,511,149	2,520,656	2,408,989	2,641,023	2,551,381	2,642,175	2,744,963	2,809,222		

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Water & Sewer Revenue

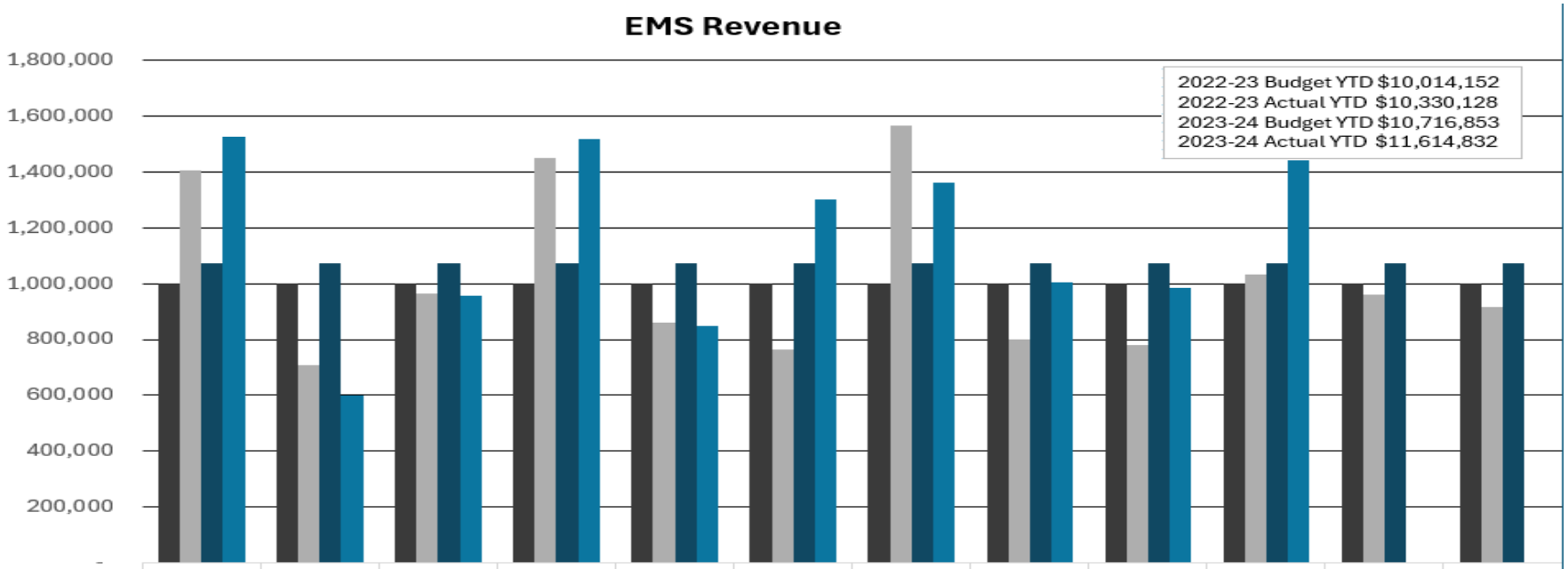
Active Utility Accounts: 16,142



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2022-23 Water	1,249,128	1,320,138	992,612	976,181	915,476	926,492	1,121,737	1,021,387	1,066,962	1,228,702	1,630,943	1,674,366
2022-23 Sewer	754,574	804,529	794,382	803,930	777,767	775,655	822,993	792,814	812,079	787,549	834,520	858,480
2022-23 Garbage/Other	625,821	601,359	659,121	682,852	611,417	752,467	618,990	680,433	670,284	656,005	613,940	626,408
2023-24 Water	1,438,418	1,170,458	1,057,966	1,032,249	944,089	1,014,808	1,092,837	1,082,429	1,288,071	1,392,181		
2023-24 Sewer	819,087	821,893	824,298	811,909	809,797	809,523	810,787	796,351	825,486	799,367		
2023-24 Garbage/Other	788,058	709,328	628,885	676,498	655,103	816,692	647,756	763,396	631,406	617,674		

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

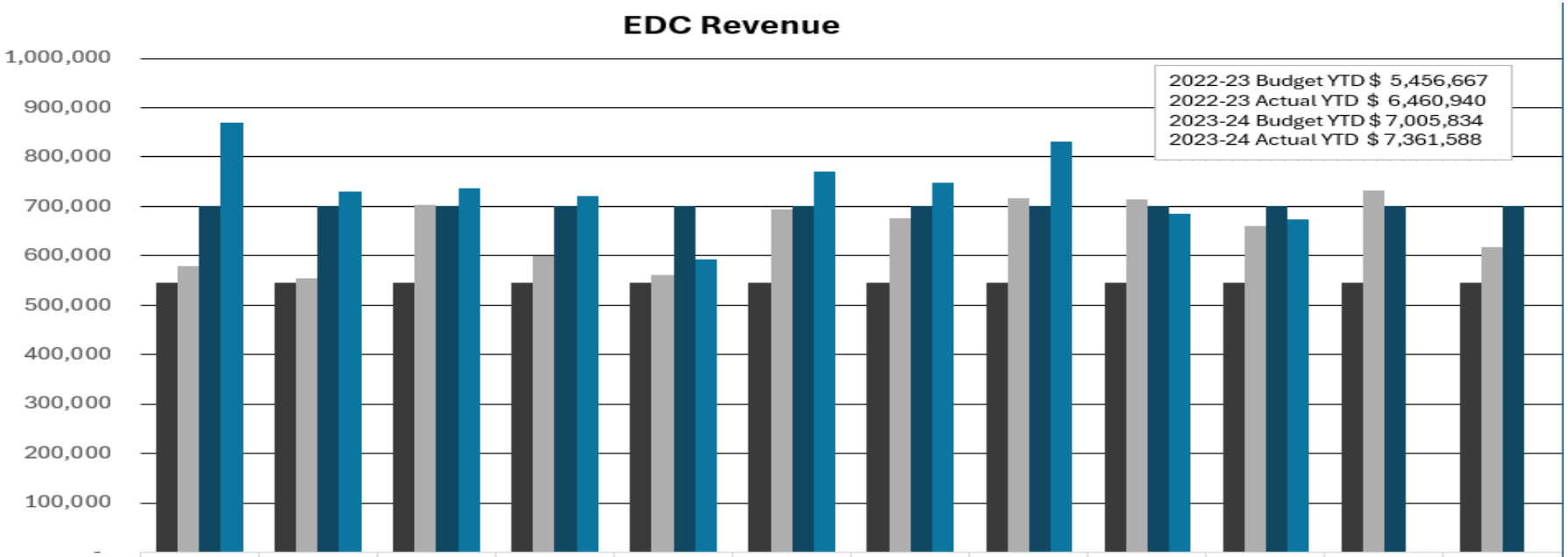
EMS Revenue



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2022-23 Budget	1,001,415	1,001,415	1,001,415	1,001,415	1,001,415	1,001,415	1,001,415	1,001,415	1,001,415	1,001,415	1,001,415	1,001,415
2022-23 Actual	1,403,848	707,714	965,145	1,447,863	860,480	765,340	1,565,243	800,715	779,587	1,034,194	960,136	916,025
2023-24 Budget	1,071,685	1,071,685	1,071,685	1,071,685	1,071,685	1,071,685	1,071,685	1,071,685	1,071,685	1,071,685	1,071,685	1,071,685
2023-24 Actual	1,524,689	599,118	956,282	1,516,518	848,578	1,302,131	1,362,868	1,006,084	983,770	1,514,795		

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

EDC Revenue



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2022-23 Budget	545,667	545,667	545,667	545,667	545,667	545,667	545,667	545,667	545,667	545,667	545,667	545,667
2022-23 Actual	580,485	555,275	702,559	599,236	560,336	694,485	676,868	715,576	715,087	661,034	732,015	618,333
2023-24 Budget	700,583	700,583	700,583	700,583	700,583	700,583	700,583	700,583	700,583	700,583	700,583	700,583
2023-24 Actual	870,019	729,829	736,021	721,890	592,981	771,370	748,887	831,350	685,969	673,271		

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

COMMENTS AND QUESTIONS

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

CONTACT US

Mailing Address

1400 Schertz Pkwy, Bldg 2 Schertz, TX USA 78154

Phone Number

(210) 619-1141

Email Address

jwalters@schertz.com

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

September Statement Schertz, Texas	CITY OF SCHERTZ REVENUE AND EXPENSE REPORT (UNAUDITED) AS OF :July 31, 2024 ********** 2023 - 2024 **********				
	CURRENT BUDGET	CURRENT Y-T-D ACTUAL	Y-T-D ENCUMBR	BUDGET BALANCE	100% OF BUDGET
General Fund, 101					
Total Revenues	**48,676,991.00**	**43,359,950.52**	**(47,026.32)**	**5,364,066.80**	**88.98%**
Total General Government	8,194,429.00	6,550,644.18	355,380.15	1,288,404.67	84.28%
Total Public Safety	24,188,441.56	19,394,433.94	1,933,158.90	2,860,848.72	88.17%
Total Public Environment	3,373,851.00	2,124,766.50	263,130.28	985,954.22	70.78%
Total Parks & Recreation	3,555,854.02	3,104,144.06	211,738.46	239,971.50	93.25%
Total Cultural	1,386,218.00	1,123,310.83	100,276.24	162,630.93	88.27%
Total Internal Services	8,967,035.00	7,272,335.79	614,492.04	1,080,207.17	87.95%
Total Misc & Projects	1,577,666.00	237,366.22	13,429.73	1,326,870.05	15.90%
Total Expenditures	**51,243,494.58**	**39,807,001.52**	**3,491,605.80**	**7,944,887.26**	**84.50%**
Revenue Over(Under) Expenditures	**(2,566,503.58)**	3,552,949.00	**(3,538,632.12)**		
General Fund, 101 Total Cash in Bank & Investments		**20,349,332.16**			
Special Events Fund, 106					
Total Revenues	45,000.00	63,046.05	0.00	(18,046.05)	140.10%
Total Expenditures	45,000.00	52,975.92	0.00	(7,975.92)	117.72%
Revenue Over(Under) Expenditures	0.00	10,070.13	0.00		
Special Events Fund, 106 Total Cash in Bank & Investments		**164,294.03**			
Peg Fund, 110					
Total Revenues	67,000.00	48,699.91	0.00	18,300.09	72.69%
Total Expenditures	67,000.00	65,285.88	10,218.00	(8,503.88)	112.69%
Revenue Over(Under) Expenditures	0.00	(16,585.97)	(10,218.00)		
Peg Fund, 110 Total Cash in Bank & Investments		**95,522.61**			
Water & Sewer, 202					
Total Revenues	31,504,800.00	26,576,798.71	0.00	4,928,001.29	84.36%
Total Expenditures	31,241,901.00	21,172,876.74	2,118,291.65	7,950,732.61	74.55%
Revenue Over(Under) Expenditures	262,899.00	5,403,921.97	(2,118,291.65)		
Water & Sewer, 202 Total Cash in Bank & Investments		**13,451,181.99**			
EMS, 203					
Total Revenues	12,860,223.01	11,632,824.79	(11.47)	1,227,409.69	90.46%
Total Expenditures	13,640,835.49	11,314,443.00	430,106.89	1,896,285.60	86.10%
Revenue Over(Under) Expenditures	(780,612.48)	318,381.79	(430,118.36)		
EMS, 203 Total Cash in Bank & Investments		**156,378.94**			

Monthly Statement Schertz, Texas	CITY OF SCHERTZ REVENUE AND EXPENSE REPORT (UNAUDITED) AS OF :July 31, 2024 ********** 2023 - 2024 **********				
	CURRENT BUDGET	CURRENT Y-T-D ACTUAL	Y-T-D ENCUMBR	BUDGET BALANCE	100% OF BUDGET
Drainage, 204					
Total Revenues	1,376,623.00	1,170,046.69	0.00	206,576.31	84.99%
Total Expenditures	1,594,207.00	1,043,418.33	(13,508.35)	564,297.02	64.60%
Revenue Over(Under) Expenditures	(217,584.00)	126,628.36	13,508.35		
Drainage, 204 Total Cash in Bank & Investments		**679,050.31**			
Hotel Tax, 314					
Total Revenues	901,500.00	836,274.84	0.00	65,225.16	92.76%
Total Expenditures	260,865.00	158,745.49	(120.00)	102,239.51	60.81%
Revenue Over(Under) Expenditures	640,635.00	677,529.35	120.00		
Hotel Tax, 314 Total Cash in Bank & Investments		**3,218,755.43**			
Park, 317					
Total Revenues	100,000.00	213,048.85	0.00	(113,048.85)	213.05%
Total Expenditures	100,000.00	0.00	0.00	100,000.00	0.00%
Revenue Over(Under) Expenditures	0.00	213,048.85	0.00		
Park, 317 Total Cash in Bank & Investments		**300,059.57**			
Tree Mitigation, 319					
Total Revenues	85,750.00	605,970.77	0.00	(520,220.77)	706.67%
Total Expenditures	75,000.00	38,929.00	0.00	36,071.00	51.91%
Revenue Over(Under) Expenditures	10,750.00	567,041.77	0.00		
Tree Mitigation, 319 Total Cash in Bank & Investments		**1,265,735.09**			
Capital Recovery Water, 411					
Total Revenues	1,222,000.00	1,335,913.84	0.00	(113,913.84)	109.32%
Total Expenditures	55,748.00	23,028.10	18,497.59	14,222.31	74.49%
Revenue Over(Under) Expenditures	1,166,252.00	1,312,885.74	(18,497.59)		
Capital Recovery Water, 411 Total Cash in Bank & Investments		**6,665,738.50**			
Capital Recovery Sewer, 421					
Total Revenues	700,000.00	1,177,143.37	0.00	(477,143.37)	168.16%
Total Expenditures	67,248.00	58,768.40	32,177.82	(23,698.22)	135.24%
Revenue Over(Under) Expenditures	632,752.00	1,118,374.97	(32,177.82)		
Capital Recovery Sewer, 421 Total Cash in Bank & Investments		**5,353,919.47**			

Monthly Statement Schertz, Texas	CITY OF SCHERTZ REVENUE AND EXPENSE REPORT (UNAUDITED) AS OF :July 31, 2024 ********** 2023 - 2024 **********				
	CURRENT BUDGET	CURRENT Y-T-D ACTUAL	Y-T-D ENCUMBR	BUDGET BALANCE	100% OF BUDGET
Roadway Impact Fee Area 1, 431					
Total Revenues	325,175.00	379,889.97	0.00	(54,714.97)	116.83%
Total Expenditures	5,000.00	0.00	0.00	5,000.00	0.00%
Revenue Over(Under) Expenditures	320,175.00	379,889.97	0.00		
Roadway Impact Fee Area 1, 431 Total Cash in Bank & Investments		**1,441,377.34**			
Roadway Impact Fee Area 2, 432					
Total Revenues	245,650.00	175,886.17	0.00	69,763.83	71.60%
Total Expenditures	85,000.00	57,305.25	0.00	27,694.75	67.42%
Revenue Over(Under) Expenditures	160,650.00	118,580.92	0.00		
Roadway Impact Fee Area 2, 432 Total Cash in Bank & Investments		**799,628.99**			
Roadway Impact Fee Area 3, 433					
Total Revenues	350,250.00	908,388.49	0.00	(558,138.49)	259.35%
Total Expenditures	5,000.00	0.00	0.00	5,000.00	0.00%
Revenue Over(Under) Expenditures	345,250.00	908,388.49	0.00		
Roadway Impact Fee Area 3, 433 Total Cash in Bank & Investments		**2,171,111.11**			
Roadway Impact Fee Area 4, 434					
Total Revenues	3,360.00	301.76	0.00	3,058.24	8.98%
Total Expenditures	3,000.00	0.00	0.00	3,000.00	0.00%
Revenue Over(Under) Expenditures	360.00	301.76	0.00		
Roadway Impact Fee Area 4, 434 Total Cash in Bank & Investments		**6,704.80**			
I&S, 505					
Total Revenues	9,335,000.00	9,275,748.53	0.00	59,251.47	99.37%
Total Expenditures	8,602,744.78	8,522,060.74	0.00	80,684.04	99.06%
Revenue Over(Under) Expenditures	732,255.22	753,687.79	0.00		
I&S, 505 Total Cash in Bank & Investments		**1,912,937.82**			
SED Corporation, 620					
Total Revenues	8,407,000.00	7,361,587.61	0.00	1,045,412.39	87.56%
Total Expenditures	12,985,053.00	871,582.42	0.00	12,113,470.58	6.71%
Revenue Over(Under) Expenditures	(4,578,053.00)	6,490,005.19	0.00		
SED Corporation, 620 Total Cash in Bank & Investments		**38,249,377.55**			
Total Cash in Bank & Investments		**96,281,105.71**			

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: July 31, 2024

101 GENERAL FUND	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES							
REVENUE SUMMARY							
Taxes	35,018,000.00	1,125,419.02	30,363,064.65	31,454,067.96	-	3,563,932.04	89.82%
Franchises	2,795,000.00	248,083.06	2,095,784.69	2,029,878.85	(47,026.32)	812,147.47	70.94%
Permits & Licenses	1,428,420.00	145,099.57	1,405,696.40	2,301,608.13	-	(873,188.13)	161.13%
Investment Income	1,200,000.00	109,082.86	842,232.05	1,048,271.39	-	151,728.61	87.36%
Fees	1,702,160.00	153,355.66	1,637,945.97	1,818,243.42	-	(116,083.42)	106.82%
Fines	405,980.00	33,738.02	404,981.72	293,815.11	-	112,164.89	72.37%
Inter-Jurisdictional	1,196,684.00	31,025.56	928,839.86	545,100.97	-	651,583.03	45.55%
Fund Transfers	4,493,340.00	220,530.64	2,720,902.68	2,752,189.42	-	1,741,150.58	61.25%
Miscellaneous	437,407.00	76,013.32	578,219.80	1,116,775.27	-	(679,368.27)	255.32%
TOTAL REVENUES	48,676,991.00	2,142,347.71	40,977,667.82	43,359,950.52	(47,026.32)	5,364,066.80	88.98%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
CITY COUNCIL							
Personnel Services	79,815.00	3,426.12	50,252.65	57,543.70	-	22,271.30	72.10%
Supplies	1,500.00	66.40	242.98	1,131.17	-	368.83	75.41%
Operating Expenses	60,250.00	2,839.50	44,746.57	63,696.82	-	(3,446.82)	105.72%
Professional Services	10,000.00	-	-	-	-	10,000.00	0.00%
TOTAL CITY COUNCIL	151,565.00	6,332.02	95,242.20	122,371.69	-	29,193.31	80.74%
CITY MANAGER							
Personnel Services	989,830.00	89,050.25	987,095.30	915,626.66	62,089.23	12,114.11	98.78%
Supplies	1,470.00	-	1,345.55	495.21	-	974.79	33.69%
Operating Expenses	1,960.00	67.09	1,546.70	1,948.66	-	11.34	0.99
TOTAL CITY MANAGER	993,260.00	89,117.34	989,987.55	918,070.53	62,089.23	13,100.24	98.68%
MUNICIPAL COURT							
Personnel Services	371,781.00	31,486.34	281,873.99	290,905.00	24,564.89	56,311.11	84.85%
Supplies	6,000.00	725.67	1,189.02	838.02	(14.02)	5,176.00	13.73%
Operating Expenses	4,672.00	-	992.57	1,211.73	(18.00)	3,478.27	25.55%

