



**MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
October 15, 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, OCTOBER 15, 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 Westbrook)**

Proclamations

DVAM Awareness Month-October 2024 (Ms. Ashton Story-Thriving Hearts Crisis Center) presented by Councilmember Heyward

Fentanyl Poisoning Awareness Month-October 2024 (Johnson Family) presented by Councilmember Watson

National Manufacturing Month-October 2024 (Mr.Scott Wayman) presented by Councilmember Macaluso

Hill Country Night Sky Month-October 2024 (Ms. Susan Fisher) presented by Mayor Pro-Tem Westbrook

National Community Planning Month-October 2024 (Planning Department) presented by Councilmember Brown

Employee Introductions

- Public Works: Justin Stead, Water/Wastewater Worker I; Damontell Thompshon, Water/Wastewater Worker I
- Inspections: Derik Samuelson, Plans Examiner
- Public Affairs: Tatum Hearn, Marketing & Communications Specialist
- Schertz-Seguín Local Government Corporation: Philip DeFrancesco, SSLGC Assistant General Manager

Presentations

Recognition of the 2024 Emerging Leaders Class (S.Gonzalez/J.Kurz)

Public Works Department will be recognized by TML for R.O.A.D Ready Program (B.James/L.Busch)

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.

1. **Minutes** - Consideration and/or action regarding the approval of the regular meeting minutes of September 17, 2024, and the Special Session Council Meeting of September 24, 2024 (S.Edmondson/S.Courney)
2. **Appointments, Re-appointments, and Resignations-City of Schertz Boards, Commissions and Committees** (S.Edmondson/S.Courney)
 - Resignations
Danielle Craig-Library Advisory Board and Planning and Zoning Commission
3. **Resolution 24-R-139**-Appointing Mr. Justin Murray to Cibolo Valley Local Government Corporation (CVLGC) (Mayor/S.Edmondson)
4. **Resolution 24-R-128** - Accepting the semi-annual report on the progress of the Capital Recovery Capital Improvements Plan (B.James/K.Woodlee)
5. **Resolution 24-R-138** - Authorizing expenditures with Prime Controls, LP at the Morning Dr. Water Facility for the SCADA Upgrade Project (B.James/L.Busch/N.Ferris)
6. **Resolution 24-R-101** - Authorizing the purchase of various vehicles/equipment as part of the 2024-2025 Vehicle/Equipment Replacement/Acquisition program (B.James/D.Hardin/C.Hernandez)
7. **Resolution 24-R-82** - Authorizing an agreement with Lockwood, Andrews, and Newnam, Inc., for Engineering Services Related to a Route Study for the Cibolo West Wastewater Trunk Main (B.James/K.Woodlee)
8. **Resolution 24-R-135** - Authorizing an Interlocal Purchasing Agreement with City of Cibolo for Cooperative Purchasing Services (S.Williams/J.Lowery)

9. **Resolution 24-R-136** - Accepting a grant award from the Motor Vehicle Crime Prevention Authority and authorizing expenditures with Insight Public Sector, Inc. for the Flock Camera System (S.Williams/J.Lowery)

Discussion and Action Items

10. **Resolution 24-R-131**- Authorizing a resolution accepting a petition for voluntary annexation of approximately 3.014-acres, known as a portion of Comal County Property Identification Number 79004 Comal County, Texas (B.James/L.Wood/E.Delgado)
11. **Resolution 24-R-137** - Authorizing a Contract with Axon Enterprises for the Purchase of a Video Recording System for the Schertz Police Department Interview and Intoxilyzer Rooms. (S.Williams/J.Lowery)
12. **Resolution 24-R-142** - A resolution by the City Council to amend the Fee Schedule (S. Gonzalez/J. Walters)
13. **Resolution 24-R-140** - Authorizing a construction contract with R.L. Jones LP for the 2024 SPAM Resurfacing Project (B.James/K. Woodlee/J.Nowak)

Public Hearings

14. **Ordinance 24-S-155** - Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 4 - Procedures and Applications, and Article 5 - Zoning Districts **First Reading** (B.James/L.Wood/S.Haas)
15. **Ordinance 24-S-156** - Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 5 - Zoning Districts and Article 10 - Parking Standards **First Reading** (B.James/L.Wood/S.Haas)

Workshop

16. **Workshop regarding Planned Development Districts (PDDs)** (B.James/L.Wood/E.Delgado)

Closed Session

17. The City Council will meet in closed session under Section 551.087 of the Texas Government Code, Deliberation Regarding Economic Development Negotiations; Closed Meeting. The governmental body is not required to conduct an open meeting (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect.
 - Project E-80
 - Project E-83
 - Project E-84

18. 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.

Reconvene into Regular Session

19. Take any action based on discussion held in Closed session under Agenda Item #17.

20. Take any action based on discussion held in Closed session under Agenda Item #18.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

21. Monthly Update - Major Projects in Progress/CIP (B.James/K.Woodlee)

Requests and Announcements

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

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

- 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 11TH DAY OF OCTOBER 2024 AT 12:45 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

<p>Mayor Gutierrez Member Audit Committee Investment Advisory Committee Main Street Committee</p> <p>Liaison Board of Adjustments Senior Center Advisory Board-Alternate</p>	<p>Councilmember Davis– Place 1 Member Interview Committee Main Street Committee - Chair TIRZ II Board</p> <p>Liaison Parks & Recreation Advisory Board Schertz Housing Authority Board Transportation Safety Advisory Board</p>
<p>Councilmember Watson-Place 2 Member Audit Committee</p> <p>Liaison Library Advisory Board Senior Center Advisory Board Cibolo Valley Local Government Corporation-Ex-Officio</p>	<p>Councilmember Macaluso – Place 3 Member Interview Committee Hal Baldwin Scholarship Committee</p> <p>Liaison TIRZ II Board Animal Services Advisory Committee</p>