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: July 31, 2024

101 GENERAL FUND	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Professional Services	62,488.00	5,552.10	48,215.43	37,407.71	17,700.00	7,380.29	88.19%
Maintenance Services	2,500.00	-	1,200.00	800.00	450.00	1,250.00	50.00%
TOTAL MUNICIPAL COURT	447,441.00	37,764.11	333,471.01	331,162.46	42,682.87	73,595.67	83.55%
CUSTOMER RELATIONS-311							
Personnel Services	137,782.00	13,160.74	104,531.43	119,804.73	9,286.97	8,690.30	93.69%
Supplies	475.00	-	64.24	379.74	-	95.26	79.95%
TOTAL CUSTOMER RELATIONS-311	138,257.00	13,160.74	104,595.67	120,184.47	9,286.97	8,785.56	93.65%
PLANNING & ZONING							
Personnel Services	447,836.00	39,553.54	243,295.13	329,238.69	29,465.84	89,131.47	80.10%
Supplies	2,500.00	3.42	5,848.72	929.45	(49.45)	1,620.00	35.20%
Operating Expenses	250.00	49.00	31.00	49.00	(93.00)	294.00	-17.60%
Professional Services	100.00	-	(10.00)	-	-	100.00	0.00%
Capital Outlay	-	-	-	27,152.65	-	(27,152.65)	0.00%
TOTAL PLANNING & ZONING	450,686.00	39,605.96	249,164.85	357,369.79	29,323.39	63,992.82	85.80%
LEGAL SERVICES							
Operating Expenses	10,000.00	662.25	3,250.67	4,418.99	-	5,581.01	44.19%
Professional Services	80,000.00	8,185.21	38,838.79	77,348.18	-	2,651.82	96.69%
TOTAL LEGAL SERVICES	90,000.00	8,847.46	42,089.46	81,767.17	-	8,232.83	90.85%
ECONOMIC DEVELOPMENT							
Personnel Services	498,032.00	30,704.48	-	293,706.42	41,770.20	162,555.38	67.36%
City Assistance	1,050,000.00	1,108,110.59	-	1,108,110.59	-	(58,110.59)	105.53%
TOTAL ECONOMIC DEVELOPMENT	1,548,032.00	1,138,815.07	-	1,401,817.01	41,770.20	104,444.79	93.25%
CITY SECRETARY							
Personnel Services	233,283.00	17,681.21	153,508.90	173,968.23	17,421.20	41,893.57	82.04%
Supplies	2,734.00	148.72	1,264.32	2,105.73	-	628.27	77.02%
Operating Expenses	31,954.00	1,317.78	383.38	22,261.82	-	9,692.18	69.67%
TOTAL CITY SECRETARY	267,971.00	19,147.71	155,156.60	198,335.78	17,421.20	52,214.02	80.52%

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: July 31, 2024

101 GENERAL FUND	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
NON-DEPARTMENTAL							
Supplies	9,000.00	-	5,686.66	8,472.21	-	527.79	94.14%
City Support Services	280,000.00	(1,108,110.59)	1,129,541.79	243,125.73	79,154.71	(42,280.44)	115.10%
Operating Expenses	1,743,652.00	195,165.46	1,258,179.76	1,285,401.30	707.76	457,542.94	73.76%
Fund Chrgs/Transfrs-Spec Events Fnd	27,757.00	-	9,942.60	-	-	27,757.00	0.00%
Capital Outlay	-	8,000.00	39,279.52	31,485.66	-	(31,485.66)	0.00%
TOTAL NON-DEPARTMENTAL	2,060,409.00	(904,945.13)	2,442,630.33	1,568,484.90	79,862.47	412,061.63	80.00%
PUBLIC AFFAIRS							
Personnel Services	389,667.00	32,738.36	283,691.29	289,723.83	28,077.03	71,866.14	81.56%
Supplies	65,220.00	1,677.85	56,134.41	51,607.63	-	13,612.37	79.13%
Operating Expenses	128,925.00	9,982.54	103,077.88	95,591.48	21,100.80	12,232.72	90.51%
Professional Services	91,100.00	7,182.28	62,006.53	76,458.19	8,128.00	6,513.81	92.85%
TOTAL PUBLIC AFFAIRS	674,912.00	51,581.03	504,910.11	513,381.13	57,305.83	104,225.04	84.56%
ENGINEERING							
Personnel Services	1,309,086.00	93,516.82	816,776.55	824,134.19	103,988.73	380,963.08	70.90%
Supplies	4,450.00	198.69	954.28	4,645.13	75.10	(270.23)	106.07%
Utility Services	8,000.00	883.52	5,617.00	5,343.08	-	2,656.92	66.79%
Operating Expenses	360.00	-	62.00	850.45	-	(490.45)	236.24%
Professional Services	50,000.00	5,380.00	38,622.75	27,312.50	(2,547.50)	25,235.00	49.53%
Capital Outlay	-	-	-	75,413.90	(85,878.34)	10,464.44	0.00%
TOTAL ENGINEERING	1,371,896.00	99,979.03	862,032.58	937,699.25	15,637.99	418,558.76	69.49%
TOTAL GENERAL GOVERNMENT	8,194,429.00	599,405.34	5,779,280.36	6,550,644.18	355,380.15	1,288,404.67	84.28%
PUBLIC SAFETY							
POLICE							
Personnel Services	10,796,213.40	1,001,264.11	7,855,322.42	8,919,995.27	717,377.16	1,158,840.97	89.27%
Supplies	714,368.16	9,038.83	286,861.45	250,432.74	326,582.77	137,352.65	80.77%
City Support Services	5,000.00	-	-	-	-	5,000.00	0.00%
Utility Services	237,600.00	17,843.96	147,120.10	149,020.72	-	88,579.28	62.72%
Operating Expenses	57,705.00	549.00	45,257.79	55,483.13	368.12	1,853.75	96.79%

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: July 31, 2024

101 GENERAL FUND	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Professional Services	138,309.00	12,272.22	48,026.33	54,744.51	931.38	82,633.11	40.25%
Maintenance Services	76,147.00	15,711.00	33,149.80	48,761.23	-	27,385.77	64.04%
Rental/Leasing	550,000.00	-	-	546,344.80	-	3,655.20	99.34%
Capital Outlay	1,329,284.00	-	261,662.27	936,031.88	441,855.13	(48,603.01)	103.66%
TOTAL POLICE	13,904,626.56	1,056,679.12	8,677,400.16	10,960,814.28	1,487,114.56	1,456,697.72	89.52%
FIRE RESCUE							
Personnel Services	7,448,885.00	696,011.97	5,266,368.29	6,601,112.13	423,045.33	424,727.54	94.30%
Supplies	135,652.00	5,935.77	81,520.07	110,804.19	16,867.92	7,979.89	94.12%
Utility Services	132,240.00	8,450.27	83,209.22	83,465.87	-	48,774.13	63.12%
Operating Expenses	42,276.00	948.88	24,946.82	6,445.11	-	35,830.89	15.25%
Professional Services	70,000.00	-	27,953.65	38,072.35	-	31,927.65	54.39%
Maintenance Services	95,243.00	9,256.63	37,981.03	47,702.49	-	47,540.51	50.09%
Rental/Leasing	26,720.00	26,719.06	28,055.01	26,719.06	-	0.94	100.00%
Capital Outlay	434,000.00	66,942.87	14,755.42	83,320.76	(15,940.02)	366,619.26	15.53%
TOTAL FIRE RESCUE	8,385,016.00	814,265.45	5,564,789.51	6,997,641.96	423,973.23	963,400.81	88.51%
INSPECTIONS							
Personnel Services	1,286,901.00	115,841.36	838,896.50	995,178.36	87,505.63	204,217.01	84.13%
Supplies	5,460.00	561.89	9,095.31	3,446.00	-	2,014.00	63.11%
Utility Services	7,200.00	833.81	5,829.76	6,723.47	-	476.53	93.38%
Operating Expenses	850.00	-	217.00	284.12	(31.00)	596.88	29.78%
Professional Services	70,000.00	1,800.00	4,950.00	8,250.00	(18,100.00)	79,850.00	-14.07%
TOTAL INSPECTIONS	1,370,411.00	119,037.06	858,988.57	1,013,881.95	(6,746.81)	363,275.86	73.49%
NEIGHBORHOOD SERVICES							
Personnel Services	477,338.00	46,469.79	329,385.11	398,783.02	28,817.92	49,737.06	89.58%
Supplies	10,400.00	3,109.85	12,385.17	7,216.93	-	3,183.07	69.39%
Utility Services	6,500.00	377.56	3,801.45	3,249.31	-	3,250.69	49.99%
Operating Expenses	1,700.00	49.00	93.00	214.49	-	1,485.51	12.62%

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: July 31, 2024

101 GENERAL FUND	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Professional Services	2,450.00	-	-	1,825.00	-	625.00	74.49%
Maintenance Services	30,000.00	262.00	9,581.46	10,807.00	-	19,193.00	36.02%
TOTAL NEIGHBORHOOD SERVICES	528,388.00	50,268.20	355,246.19	422,095.75	28,817.92	77,474.33	85.34%
TOTAL PUBLIC SAFETY	24,188,441.56	2,040,249.83	15,456,424.43	19,394,433.94	1,933,158.90	2,860,848.72	88.17%
PUBLIC ENVIRONMENT							
STREETS							
Personnel Services	1,202,126.00	93,022.62	836,025.50	861,816.30	75,673.32	264,636.38	77.99%
Supplies	232,905.00	17,780.17	111,647.64	114,400.85	13,963.71	104,540.44	55.11%
Utility Services	252,500.00	19,283.55	160,900.13	175,345.71	-	77,154.29	69.44%
Maintenance Services	1,425,320.00	56,941.72	22,763.75	940,431.66	173,493.25	311,395.09	78.15%
Rental/Lease	6,000.00	-	848.23	417.98	-	5,582.02	6.97%
Capital Outlay	255,000.00	-	275,245.41	32,354.00	-	222,646.00	12.69%
TOTAL STREETS	3,373,851.00	187,028.06	1,407,430.66	2,124,766.50	263,130.28	985,954.22	70.78%
TOTAL PUBLIC ENVIRONMENT	3,373,851.00	187,028.06	1,407,430.66	2,124,766.50	263,130.28	985,954.22	70.78%
PARKS & RECREATION							
PARKS DEPARTMENT							
Personnel Services	1,138,079.02	125,123.00	820,095.58	1,042,152.09	65,744.04	30,182.89	97.35%
Supplies	109,680.00	16,637.40	81,092.56	129,766.04	-	(20,086.04)	118.31%
Utility Services	276,000.00	46,549.73	213,932.26	230,083.16	-	45,916.84	83.36%
Operating Expenses	195,300.00	32,602.35	166,271.55	183,146.18	490.00	11,663.82	94.03%
Professional Services	5,880.00	-	22,694.00	12,911.00	-	(7,031.00)	219.57%
Maintenance Services	264,522.00	9,355.51	94,649.76	185,322.33	119,893.05	(40,693.38)	115.38%
Rental/Leasing	10,000.00	-	7,235.61	8,849.43	-	1,150.57	88.49%
Capital Outlay	385,000.00	-	93,599.92	242,383.06	(46,841.28)	189,458.22	50.79%
TOTAL PARKS DEPARTMENT	2,384,461.02	230,267.99	1,499,571.24	2,034,613.29	139,285.81	210,561.92	91.17%
SWIM POOL							
Supplies	27,000.00	252.01	11,475.80	27,365.13	-	(365.13)	101.35%
Utility Services	25,500.00	13,663.21	15,412.96	45,475.85	-	(19,975.85)	178.34%

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: July 31, 2024

101 GENERAL FUND	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Maintenance Services	542,052.00	178,815.66	290,368.37	497,734.80	-	44,317.20	91.82%
TOTAL SWIM POOL	594,552.00	192,730.88	317,257.13	570,575.78	-	23,976.22	95.97%
EVENT FACILITIES							
Personnel Services	431,772.00	55,590.98	348,615.66	429,391.18	23,665.10	(21,284.28)	104.93%
Supplies	15,190.00	1,038.10	6,422.22	11,251.52	-	3,938.48	74.07%
Utility Services	65,779.00	5,217.51	53,934.76	52,679.91	-	13,099.09	80.09%
Operating Expenses	1,650.00	-	31.00	228.38	-	1,421.62	13.84%
Maintenance Services	2,450.00	-	-	-	-	2,450.00	0.00%
Capital Outlay	60,000.00	-	-	5,404.00	48,787.55	5,808.45	90.32%
TOTAL EVENT FACILITIES	576,841.00	61,846.59	409,003.64	498,954.99	72,452.65	5,433.36	99.06%
TOTAL PARKS & RECREATION	3,555,854.02	484,845.46	2,225,832.01	3,104,144.06	211,738.46	239,971.50	93.25%
CULTURAL							
LIBRARY							
Personnel Services	1,117,118.00	101,279.16	809,445.31	919,968.18	71,538.19	125,611.63	88.76%
Supplies	200,100.00	11,214.83	131,068.26	148,599.04	28,738.05	22,762.91	88.62%
Utility Services	64,000.00	8,890.48	50,295.51	50,018.81	-	13,981.19	78.15%
Operating Expenses	5,000.00	-	740.30	4,724.80	-	275.20	94.50%
TOTAL LIBRARY	1,386,218.00	121,384.47	991,549.38	1,123,310.83	100,276.24	162,630.93	88.27%
TOTAL CULTURAL	1,386,218.00	121,384.47	991,549.38	1,123,310.83	100,276.24	162,630.93	88.27%
INTERNAL SERVICE							
INFORMATION TECHNOLOGY							
Personnel Services	1,231,754.00	113,790.89	909,766.95	1,074,105.37	85,322.45	72,326.18	94.13%
Supplies	309,300.00	12,821.08	118,053.11	141,730.73	43,923.81	123,645.46	60.02%
Operating Expenses	1,235,264.00	119,843.62	793,480.75	948,106.06	185,518.11	101,639.83	91.77%
Utility Services	422,000.00	29,594.68	296,933.04	364,358.52	-	57,641.48	86.34%
Professional Services	18,000.00	553.00	15,732.10	34,042.53	2,916.17	(18,958.70)	205.33%
Maintenance Services	3,800.00	-	-	55.88	-	3,744.12	1.47%
Rental/Leasing	-	-	1,294.74	-	-	-	0.00%
Capital Outlay	162,000.00	-	42,584.46	56,323.08	84,490.10	21,186.82	86.92%
TOTAL INFORMATION TECHNOLOGY	3,382,118.00	276,603.27	2,177,845.15	2,618,722.17	402,170.64	361,225.19	89.32%

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: July 31, 2024

101 GENERAL FUND	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
HUMAN RESOURCES							
Personnel Services	721,720.00	60,423.63	524,953.27	564,382.35	35,150.42	122,187.23	83.07%
Supplies	4,360.00	-	740.23	3,067.20	-	1,292.80	70.35%
Operating Expenses	124,300.00	9,873.60	86,458.86	84,016.36	11,627.36	28,656.28	76.95%
Professional Services	64,500.00	2,999.00	520.00	63,222.01	-	1,277.99	98.02%
TOTAL HUMAN RESOURCES	914,880.00	73,296.23	612,672.36	714,687.92	46,777.78	153,414.30	83.23%
FINANCE							
Personnel Services	737,429.00	69,497.21	585,225.61	564,965.74	52,097.10	120,366.16	83.68%
Supplies	3,000.00	613.18	3,136.56	3,468.45	-	(468.45)	115.62%
Operating Expenses	4,000.00	1,250.00	4,253.18	5,000.00	(184.95)	(815.05)	120.38%
Professional Sevices	48,500.00	(31,300.00)	23,728.50	39,820.00	-	8,680.00	82.10%
TOTAL FINANCE	792,929.00	40,060.39	616,343.85	613,254.19	51,912.15	127,762.66	83.89%
PURCHASING & ASSET MGT							
Personnel Services	314,226.00	25,830.15	231,991.74	172,557.96	26,386.32	115,281.72	63.31%
Supplies	6,640.00	323.94	6,554.91	3,797.22	347.98	2,494.80	62.43%
Operating Expenses	7,600.00	1,348.00	5,142.28	5,400.91	-	2,199.09	71.06%
TOTAL PURCHASING & ASSET MGT	328,466.00	27,502.09	244,482.30	181,756.09	26,734.30	119,975.61	63.47%
FLEET SERVICE							
Personnel Services	865,876.00	75,796.81	536,029.66	724,667.43	53,000.17	88,208.40	89.81%
Supplies	270,350.00	34,394.25	219,522.28	316,393.46	10,768.78	(56,812.24)	121.01%
Utility Services	12,000.00	736.96	8,158.31	10,846.73	-	1,153.27	90.39%
Maintenance Services	308,000.00	47,957.87	215,179.24	313,144.67	12,202.75	(17,347.42)	105.63%

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: July 31, 2024

101 GENERAL FUND	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Capital Outlay	29,774.00	-	-	55,934.91	(44,143.90)	17,982.99	39.60%
TOTAL FLEET SERVICE	1,486,000.00	158,885.89	978,889.49	1,420,987.20	31,827.80	33,185.00	97.77%
FACILITY SERVICES							
Personnel Services	1,016,987.00	89,312.89	725,474.13	884,629.69	56,895.15	75,462.16	92.58%
Supplies	146,165.00	15,635.40	101,109.44	106,523.05	490.84	39,151.11	73.21%
Utility Services	213,000.00	19,437.73	153,725.73	143,356.57	-	69,643.43	67.30%
Maintenance Services	429,000.00	84,963.67	479,139.98	402,147.35	2,793.23	24,059.42	94.39%
Rental/Leasing	490.00	412.50	-	474.60	-	15.40	96.86%
Operating Equipment	-	-	-	45.00	-	(45.00)	0.00%
Capital Outlay	257,000.00	-	-	185,751.96	(5,109.85)	76,357.89	70.29%
TOTAL BUILDING MAINTENANCE	2,062,642.00	209,762.19	1,459,449.28	1,722,928.22	55,069.37	284,644.41	86.20%
TOTAL INTERNAL SERVICE	8,967,035.00	786,110.06	6,089,682.43	7,272,335.79	614,492.04	1,080,207.17	87.95%
MISC & PROJECTS							
Project							
Fund Charges/Transfers	1,250,000.00	-	203.50	-	-	1,250,000.00	0.00%
TOTAL PROJECTS	1,250,000.00	-	203.50	-	-	1,250,000.00	0.00%
CITY ASSISTANCE							
City's Assistance to Agencies	57,666.00	-	5,000.00	20,000.00	(5,000.00)	42,666.00	26.01%
Operating Equipment	10,000.00	-	5,287.54	-	18,269.77	(8,269.77)	182.70%
Operating Expenses	250,000.00	33,906.40	163,521.60	215,986.22	-	34,013.78	86.39%
TOTAL CITY ASSISTANCE	317,666.00	33,906.40	173,809.14	235,986.22	13,269.77	68,410.01	78.46%
COURT - RESTRICTED FUNDS							
Supplies	2,000.00	-	521.00	1,380.00	159.96	460.04	77.00%
Operating Expenses	8,000.00	-	-	-	-	8,000.00	0.00%
TOTAL COURT-RESTRICTED FUNDS	10,000.00	-	521.00	1,380.00	159.96	8,460.04	15.40%
TOTAL MISC & PROJECTS	1,577,666.00	33,906.40	174,533.64	237,366.22	13,429.73	1,326,870.05	15.90%
TOTAL EXPENDITURES	51,243,494.58	4,252,929.62	32,124,732.91	39,807,001.52	3,491,605.80	7,944,887.26	84.50%
REVENUE OVER(UNDER) EXPEND.	(2,566,503.58)	(2,110,581.91)	8,852,934.91	3,552,949.00	(3,538,632.12)	(2,580,820.46)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: July 31, 2024