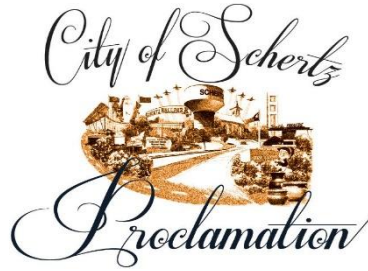
<p>Councilmember – Place 4</p>	<p>Councilmember Westbrook – Place 5 Liaison Schertz-Seguin Local Government Corporation (SSLGC) Planning and Zoning Commission Schertz Historical Preservation Society Cibolo Valley Local Government Corporation (CVLGC)-Alternate</p>
<p>Councilmember Heyward – Place 6 Member Animal Services Advisory Committee Audit Committee Interview Committee-Chair Investment Advisory Committee Main Street Committee</p> <p>Liaison Building and Standards Commission Economic Development Corporation - Alternate Senior Center Advisory Board</p>	<p>Councilmember Brown – Place 7 Member Main Street Committee Schertz-Seguin Local Government Corporation (SSLGC)</p> <p>Liaison Economic Development Corporation</p>

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: City Secretary
Subject: DVAM Awareness Month-October 2024 (Ms. Ashton Story-Thriving Hearts Crisis Center) presented by Councilmember Heyward

Attachments

DVAM Proclamation



Domestic Violence Awareness Month October 2024

WHEREAS, the crime of domestic violence violates an individual’s privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse including abuse to children and the elderly; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial and societal barriers, and are supported by societal indifferences; and

WHEREAS, the impact of domestic violence is wide ranging, directly effecting individuals and society as a whole, here in this community Thriving Hearts Crisis Center (Formerly Guadalupe Valley Family Violence Shelter) answered **1025 crisis calls and provided 8431 services to survivors from September 2023 to August 2024**; and

WHEREAS, women are not only targets; men, young children and the elderly also are victims, and sadly, emotional scars are often permanent, and domestic violence costs United States’ companies at least \$3.5 billion in lost work time, increased health care costs, higher turnover, and lower productivity; and

WHEREAS, it is battered women themselves who have been in the forefront of efforts to bring peace and equality to the home.

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

October 2024 as “Domestic Violence Awareness Month”

and call all citizens, community agencies, religious organizations, medical facilities and businesses to increase their participation in our effort to prevent domestic violence, thereby strengthening the communities in which we live.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Schertz, Texas, to be affixed this 15th day of October 2024.

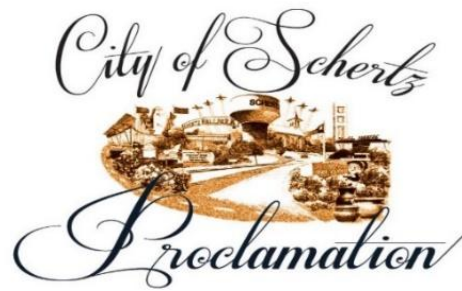
Ralph Gutierrez, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: City Secretary
Subject: Fentanyl Poisoning Awareness Month-October 2024 (Johnson Family)
presented by Councilmember Watson

Attachments

Fentanyl Poisoning Awareness Month



Fentanyl Poisoning Awareness October 2024

WHEREAS, on June 14, 2023, Governor Abbott signed four new laws in the state’s fight against the deadly opioid; and

WHEREAS, during the month of October, cities across the state observe Texas Fentanyl Poisoning Awareness Month, to recognize the commitment the state has to combat the deadly fentanyl epidemic; and

WHEREAS, among the many illicit drugs afflicting communities across America today, fentanyl is the single deadliest drug crisis our state—and nation—has ever encountered; and

WHEREAS, Fentanyl is now the leading killer of Americans between the ages of 18 and 45. Fentanyl-related deaths in Texas increased over 500% from 2019 to 2022, taking the lives of more than 4,800 unsuspecting Texans in just three years and leaving untold numbers to cope with sudden loss; and

WHEREAS, it is important that every Texan is aware of the fentanyl crisis plaguing our state and nation. Fentanyl Poisoning Awareness Month will be a life-saving effort to protect our friends, family members, and loved ones from this clandestine killer.

NOW, THEREFORE BE IT RESOLVED THAT, I, Ralph Gutierrez, Mayor,
of the City of Schertz, Texas, do hereby proclaim the month of

October 2024 as “*Fentanyl Poisoning Awareness Month*”

and call all citizens, community agencies, religious organizations, medical facilities and businesses to increase their participation in our effort to prevent domestic violence, thereby strengthening the communities in which we live.

IN WITNESS WHEREOF, I have
hereunto set my hand and caused
the Seal of the City of Schertz to be
affixed this 15th day of October
2024.

Ralph Gutierrez, Mayor

Agenda No.

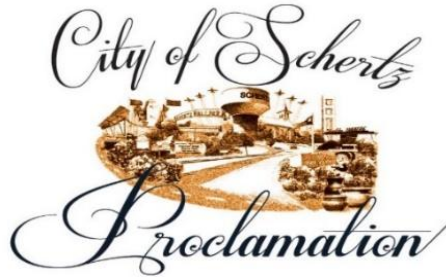
CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: City Secretary

**Subject: National Manufacturing Month-October 2024 (Mr.Scott Wayman)
presented by Councilmember Macaluso**

Attachments

National Manufacturing Month-October 2024



NATIONAL MANUFACTURING MONTH **October 4, 2024**

WHEREAS, the City of Schertz acknowledges the vital role the manufacturing sector plays in our community, providing high paying jobs, contributing to economic growth, and enhancing the quality of life for our residents; and

WHEREAS, manufacturing companies in Schertz are a cornerstone of our local economy, contributing significantly to the prosperity and stability of our region; and

WHEREAS, Manufacturing Month is an opportunity to celebrate the achievements of our local manufacturers, highlight the importance of a strong and thriving manufacturing sector, and showcase the exciting and rewarding careers available in manufacturing; and

WHEREAS, the Schertz Economic Development Corporation (EDC) is committed to supporting and promoting the growth of manufacturing businesses within our community, ensuring that Schertz remains an attractive destination for investment, innovation, and talent; and

WHEREAS, the City of Schertz, in collaboration with the Schertz EDC, is dedicated to fostering an environment that encourages the growth and sustainability of the manufacturing industry through workforce development, infrastructure investment, and business-friendly policies; and

WHEREAS, Manufacturing Month offers an opportunity for residents, businesses, and educational institutions to learn more about the manufacturing industry and explore the many career and economic opportunities it presents;

NOW, THEREFORE, BE IT RESOLVED that I, Ralph Gutierrez, Mayor of the City of Schertz, do hereby proclaim

the month of October as **MANUFACTURING MONTH**
in the City of Schertz and urges all citizens to acknowledge and support our local manufacturers and the Schertz Economic Development Corporation's efforts to strengthen and grow our manufacturing sector.