101 GENERAL FUND		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
Taxes								
101-101-411100	Advalorem Tax-Current	19,100,000.00	85,324.22	17,977,667.90	19,100,571.44	-	(571.44)	100.00%
101-101-411110	Disable Veterans Assist Pymnt	1,500,000.00	-	1,179,231.99	868,703.59	-	631,296.41	57.91%
101-101-411200	Advalorem Tax-Delinquent	50,000.00	1,810.88	92,779.33	15,128.27	-	34,871.73	30.26%
101-101-411300	Advalorem Tax-P&I	100,000.00	10,427.90	98,610.56	125,557.89	-	(25,557.89)	125.56%
101-101-411500	Sales Tax Revenue-Gen Fund	14,180,000.00	1,020,846.51	10,942,008.17	11,273,849.60	-	2,906,150.40	79.51%
101-164-411600	Bingo Tax	-	-	11.25	13.13	-	(13.13)	0.00%
101-164-411700	Mixed Beverage Tax	88,000.00	7,009.51	72,755.45	70,244.04	-	17,755.96	79.82%
TOTAL Taxes		35,018,000.00	1,125,419.02	30,363,064.65	31,454,067.96	-	3,563,932.04	89.82%
Franchises								
101-101-421200	Center Point/Entex Energy	145,000.00	7,657.69	119,456.00	129,921.24	-	15,078.76	89.60%
101-101-421220	City Public Service	1,400,000.00	126,925.28	1,045,483.96	1,002,754.16	-	397,245.84	71.63%
101-101-421240	Guadalupe Valley Elec Co-op	550,000.00	68,731.10	392,853.71	441,521.95	-	108,478.05	80.28%
101-101-421250	New Braunfels Utilities	85,000.00	8,813.99	64,024.94	64,421.77	-	20,578.23	75.79%
101-101-421300	Time Warner-State Franchise	290,000.00	22,646.27	267,625.57	225,090.48	-	64,909.52	77.62%
101-101-421460	AT&T Franchise Fee	30,000.00	2,207.77	42,073.80	21,687.77	-	8,312.23	72.29%
101-101-421480	Other Telecom Franchise - ROW	100,000.00	295.12	18,192.82	16,007.00	-	83,993.00	16.01%
101-101-421500	Solid Waste Franchise Fee	195,000.00	10,805.84	146,073.89	128,474.48	(47,026.32)	113,551.84	41.77%
TOTAL Franchises		2,795,000.00	248,083.06	2,095,784.69	2,029,878.85	(47,026.32)	812,147.47	70.94%
Permits								
101-258-431100	Home Occupation Permit	550.00	35.00	140.00	385.00	-	165.00	70.00%
101-258-431101	Bldg Permit-Residential	320,000.00	20,111.00	214,157.80	437,349.00	-	(117,349.00)	136.67%
101-258-431102	Bldg Permit-Commercial	350,000.00	49,075.00	529,033.20	1,092,900.00	-	(742,900.00)	312.26%
101-258-431103	Bldg Permit-General	300,000.00	11,311.00	190,745.60	183,146.30	-	116,853.70	61.05%
101-258-431104	Mobile Home Permit	400.00	-	250.00	675.00	-	(275.00)	168.75%
101-258-431105	Signs Permit	5,500.00	531.00	4,776.68	7,006.00	-	(1,506.00)	127.38%
101-259-431106	Food Establishmnt Permit	70,000.00	1,770.00	52,965.00	40,400.00	-	29,600.00	57.71%
101-258-431107	Plumbing Permit	90,000.00	7,289.00	82,898.00	102,643.00	-	(12,643.00)	114.05%
101-258-431108	Electrical Permit	65,000.00	4,280.00	48,360.00	63,200.00	-	1,800.00	97.23%
101-258-431109	Mechanical Permit	50,000.00	3,900.00	37,220.00	58,300.00	-	(8,300.00)	116.60%
101-256-431110	Solicitor/Peddler Permit	2,800.00	-	2,440.00	1,330.00	-	1,470.00	47.50%
101-256-431111	Animal/Pet Permit	250.00	-	100.00	15.00	-	235.00	6.00%
101-258-431112	Cert of Occupancy Prmt	9,000.00	850.00	7,350.00	8,300.00	-	700.00	92.22%

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: July 31, 2024

101 GENERAL FUND		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
101-256-431113	Security Alarm Permit	35,800.00	2,291.00	26,657.00	29,808.00	-	5,992.00	83.26%
101-173-431114	Grading/Clearing Permit	15,000.00	1,725.95	25,596.72	40,907.10	-	(25,907.10)	272.71%
101-173-431115	Development Permit	75,000.00	27,574.62	154,438.40	152,814.73	-	(77,814.73)	203.75%
101-257-431117	Fire Permit	30,000.00	12,721.00	23,718.00	74,844.00	-	(44,844.00)	249.48%
TOTAL Permits		1,419,300.00	143,464.57	1,400,846.40	2,294,023.13	-	(874,723.13)	161.63%
Licenses								
101-164-431118	Alcohol Beverage License	9,000.00	1,635.00	4,770.00	7,585.00	-	1,415.00	84.28%
101-258-431119	Mobile Home License	120.00	-	80.00	-	-	120.00	0.00%
TOTAL Licenses		9,120.00	1,635.00	4,850.00	7,585.00	-	1,535.00	83.17%
Fees								
101-152-451000	Municipal Court Fines	300,000.00	27,325.20	298,446.64	222,572.73	-	77,427.27	74.19%
101-152-451003	Arrest Fee	9,600.00	602.77	8,675.68	5,737.91	-	3,862.09	59.77%
101-152-451004	Expunction Fee	340.00	-	-	-	-	340.00	0.00%
101-152-451005	Warrant Fees	36,000.00	3,101.00	36,662.11	30,370.22	-	5,629.78	84.36%
101-152-451006	Officer Jury Fee	200.00	-	131.00	-	-	200.00	0.00%
101-152-451008	Judicial Fee-City	240.00	9.20	205.81	168.67	-	71.33	70.28%
101-152-451009	Traffic Fine Costs TTL	3,600.00	166.74	3,412.53	1,951.50	-	1,648.50	54.21%
101-152-451010	Juvenile Case Mgmt Fee	1,800.00	76.70	1,715.13	1,405.61	-	394.39	78.09%
101-152-451011	Truancy Fees	9,600.00	656.41	8,725.31	5,802.65	-	3,797.35	60.44%
101-152-451012	Local Municipal Jury Fund	200.00	12.93	170.04	112.73	-	87.27	56.37%
101-152-451013	Technology Fund Fee	8,400.00	580.88	8,241.08	5,116.34	-	3,283.66	60.91%
101-152-451014	Security Fee	9,000.00	681.15	9,409.12	6,370.55	-	2,629.45	70.78%
101-152-451015	Time Payment Fee-City	3,000.00	245.00	3,405.57	2,308.77	-	691.23	76.96%
101-152-451016	State Fines 10% Service Fee	18,000.00	-	20,054.74	8,199.78	-	9,800.22	45.55%
101-152-451017	DPS Payment-Local	3,000.00	230.67	2,700.27	2,224.85	-	775.15	74.16%
101-152-451018	Child Safety Fee	3,000.00	49.37	2,776.69	1,472.80	-	1,527.20	49.09%
101-154-432000	Platting Fees	54,000.00	8,500.00	50,000.00	40,000.00	-	14,000.00	74.07%
101-154-432007	Site Plan Fee	23,000.00	-	22,500.00	24,000.00	-	(1,000.00)	104.35%
101-460-432009	Tree Mitigation Admin Fee	15,000.00	-	-	-	-	15,000.00	0.00%
101-154-432011	BOA/Variance Fees	2,500.00	-	2,500.00	1,000.00	-	1,500.00	40.00%
101-154-432014	Specific Use/Zone Chng Fee	26,450.00	8,650.00	31,450.00	38,150.00	-	(11,700.00)	144.23%
101-154-432015	Zoning Ltr & Dev Rights	2,550.00	150.00	3,450.00	2,850.00	-	(300.00)	111.76%
101-258-432016	Reinspection Fees	190,000.00	14,500.00	207,150.00	138,575.00	-	51,425.00	72.93%
101-259-432017	Swim Pool Inspection Fee	2,900.00	-	2,530.00	2,640.00	-	260.00	91.03%

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: July 31, 2024

101 GENERAL FUND		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
101-259-432018	Lot Abatement	6,500.00	35.00	7,368.88	4,595.55	-	1,904.45	70.70%
101-258-432019	Admin Fee-Inspections	5,000.00	400.00	3,700.00	4,000.00	-	1,000.00	80.00%
101-259-432020	Foster Care	500.00	-	-	-	-	500.00	0.00%
101-460-432021	Pool Gate Admission Fee	22,000.00	7,543.00	26,089.75	20,143.05	-	1,856.95	91.56%
101-460-432022	Seasonal Pool Pass Fee	6,000.00	200.00	6,430.00	5,768.00	-	232.00	96.13%
101-460-432035	Senior Center Memberships	23,000.00	1,952.00	23,453.00	23,802.00	-	(802.00)	103.49%
101-460-432037	Senior Center Meal Fee	25,000.00	11,565.00	32,115.75	46,548.84	-	(21,548.84)	186.20%
101-257-432046	Fire Re-inspection Fee	-	-	445.00	200.00	-	(200.00)	0.00%
101-872-432058	Sale of Mdse - GovDeals	60,000.00	18,839.00	116,077.01	177,102.73	-	(117,102.73)	295.17%
101-460-432066	Senior Center Rental	8,400.00	1,400.00	6,300.00	5,600.00	-	2,800.00	66.67%
101-170-432013	Schertz Magazine Advertising	125,000.00	18,856.25	102,718.75	108,487.50	-	16,512.50	86.79%
101-258-432008	Plan Check Fee	550,000.00	35,454.50	408,667.11	818,724.50	-	(268,724.50)	148.86%
101-258-432010	Technology Fee	-	2,660.00	-	30,410.00	-	(30,410.00)	0.00%
101-460-432001	4th of July Jubilee - Proceeds	28,000.00	5,700.00	33,050.00	32,900.00	-	(4,900.00)	117.50%
101-460-432003	Holidazzle - Proceeds	14,000.00	-	16,070.00	11,010.00	-	2,990.00	78.64%
101-460-432004	Moving on Main - Proceeds	8,500.00	-	12,000.00	9,800.00	-	(1,300.00)	115.29%
101-460-432005	Music & Movies in the Park - Proceeds	8,000.00	-	8,000.00	-	-	8,000.00	0.00%
101-460-432012	Mobile Stage Rental Fees	1,500.00	-	3,100.00	-	-	1,500.00	0.00%
101-464-432063	Cap Rcvry Fee-Civic Center	-	-	(900.00)	(875.00)	-	875.00	0.00%
101-464-432064	Civic Center Ancillary Fees	-	-	(450.00)	(250.00)	-	250.00	0.00%
101-464-432065	North Center Rental Fees	30,000.00	-	36,331.25	7,448.75	-	22,551.25	24.83%
101-464-432067	Community Center Rental Fees	43,000.00	-	48,202.00	20,930.75	-	22,069.25	48.68%
101-464-432069	Civic Center Rental Fees	250,000.00	150.00	260,644.50	45,200.38	-	204,799.62	18.08%
101-464-432077	Cancellation Fees-Event Rental	3,500.00	-	5,300.00	1,165.00	-	2,335.00	33.29%
101-665-432060	Misc Income-Library Copier	16,000.00	1,952.25	14,776.77	16,732.65	-	(732.65)	104.58%
101-460-432073	Pavilion Rental Fees	25,000.00	555.00	23,875.00	21,072.50	-	3,927.50	84.29%
101-460-432074	Equipment Rentals-Parks	100.00	15.00	125.00	40.80	-	59.20	40.80%
101-460-432075	Chamber of Comm Rent	7,800.00	3,900.00	7,800.00	9,750.00	-	(1,950.00)	125.00%
101-460-432076	Non-Resident SYSA League	10,000.00	-	10,420.00	13,440.00	-	(3,440.00)	134.40%
101-460-432078	NonResident User Fee-BVYA	7,000.00	-	7,510.00	7,490.00	-	(490.00)	107.00%
101-460-432079	BVYA Utility Reimbursement	15,000.00	-	13,466.49	21,080.88	-	(6,080.88)	140.54%
101-460-432080	SYSA Utility Reimbursement	7,500.00	-	5,907.69	6,043.07	-	1,456.93	80.57%
101-460-432081	Lions Futbol Utility Reimbrsmt	15,000.00	-	17,540.00	10,548.00	-	4,452.00	70.32%
101-460-432082	Recreation Programs	10,000.00	2,711.00	14,989.00	52,146.00	-	(42,146.00)	521.46%
101-460-432083	Rec Prgrm-Kickball Leagues	3,000.00	210.00	1,625.00	1,235.00	-	1,765.00	41.17%
101-256-432084	Vehicle Impoundment	12,300.00	2,970.00	9,291.00	8,380.00	-	3,920.00	68.13%
101-101-432089	NSF Check Fee	-	-	75.00	-	-	-	0.00%

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: July 31, 2024

101 GENERAL FUND		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
101-101-432088	Notary Fee	60.00	6.00	36.00	12.00	-	48.00	20.00%
101-256-432062	Animal Adoption Fee	11,100.00	2,025.00	11,335.00	9,655.00	-	1,445.00	86.98%
101-256-432061	Pet Impoundment Fee	12,000.00	285.00	9,685.00	5,498.00	-	6,502.00	45.82%
101-256-432029	Police Reports Fee	5,000.00	828.00	4,534.00	4,726.00	-	274.00	94.52%
TOTAL Fees		2,097,140.00	185,750.02	2,032,265.67	2,101,592.06	-	(4,452.06)	100.21%
Fines								
101-665-432059	Library Fines	11,000.00	1,343.66	10,662.02	10,466.47	-	533.53	95.15%
TOTAL Fines		11,000.00	1,343.66	10,662.02	10,466.47	-	533.53	95.15%
Inter-Jurisdictional								
101-257-473100	Bexar Co - Fire	21,077.00	-	-	-	-	21,077.00	0.00%
101-257-473101	City of Seguin-Fire Contract	30,107.00	3,333.33	34,380.18	33,333.30	-	(3,226.30)	110.72%
101-665-473102	Guadalupe Co-Library	220,000.00	19,000.83	180,960.00	190,008.30	-	29,991.70	86.37%
101-665-473104	Library Services-Cibolo	40,000.00	-	40,000.00	40,000.00	-	-	100.00%
101-665-473105	Library Services-Selma	23,000.00	-	25,275.00	24,630.00	-	(1,630.00)	107.09%
101-256-473108	Dispatch Service-Cibolo	160,000.00	-	120,000.00	120,000.00	-	40,000.00	75.00%
101-256-473109	School Crossing Guard-Bexar Co	40,000.00	4,792.55	37,252.34	38,721.46	-	1,278.54	96.80%
101-256-473110	School Cross Guard-Guadalupe C	48,000.00	3,898.85	40,016.28	37,000.96	-	10,999.04	77.09%
101-256-473111	School Crossing Guards - Comal	10,000.00	-	15,404.81	16,137.37	-	(6,137.37)	161.37%
101-256-473112	School Officer Funding	567,000.00	-	407,426.25	45,269.58	-	521,730.42	7.98%
101-256-473113	Crime Victim Liaison Agreement	37,500.00	-	28,125.00	-	-	37,500.00	0.00%
TOTAL Inter-Jurisdictional		1,196,684.00	31,025.56	928,839.86	545,100.97	-	651,583.03	45.55%
Fund Transfers								
101-101-480700	Indirect Costs-EMS	221,334.00	18,444.56	180,828.34	184,445.58	-	36,888.42	83.33%
101-101-480701	Indirect Costs-Hotel/Motel	80,265.00	6,688.75	58,262.50	66,887.50	-	13,377.50	83.33%
101-101-480002	Transfer In - Reserves	1,288,503.00	-	-	-	-	1,288,503.00	0.00%
101-101-480705	Interfund Charges-Drainage-5%	265,625.00	22,135.42	266,727.50	221,354.16	-	44,270.84	83.33%
101-101-480703	Interfund Chrges-Admin W&S	1,540,372.00	128,364.33	1,244,683.34	1,283,643.34	-	256,728.66	83.33%
101-101-480202	Transfer In-Water&Sewer Fund	4,000.00	-	-	-	-	4,000.00	0.00%
101-101-480203	Transfer In-EMS	4,000.00	-	-	-	-	4,000.00	0.00%
101-101-480204	Transfer In-Drainage	1,000.00	-	-	-	-	1,000.00	0.00%
101-101-480706	Interfund Charges-Fleet	541,358.00	44,897.58	428,180.00	448,975.84	-	92,382.16	82.94%
101-101-480702	Interfund Charges-4B	546,883.00	-	542,221.00	546,883.00	-	-	100.00%
TOTAL Fund Transfers		4,493,340.00	220,530.64	2,720,902.68	2,752,189.42	-	1,741,150.58	61.25%

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

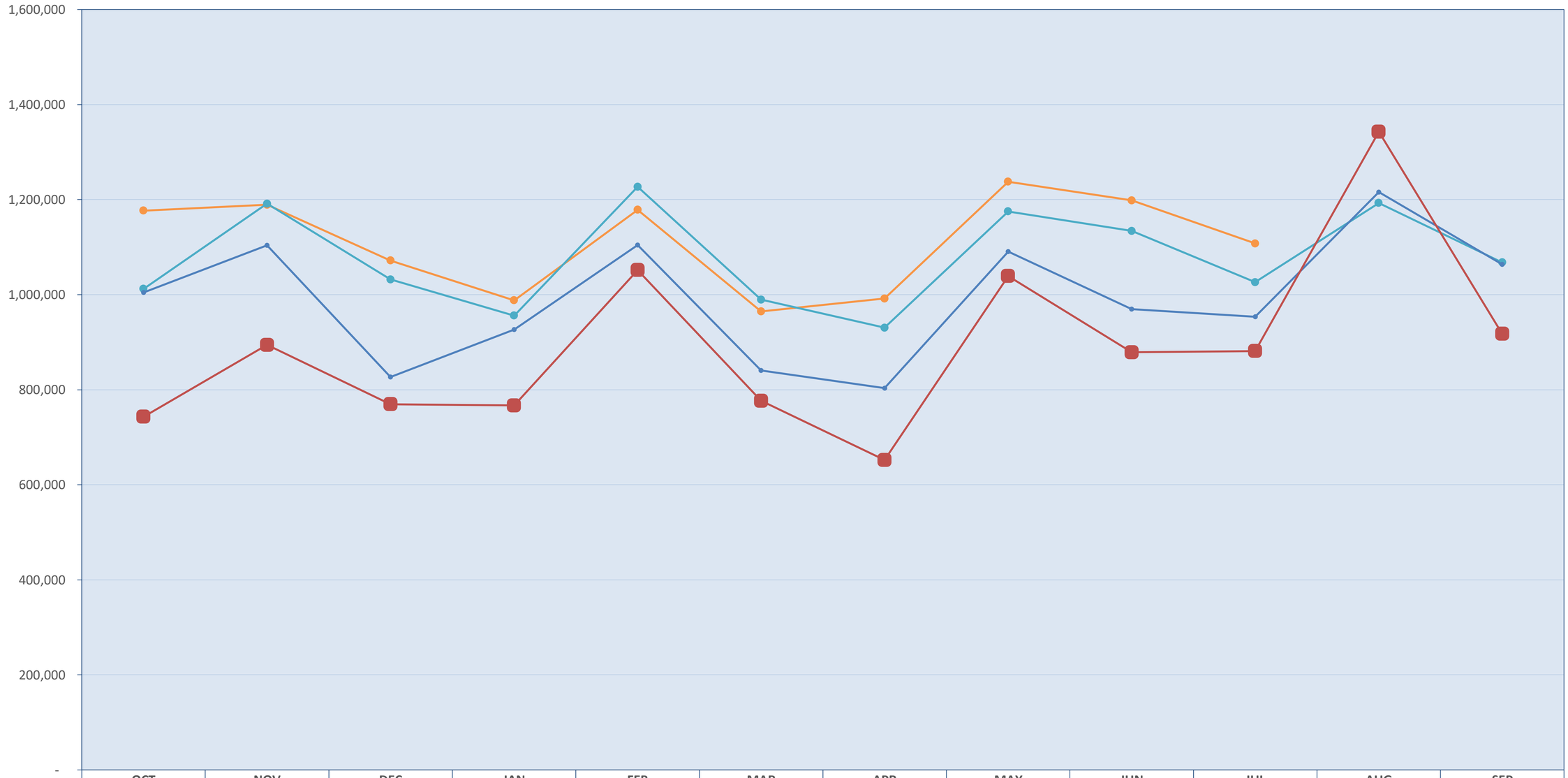
AS OF: July 31, 2024

101 GENERAL FUND		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
Miscellaneous								
101-101-491000	Interest Earned	200,000.00	18,099.79	118,616.44	132,998.87	-	67,001.13	66.50%
101-101-491200	Investment Income	1,000,000.00	79,586.07	717,750.11	888,912.34	-	111,087.66	88.89%
101-101-491302	Unrealized Gain/Loss-CapOne	-	11,397.00	5,865.50	26,360.18	-	(26,360.18)	0.00%
101-101-497002	Donations-Others	-	-	375.00	170.00	-	(170.00)	0.00%
101-665-497002	Donations-Public Library	5,000.00	865.09	1,837.25	5,369.03	-	(369.03)	107.38%
101-256-497004	Donations-Animal Control	5,000.00	955.00	1,795.00	1,760.00	-	3,240.00	35.20%
101-460-497008	Donations-Senior Center	1,000.00	-	2,148.05	691.00	-	309.00	69.10%
101-257-497002	Donation-Fire Rescue	-	-	150.00	-	-	-	0.00%
101-460-497003	Donation - Veteran's Memorial	3,000.00	-	1,500.00	1,050.00	-	1,950.00	35.00%
101-256-497015	LawEnforcemtOfficersStnd&	4,107.00	-	4,106.62	10,792.71	-	(6,685.71)	262.79%
101-256-497016	Grants-Police, Fire, Gen Fund	-	-	-	727.62	-	(727.62)	0.00%
101-101-497000	Misc Income-Gen Fund	60,000.00	2,524.22	17,289.95	44,423.46	-	15,576.54	74.04%
101-256-497021	Misc Income-Police	9,000.00	498.00	5,244.34	34,347.90	-	(25,347.90)	381.64%
101-665-497000	Misc Income-Library	6,000.00	577.00	4,338.10	3,883.15	-	2,116.85	64.72%
101-256-497024	Misc Income-Animal Control	800.00	45.00	1,080.00	690.00	-	110.00	86.25%
101-359-497000	Misc Income-Streets Dept	40,000.00	1,040.00	34,100.69	23,659.92	-	16,340.08	59.15%
101-460-497000	Misc Income-Parks	-	50.65	154.70	450.50	-	(450.50)	0.00%
101-101-497025	Misc Income-TML Ins. Claims	30,000.00	2,519.60	39,348.51	55,046.21	-	(25,046.21)	183.49%
101-101-497026	Misc Income-TML WC Reimbursmnt	10,000.00	-	7,828.71	17,283.38	-	(7,283.38)	172.83%
101-101-497027	Misc Income-Vending Mach	2,500.00	615.65	1,927.16	2,403.31	-	96.69	96.13%
101-152-497000	Misc Income-Muni Court	-	-	400.00	0.70	-	(0.70)	0.00%
101-101-497031	Reimbursmnt-Gen Fund	20,000.00	-	-	-	-	20,000.00	0.00%
101-256-497029	Reimbursmt Police OT-DEA	33,000.00	-	13,937.71	1,016.20	-	31,983.80	3.08%
101-257-497030	Reimburmnt Fire-Emg Acti-OT	200,000.00	66,323.11	440,657.76	913,010.18	-	(713,010.18)	456.51%
101-665-497033	Reimbursement - Library	8,000.00	-	-	-	-	8,000.00	0.00%
TOTAL Miscellaneous		1,637,407.00	185,096.18	1,420,451.85	2,165,046.66	-	(527,639.66)	132.22%
TOTAL REVENUES		48,676,991.00	2,142,347.71	40,977,667.82	43,359,950.52	(47,026.32)	5,364,066.80	88.98%

GENERAL FUND
CASH IN BANK AND INVESTMENTS
AS OF: July 31, 2024

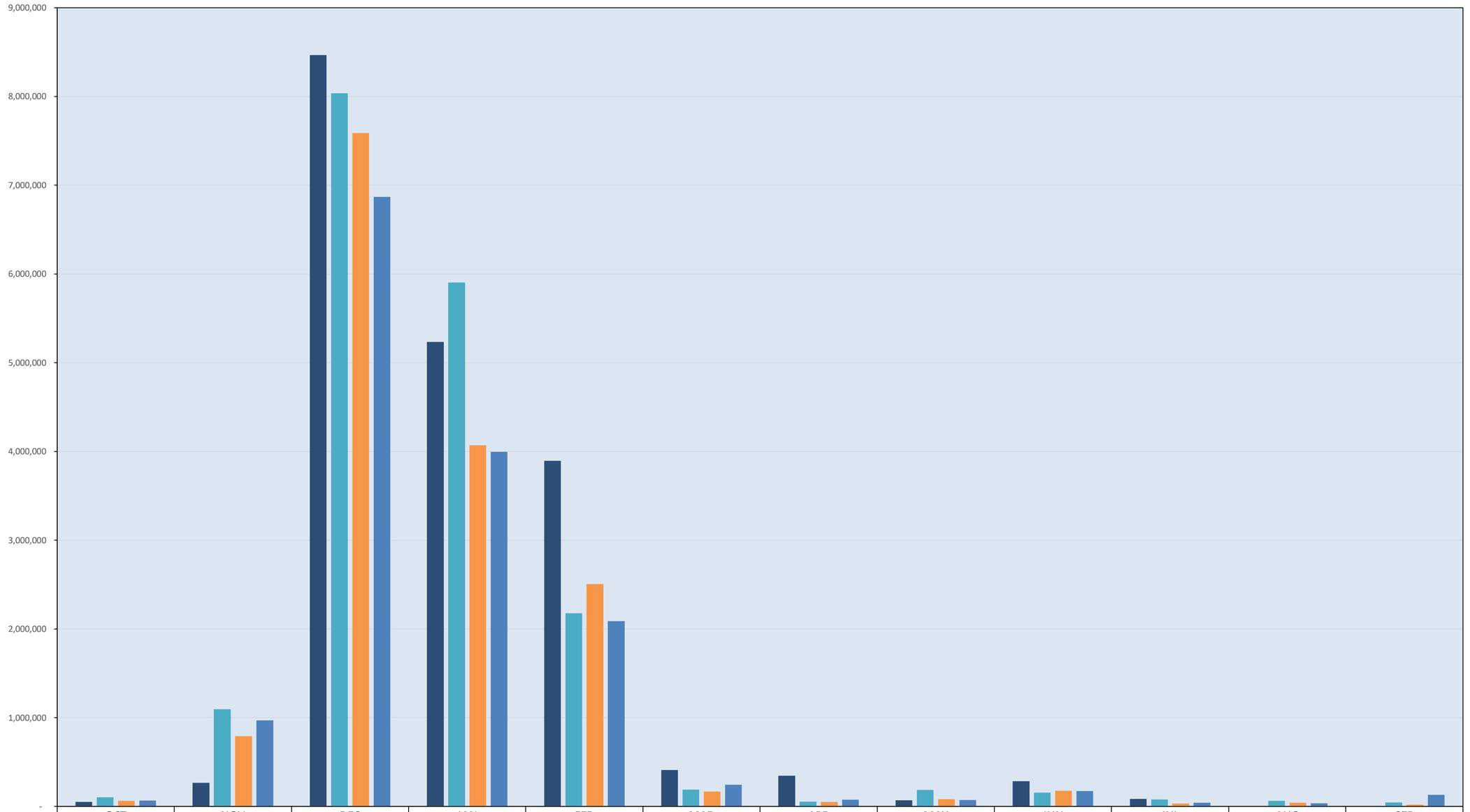
Cash in Bank		
Claim on Operating Cash Pool-Checking	$	1,575,593.04
Cash in Investments		
LOGIC Investment-General Fund		15,303,153.24
LOGIC Investment-Equip Replacement		87,515.52
LOGIC Investment-Veh Replacement		590,098.13
LOGIC Investment-Air Condi Replacment		321,135.95
CAPITAL ONE Investment-General Fund		1,494,853.29
CD - CALIFORNIA CR UN GLENDALE		242,982.99
CD - BOA 11/29/23 to 12/01/25		243,000.00
CD - CROSS 11/30/23 to 11/30/25		248,000.00
CD - 1st Fndn 11/30/23 to 5/30/26		243,000.00
Total Cash in Bank & Investments	$	20,349,332.16

Sales Tax-General Fund



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2023-24	1,176,794	1,189,313	1,071,977	988,069	1,178,553	964,767	991,832	1,237,612	1,198,533	1,107,731		
2022-23	1,012,285	1,191,635	1,032,144	956,099	1,227,037	989,612	930,666	1,175,108	1,134,030	1,026,350	1,192,848	1,067,895
2021-22	1,004,614	1,103,814	826,933	926,859	1,104,306	840,622	803,436	1,090,848	969,440	953,702	1,215,909	1,063,576
2020-21	743,235	894,399	769,523	766,917	1,051,843	776,582	652,217	1,039,235	878,852	881,389	1,342,856	917,603

ADVALOREM TAX



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2023-24	49,846	264,524	8,466,959	5,233,354	3,893,543	410,246	344,277	67,581	284,918	85,324		
2022-23	103,252	1,096,390	8,035,670	5,903,515	2,176,684	188,387	54,021	186,268	155,326	78,154	63,887	45,472
2021-22	64,306	790,610	7,588,294	4,069,380	2,505,204	168,170	49,143	82,010	177,339	32,660	40,812	21,138
2020-21	67,176	970,388	6,869,022	3,995,189	2,086,758	244,347	76,381	71,700	174,542	42,752	33,745	130,219

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: July 31, 2024

CITY OF SCHERTZ

106-SPECIAL EVENTS FUND FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fund Transfers	-	-	146.72	-	-	(894.82)	0.00%
Investment Income	-	91.98	716.87	894.82	-		0.00%
Miscellaneous	45,000.00	-	60,774.63	62,151.23	-	(17,151.23)	138.11%
TOTAL REVENUES	45,000.00	91.98	61,638.22	63,046.05	-	(18,046.05)	140.10%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
CULTURAL							
KICK CANCER	15,000.00	215.76	22,194.63	22,761.88	-	(7,761.88)	151.75%
HAL BALDWIN SCHOLARSHIP	30,000.00	801.94	25,554.70	30,214.04	-	(214.04)	100.71%
TOTAL CULTURAL	45,000.00	1,017.70	47,749.33	52,975.92	-	(7,975.92)	117.72%
TOTAL EXPENDITURES	45,000.00	1,017.70	47,749.33	52,975.92	-	(7,975.92)	117.72%
REVENUE OVER(UNDER) EXPEND	-	(925.72)	13,888.89	10,070.13	-		

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: July 31, 2024

CITY OF SCHERTZ

106-SPECIAL EVENTS FUND		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUES								
Fund Transfers								
106-101-480101	Transfer In-General Fund	-	-	146.72	-	-	-	0.00%
TOTAL Fund Transfers		-	-	146.72	-	-	-	0.00%
Miscellaneous								
106-101-491200	Investment Income	-	91.98	716.87	894.82	-	(894.82)	0.00%
106-608-497001	Kick Cancer	15,000.00	-	22,194.63	24,189.97	-	(9,189.97)	161.27%
106-621-497010	Hal Baldwin Scholarship	30,000.00	-	38,580.00	37,961.26	-	(7,961.26)	126.54%
TOTAL Miscellaneous		45,000.00	91.98	61,491.50	63,046.05	-	(18,046.05)	140.10%
TOTAL REVENUES		45,000.00	91.98	61,638.22	63,046.05	-	(18,046.05)	140.10%

SPECIAL EVENTS FUND
CASH IN BANK AND INVESTMENTS

AS OF: July 31, 2024

C I T Y O F S C H E R T Z

Cash in Bank	Current
Claim on Operating Cash Pool-Checking	$ 144,312.24
Cash in Investments	
Texas Class- Special Events	19,981.79
Total Cash in Bank & Investments	$ 164,294.03

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: July 31, 2024

110-PEG FUND FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Franchises	67,000.00	-	56,277.02	48,699.91	-	18,300.09	0.73
TOTAL REVENUES	67,000.00	-	56,277.02	48,699.91	-	18,300.09	72.69%
EXPENDITURE SUMMARY							
MISC & PROJECTS							
Projects							
Professional Services	67,000.00	-	-	-	-	67,000.00	-
Capital Outlay	-	-	195,050.58	65,285.88	10,218.00	(75,503.88)	-
TOTAL MISC & PROJECTS	67,000.00	-	195,050.58	65,285.88	10,218.00	(8,503.88)	112.69%
TOTAL EXPENDITURES	67,000.00	-	195,050.58	65,285.88	10,218.00	(8,503.88)	112.69%
REVENUE OVER(UNDER) EXPEND	-	-	(138,773.56)	(16,585.97)	(10,218.00)	26,803.97	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: July 31, 2024

110-PEG FUND REVENUES		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Franchises								
110-101-421350	Spectrum - PEG Fee	55,000.00	-	45,688.21	39,920.08	-	15,079.92	72.58%
110-101-421465	Direct TV PEG Fee	12,000.00	-	10,588.81	8,779.83	-	3,220.17	73.17%
TOTAL Franchises		67,000.00	-	56,277.02	48,699.91	-	18,300.09	72.69%
TOTAL REVENUES		67,000.00	-	56,277.02	48,699.91	-	18,300.09	72.69%

PEG FUND
CASH IN BANK AND INVESTMENTS

AS OF: July 31, 2024

Cash in Bank	
Cash Balance	$ 95,522.61
Total Cash in Bank & Investments	$ 95,522.61

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: July 31, 2024

202-WATER & SEWER FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Franchises	320,000.00	-	306,535.39	474,755.00	-	(154,755.00)	148.36%
Fees	30,303,800.00	2,737,335.89	24,279,528.08	25,261,077.01	-	5,042,722.99	83.36%
Fund Transfers	157,500.00	13,125.00	125,000.00	131,250.00	-	26,250.00	83.33%
Miscellaneous	357,500.00	2,417.26	261,598.71	153,577.83	-	203,922.17	42.96%
Investment Income	366,000.00	56,343.70	331,174.36	556,138.87	-	(190,138.87)	151.95%
TOTAL REVENUES	31,504,800.00	2,809,221.85	25,303,836.54	26,576,798.71	-	4,928,001.29	84.36%
EXPENDITURE SUMMARY							
BUSINESS OFFICE							
Personnel Services	688,545.00	56,558.24	437,852.32	511,598.11	46,735.35	130,211.54	81.09%
Supplies	309,425.00	49.00	282,586.13	201,770.98	29,186.54	78,467.48	74.64%
Utility Services	13,000.00	831.36	6,441.61	6,610.81	-	6,389.19	50.85%
Operating Expenses	382,275.00	200.17	301,852.30	216,737.10	9,104.64	156,433.26	59.08%
TOTAL BUSINESS OFFICE	1,393,245.00	57,638.77	1,028,732.36	936,717.00	85,026.53	371,501.47	73.34%
W & S ADMINISTRATION							
Personnel Services	2,332,656.00	177,192.23	1,509,506.73	1,748,791.60	153,058.14	430,806.26	81.53%
Supplies	4,025,830.00	265,091.04	2,631,039.74	1,648,622.91	921.52	2,376,285.57	40.97%
City Support Services	100.00	-	-	100.00	-	-	100.00%
Utility Services	523,750.00	35,849.68	345,042.13	344,453.87	-	179,296.13	65.77%
Operations Support	11,581,350.00	820,543.33	8,353,005.92	8,106,419.09	1,996,445.84	1,478,485.07	87.23%
Staff Support	392,400.00	29,233.15	310,035.32	155,022.73	3,274.67	234,102.60	40.34%
Fund Charges/Transfers	1,713,585.00	142,465.41	1,370,253.34	1,424,654.18	-	288,930.82	83.14%
Maintenance Services	465,300.00	26,433.83	180,123.01	161,019.72	63,947.69	240,332.59	48.35%
Other Costs	7,677,985.00	635,653.89	7,112,443.27	6,351,090.19	-	1,326,894.81	82.72%
Debt Service	160,492.00	108,292.00	88,401.61	188,337.46	17,000.00	(44,845.46)	127.94%
Rental/Leasing	975,208.00	-	248,388.13	107,647.99	(201,382.74)	1,068,942.75	-9.61%
TOTAL PUBLIC WORKS	29,848,656.00	2,240,754.56	22,148,239.20	20,236,159.74	2,033,265.12	7,579,231.14	74.61%
MISC & PROJECTS							
PROJECTS							
Operations Support	-	-	506.00	-	-	-	0.00%
Fund Charges/Transfers	-	-	326,181.00	-	-	-	0.00%
TOTAL PROJECTS	-	-	326,687.00	-	-	-	0.00%
TOTAL MISC & PROJECTS	-	-	326,687.00	-	-	-	0.00%
TOTAL EXPENDITURES	31,241,901.00	2,298,393.33	23,503,658.56	21,172,876.74	2,118,291.65	7,950,732.61	74.55%
** REVENUE OVER(UNDER)EXPENSES **	262,899.00	510,828.52	1,800,177.98	5,403,921.97	(2,118,291.65)	(3,022,731.32)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: July 31, 2024