IN WHITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Schertz to be affixed this 15th day of October 2024.

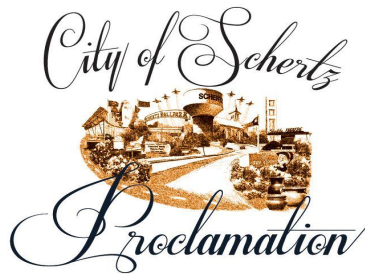
Ralph Gutierrez, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: City Secretary
Subject: Hill Country Night Sky Month-October 2024 (Ms. Susan Fisher) presented by Mayor Pro-Tem Westbrook

Attachments

Hill Country Night Sky Month 2024



“Hill Country Night Sky Month October 2024”

WHEREAS, the aesthetic beauty and wonder of star-filled skies are the heritage of all humankind and locally to the inhabitants of Schertz and are therefore worthy of celebration; and

WHEREAS, the experience of standing beneath a star-filled night sky inspires feelings of wonder and awe, and may encourage interest in science and nature especially among young people; and

WHEREAS, the opportunity to view star-filled skies attracts tourists to our region and therefore economic benefit to Schertz; and

WHEREAS, preserving the rich historic heritage and starry night skies of Schertz is important to its residents; and

WHEREAS, “light pollution,” which is wasted light that performs no function or task and artificial light that goes where it is not supposed to go, is created by glare, light trespass, sky glow, and over lighting; and

WHEREAS, light pollution wastes natural resources amounting to at least \$2 billion per year and contributes to diminished American energy independence; and

WHEREAS, the historical view of the night skies has been eroding in many nearby areas and generations are growing up with limited, if any, view of the wonders of the universe; and

WHEREAS, the influx of people into the Texas Hill Country region and the accompanying light pollution from area lighting fixtures has been steadily on the rise; and

WHEREAS, solving the problem of light pollution involves making better use of outdoor lighting to direct light down to where it is needed instead of upward into the sky, putting outdoor lights on timers and using outdoor lighting only where necessary; and

WHEREAS, Hill Country communities are increasingly dedicated to the preservation of the region’s night skies, as evidenced by the frequent educational activities conducted in our region and by the increasing number of places in our region: Order No. 367 Order Amending Order No. 199 For Regulation Of Outdoor Lighting In The Unincorporated Areas of Comal County, Texas Within 3 Miles Of The Camp Bullis Boundary, Guadalupe River State Park Star Parties in partnership with San Antonio Astronomical Association, New Braunfels Astronomy Club Star Parties, Comal County Friends of the Night Sky, Bracken Cave Preserve, and the Comal County Dark Sky Resolution No. 2018-26; and

WHEREAS, this regional effort and the preservation and celebration of our night skies is worthy of a month-long celebration.

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

October 2024 as “Hill Country Night Sky Month”

in Schertz, Texas. That the City Council encourages citizens to enjoy the night sky and to participate in the Schertz, Comal County and Hill County regional events and programs celebrating the night sky and promoting the ways in which communities are working to preserve it. That the City Council encourages citizens to learn about light pollution and why it matters, night sky friendly lighting, and lighting regulations, and to implement practices and lighting improvements that will reduce light pollution, thereby preserving our night skies.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Schertz to be affixed this 15th day of October 2024.

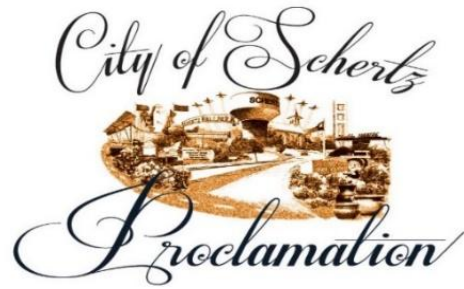
Ralph Gutierrez, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: City Secretary
Subject: National Community Planning Month-October 2024 (Planning Department) presented by Councilmember Brown

Attachments

Community Planning Month 2024



COMMUNITY PLANNING MONTH OCTOBER 2024

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient, and long-lasting recovery; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Schertz, and

WHEREAS, we recognize the many valuable contributions made by the Planning Division of the City of Schertz and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE BE IT RESOLVED THAT I, Ralph Gutierrez, Mayor hereby proclaims
the month of October 2024 as

Community Planning Month

in conjunction with the celebration of National Community Planning Month.

IN WITNESS WHEREOF, I have
hereunto set my hand and caused
the Seal of the City of Schertz to be
affixed this 15th day of October
2024.

Ralph Gutierrez, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024

Department: Executive Team

Subject: Recognition of the 2024 Emerging Leaders Class (S.Gonzalez/J.Kurz)

BACKGROUND

The Schertz Emerging Leaders Program is a comprehensive employee development effort to provide advanced training to budding leaders in all departments and at all levels so that they can reach their leadership potential and add even more value to the quality of service that the City provides to its customers.

Congratulations to the 2024 Emerging Leaders Class:

- Amy Anderson, EMS, MIH Paramedic
- Thomas Brooks, Facility Services, Master Electrician
- Nicholas Ferris, Public Works, Assistant Public Works Director
- Jacki Marbach, Police Department, Administrative Assistant
- Albert Orosco, Event Facilities, Event Attendant
- Sydney Paredes, Parks & Recreation, Recreation Coordinator
- Cody Raines, Inspections, Building Inspector
- Sarah Rodriguez, Inspections, Permit Technician
- Kathryn Scheel, Parks & Recreation, Recreation Specialist
- Yolanda Valdez, Human Resources, HR Generalist

Attachments

Emerging Leaders Presentation

Schertz Emerging Leaders Presentation

Tuesday, October 15, 2024

Sarah Gonzalez, Assistant City Manager





Congratulations Class of 2024!