202-WATER & SEWER REVENUES		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Franchises								
202-575-421490	Cell Tower Leasing	320,000.00	-	306,535.39	474,755.00	-	(154,755.00)	148.36%
TOTAL Franchises		320,000.00	-	306,535.39	474,755.00	-	(154,755.00)	148.36%
Fees								
202-575-432023	Garbage Collection Fee	6,018,000.00	513,174.78	4,910,900.62	4,969,019.51	-	1,048,980.49	82.57%
202-575-432024	Fire Line Fees	22,000.00	-	-	-	-	22,000.00	0.00%
202-575-432025	Recycle Fee Revenue	346,800.00	29,678.36	291,740.73	295,930.16	-	50,869.84	85.33%
202-575-432026	W&S Line Constructn Reimbur	-	250.00	1,460.00	1,500.00	-	(1,500.00)	0.00%
202-575-432047	Sale of Water	14,000,000.00	1,392,180.82	10,818,814.97	11,513,505.92	-	2,486,494.08	82.24%
202-575-432049	Water Transfer Charge-Selma	40,000.00	-	-	-	-	40,000.00	0.00%
202-575-432050	Water Transfer Charge-UC	20,000.00	-	-	-	-	20,000.00	0.00%
202-575-432051	Sale of Meters	100,000.00	2,310.00	60,154.21	112,173.10	-	(12,173.10)	112.17%
202-575-432052	Sewer Charges	9,500,000.00	799,366.93	7,926,273.14	8,128,496.75	-	1,371,503.25	85.56%
202-575-432053	Water Penalties	252,000.00	50.00	268,184.41	238,251.57	-	13,748.43	94.54%
202-575-432058	Sale of Merchandise - GovDeals	2,500.00	-	-	-	-	2,500.00	0.00%
202-575-432089	NSF Check Fee	2,500.00	325.00	2,000.00	2,200.00	-	300.00	88.00%
TOTAL Fees		30,303,800.00	2,737,335.89	24,279,528.08	25,261,077.01	-	5,042,722.99	83.36%
Fund Transfers								
202-101-480704	Interfund Charges-Drainage	157,500.00	13,125.00	125,000.00	131,250.00	-	26,250.00	83.33%
TOTAL Fund Transfers		157,500.00	13,125.00	125,000.00	131,250.00	-	26,250.00	83.33%
Miscellaneous								
202-575-497000	Miscellaneous Income	18,000.00	1,667.13	9,415.06	8,864.81	-	9,135.19	49.25%
202-101-491000	Interest Earned	16,000.00	1,138.42	9,360.73	16,973.52	-	(973.52)	106.08%
202-101-491200	Investment Income	350,000.00	55,205.28	321,813.63	539,165.35	-	(189,165.35)	154.05%
202-575-497020	Water Construction Reserve Acc	-	-	1.00	1.00	-	(1.00)	0.00%
202-575-497035	Misc Income-Library	13,500.00	751.00	9,733.00	9,026.00	-	4,474.00	66.86%
202-575-497032	Reimbursement-SSLGC Salary	326,000.00	-	242,448.65	135,688.59	-	190,311.41	41.62%
TOTAL Miscellaneous		723,500.00	58,760.96	592,773.07	709,716.70	-	13,783.30	98.09%
TOTAL REVENUES		31,504,800.00	2,809,221.85	25,303,836.54	26,576,798.71	-	4,928,001.29	84.36%

WATER & SEWER
CASH IN BANK AND INVESTMENTS

AS OF: July 31, 2024

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	204,472.69
Cash in Investments		
Lone Star Investment-Water&Sewer		11,155,464.71
Lone Star Investment-W&S Customer Deposits		351,839.46
Lone Star Investment-W&S Equip Replacement		211,542.50
Lone Star Investment-W&S Veh Replacement		305,592.27
Schertz Bank & Trust-Certificate of Deposit		1,222,270.36
	$	13,246,709.30
Total Cash in Bank & Investments	$	13,451,181.99

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: July 31, 2024

203-EMS FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fees	8,486,771.20	746,535.84	7,043,917.77	7,435,929.02	(11.47)	1,050,853.65	87.62%
Inter-Jurisdictional	4,207,451.81	749,739.67	3,601,502.03	4,009,556.78	-	197,895.03	95.30%
Investment Income	34,000.00	88.43	34,374.30	24,111.16	-	9,888.84	70.92%
Miscellaneous	132,000.00	18,430.96	174,139.21	163,227.83	-	(31,227.83)	123.66%
TOTAL REVENUES	12,860,223.01	1,514,794.90	10,853,933.31	11,632,824.79	(11.47)	1,227,409.69	90.46%
EXPENDITURE SUMMARY							
PUBLIC SAFETY							
SCHERTZ EMS							
Personnel Services	7,868,652.00	834,222.56	5,680,147.36	6,889,135.56	512,855.52	466,660.92	94.07%
Supplies	505,425.00	36,636.53	474,117.33	488,567.93	21,437.08	(4,580.01)	100.91%
Utility Services	176,000.00	15,533.18	132,048.39	128,062.34	-	47,937.66	72.76%
Operating Expenses	934,665.59	213,879.65	592,421.48	698,559.41	56,513.80	179,592.38	80.79%
Professional Services	108,000.00	21,229.86	79,146.71	96,889.30	4,896.67	6,214.03	94.25%
Non Operating Expenses	2,794,821.20	(8,678.98)	2,338,658.97	2,250,501.14	-	544,320.06	80.52%
Fund Charges/Transfers	485,271.70	40,439.31	396,463.34	404,393.08	-	80,878.62	83.33%
Maintenance Services	13,000.00	3,120.00	5,220.00	9,240.00	-	3,760.00	71.08%
Rental/Leasing	120,000.00	78,509.17	78,509.17	78,509.17	-	41,490.83	65.42%
Capital Outlay	635,000.00	-	471,458.50	270,585.07	(165,596.18)	530,011.11	16.53%
TOTAL PUBLIC SAFETY	13,640,835.49	1,234,891.28	10,248,191.25	11,314,443.00	430,106.89	1,896,285.60	86.10%
TOTAL EXPENDITURES	13,640,835.49	1,234,891.28	10,248,191.25	11,314,443.00	430,106.89	1,896,285.60	86.10%
** REVENUE OVER(UNDER) EXPENSES **	(780,612.48)	279,903.62	605,742.06	318,381.79	(430,118.36)	(668,875.91)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: July 31, 2024

203-EMS REVENUES		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Fees								
203-280-432034	Ambulance/Mileage Transprt Fee	8,107,771.20	731,851.84	6,749,077.45	7,227,446.25	-	880,324.95	89.14%
203-280-432036	Passport Membership Fees	26,000.00	60.00	25,285.00	23,840.00	-	2,160.00	91.69%
203-280-432039	EMT Class - Fees	150,000.00	50.00	115,615.00	33,700.00	-	116,300.00	22.47%
203-280-432038	CE Class - Fees	20,000.00	10,750.00	20,691.35	31,679.88	-	(11,679.88)	158.40%
203-280-432040	Immunization Fees	3,000.00	-	1,936.83	1,280.00	(11.47)	1,731.47	42.28%
203-280-432041	Billing Fees-External	30,000.00	-	22,337.97	24,014.02	-	5,985.98	80.05%
203-280-432042	Standby Fees	50,000.00	-	41,324.85	40,484.25	-	9,515.75	80.97%
203-280-432043	Community Services Support	50,000.00	800.00	36,686.32	26,444.62	-	23,555.38	52.89%
203-280-432044	MIH Services	50,000.00	3,024.00	30,963.00	27,040.00	-	22,960.00	54.08%
203-280-432089	NSF Check Fee	-	-	-	-	-	-	0.00%
TOTAL Fees		8,486,771.20	746,535.84	7,043,917.77	7,435,929.02	(11.47)	1,050,853.65	87.62%
Inter-Jurisdictional								
203-280-473103	Seguin/Guadalupe Co Support	1,020,728.38	85,060.70	773,279.10	935,667.70	-	85,060.68	91.67%
203-280-473106	JBSA Support	674,421.11	56,201.75	544,658.83	560,380.56	-	114,040.55	83.09%
203-280-473107	Cibolo Support	637,649.85	159,412.46	557,333.72	637,649.84	-	0.01	100.00%
203-280-473114	Comal Co ESD #6	154,309.31	39,824.31	104,509.14	154,309.31	-	-	100.00%
203-280-473115	Live Oak Support	282,952.32	70,738.08	273,764.40	282,952.32	-	-	100.00%
203-280-473116	Universal City Support	342,714.39	85,678.60	345,554.32	342,714.40	-	(0.01)	100.00%
203-280-473117	Selma Support	214,655.25	51,346.56	186,132.12	205,386.24	-	9,269.01	95.68%
203-280-473118	Schertz Support	770,949.48	192,737.37	725,514.32	770,949.48	-	-	100.00%
203-280-473119	Santa Clara Support	12,887.85	3,443.87	12,236.00	13,775.48	-	(887.63)	106.89%
203-280-473120	Marion Support	21,183.87	5,295.97	22,684.92	21,183.88	-	(0.01)	100.00%
203-280-473121	TASPP Program	75,000.00	-	55,835.16	84,587.57	-	(9,587.57)	112.78%
TOTAL Inter-Jurisdictional		4,207,451.81	749,739.67	3,601,502.03	4,009,556.78	-	197,895.03	95.30%
Miscellaneous								
203-280-491000	Interest Earned	10,000.00	66.68	7,943.21	3,352.39	-	6,647.61	33.52%
203-280-491200	Investment Income	24,000.00	21.75	26,431.09	20,758.77	-	3,241.23	86.49%
203-280-497002	Donations-EMS	2,000.00	-	1,215.00	220.00	-	1,780.00	11.00%
203-280-497000	Misc Income	60,000.00	1,532.00	118,974.51	38,916.83	-	21,083.17	64.86%
203-280-497023	Recovery of Bad Debt	20,000.00	86.00	13,962.22	32,853.89	-	(12,853.89)	164.27%
203-280-497022	Collection Agency-Bad Debt	50,000.00	16,812.96	39,987.48	91,237.11	-	(41,237.11)	182.47%
TOTAL Miscellaneous		166,000.00	18,519.39	208,513.51	187,338.99	-	(21,338.99)	112.85%
TOTAL REVENUES		12,860,223.01	1,514,794.90	10,853,933.31	11,632,824.79	(11.47)	1,227,409.69	90.46%

CITY OF SCHERTZ
CASH IN BANK AND INVESTMENTS
AS OF: July 31, 2024

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	151,607.67
Cash in Investments		
EMS-Logic		4,771.27
Total Cash in Bank & Investments	$	156,378.94

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: July 31, 2024

204-DRAINAGE FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Permits	10,200.00	700.00	13,650.00	12,700.00	-	(2,500.00)	124.51%
Fees	1,321,850.00	113,562.13	1,054,423.38	1,123,048.74	-	198,801.26	84.96%
Fund Transfers	17,573.00	-	-	-	-	17,573.00	0.00%
Investment Income	27,000.00	2,779.98	23,255.35	32,913.85	-	(5,913.85)	121.90%
TOTAL REVENUES	1,376,623.00	117,042.11	1,091,328.73	1,170,046.69	-	206,576.31	84.99%
EXPENDITURE SUMMARY							
PUBLIC WORKS							
DRAINAGE							
Personnel Services	607,611.00	53,159.21	438,743.25	495,813.17	38,136.73	73,661.10	87.88%
Supplies	17,645.00	1,183.54	5,047.48	6,442.30	2,649.66	8,553.04	51.53%
Utility Services	30,000.00	2,778.37	24,350.08	26,671.19	-	3,328.81	88.90%
Operating Expenses	14,205.00	-	3,737.44	3,515.74	-	10,689.26	24.75%
Professional Services	1,000.00	-	1,500.00	-	-	1,000.00	0.00%
Fund Charges/Transfers	528,746.00	44,062.17	478,702.50	440,621.66	-	88,124.34	83.33%
Maintenance Services	164,837.00	-	45,850.23	(13,879.95)	-	178,716.95	-8.42%
Capital Outlay	130,163.00	-	73,614.67	84,234.22	(54,294.74)	100,223.52	23.00%
TOTAL DRAINAGE	1,494,207.00	101,183.29	1,071,545.65	1,043,418.33	(13,508.35)	464,297.02	68.93%
PROJECTS							
Professional Services	100,000.00	-	-	-	-	100,000.00	-
TOTAL PROJECTS	100,000.00	-	-	-	-	100,000.00	0.00%
TOTAL EXPENDITURES	1,594,207.00	101,183.29	1,071,545.65	1,043,418.33	(13,508.35)	564,297.02	64.60%
** REVENUE OVER(UNDER) EXPEND	(217,584.00)	15,858.82	19,783.08	126,628.36	13,508.35	(357,720.71)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: July 31, 2024

204-DRAINAGE REVENUES		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Permits								
204-579-431116	Floodplain Permit	10,200.00	700.00	13,650.00	12,700.00	-	(2,500.00)	124.51%
TOTAL Permits		10,200.00	700.00	13,650.00	12,700.00	-	(2,500.00)	124.51%
Fees								
204-579-432054	Drainage Penalties	9,350.00	-	8,803.23	7,229.22	-	2,120.78	77.32%
204-579-432055	Drainage Fee	1,312,500.00	113,562.13	1,045,620.15	1,115,819.52	-	196,680.48	85.01%
TOTAL Fees		1,321,850.00	113,562.13	1,054,423.38	1,123,048.74	-	198,801.26	84.96%
Fund Transfers								
204-579-480101	Transfer In - General Fund	17,573.00	-	-	-	-	17,573.00	0.00%
TOTAL Funds Transfers		17,573.00	-	-	-	-	17,573.00	0.00%
Miscellaneous								
204-579-491000	Interest Earned	4,000.00	259.09	3,091.74	1,783.89	-	2,216.11	44.60%
204-579-491200	Investment Income	23,000.00	2,520.89	20,163.61	31,129.96	-	(8,129.96)	135.35%
204-579-497000	Miscellaneous Income	-	-	-	1,384.10	-	(1,384.10)	
TOTAL Miscellaneous		27,000.00	2,779.98	23,255.35	34,297.95	-	(7,297.95)	127.03%
TOTAL REVENUES		1,376,623.00	117,042.11	1,091,328.73	1,170,046.69	-	206,576.31	84.99%

DRAINAGE
CASH IN BANK AND INVESTMENTS

AS OF: July 31, 2024

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	129,901.29
Cash in Investments		
Lone Star Investment-Drainage Maint Fund		549,149.02
Total Cash in Bank & Investments	$	679,050.31

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: July 31, 2024

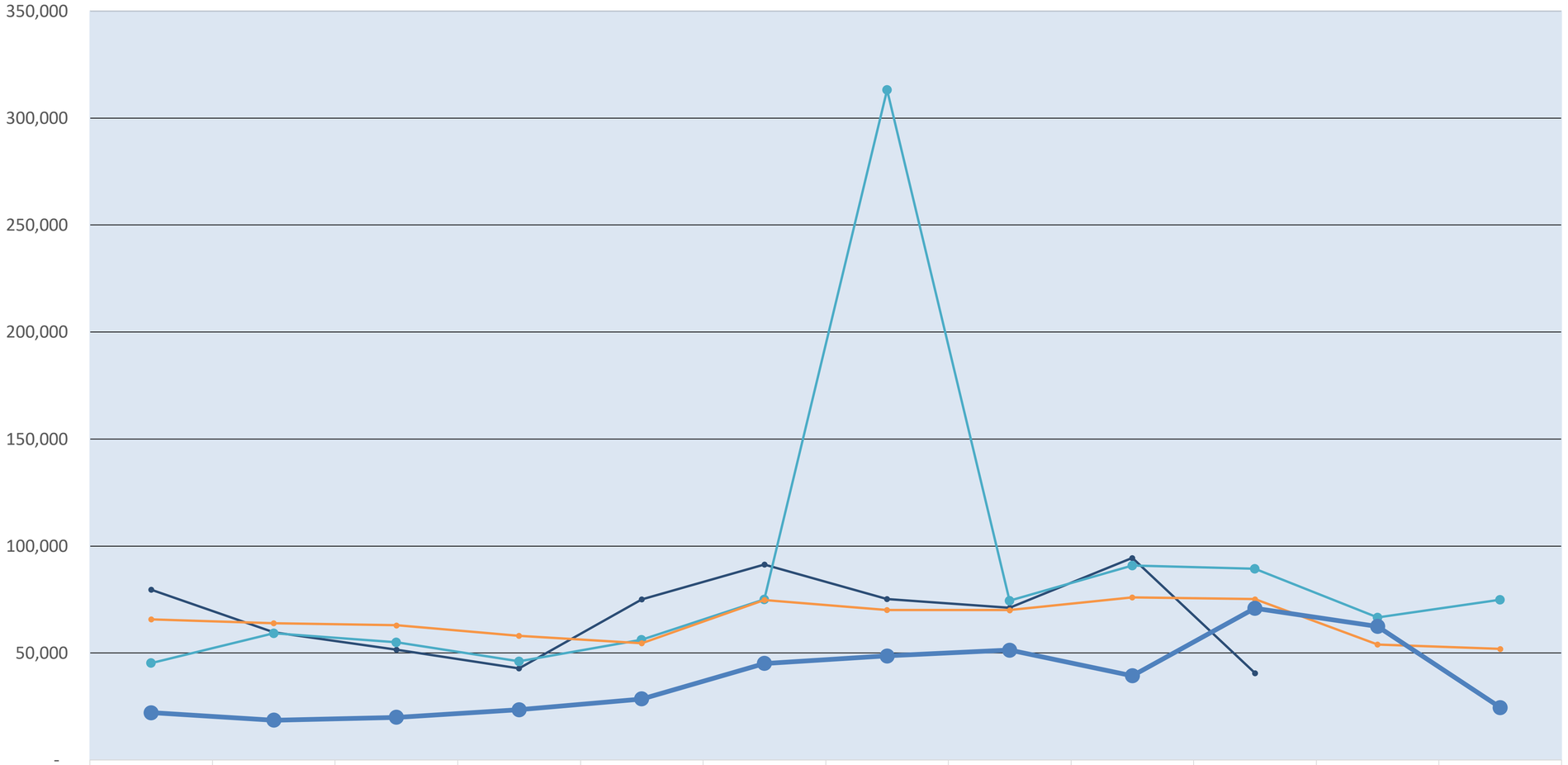
314-HOTEL TAX FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Taxes	800,000.00	112,851.76	862,601.38	709,389.85	-	90,610.15	88.67%
Investment Income	101,500.00	13,921.70	70,922.19	126,884.99	-	(25,384.99)	125.01%
TOTAL REVENUES	901,500.00	126,773.46	933,523.57	836,274.84	-	65,225.16	92.76%
EXPENDITURE SUMMARY							
NONDEPARTMENTAL							
Supplies	-	-	-	1,067.00	-	(1,067.00)	0.00%
Operating Expenses	124,600.00	400.00	66,245.55	41,017.57	-	83,582.43	32.92%
Professional Services	1,000.00	1,060.00	21,428.99	1,702.00	(120.00)	(582.00)	158.20%
Fund Charges/Transfers	80,265.00	6,688.75	58,262.50	66,887.50	-	13,377.50	83.33%
Maintenance Services	12,000.00	-	2,300.00	-	-	12,000.00	0.00%
Capital Outlay	43,000.00	-	5,266.00	48,071.42	-	(5,071.42)	111.79%
TOTAL NONDEPARTMENTAL	260,865.00	8,148.75	153,503.04	158,745.49	(120.00)	102,239.51	60.81%
TOTAL GENERAL GOVERNMENT	260,865.00	8,148.75	153,503.04	158,745.49	(120.00)	102,239.51	60.81%
MISC & PROJECTS							
PROJECTS							
Professional Services	-	-	1,440.00	-	-	-	-
Maintenance Services	-	-	40,997.22	-	-	-	-
TOTAL PROJECTS	-	-	42,437.22	-	-	-	0.00%
TOTAL MISC & PROJECTS	-	-	42,437.22	-	-	-	0.00%
TOTAL EXPENDITURES	260,865.00	8,148.75	195,940.26	158,745.49	(120.00)	102,239.51	60.81%
REVENUE OVER(UNDER) EXPENDITURE	640,635.00	118,624.71	737,583.31	677,529.35	120.00	(37,014.35)	