Amy Anderson

EMS

MIH Paramedic





Thomas Brooks

Internal Services – Facilities

Master Electrician





Nicholas Ferris

Public Works

Assistant Public Works

Director





Jacki Marbach

Police Department Administrative Assistant





Albert Orosco

Parks – Civic Center

Event Attendant





Sydney Paredes

Parks

Recreation Coordinator





Cody Raines

Planning & Community Development Building Inspector





Sarah Rodriguez

**Planning & Community
Development
Permit Technician**





Kathryn Scheel

Parks

Recreation Specialist





Yolanda Valdez

HR

Human Resources

Generalist



A special thanks to our Emerging Leaders Program Mentors

- Emily Delgado, Planning Manager
- Dawniecia Hardin, Internal Services Director
- Jessica Kurz, Human Resources Director
- Megan Lagunas, Animal Services Manager
- Tony McFalls, GIS Manager
- Jared Montney, Parks Manager
- Greg Rodgers, Fire Chief
- Lauren Shrum, Parks, Recreation & Community Services Director
- Scott Wayman, EDC Director
- Lesa Wood, Planning & Community Development Director

And to Program Coordinators:

- Sarah Gonzalez, Assistant City Manager
- Jessica Kurz, Human Resources Director
- Zii Reed, City Management Administrative Assistant

CITY COUNCIL MEMORANDUM

City Council Meeting: **October 15, 2024**
Department: **City Secretary**
Subject: **Minutes - Consideration and/or action regarding the approval of the regular meeting minutes of September 17, 2024, and the Special Session Council Meeting of September 24, 2024 (S.Edmondson/S.Courney)**

Attachments

09-17-2024 Draft Minutes
09-24-2024 Draft Minutes

DRAFT

MINUTES REGULAR MEETING September 17, 2024

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on September 17, 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 Robert Westbrook; Councilmember Mark Davis; Councilmember Michelle Watson; Councilmember Paul Macaluso; Councilmember Allison Heyward; Councilmember Tim Brown

Absent: Councilmember Place 4 (vacant)

Staff present: City Manager Steve Williams; City Attorney Natalie Thamm; 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 Macaluso)

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

Discussion and Action Items

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

Mayor Gutierrez expressed regret that Mayor Pro-Tem Gibson announced her resignation two weeks ago. He stated it was a pleasure to have her serve the City of Schertz and went on to state that with her resignation the City Council consists of six Councilmembers and a Mayor Pro-Tem vacancy. He explained the selection process, duties, and term of the Mayor Pro-Tem. He opened the floor to Council for discussion regarding the appointment of Councilmember Robert Westbrook to Mayor Pro-Tem. No discussion occurred.

Mayor Gutierrez made a motion to appoint Councilmember Westbrook as the new City Mayor Pro-Tem; seconded by Councilmember Michelle Watson.

AYE: Councilmember Mark Davis, Councilmember Michelle Watson,
Councilmember Paul Macaluso, Councilmember Allison Heyward,
Councilmember Tim Brown

Passed

Deputy City Secretary Sheree Courney administered the Oath of Office for Mayor Pro-Tem to Councilmember Robert Westbrook.

Presentations

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

City of Schertz Police Chief Jim Lowery presented Emma Jenkins, a student at Clemens High School, with a \$1,000 scholarship provided by the Fire Association and Police Association, for her winning design to promote Breast Cancer Awareness in the First Responder Art T-Shirt Contest. In addition, EMS Chief Jason Mabbitt presented Emma with a scholarship to attend a National Registry EMT class valued at \$1,300. Emma's design will be on the October cover of the Schertz Magazine.

Proclamations

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

Mayor Pro-Tem Robert Westbrook presented the Fire Prevention Week Proclamation to Fire Chief Greg Rodgers and members of the Schertz Fire Department.

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

Councilmember Allison Heyward presented the National I.T. Professionals Day - September 17, 2024, Proclamation to IT Director Jack Bluebird and members of the IT staff.

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

Councilmember Tim Brown presented the National Finance and Accounting Appreciation Week - September 23-27, 2024, Proclamation to Finance Director James Walters and Finance Assistant Director Jessica Dycus.

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

Councilmember Paul Macaluso presented the H.R. Professionals Day - September 26, 2024, Proclamation to HR and Purchasing Director Jessica Kurz and HR Generalist Yolanda Valdez.

City Events and Announcements

- Announcements of upcoming City Events (B. James/S. Gonzalez)
Assistant City Manager Sarah Gonzalez provided an update of upcoming City events.
- Announcements and recognitions by the City Manager (S. Williams)
City Manager Steve Williams stated he had the opportunity to participate on a panel put on by the San Antonio Business Journal and New Braunfels Chamber of Commerce.
- Announcements and recognitions by the Mayor (R. Gutierrez)
Mayor Gutierrez made two announcements. First he thanked Fire Chief Rodgers and the EMS Crew that responded to his emergency situation. And, second, he announced that the City would have a Special Session on September 24, 2024, in the Council Chamber at 6:00 p.m. to order a Special Election to fill the vacancy following Mayor Pro-Tem Gibson's resignation.

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 Robert Westbrook recognized the following residents who spoke in opposition of agenda item #18, Ordinance 24-S-146:

- Sandra Ott, 18700 IH-35 N Lot 5
- Adam Sharp, 2233 Den Ott Hill
- Nichole Sharp, 2233 Den Ott Hill
- Caroline McDonald, 100 NE Loop 410, Ste 1385, San Antonio, attorney for Ms. Sandra Ott
- James Ott, 2217 Den Ott Hill

- Brenda Ott, 2217 Den Ott Hill

Mayor Pro-Tem Robert Westbrook recognized the following residents who spoke in favor of agenda item #18, Ordinance 24-S-146:

- Keith Densberger, 305 E. 4th Street, Yorktown, TX
- Ashley Farrimond, 10101 Reunion Place #250, attorney for the developer

Mayor Pro-Tem Robert Westbrook recognized the following residents who spoke in opposition of agenda item #22, Ordinance 24-S-147:

- Tim Dusek, 11517 Cypress Barn
- Kyle Lucas, 10409 Pecan Branch
- Patricia Lucas, 10409 Pecan Branch
- Symone Owens, 10501 Pecan Branch
- Tammy Glascoe, 10416 Bowies Knoll
- Alex Smith, 11708 Cypress Barn
- Norbertha Q, 10334 Owl Woods
- Walter Allen, 10512 Pecan Branch
- Scott Gentry, 10413 Aurora Sky
- Cynthia Lang, 11525 Cypress Barn
- Lance Campbell, 10408 Pecan Branch

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

- Resolution 24-R-104** - Approving the SSLGC Fiscal Year 2024-25 Water Rates. (B.James/L.Busch)
- Resolution 24-R-105** – Authorizing the Agreement for Management Services with SSLGC For Fiscal Years 2024-2026. (B.James/L.Busch)
- 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)
- 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)
- 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)
- Ordinance 24-T-153** - Authorizing adjustments to the FY 2023-24 Budget. ***Final Reading*** (S.Gonzalez/J.Walters)
- 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)
- 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)

Mayor Gutierrez asked if any items needed to be removed for separate action.

Councilmember Heyward requested agenda item #3 be removed.

Mayor Gutierrez asked for a motion to approve agenda items #2 and #4 - #17.

Moved by Councilmember Allison Heyward, seconded by Councilmember Michelle Watson.

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

Passed

Mayor Gutierrez recognized Councilmember Heyward to open discussion on agenda item #3, Appointments, Reappointments, and Resignations - City of Schertz Boards, Commissions, and Committees.

Councilmember Heyward explained she pulled the item from Consent to address an administrative error on the agenda. Mr. Donald Nolan was recommended for

appointment to TSAC (Traffic Safety Advisory Board), not Parks by the Interview Committee which needed to be corrected for the record.

Councilmember Allison Heyward motioned to approve item #3, Appointments and Reappointments and change Donald Nolan from Parks to TSAC, seconded by Councilmember Michelle Watson.

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

Passed

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)

Mayor Gutierrez asked if Council needed to hear the presentation again. No Council requested the presentation be provided a second time.

Mayor Gutierrez opened the floor to Council for discussion.

- Councilmember Macaluso stated he would not be voting for the zone change as he did previously. He expressed being uncomfortable with the level of density after driving up and down the road and suggested the property might be more suitable for a PDD.
- Councilmember Heyward reiterated her support for the PDD.

Mayor Gutierrez asked for a motion to approve Ordinance 24-S-146.

Moved by Councilmember Michelle Watson, seconded by Councilmember Tim Brown

AYE: Councilmember Michelle Watson, Councilmember Tim Brown

NAY: Mayor Pro-Tem Robert Westbrook, Councilmember Mark Davis,
Councilmember Paul Macaluso, Councilmember Allison Heyward

Failed

- 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)

Mayor Gutierrez recognized Deputy City Secretary Sheree Courney who presented Resolution 24-R-125.

Councilmember Heyward stepped down from the dais prior to the vote.

Councilmember Mark Davis motioned to table Resolution 24-R-125, seconded by Councilmember Michelle Watson.

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

Passed

- 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)

Mayor Gutierrez introduced Resolution 24-R-126.

Councilmember Mark Davis motioned to table Resolution 24-R-126, seconded by Councilmember Michelle Watson.

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

Passed

- 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)

Mayor Gutierrez introduced Resolution 24-R-124.

Councilmember Mark Davis motioned to table Resolution 24-R-124, seconded by Councilmember Michelle Watson.

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

Passed

Mayor Gutierrez called for a Point of Privilege and recessed Regular Session at 7:29 p.m.

Mayor Gutierrez reconvened the meeting to Regular Session at 7:45 p.m.

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)

Senior Planner Samuel Haas presented the request for a Specific Use Permit to allow a Convenience Store with Gas Pumps on the subject property. 18 Public Notices were mailed; 24 responses in opposition were received. A petition was also received. A Public Notice was published in the SA Express on August 28, 2024. Denied by Planning and Zoning Commission with a 6-1 vote on August 7, 2024. Staff recommended approval of Ordinance 24-S-147.

Mr. Patrick Christenson provided a brief presentation to Council and asked for favorable consideration.

Public Hearing opened at 7:58 p.m.

The following residents spoke in opposition to the ordinance stating safety, health, and traffic concerns:

- Rod Fischer, 10224 Aurora Sky
- Lance Campbell, 10408 Pecan Branch
- Tim Dusek, 11517 Cypress Barn
- Elliott Lamboy, 11709 Cypress Barn
- Patricia Lucas, 10409 Pecan Branch
- Alex Smith, 11708 Cypress Barn
- Walter Allen, 10512 Pecan Branch
- Bill Hernandez, 11520 Cypress Barn
- Scott Gentry, 10413 Aurora Sky

Public Hearing closed at 8:22 p.m.

Mayor Gutierrez provided the following:

Council, residents, there are several items I would like to address.

First and foremost, we acknowledge your concerns regarding the proposed development of a convenience store with gas pumps. Your safety and well-being are always of the highest priority. As we know, property rights are fundamental to the autonomy and freedom of individuals, allowing them to control and make decisions regarding their land and assets. These rights include the ability to

determine how their property is used. The P & Z Commissioners face many challenges as they don't know what issues will arise during the Public Hearing and have limited time to analyze every detail. Fortunately, this council has the advantage of viewing the P & Z meeting, allowing us to research, examine, and address concerns thoroughly. Allow me to share my observations.

During the Planning and Zoning meeting, the commissioners were bombarded with the dangers of benzene. However, none of the commissioners opposed the SPECIAL USE PERMIT because of benzene. As one commissioner pointed out, a recent study has confirmed that benzene levels associated with the nearby gas station pose no health-related issues to the surrounding neighborhoods. My research has led to the same conclusion. In fact, Benzene is found in paint, detergent, hand soap, hand sanitizer, deodorant, hand cream, sunscreen, shampoo and conditioner. Many of us are unaware we come in contact with benzene on a daily basis. Low levels of benzene have been detected in fruits, vegetables, nuts, dairy products, eggs and fish which some of us have consumed. Home gas appliances such as stoves, ovens, dryers, and water heaters emit benzene. Yet, many are worried about the leakage of fumes from gas pumps located a distance away. Our fire department monitors all gas stations and ensures that emissions remain well below the limits set by health and safety regulations. Residents can be assured that the air quality in the area is safe and does not present any long-term health concerns.