HOTEL OCCUPANCY TAX FUND
CASH IN BANK AND INVESTMENTS

AS OF: July 31, 2024

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	297,787.08
Cash in Investments		
Texas Class - Hotel Tax		2,920,968.35
Total Cash in Bank & Investments	$	3,218,755.43

HOTEL OCCUPANCY TAX



	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
2023-24	79,576	59,688	51,561	42,817	75,112	91,335	75,186	71,208	94,457	40,639		
2022-23	45,268	59,237	54,980	46,118	56,190	74,993	313,177	74,439	90,866	89,341	66,631	74,851
2021-22	65,789	63,938	62,952	58,027	54,614	74,755	70,056	70,014	75,996	75,155	53,940	51,934
2020-21	22,147	18,567	19,948	23,467	28,556	45,098	48,675	51,329	39,397	70,910	62,432	24,529

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: July 31, 2024

317-PARK FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fees	100,000.00	-	1,000.00	207,000.00	-	(107,000.00)	207.00%
Investment Income	-	1,349.59	9,057.16	6,048.85	-	(6,048.85)	0.00%
TOTAL REVENUES	100,000.00	1,349.59	10,057.16	213,048.85	-	(113,048.85)	213.05%
EXPENDITURE SUMMARY							
PARKLAND DEDICATION							
Capital Outlay	100,000.00	-	387,069.00	-	-	100,000.00	0.00%
TOTAL PARKLAND DEDICATION	100,000.00	-	387,069.00	-	-	100,000.00	0.00%
TOTAL EXPENDITURES	100,000.00	-	387,069.00	-	-	100,000.00	0.00%
REVENUE OVER(UNDER) EXPEND	-	1,349.59	(377,011.84)	213,048.85	-	(213,048.85)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: July 31, 2024

317-PARK REVENUES		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Fees								
317-301-432085	Parkland Dedication	100,000.00	-	1,000.00	207,000.00	-	(107,000.00)	207.00%
TOTAL Fees		100,000.00	-	1,000.00	207,000.00	-	(107,000.00)	207.00%
Miscellaneous								
317-101-491000	Interest Earned	-	36.54	118.31	827.39	-	(827.39)	0.00%
317-101-491200	Investment Income	-	1,313.05	8,938.85	5,221.46	-	(5,221.46)	0.00%
TOTAL Miscellaneous		-	1,349.59	9,057.16	6,048.85	-	(6,048.85)	0.00%
TOTAL REVENUES		100,000.00	1,349.59	10,057.16	213,048.85	-	(113,048.85)	213.05%

PARK FUND
CASH IN BANK AND INVESTMENTS

AS OF: July 31, 2024

Cash in Bank	Current
Claim on Operating Cash Pool-Checking	14,797.98
Cash in Investments	
Texas Class- Park Fund	285,261.59
Total in Investment Pool	285,261.59
Total Cash in Bank & Investments	300,059.57

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: July 31, 2024

319-TREE MITIGATION FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fees	50,000.00	-	48,065.00	554,580.00	-	(504,580.00)	1109.16%
Investment Income	35,750.00	5,913.87	28,644.58	51,390.77	-	(15,640.77)	143.75%
TOTAL REVENUES	85,750.00	5,913.87	76,709.58	605,970.77	-	(520,220.77)	706.67%
EXPENDITURE SUMMARY							
TREE MITIGATION							
Maintenance Services	75,000.00	20,630.00	15,800.00	38,929.00	-	36,071.00	51.91%
TOTAL TREE MITIGATION	75,000.00	20,630.00	15,800.00	38,929.00	-	36,071.00	51.91%
TOTAL EXPENDITURES	75,000.00	20,630.00	15,800.00	38,929.00	-	36,071.00	51.91%
REVENUE OVER(UNDER) EXPEND	10,750.00	(14,716.13)	60,909.58	567,041.77	-	(556,291.77)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: July 31, 2024

319-TREE MITIGATION REVENUES		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Fees								
319-302-432086	Tree Mitigation	50,000.00	-	48,065.00	554,580.00	-	(504,580.00)	1109.16%
TOTAL Fees		50,000.00	-	48,065.00	554,580.00	-	(504,580.00)	1109.16%
Miscellaneous								
319-101-491000	Interest Earned	750.00	8.30	552.13	1,531.86	-	(781.86)	204.25%
319-101-491200	Investment Income	35,000.00	5,905.57	28,092.45	49,858.91	-	(14,858.91)	142.45%
TOTAL Miscellaneous		35,750.00	5,913.87	28,644.58	51,390.77	-	(15,640.77)	143.75%
TOTAL REVENUES		85,750.00	5,913.87	76,709.58	605,970.77	-	(520,220.77)	706.67%

TREE MITIGATION FUND
CASH IN BANK AND INVESTMENTS
AS OF: July 31, 2024

Cash in Bank	
Claim on Operating Cash Pool-Checking	**($17,271.20)**
Cash in Investments	
MBIA Investment-Tree Mitigation	1,283,006.29
Total Cash in Bank & Investments	$1,265,735.09

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: July 31, 2024

411-CAPITAL RECOVERY WATER FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fees	1,000,000.00	20,538.00	579,169.80	1,063,775.00	-	(63,775.00)	106.38%
Investment Income	222,000.00	30,291.51	205,167.44	272,138.84	-	(50,138.84)	122.59%
TOTAL REVENUES	1,222,000.00	50,829.51	784,337.24	1,335,913.84	-	(113,913.84)	109.32%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
NONDEPARTMENTAL							
Supplies	11,748.00	-	-	5,640.00	-	6,108.00	48.01%
Professional Services	44,000.00	1,000.00	1,000.00	17,388.10	18,497.59	8,114.31	81.56%
TOTAL NON DEPARTMENTAL	55,748.00	1,000.00	1,000.00	23,028.10	18,497.59	14,222.31	74.49%
TOTAL EXPENDITURES	55,748.00	1,000.00	1,000.00	23,028.10	18,497.59	14,222.31	74.49%
REVENUE OVER(UNDER) EXPENDITURES	1,166,252.00	49,829.51	783,337.24	1,312,885.74	(18,497.59)	(128,136.15)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: July 31, 2024

411-CAPITAL RECOVERY WATER REVENUES		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Fees								
411-575-432027	Cap Rcvry-Water	1,000,000.00	20,538.00	579,169.80	1,063,775.00	-	(63,775.00)	106.38%
TOTAL Fees		1,000,000.00	20,538.00	579,169.80	1,063,775.00	-	(63,775.00)	106.38%
Miscellaneous								
411-101-491000	Interest Earned	2,000.00	254.08	1,438.24	1,393.99	-	606.01	69.70%
411-101-491200	Investment Income	220,000.00	30,037.43	203,729.20	270,744.85	-	(50,744.85)	123.07%
TOTAL Miscellaneous		222,000.00	30,291.51	205,167.44	272,138.84	-	(50,138.84)	122.59%
TOTAL REVENUES		1,222,000.00	50,829.51	784,337.24	1,335,913.84	-	(113,913.84)	109.32%

CAPITAL RECOVERY WATER
CASH IN BANK AND INVESTMENTS
AS OF: July 31, 2024

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	122,414.48
Cash in Investments		
Lone Star Investment-Capital Recovery Water		6,543,324.02
Total Cash in Bank & Investments	$	6,665,738.50

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: July 31, 2024

421-CAPITAL RECOVERY SEWER FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fees	500,000.00	20,016.00	365,199.26	947,626.28	-	(447,626.28)	189.53%
Investment Income	200,000.00	23,865.77	216,283.48	229,517.09	-	(29,517.09)	114.76%
TOTAL REVENUES	700,000.00	43,881.77	581,482.74	1,177,143.37	-	(477,143.37)	168.16%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
NONDEPARTMENTAL							
Supplies	11,748.00	-	-	5,640.00	-	6,108.00	48.01%
Professional Services	51,000.00	1,000.00	1,000.00	53,128.40	32,177.82	(34,306.22)	167.27%
Debt Services	4,500.00	-	1,557.72	-	-	4,500.00	0.00%
TOTAL NON DEPARTMENTAL	67,248.00	1,000.00	2,557.72	58,768.40	32,177.82	(23,698.22)	135.24%
TOTAL EXPENDITURES	67,248.00	1,000.00	2,557.72	58,768.40	32,177.82	(23,698.22)	135.24%
REVENUE OVER(UNDER) EXPENDITURES	632,752.00	42,881.77	578,925.02	1,118,374.97	(32,177.82)	(453,445.15)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: July 31, 2024

421-CAPITAL RECOVERY SEWER REVENUES		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Fees								
421-575-432028	Cap Rcvry-Waste Water	500,000.00	20,016.00	365,199.26	947,626.28	-	(447,626.28)	189.53%
TOTAL Fees		500,000.00	20,016.00	365,199.26	947,626.28	-	(447,626.28)	189.53%
Miscellaneous								
421-101-491000	Interest Earned	25,000.00	727.12	19,013.69	1,748.21	-	23,251.79	6.99%
421-101-491200	Investment Income	175,000.00	23,138.65	197,118.85	227,768.88	-	(52,768.88)	130.15%
421-101-491302	Unrealize Gain/Loss-Captl One	-	-	150.94	-	-	-	0.00%
TOTAL Miscellaneous		200,000.00	23,865.77	216,283.48	229,517.09	-	(29,517.09)	114.76%
TOTAL REVENUES		700,000.00	43,881.77	581,482.74	1,177,143.37	-	(477,143.37)	168.16%

CAPITAL RECOVERY SEWER
CASH IN BANK AND INVESTMENTS
AS OF: July 31, 2024

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	313,420.47
Cash in Investments		
Lone Star Investment-Capital Recovery Sewer		5,040,499.00
Total Cash in Bank & Investments	$	5,353,919.47

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: July 31, 2024

431-ROADWAY IMPACT FEE AREA 1 FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fees	275,000.00	13,480.00	257,751.43	325,164.59	-	(50,164.59)	118.24%
Investment Income	50,175.00	6,482.97	32,766.05	54,725.38	-	(4,550.38)	109.07%
TOTAL REVENUES	325,175.00	19,962.97	290,517.48	379,889.97	-	(54,714.97)	116.83%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
MISC & PROJECTS							
Professional Services	5,000.00	-	-	-	-	5,000.00	0.00%
Capital Outlay	-	-	88,172.99	-	-	-	0.00%
TOTAL MISC & PROJECTS	5,000.00	-	88,172.99	-	-	5,000.00	0.00%
TOTAL EXPENDITURES	5,000.00	-	88,172.99	-	-	5,000.00	0.00%
REVENUE OVER(UNDER) EXPENDITURES	320,175.00	19,962.97	202,344.49	379,889.97	-	(59,714.97)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: July 31, 2024

431-ROADWAY IMPACT FEE AREA 1 REVENUES		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Fees								
431-173-432030	CapitalRcvry-RoadwaysSrvAre	275,000.00	13,480.00	257,751.43	325,164.59	-	(50,164.59)	118.24%
TOTAL Fees		275,000.00	13,480.00	257,751.43	325,164.59	-	(50,164.59)	118.24%
Miscellaneous								
431-101-491000	Interest Earned	175.00	83.69	171.42	376.02	-	79.56	214.87%
431-101-491200	Investment Income	50,000.00	6,399.28	32,594.63	54,349.36	-	25,184.67	108.70%
TOTAL Miscellaneous		50,175.00	6,482.97	32,766.05	54,725.38	-	25,264.23	109.07%
TOTAL REVENUES		325,175.00	19,962.97	290,517.48	379,889.97	-	(24,900.36)	116.83%

ROADWAY IMPACT FEE AREA 1
CASH IN BANK AND INVESTMENTS
AS OF: July 31, 2024

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	47,365.05
Cash in Investments		
Lone Star Investment-Cap Rec Streets 1		1,394,012.29
Total Cash in Bank & Investments	$	1,441,377.34

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: July 31, 2024

432-ROADWAY IMPACT FEE AREA 2	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
FINANCIAL SUMMARY							
REVENUE SUMMARY							
Fees	220,000.00	1,114.75	152,578.74	142,098.33	-	77,901.67	64.59%
Investment Income	25,650.00	3,665.26	22,569.22	33,787.84	-	(8,137.84)	131.73%
TOTAL REVENUES	245,650.00	4,780.01	175,147.96	175,886.17	-	69,763.83	71.60%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
NONDEPARTMENTAL							
City Assistance	80,000.00	-	102,494.88	57,305.25	-	22,694.75	71.63%
Professional Services	5,000.00	-	-	-	-	5,000.00	0.00%
TOTAL NON DEPARTMENTAL	85,000.00	-	102,494.88	57,305.25	-	27,694.75	67.42%
TOTAL EXPENDITURES	85,000.00	-	102,494.88	57,305.25	-	27,694.75	67.42%
REVENUE OVER(UNDER) EXPENDITURES	160,650.00	4,780.01	72,653.08	118,580.92	-	42,069.08	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: July 31, 2024

432-ROADWAY IMPACT FEE AREA 2 REVENUES		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Fees								
432-173-432031	CapitalRcvry-RoadwaysSrvAre	220,000.00	1,114.75	152,578.74	142,098.33	-	77,901.67	64.59%
TOTAL Fees		220,000.00	1,114.75	152,578.74	142,098.33	-	77,901.67	64.59%
Miscellaneous								
432-101-491000	Interest Earned	650.00	0.41	603.35	99.96	-	550.04	15.38%
432-101-491200	Investment Income	25,000.00	3,664.85	21,965.87	33,687.88	-	(8,687.88)	134.75%
TOTAL Miscellaneous		25,650.00	3,665.26	22,569.22	33,787.84	-	(8,137.84)	131.73%
TOTAL REVENUES		245,650.00	4,780.01	175,147.96	175,886.17	-	69,763.83	71.60%

ROADWAY IMPACT FEE AREA 2
CASH IN BANK AND INVESTMENTS
AS OF: July 31, 2024

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	1,281.54
Cash in Investments		
Lone Star Investment-Cap Rec Streets 2		798,347.45
Total Cash in Bank & Investments	$	799,628.99

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: July 31, 2024

433-ROADWAY IMPACT FEE AREA 3 FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fees	300,000.00	6,740.00	178,610.00	819,597.50	-	(519,597.50)	273.20%
Investment Income	50,250.00	9,805.50	51,193.16	88,790.99	-	(38,540.99)	176.70%
TOTAL REVENUES	350,250.00	16,545.50	229,803.16	908,388.49	-	(558,138.49)	259.35%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
NONDEPARTMENTAL							
Professional Services	5,000.00	-	-	-	-	5,000.00	0.00%
TOTAL NON DEPARTMENTAL	5,000.00	-	-	-	-	5,000.00	0.00%
TOTAL EXPENDITURES	5,000.00	-	152,020.75	-	-	5,000.00	0.00%
REVENUE OVER(UNDER) EXPENDITURES	345,250.00	16,545.50	77,782.41	908,388.49	-	(563,138.49)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: July 31, 2024

433-ROADWAY IMPACT FEE AREA 3 REVENUES		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Fees								
433-173-432032	CapitalRcvry-RoadwaysSrvAre	300,000.00	6,740.00	178,610.00	819,597.50	-	(519,597.50)	273.20%
TOTAL Fees		300,000.00	6,740.00	178,610.00	819,597.50	-	(519,597.50)	273.20%
Miscellaneous								
433-101-491000	Interest Earned	250.00	151.56	180.08	365.79	-	(115.79)	146.32%
433-101-491200	Investment Income	50,000.00	9,653.94	51,013.08	88,425.20	-	(38,425.20)	176.85%
TOTAL Miscellaneous		50,250.00	9,805.50	51,193.16	88,790.99	-	(38,540.99)	176.70%
TOTAL REVENUES		350,250.00	16,545.50	229,803.16	908,388.49	-	(558,138.49)	259.35%

ROADWAY IMPACT FEE AREA 3
CASH IN BANK AND INVESTMENTS
AS OF: July 31, 2024

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	68,106.11
Cash in Investments		
Lone Star Investment-Cap Rec Streets 3		2,103,005.00
Total Cash in Bank & Investments	$	2,171,111.11

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: July 31, 2024

434-ROADWAY IMPACT FEE AREA 4 FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Fees	3,000.00	-	-	-	-	3,000.00	0.00%
Investment Income	360.00	30.77	290.87	301.76	-	58.24	83.82%
TOTAL REVENUES	3,360.00	30.77	290.87	301.76	-	3,058.24	8.98%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
NONDEPARTMENTAL							
Professional Services	3,000.00	-	-	-	-	3,000.00	0.00%
TOTAL NON DEPARTMENTAL	3,000.00	-	-	-	-	3,000.00	0.00%
TOTAL EXPENDITURES	3,000.00	-	-	-	-	3,000.00	0.00%
REVENUE OVER(UNDER) EXPENDITURES	360.00	30.77	290.87	301.76	-	58.24	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: July 31, 2024

434-ROADWAY IMPACT FEE AREA 4 REVENUES		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Fees								
434-359-432033	CapitalRcvry-RoadwaysSrvAre	3,000.00	-	-	-	-	3,000.00	0.00%
TOTAL Fees		3,000.00	-	-	-	-	3,000.00	0.00%
Miscellaneous								
434-101-491000	Interest Earned	10.00	0.01	2.36	0.08	-	9.92	0.80%
434-101-491200	Investment Income	350.00	30.76	288.51	301.68	-	48.32	86.19%
TOTAL Miscellaneous		360.00	30.77	290.87	301.76	-	58.24	83.82%
TOTAL REVENUES		3,360.00	30.77	290.87	301.76	-	3,058.24	8.98%

ROADWAY IMPACT FEE AREA 4
CASH IN BANK AND INVESTMENTS
AS OF: July 31, 2024

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	3.27
Cash in Investments		
Lone Star Investment-Cap Rec Streets 4		6,701.53
Total Cash in Bank & Investments	$	6,704.80

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: July 31 , 2024

505-TAX I&S FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Taxes	9,050,000.00	45,553.12	7,755,994.69	8,953,038.29	-	96,961.71	98.93%
Fund Transfers	-	-	3.42	104,406.82	-	(104,406.82)	0.00%
Investment Income	185,000.00	12,859.20	95,190.71	118,303.42	-	66,696.58	63.95%
Miscellaneous	100,000.00	-	181,934.88	100,000.00	-	-	100.00%
TOTAL REVENUES	9,335,000.00	58,412.32	8,033,123.70	9,275,748.53	-	59,251.47	99.37%
EXPENDITURE SUMMARY							
GENERAL GOVERNMENT							
NONDEPARTMENTAL							
Professional Services	84,800.00	1,400.00	3,800.00	4,200.00	-	80,600.00	4.95%
Debt Service	8,517,944.78	1,276,178.49	8,743,984.65	8,517,860.74	-	84.04	100.00%
TOTAL GENERAL GOVERNMENT	8,602,744.78	1,277,578.49	8,747,784.65	8,522,060.74	-	80,684.04	99.06%
TOTAL EXPENDITURES	8,602,744.78	1,277,578.49	8,747,784.65	8,522,060.74	-	80,684.04	99.06%
** REVENUE OVER(UNDER) EXPEND	732,255.22	(1,219,166.17)	(714,660.95)	753,687.79	-	(21,432.57)	

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: July 31 , 2024

505-TAX I & S REVENUES		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Taxes								
505-101-411900	Property Tax Revenue	9,050,000.00	45,553.12	7,755,994.69	8,953,038.29	-	96,961.71	98.93%
TOTAL Taxes		9,050,000.00	45,553.12	7,755,994.69	8,953,038.29	-	96,961.71	98.93%
Fund Transfers								
505-101-480000	Transfer In	-	-	3.42	-	-	-	0.00%
505-101-480401	Transfer In -Bond Project Fund	-	-	-	104,406.82	-	(104,406.82)	0.00%
TOTAL Fund Transfers		-	-	3.42	104,406.82	-	(104,406.82)	0.00%
Miscellaneous								
505-101-491000	Interest Earned	10,000.00	18.24	4,526.46	1,550.91	-	8,449.09	15.51%
505-101-491200	Investment Income	175,000.00	12,840.96	90,664.25	116,752.51	-	58,247.49	66.72%
505-101-497018	Contribution From YMCA	100,000.00	-	125,000.00	100,000.00	-	-	100.00%
505-101-497000	Misc Income	-	-	56,934.88	-	-	-	0.00%
TOTAL Miscellaneous		285,000.00	12,859.20	277,125.59	218,303.42	-	66,696.58	76.60%
TOTAL REVENUES		9,335,000.00	58,412.32	8,033,123.70	9,275,748.53	-	59,251.47	99.37%

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: July 31 , 2024

505-TAX I & S

GENERAL GOVERNMENT NON DEPARTMENTAL		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Professional Services								
505-101-555041	Paying Agent	4,800.00	1,400.00	3,800.00	4,200.00	-	600.00	87.50%
505-101-555040	Cost of Bond Issuance	80,000.00	-	-	-	-	80,000.00	0.00%
TOTAL Professional Services		84,800.00	1,400.00	3,800.00	4,200.00	-	80,600.00	4.95%
Debt Service								
505-101-555012	Bond-GO 2007 Principal	370,000.00	-	355,000.00	370,000.00	-	-	100.00%
505-101-555011	Bond-GO 2007 Interest	56,369.50	24,336.34	70,561.37	56,285.84	-	83.66	99.85%
505-101-555016	Bond-GO 2014 Refund-Principal	800,000.00	-	775,000.00	800,000.00	-	-	100.00%
505-101-555015	Bond-GO 2014 Refund-Interest	219,525.00	102,762.50	245,150.00	219,525.00	-	-	100.00%
505-101-555025	Bond-GO Ref 2015-Interest	37,050.00	18,525.00	37,050.00	37,050.00	-	-	100.00%
505-101-555027	Bond-GO SR2016-Principal	265,000.00	-	313,253.13	265,000.00	-	-	100.00%
505-101-555026	Bond-GO SR2016-Interest	111,206.26	52,953.13	63,353.13	111,206.26	-	-	100.00%
505-101-555033	Bond-TaxableB CO SR2016-Princi	65,000.00	-	65,000.00	65,000.00	-	-	100.00%
505-101-555032	Bond-Taxable CO SR2016-Interes	36,437.50	17,731.25	38,387.50	36,437.50	-	-	100.00%
505-101-555031	Bond-NonTaxA CO SR2016-Princip	70,000.00	-	205,000.00	70,000.00	-	-	100.00%
505-101-555030	Bond-NonTax CO SR2016-Interest	27,318.76	13,134.38	32,468.76	27,318.38	-	0.38	100.00%
505-101-555009	Bond-CO SR2017-Principal	325,000.00	-	315,000.00	325,000.00	-	-	100.00%
505-101-555008	Bond-CO SR2017 - Interest	93,800.00	44,462.50	103,400.00	93,800.00	-	-	100.00%
505-101-555029	Bond-GO SR2017 - Principal	175,000.00	-	170,000.00	175,000.00	-	-	100.00%
505-101-555028	Bond-GO SR2017 - Interest	89,850.00	43,612.50	95,025.00	89,850.00	-	-	100.00%
505-101-555018	Bond-GO 2018 Refund- Principal	610,000.00	-	595,000.00	610,000.00	-	-	100.00%
505-101-555017	Bond-GO 2018 Refund - Interest	60,844.00	27,189.00	73,617.00	60,844.00	-	-	100.00%
505-101-555010	Bond-CO SR2018 - Principal	270,000.00	-	260,000.00	-	-	270,000.00	0.00%
505-101-555001	Bond-CO 2018 - Interest	138,012.50	-	151,262.50	-	-	138,012.50	0.00%
505-101-555063	Bond-GO 2018 Ref - Principal	250,000.00	-	205,000.00	520,000.00	-	(270,000.00)	208.00%
505-101-555064	Bond-GO 2018 Ref - Interest	160,693.76	142,853.13	172,068.76	298,706.25	-	(138,012.49)	185.89%
505-101-555003	Bond-CO 2019-Principal	280,000.00	-	275,000.00	280,000.00	-	-	100.00%
505-101-555002	Bond-CO 2019-Interest	95,675.00	44,337.50	106,800.00	95,675.00	-	-	100.00%
505-101-555020	Bond-GO 2020-Principal	970,000.00	-	960,000.00	970,000.00	-	-	100.00%
505-101-555019	Bond-GO 2020-Interest	135,462.50	58,031.25	174,062.50	135,462.50	-	-	100.00%

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: July 31 , 2024

505-TAX I & S

GENERAL GOVERNMENT NON DEPARTMENTAL		CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
505-101-555022	Bond-GO 2021 Ref - Principal	360,000.00	-	350,000.00	360,000.00	-	-	100.00%
505-101-555021	Bond-GO 2021 Ref - Interest	110,600.00	51,700.00	124,800.00	110,600.00	-	-	100.00%
505-101-555007	Bond-CO 2022 - Principal	180,000.00	-	175,000.00	180,000.00	-	-	100.00%
505-101-555006	Bond-CO 2022 - Interest	157,650.00	76,575.01	166,525.00	157,650.01	-	(0.01)	100.00%
505-101-555005	Bond-CO 2022A - Principal	265,000.00	-	275,000.00	265,000.00	-	-	100.00%
505-101-555004	Bond-CO 2022A - Interest	350,725.00	172,050.00	364,225.00	350,725.00	-	-	100.00%
505-101-555024	Bond-GO 2022 - Principal	595,000.00	-	615,000.00	595,000.00	-	-	100.00%
505-101-555023	Bond-GO 2022 - Interest	786,725.00	385,925.00	816,975.00	786,725.00	-	-	100.00%
TOTAL Debt Service		8,517,944.78	1,276,178.49	8,743,984.65	8,517,860.74	-	84.04	100.00%
TOTAL EXPENDITURES		8,602,744.78	1,277,578.49	8,747,784.65	8,522,060.74	-	80,684.04	99.06%

TAX I&S
CASH IN BANK AND INVESTMENTS
AS OF: July 31 , 2024

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	575,361.63
Texas Class Investment- Tax I&S		1,337,576.19
Total Cash in Bank & Investments	$	1,912,937.82

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: July 31, 2024

620-SED CORPORATION FINANCIAL SUMMARY	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR Y-T-D	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Taxes	7,092,000.00	509,992.83	5,470,996.66	5,623,776.59	-	1,468,223.41	79.30%
Fund Transfers	-	-	-	190,391.66	-	(190,391.66)	0.00%
Investment Income	1,315,000.00	162,178.34	989,943.02	1,546,319.36	-	(231,319.36)	117.59%
Miscellaneous	-	1,100.00	-	1,100.00	-	(1,100.00)	0.00%
TOTAL REVENUES	8,407,000.00	673,271.17	6,460,939.68	7,361,587.61	-	1,045,412.39	87.56%
EXPENDITURE SUMMARY							
NONDEPARTMENTAL							
City Assistance	11,677,510.00	-	81,944.29	58,984.70	-	11,618,525.30	0.51%
TOTAL NONDEPARTMENTAL	11,677,510.00	-	81,944.29	58,984.70	-	11,618,525.30	0.51%
ECONOMIC DEVELOPMENT							
Personel Services	24,575.00	2,749.40	12,895.76	14,310.54	-	10,264.46	58.23%
Supplies	61,175.00	5,171.04	31,732.02	19,719.03	-	41,455.97	32.23%
City Support Services	214,500.00	(70.61)	49,413.13	3,616.85	-	210,883.15	1.69%
Utility Services	975.00	118.49	139.69	373.57	-	601.43	38.31%
Operating Expenses	398,135.00	9,996.55	89,504.09	218,966.73	-	179,168.27	55.00%
Professional Services	61,300.00	438.00	43,695.50	8,728.00	-	52,572.00	14.24%
Fund Charges/Transfers	546,883.00	-	542,221.00	546,883.00	-	-	100.00%
TOTAL ECONO DEVELOPMENT	1,307,543.00	18,402.87	769,601.19	812,597.72	-	494,945.28	62.15%
TOTAL EXPENDITURES	12,985,053.00	18,402.87	851,545.48	871,582.42	-	12,113,470.58	6.71%
** REVENUE OVER(UNDER) EXPEND	(4,578,053.00)	654,868.30	5,609,394.20	6,490,005.19	-	(11,068,058.19)	

SED CORPORATION
CASH IN BANK AND INVESTMENTS
AS OF: July 31, 2024

Cash in Bank		
Claim on Operating Cash Pool-Checking	$	877,192.15
Cash in Investments		
Texas Class Investment-Economic Development Corp		35,052,949.39
Schertz Bank & Trust-Certificate of Deposit		1,135,273.80
Schertz Bank & Trust-Certificate of Deposit		1,183,962.21
Total Cash in Bank & Investments	$	38,249,377.55



C I T Y O F S C H E R T Z

INVESTMENT REPORT

FOR JULY 2024

C I T Y O F S C H E R T Z
INVESTMENT REPORT
FOR JULY 2024

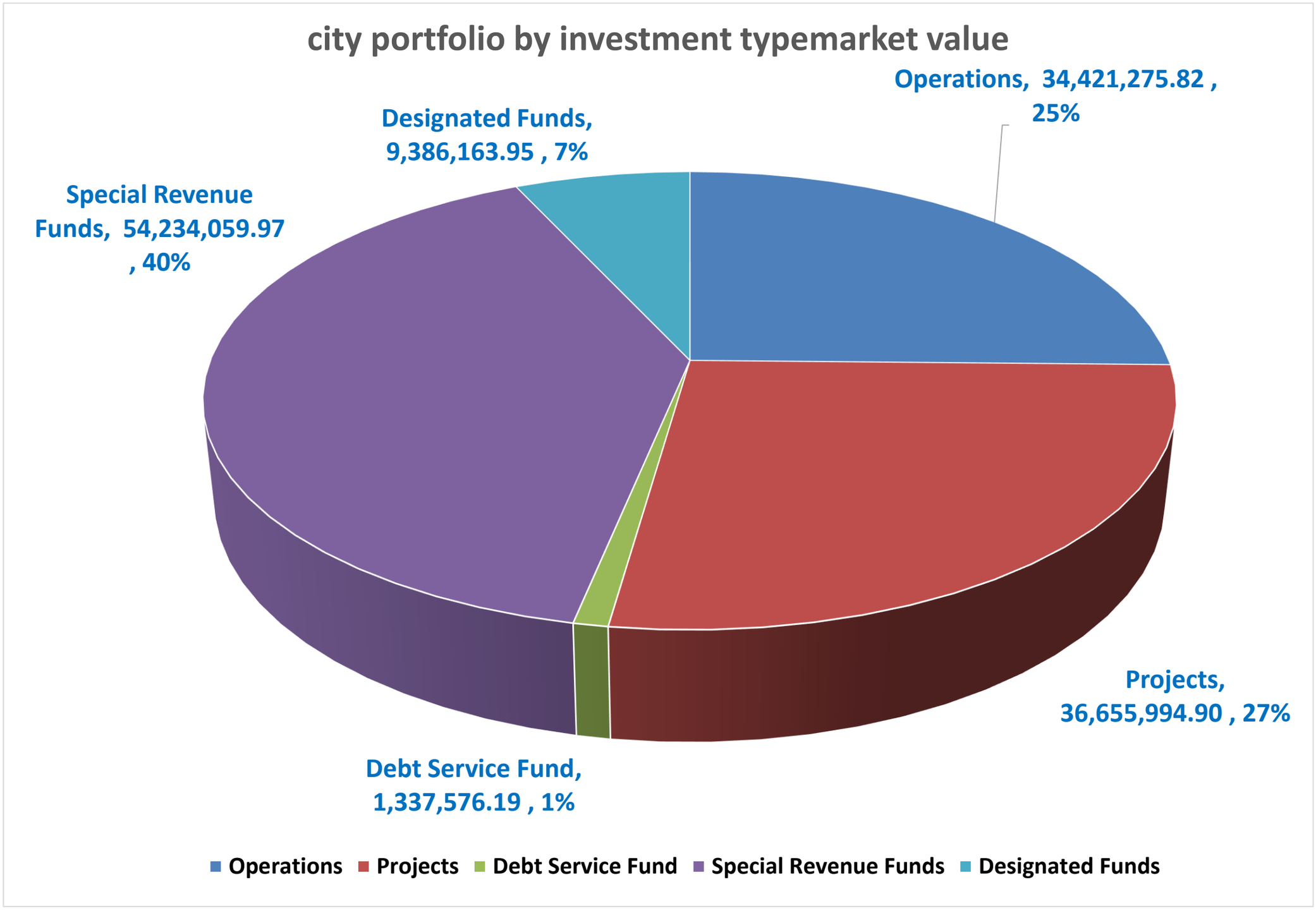
	Beginning Mkt Value	Deposits /Purchase	Withdrawals	Interest Earned	Mkt Appreciation/ Depreciation/ Accrued Interest	Ending Mkt Value
SUMMARY						
TOTAL OPERATIONS	$ 8,574,674.94	$ 10,502,910.43	$ (13,893,565.22)	$ 29,265.76	$ -	$ 5,213,285.91
TOTAL LOGIC	$ 43,987,940.14	$ -	$ -	$ 201,856.68	$ -	$ 44,189,796.82
TOTAL LONESTAR	$ 31,160,008.63	$ -	$ -	$ 143,701.11	$ -	$ 31,303,709.74
TOTAL TEXAS CLASS	$ 51,793,421.65	$ -	$ (1,800,000.00)	$ 237,894.86	$ -	$ 50,231,316.51
TOTAL HANCOCK WHITNEY	$ 1,479,588.51	$ -	$ (1,250.00)	$ 5,185.92	$ 11,328.96	$ 1,494,853.39
TOTAL C.D.s	$ 4,569,392.92	$ -	$ -	$ -	$ 22,388.87	$ 4,591,781.79
Totals	$ 141,565,026.79	$ 10,502,910.43	$ (15,694,815.22)	$ 617,904.33	$ 33,717.83	$ 137,024,744.16

This investment portfolio represents a liquid and diverse holding by the City of Schertz.
The investment strategy is to hold the monthly operating funds in the bank while investing other funds. By looking at the purpose of the funds being invested, it can be determined that it is in best interest of the City to invest in securities over 1 year to maximize yield while still maintaining all collateral and other safety requirements.
This portfolio is in compliance with the City's Investment Policy and with the Public Funds Investment Act.