It is critical to clarify a comment made by the Chair of the P & Z Commission. Where there is indeed a subdivision with a main access road leading to a gas station. This road is Woodland Oaks and connects to FM 3009. The current configuration under consideration is less impactful than the one at Woodland Oaks because the gas pumps are situated near Schaffer Road, away from the entrance to the subdivision. In reality, the access road from the subdivision is a city right of way easement. The HOA lacks the authority over it. Regardless of what is constructed, they will be confronted with the same obstacles: no ingress or egress from FM1518, unless TXDOT provides a curve cut. One item we must heavily consider: access to FM1518 is outside the applicant's control.

Many express concerns regarding property values. Consider this, property values in Mesa Oaks subdivision have increased over 37%, since the opening of the gas station. When it comes to home market values, it's important to understand that a nearby gas station is not a primary factor in determining property values. Real estate trends affecting the housing market consist of factors like supply and demand, and the economic conditions of the area. They play a much more significant role in influencing home values.

There is also no data to support the claim that gas stations are prime targets for crime in our area. Their high visibility and regular traffic make them less appealing to criminals who prefer to avoid detection. Regarding homeless individuals, we have no idea as to what lead to their situation or circumstances, but being homeless is not a crime.

This Public Hearing may have been avoided. The property is zoned for General Business, allowing the developer to build anything permitted under this category without any involvement or restrictions from city staff, the city council, or the HOA. During the P&Z meeting the neighboring HOA president said, and I quote “we have received a few requests from other developers to develop on the property in front, and I’ll deny them all because of access to our area, coming into Willow Grove”. The unwelcome development proposals were not aligned with your values or vision. The unwelcome development was not a convenience store with gas pumps, but it could have been a Burger Joint, Starbucks or a Dunkin Donuts. Now we have a development many of you find less suitable.

This development is not a tourist attraction or a feature destination in our city and will not increase traffic flow, but traffic will continue to increase due to the many housing developments in progress or planned. There are over 10K who reside in this area and over 3000 homes in future approved plans and a 350-unit multifamily complex. There are no gas stations in South Schertz, and council must focus on the overall benefits to the city and all its residents.

We must open your minds to the possibilities of what this convenience store and the 4 pad sites will provide. These neighborhood services will accommodate the growth in this area. This council will make the final determination regarding the Special Use Permit. And the responsibility will fall on my shoulders.

Mayor Gutierrez opened the floor to Council for discussion. Councilmembers expressed concerns regarding the appropriateness of this location for a gas station.

Mayor Gutierrez requested a motion to approve Ordinance 24-S-147.

Moved by Councilmember Michelle Watson, seconded by Councilmember Tim Brown

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

Failed

Workshop

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

Mayor Gutierrez opened the workshop for discussion and recognized Councilmember Davis, who stated that, based on the City attorney's advice, the City Council should recognize the Church of the Good Shepherd, possibly with a proclamation given their history with the Council Chamber. However, he did not think the Council Chamber should be open to the public as a rental facility for future events. Councilmember Brown stated he concurred with Councilmember Davis' statements regarding attorney

advice and not opening the Council Chamber for public use. Mayor Gutierrez agreed. No further action would be taken regarding this request.

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

Mayor Gutierrez recognized Deputy City Manager Brian James and Senior Planner Samuel Haas who presented information regarding the Texas Government Code regarding annexation of property near a military base. A special election for 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 would be required. Only property owners in the area to be annexed would vote on this proposition. Regardless of what individual property owners want, whichever option received the majority votes would apply across the board to all subject properties.

Mayor Gutierrez opened the floor to Council for discussion. Councilmember Brown asked for clarification on the election process. Councilmember Davis asked for this workshop because properties in South Schertz are not governed by the City, so owners can currently build in conflict with JLUS (joint land use study), jeopardizing JBSA Randolph's mission.

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

Mayor Gutierrez recognized Senior Planner Samuel Haas who presented information on impervious coverage standards and asked the Council for guidance going forward. Mayor Gutierrez opened the floor to Council for discussion. Mr. Haas and Mr. James fielded questions from Council. Councilmembers engaged in extensive conversation and offered suggestions to staff. Councilmember Brown summed it up with "Simplicity". Get rid of pools and pavers when calculating impervious cover.

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

Mayor Gutierrez recognized Finance Director James Walters who presented the July 2024 financial update to Council.

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

Mayor Gutierrez recessed to Closed Session at 9:56 p.m.

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

Mayor Gutierrez reconvened Regular Session at 10:16 p.m. and stated the discussion for Closed Session began at 10:03 p.m. and ended at 10:09 p.m.

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

Mayor Gutierrez made the motion authorizing the City Manager to enter into a contract and any other requirements or documents to purchase real property for an amount not to exceed \$250,000; seconded by Councilmember Paul Macaluso.

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

Passed

Information available in City Council Packets - NO DISCUSSION TO OCCUR

Requests and Announcements

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

No requests were made by the Mayor or Councilmembers for updates or information from Staff.

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

Councilmember Macaluso requested a workshop on PDDs.

- City and Community Events attended and to be attended (Council)

Councilmember Davis attended the TSAC meeting.

Councilmember Watson attended the Hog Wild Seminar.

Councilmember Macaluso attended an Interview Committee Meeting.

Councilmember Heyward attended the San Antonio Business Journal Luncheon where Chamber President Maggie Titterington received a Top Executive Award, Fajitas and Margaritas Ribbon Cutting at the Bluebonnet Palace, TML Budget and Audit Committee Meeting, Geofield Construction 20-year Anniversary, the Hog Wild Seminar, the Austin-San Antonio Growth Summit, and the Interview Committee Meeting.

Councilmember Brown attended the Fajitas and Margaritas Ribbon Cutting at the Bluebonnet Palace and the Hog Wild Seminar. He thanked the City Law Firm for providing this event.

Adjournment

Mayor Gutierrez adjourned the meeting at 10:19 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

DRAFT

MINUTES SPECIAL SESSION CITY COUNCIL MEETING September 24, 2024

A Special Session City Council Meeting was held by the Schertz City Council of the City of Schertz, Texas, on September 24, 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 Robert Westbrook; Councilmember Mark Davis; Councilmember Michelle Watson; Councilmember Paul Macaluso; Councilmember Allison Heyward; Councilmember Tim Brown

Absent: Councilmember Place 4 (Vacant)

Staff present: Chief of Police, Acting City Manager James Lowery; 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. (Mayor Gutierrez)

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

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.

No residents signed up to speak.

Discussion and Action Items

1. **Resolution 24-R-129-** Approving a Resolution to call for a Special Election on December 14, 2024, with Guadalupe County, Bexar County and Comal County and approving the Guadalupe County Election Contract stating that Guadalupe County will oversee the entire Runoff Election. (Mayor/Council/S.Edmondson)

Mayor Gutierrez recognized City Secretary Sheila Edmondson who presented the resolution to call for a Special Election to fill the Councilmember Place 4 vacancy on December 14, 2024, with Guadalupe, Bexar, and Comal Counties and approving the Guadalupe County Election Contract stating that Guadalupe County will oversee the Runoff Election for all counties.

Mayor Gutierrez opened the floor to Council for discussion.
No discussion took place.

Moved by Councilmember Allison Heyward, seconded by Councilmember Mark Davis

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

Passed

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

Mayor Gutierrez recognized Deputy City Secretary Sheree Courney who presented Resolution 24-R-124 to nominate candidates for the Guadalupe County Appraisal Board of Directors to be appointed for the 2025 term.

Mayor Gutierrez opened the floor to Council for discussion.

Mayor Pro-Tem Robert Westbrook nominated Leticia Sever.
Councilmember Allison Heyward nominated Daryl John.
Councilmember Paul Macaluso nominated Chris Evans.

Mayor Gutierrez asked for a motion to approve the nominees for the Guadalupe County Appraisal Board of Directors.

Moved by Councilmember Mark Davis, seconded by Councilmember Paul Macaluso

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

Passed

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

Mayor Gutierrez presented Resolution 24-R-125 to nominate candidates for the Bexar County Appraisal Board of Directors to be appointed for the 2025 term.

Mayor Gutierrez opened the floor to Council for discussion.

Councilmember Mark Davis nominated Dr. Roger Booker.
Councilmember Allison Heyward nominated Tammy Glascoe.

Mayor Gutierrez asked for a motion to approve the nominees for the Bexar County Appraisal Board of Directors.

Moved by Councilmember Michelle Watson, seconded by Councilmember Allison Heyward

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

Passed

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

Mayor Gutierrez presented Resolution 24-R-126 to nominate candidates for the Comal County Appraisal Board of Directors to be appointed for the 2025 term.

Mayor Gutierrez opened the floor to Council for discussion.

No nominations were made for candidates for the Comal County Appraisal Board of Directors.

Mayor Gutierrez made the motion to not submit nominations for the Comal County Appraisal Board of Directors; seconded by Councilmember Allison Heyward.

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

Passed

Adjournment

Mayor Gutierrez adjourned the meeting at 6:11 p.m.

ATTEST:

Ralph Gutierrez, Mayor

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: City Secretary
Subject: Resolution 24-R-139-Appointing Mr. Justin Murray to Cibolo Valley Local Government Corporation (CVLGC) (Mayor/S.Edmondson)

Attachments

Resolution 24-R-139

RESOLUTION 24-R-139

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS RE-APPOINTING JUSTIN MURRAY TO THE BOARD OF DIRECTORS PLACE D-2 OF THE CIBOLO VALLEY LOCAL GOVERNMENT CORPORATION, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City re-appoint Justin Murray to serve on the Cibolo Valley Local Government Corporation ("CVLGC") Board of Directors Place D-2 for another four-year term ending on September 30, 2028 (the "Term"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to re-appoint Justin Murray to the CVLGC Board of Directors Place D-2 for another four-year term; and

WHEREAS, Mr. Murray desires to serve on the CVLGC Board of Directors Place D-2; therefore,

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

Section 1 . The City Council hereby appoints Justin Murray to serve on the CVLGC Board of Directors, Place D-2 for the recommended four-year term ending September 30, 2028.

Section 2. The recitals contained in the preamble hereof are hereby found to be free, 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, TRMC
City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: Engineering
Subject: Resolution 24-R-128 - Accepting the semi-annual report on the progress of the Capital Recovery Capital Improvements Plan (B.James/K.Woodlee)

BACKGROUND

Section 395.058 (c) (4) of the Texas Local Government Code requires the Capital Improvements Advisory Committee (CIAC) to file semi-annual reports with respect to the progress of the capital improvement plan and report to City Council any perceived inequities in implementing the plan or imposing impact fees. Section 90-158 of the City's Code of Ordinances includes the same requirement. Active projects and associated expenses that are funded using Impact Fee Funds this period were as follows:

Water

- Corbett Ground Storage Tank
 - Expenses 1st Half FY24: \$695,289.34
 - Professional services - \$21,899.53
 - Construction - \$673,389.81
 - Status: Construction Phase.
- City-wide Water Master Plan and Impact Fee Update Study
 - Expenses 1st Half FY24: Professional services - \$2,281.60
 - Status: Water system model finalized, projected future demands applied, identification of capital improvement projects complete.
- Ware Seguin to Lower Seguin and Graytown to Pfeil Loop Lines
 - Expenses 1st Half FY24: Professional services - \$5,823.00
 - Status: Design and easement acquisition efforts continuing.

Sewer

- Woman Hollering Creek Wastewater Project
 - Expenses 1st Half FY24: \$462,515.44
 - Professional services - \$57,484.55
 - Construction - \$405,030.89
 - Status: Construction nearing completion - lift station has been delayed, but startup projected 1st half FY25.
- City-wide Wastewater Master Plan and Impact Fee Update Study
 - Expenses 1st Half FY24: Professional services - \$38,021.90
 - Status: Wastewater system model finalized, projected capacity demands based on future land use assumptions applied, identification of capital improvement projects complete.

Roadway

- Service Area 1
 - No Expenses 1st Half FY24
- Service Area 2
 - Expenses 1st Half FY24 - \$57,305.25 annual partial reimbursement to Babcock Road 165,

- Ltd., for cost of Ripps Kreuzler extension (\$147,771.64 remaining to be paid)
- Service Areas 3 and 4
 - No Expenses 1st Half FY24

GOAL

The goal of Resolution 24-R-128 is Council acceptance of the semi-annual report regarding capital recovery funds for the first half of fiscal year 2023-2024.