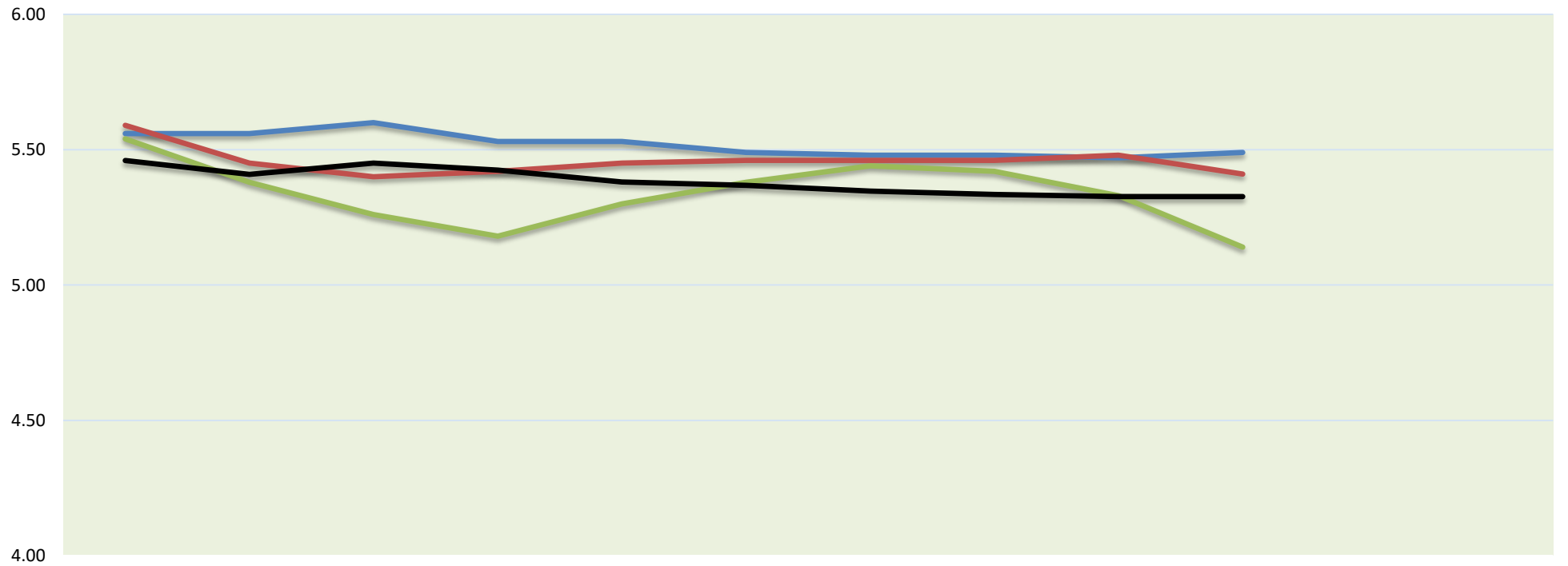
Finance Director

City Manager

July-24


city portfolio by investment typemarket value
Operations, 34,421,275.82 , 25%
Designated Funds, 9,386,163.95 , 7%
Special Revenue Funds, 54,234,059.97 , 40%
Projects, 36,655,994.90 , 27%
Debt Service Fund, 1,337,576.19 , 1%
Operations
Projects
Debt Service Fund
Special Revenue Funds
Designated Funds

MONTHLY YIELDS FY 24



	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
1 Month T-Bill	5.5600	5.5600	5.6000	5.5300	5.5300	5.4900	5.4800	5.4800	5.4700	5.4900		
3 Month T-Bill	5.5900	5.4500	5.4000	5.4200	5.4500	5.4600	5.4600	5.4600	5.4800	5.4100		
6 Month T-Bill	5.5400	5.3800	5.2600	5.1800	5.3000	5.3800	5.4400	5.4200	5.3300	5.1400		
Schertz Portfolio	5.4600	5.4089	5.4503	5.4246	5.3810	5.3682	5.3471	5.3341	5.3267	5.3272		

C I T Y O F S C H E R T Z
INVESTMENT REPORT
FOR MONTH ENDING July 24

July-24 INVESTMENT POOLS	Beginning Book Value	Yield	Deposits /Purchase	Withdrawals	Interest Earned	Ending Book Value	Ending Mkt Value	Par Value	Maturity Date	Weighted
OPERATIONS-BANK CASH										
Schertz Bank & Trust - Pooled Cash	8,479,152.33	5.38	10,502,910.43	13,893,565.22	29,265.76	5,117,763.30	5,117,763.30	5,117,763.30	N/A	33
Schertz Bank & Trust - PEG Fund	95,522.61	0	0.00	0.00	0.00	95,522.61	95,522.61	95,522.61	N/A	33
TOTAL OPERATIONS	8,574,674.94		10,502,910.43	13,893,565.22	29,265.76	5,213,285.91	5,213,285.91	5,213,285.91		
LOGIC										
General Fund	15,233,249.22	5.4031	0.00	0.00	69,904.02	15,303,153.24	15,303,153.24	15,303,153.24	N/A	44 Days
G/F-Equipment Replacement	87,115.74	5.4031	0.00	0.00	399.78	87,515.52	87,515.52	87,515.52	N/A	44 Days
G/F-Vehicle Replacement	587,402.58	5.4031	0.00	0.00	2,695.55	590,098.13	590,098.13	590,098.13	N/A	44 Days
G/F-Air Conditioner Replacement	319,669.03	5.4031	0.00	0.00	1,466.92	321,135.95	321,135.95	321,135.95	N/A	44 Days
FEMA PROCEEDS/CAPITAL PROJECT-404	2,084,512.39	5.4031	0.00	0.00	9,565.63	2,094,078.02	2,094,078.02	2,094,078.02	N/A	44 Days
EMS	4,749.52	5.4031	0.00	0.00	21.75	4,771.27	4,771.27	4,771.27	N/A	44 Days
SR2009 Bond-Street Projects(II)	558,384.26	5.4031	0.00	0.00	2,562.40	560,946.66	560,946.66	560,946.66	N/A	44 Days
GO2022	14,752,515.27	5.4031	0.00	0.00	67,697.98	14,820,213.25	14,820,213.25	14,820,213.25	N/A	44 Days
CO2022A	10,360,342.13	5.4031	0.00	0.00	47,542.65	10,407,884.78	10,407,884.78	10,407,884.78	N/A	44 Days
TOTAL LOGIC	43,987,940.14		-	-	201,856.68	44,189,796.82	44,189,796.82	44,189,796.82		
LONESTAR										
Capital Recovery - Sewer	5,017,360.35	5.4448	0.00	0.00	23,138.65	5,040,499.00	5,040,499.00	5,040,499.00	N/A	43 Days
Capital Recovery - Water	6,513,286.59	5.4448	0.00	0.00	30,037.43	6,543,324.02	6,543,324.02	6,543,324.02	N/A	43 Days
CO2018 PARKS & TRAILS	138,441.68	5.4448	0.00	0.00	638.45	139,080.13	139,080.13	139,080.13	N/A	43 Days
CO2018 BUILDING REPAIRS	241,600.57	5.4448	0.00	0.00	1,114.19	242,714.76	242,714.76	242,714.76	N/A	43 Days
CO2018 FLEET BUILDING	112,559.48	5.4448	0.00	0.00	519.09	113,078.57	113,078.57	113,078.57	N/A	43 Days
CO2018 FM1103 UTILITY RELOCATION	40,199.85	5.4448	0.00	0.00	185.39	40,385.24	40,385.24	40,385.24	N/A	43 Days
CO2018 WATER LOOP LINES	839,443.31	5.4448	0.00	0.00	3,871.27	843,314.58	843,314.58	843,314.58	N/A	43 Days
CO2018 WATER METERS	502,973.96	5.4448	0.00	0.00	2,319.57	505,293.53	505,293.53	505,293.53	N/A	43 Days
Drainage Fund	546,628.13	5.4448	0.00	0.00	2,520.89	549,149.02	549,149.02	549,149.02	N/A	43 Days
GO SR2011 Soccer Fields	79,161.63	5.4448	0.00	0.00	365.07	79,526.70	79,526.70	79,526.70	N/A	43 Days
GO SR2012 Downtown Improvements	0.89	5.4448	0.00	0.00	0.00	0.89	0.89	0.89	N/A	43 Days
Roadway Impact Area 1	1,387,613.01	5.4448	0.00	0.00	6,399.28	1,394,012.29	1,394,012.29	1,394,012.29	N/A	43 Days
Roadway Impact Area 2	794,682.60	5.4448	0.00	0.00	3,664.85	798,347.45	798,347.45	798,347.45	N/A	43 Days
Roadway Impact Area 3	2,093,351.06	5.4448	0.00	0.00	9,653.94	2,103,005.00	2,103,005.00	2,103,005.00	N/A	43 Days
Roadway Impact Area 4	6,670.77	5.4448	0.00	0.00	30.76	6,701.53	6,701.53	6,701.53	N/A	43 Days
SE Elevated Water Tank	30,435.89	5.4448	0.00	0.00	140.36	30,576.25	30,576.25	30,576.25	N/A	43 Days
W/S-Customer Deposits	350,224.32	5.4448	0.00	0.00	1,615.14	351,839.46	351,839.46	351,839.46	N/A	43 Days
W/S-Equipment Repl/Cap.Imp	210,571.40	5.4448	0.00	0.00	971.10	211,542.50	211,542.50	211,542.50	N/A	43 Days
Water&Sewer	11,105,480.99	5.4448	0.00	0.00	51,215.33	11,156,696.32	11,156,696.32	11,156,696.32	N/A	43 Days
Water/Sewer Reserve-Cor overnight Fund	844,944.28	5.4448	0.00	0.00	3,896.64	848,840.92	848,840.92	848,840.92	N/A	43 Days
W/S-Vehicle Replacement	304,189.43	5.4448	0.00	0.00	1,402.84	305,592.27	305,592.27	305,592.27	N/A	43 Days
GSE Bond Antitrust Payment	188.44	5.4448	0.00	0.00	0.87	189.31	189.31	189.31	N/A	43 Days
TOTAL LONESTAR	31,160,008.63		-	-	143,701.11	31,303,709.74	31,303,709.74	31,303,709.74		

INVESTMENT POOLS	Beginning Book Value	Yield	Deposits /Purchase	Withdrawals	Interest Earned	Ending Book Value	Ending Mkt Value	Par Value	Maturity Date	Weighted
Tax I&S	3,124,735.23	5.4477	0.00	1,800,000.00	12,840.96	1,337,576.19	1,337,576.19	1,337,576.19	N/A	38 Days
Justice Forfeiture	204,364.51	5.4477	0.00	0.00	945.03	205,309.54	205,309.54	205,309.54	N/A	38 Days
Park Fund	283,948.54	5.4477	0.00	0.00	1,313.05	285,261.59	285,261.59	285,261.59	N/A	38 Days
Economic Development Corporation	34,891,603.53	5.4477	0.00	0.00	161,345.86	35,052,949.39	35,052,949.39	35,052,949.39	N/A	38 Days
Library Board	53,156.87	5.4477	0.00	0.00	245.79	53,402.66	53,402.66	53,402.66	N/A	38 Days
Tree Mitigation	1,277,100.72	5.4477	0.00	0.00	5,905.57	1,283,006.29	1,283,006.29	1,283,006.29	N/A	38 Days
Hotel Tax	2,907,523.37	5.4477	0.00	0.00	13,444.98	2,920,968.35	2,920,968.35	2,920,968.35	N/A	38 Days
Special Events Fund	19,889.81	5.4477	0.00	0.00	91.98	19,981.79	19,981.79	19,981.79	N/A	38 Days
ARP	7,410,786.70	5.4477	0.00	0.00	34,268.97	7,445,055.67	7,445,055.67	7,445,055.67	N/A	38 Days
CO 2022 FM78-3009	242,439.05	5.4477	0.00	0.00	1,121.09	243,560.14	243,560.14	243,560.14	N/A	38 Days
CO 2022 FM1518 Utilities	646.60	5.4477	0.00	0.00	3.05	649.65	649.65	649.65	N/A	38 Days
CO 2022 Energy Savings	1,377,226.72	5.4477	0.00	0.00	6,368.53	1,383,595.25	1,383,595.25	1,383,595.25	N/A	38 Days
TOTAL TEXAS CLASS	51,793,421.65		-	1,800,000.00	237,894.86	50,231,316.51	50,231,316.51	50,231,316.51		
INVESTMENT MANAGED ACCOUNT										
Hancock Whitney General Fund	1,471,991.58	4.1002	0.00	1,250.00	5,185.92	1,476,575.35	1,494,853.39	1,482,530.78	N/A	818Days
TOTAL HANCOCK WHITNEY	1,471,991.58	4.1002	-	1,250.00	5,185.92	1,476,575.35	1,494,853.39	1,482,530.78		
CERTIFICATES OF DEPOSIT										
SB&T-Water&Sewer	1,222,270.36	3.7500	0.00	0.00	0.00	1,222,270.36	1,248,515.69	1,222,270.36	1/4/2025	365 Days
Schertz Economic Development Corp (1)	1,183,962.21	3.7500	0.00	0.00	0.00	1,183,962.21	1,194,058.33	1,183,962.21	5/10/2025	365 Days
Schertz Economic Development Corp (2)	1,135,273.80	3.7500	0.00	0.00	0.00	1,135,273.80	1,159,534.45	1,135,273.80	1/5/2025	365 Days
Bank of New York(Glendale,CA as of July23)	249,470.50	5.3700	0.00	0.00	0.00	249,470.50	244,229.58	249,470.50	7/21/2025	365 Days
BOA (Charlotte, NC as of Nov23)	243,000.00	5.1200	0.00	0.00	0.00	243,000.00	244,380.24	243,000.00	12/1/2025	365 Days
Cross Riv Bank (Teaneck, NJ as of Nov23)	248,000.00	5.4800	0.00	0.00	0.00	248,000.00	248,803.52	248,000.00	11/30/2026	365 Days
First FNDTN BK (Irvine, CA as of Nov23)	243,000.00	5.1900	0.00	0.00	0.00	243,000.00	243,437.40	243,000.00	5/30/2025	365 Days
Cash	0.00		0.00	0.00	0.00	0.00	8,822.59	0.00		
TOTAL C.D.s	4,524,976.87		-	-	-	4,524,976.87	4,591,781.79	4,524,976.87		
TOTAL PORTFOLIO	141,513,013.81	5.3272	10,502,910.43	15,694,815.22	617,904.33	136,939,661.20	137,024,744.16	136,945,616.63		54 Days

Date: 7/31/2024

General Fund (IMA)

Assets

Cash & Equivalents	Due	Maturity	Shares	Cost	Mrk Value	Projected Annual Income	Current Yield
GOLDMAN SACHS GOVERNMENT FUND-CLASS: INST (#465)			17,530.78	17,530.78	17,530.78	913.35	5.21
Total Cash & Equivalents			*17,530.78*	*17,530.78*	*17,530.78*	*913.35*	*5.21%*
Fixed Income							
US Treasury Note	7/31/2026	730.00 #	55,000.00	52,449.31	52,422.15	1,031.25	1.97
UNITED STATES TREASURY NOTES	6/15/2025	319.00 #	85,000.00	84,636.13	83,562.65	2,443.75	2.92
UNITED STATES TREASURY NOTES	8/15/2025	380.00 #	100,000.00	99,658.41	98,379.00	3,125.00	3.18
UNITED STATES TREASURY NOTES	9/15/2025	411.00 #	75,000.00	74,411.52	74,007.00	2,625.00	3.55
UNITED STATES TREASURY NOTES	10/31/2027	1187.00 #	75,000.00	75,100.23	75,026.25	3,093.75	4.12
UNITED STATES TREASURY NOTES	12/15/2025	502.00 #	50,000.00	49,404.19	49,609.50	2,000.00	4.03
UNITED STATES TREASURY NOTES	2/15/2026	564.00 #	50,000.00	49,372.26	49,611.50	2,000.00	4.03
UNITED STATES TREASURY NOTES	2/29/2028	1308.00 #	50,000.00	49,915.02	49,861.50	2,000.00	4.01
UNITED STATES TREASURY NOTES	6/15/2026	684.00 #	100,000.00	99,667.01	99,531.00	4,125.00	4.14
UNITED STATES TREASURY NOTES	7/15/2026	714.00 #	70,000.00	69,900.43	70,175.00	3,150.00	4.49
UNITED STATES TREASURY NOTES	7/31/2028	1461.00 #	75,000.00	75,292.45	75,187.50	3,093.75	4.11
UNITED STATES TREASURY NOTES	8/15/2026	745.00 #	55,000.00	54,619.58	55,028.05	2,406.25	4.37
UNITED STATES TREASURY NOTES	8/31/2025	396.00 #	50,000.00	49,959.18	50,119.00	2,500.00	4.99
UNITED STATES TREASURY NOTES	9/15/2026	776.00 #	85,000.00	85,830.11	85,515.10	3,931.25	4.60
UNITED STATES TREASURY NOTES	9/30/2025	426.00 #	95,000.00	94,770.80	95,304.00	4,750.00	4.98
UNITED STATES TREASURY NOTES	11/15/2026	837.00 #	60,000.00	60,004.14	60,450.00	2,775.00	4.59
UNITED STATES TREASURY NOTES	1/31/2029	1645.00 #	75,000.00	75,042.67	74,932.50	3,000.00	4.00
UNITED STATES TREASURY NOTES	2/28/2026	577.00 #	50,000.00	49,741.72	50,080.00	2,312.50	4.62
UNITED STATES TREASURY NOTES	3/15/2027	957.00 #	75,000.00	74,610.94	75,093.75	3,187.50	4.24
UNITED STATES TREASURY NOTES	4/30/2029	1734.00 #	85,000.00	85,012.86	87,227.85	3,931.25	4.51
UNITED STATES TREASURY NOTES	5/15/2027	1018.00 #	50,000.00	49,645.61	50,414.00	2,250.00	4.46
Total Fixed Income			*1,465,000.00*	*1,459,044.57*	*1,461,537.30*	*59,731.25*	*4.09%*
Total Assets		**818.16**	**1,482,530.78**	**1,476,575.35**	**1,479,068.08**	**60,644.60**	**0.041002**

Glossary

Investment Report Terms

Par Value	This is the amount stated on the original issue of the investment that the interest paid out is based on and is the amount to be returned to the investment holder once the investment reaches the maturity date.
Shares	The original investment is sold in pieces called "Shares", each share has a stated "Par Value" and stated "Interest Rate".
Book Value	Also called "Cost", is the amount the City paid to acquire this investment. Would the "market value" at the time of purchase.
Market Value (Mkt)	Represents what we could sell our investments for today. It could be different than what we originally paid for the investment.
Interest Earned	Dollars earned on our investments. Is calculated based on the par value and the stated interest rate of the investment.
Yield	Annual projected earnings divided by the current market value. This is the City's return on investment.
Purchases	When we acquire additional investments or invest additional funds.
Withdraws	When we sell some or all of our investment and return cash to the bank.
Maturity Date	The date the investment is to be bought back at the par value and returned to the original issuer. This date is specified during the original issuance of the investment.
Weighted Average Maturity	An average maturity of a group of investments
Investment Pool	Groups combine their funds to purchase a variety of different investment types. The returns are averaged back out to investors every day based on their individual investment.
Certificates of Deposit	Is an investment type with a fixed maturity date, a specified interest rate, and can be issued for any amount. Once purchased, funds cannot be removed from this investment until the maturity date. They are generally issued by commercial banks and are insured by the Federal Deposit Insurance Corporation up to $250,000 per individual.