COMMUNITY BENEFIT

The benefit of the semi-annual report process and acceptance of the report is compliance with State law and the City's Code of Ordinances to ensure that capital recovery fees are being collected and spent appropriately.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 24-R-128 accepting the Capital Recovery Semi-Annual Report as recommended by the CIAC.

RECOMMENDATION

Approve Resolution 24-R-128.

Attachments

Resolution 24-R-128 with attachments

RESOLUTION NO. 24-R-128

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, ACCEPTING THE SEMIANNUAL REPORT WITH RESPECT TO THE CAPITAL RECOVERY CAPITAL IMPROVEMENT PLANS, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Capital Improvements Advisory Committee (CIAC) has reviewed the revenue and expenditures relating to the established Capital Recovery Fees in accordance with the Capital Improvements Plans for the City of Schertz; and

WHEREAS, the City Council accepts the Semiannual Reports as filed by the CIAC in accordance with Texas Local Government Code Chapter 395;

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

Section 1. The City Council hereby accepts the Capital Recovery Balance Report with respect to the Capital Improvement Plans for the City of Schertz, Texas, for the period between October 1, 2023 through March 31, 2024, as shown in the attached report and minutes of the September 4, 2024, City of Schertz Capital Improvements Advisory Committee meeting.

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

(CITY SEAL)

ATTACHMENT

CAPITAL RECOVERY IMPACT FEE REPORT

October 1, 2023 to March 31, 2024

**CITY OF SCHERTZ
CAPITAL RECOVERY IMPACT FEE REPORT
October 1, 2023 TO March 31, 2024**

	***** IMPACTS FEES *****		
	Water	Sewer	Total
Beginning Allocated Impact Fee Balance ¹	3,686,219.82	199,007.03	3,885,226.85
Net Change in Allocated Impact Fees	(695,289.34)	(46,737.44)#	(742,026.78)
Ending Allocated Impact Fee Balance	2,990,930.48	152,269.59 #	3,143,200.07
Beginning Unallocated Impact Fee Balance	5,352,852.76	1,287,903.58	5,408,319.98
Revenues:			
Impact Fees	596,350.00	473,506.28	1,069,856.28
Transfer In	0.00	0.00	0.00
Interest Earned	728.31	702.74	1,431.05
Investments Income	156,339.61	137,413.27	293,752.88
Expenses:			
Professional Services	2,281.60	38,021.90	40,303.50
Auditor/Accounting Services	0.00	0.00	0.00
Investment Mgt Fee - Sewer	0.00	0.00	0.00
Transferred Out	0.00	415,778.00	415,778.00
Construction	0.00	0.00	0.00
Total Revenue Over/(Under) Expense	751,136.32	157,822.39	908,958.71
Ending Unallocated Impact Fee Balance	6,103,989.08	1,445,725.97	7,549,715.05
Estimated Cost of Unfunded Projects			
Loop Lines	721,185.59		
Capital Impact Fee Study - Water	76,135.52		
Capital Impact Fee Study - Sewer		59,880.59	
Cibolo West Trunk Line		6,000,000.00	
Total Unfunded Project Costs	797,321.11	6,059,880.59	6,857,201.70
Unfunded Projects to Ending Unallocated Impact Fee Balance ²	5,306,667.97	(4,614,154.62)	692,513.35

¹ Allocated Impact Fee Balances only include Capital Recovery funds and not funds from any other source. It also assumes Capital Recovery Funds are used first when allocated.

² Negative Unfunded Projects to Ending Impact Fee Balance to be funded by future revenues or through othersources

Capital Recovery Water Projects

Capital Improvements Program	SE Quad Pump Station	SE Quad GST	SE Quad Elevated Tank	SE Quad Distribution Mains	NE Quad Distribution Mains	IH10 Corridor Distribution Mains
Original Cost Estimate	\$ 1,688,289	\$ 1,100,000	\$ 1,250,000	\$ 1,700,000	\$ 1,600,000	\$ 1,000,000
Current Project Designation	Corbett Ground Storage Tank	Corbett Ground Storage Tank- RL2	Corbett Elevated Tank - RL1	Loop Lines - WA1		
Current Cost Estimate		\$ 5,000,000	\$ 5,650,000	\$ 1,806,076		

Capital Recovery Funding/Allocation

2011						
2012						
2013			\$ 12,251.14			
2014			\$ 500.00			
2015			\$ 86,166.10			
2016			\$ 3,050,000.00			
2017						
2018						
2019			\$ 1,375,000.00			
2020						
2021		\$ 512,000.00				
2022		\$ 4,230,818.70				

Capital Recovery Funding Balance	\$ -	\$ 4,742,818.70	\$ 4,523,917.24	\$ -	\$ -	\$ -
Other Funding Sources	\$ -	\$ -	\$ 924,031.46	\$ 1,084,890.41	\$ -	\$ -
Total Project Funding Sources	\$ -	\$ 4,742,818.70	\$ 5,447,948.70	\$ 1,084,890.41	\$ -	\$ -

Project Annual Expenses

Second Half 2013			\$ 12,251.14			
First Half 2014			\$ 6.77			
Second Half 2014			\$ 2,081.13			
First Half 2015			\$ 980.00			
Second Half 2015			\$ 120,233.32			
First Half 2016			\$ 87,843.28			
Second Half 2016			\$ 22,763.75			
First Half 2017			\$ -			
Second Half 2017			\$ 40,403.20			
First Half 2018			\$ 6,248.00			
Second Half 2018			\$ 7,485.13			
First Half 2019			\$ 50,510.63			
Second Half 2019			\$ 1,994,741.24			
First Half 2020			\$ 1,385,858.48			
Second Half 2020			\$ 1,161,122.42			
First Half 2021			\$ 172,980.16			
Second Half 2021		\$ 114,254.48	\$ 91,433.48			
First Half 2022		\$ 154,707.22				
Second Half 2022		\$ 124,820.80				
First Half 2023		\$ 21,629.11		\$ 40,455.00		
Second Half 2023		\$ 641,187.27		\$ 80,810.00		
First Half 2024		\$ 685,310.64		\$ 5,823.00		
Total Expenses	\$ -	\$ 1,741,909.52	\$ 5,156,942.13	\$ 127,088.00	\$ -	\$ -

Allocated Impact Project Fee Balance	\$ -	\$ 3,000,909.18	\$ -	\$ -	\$ -	\$ -
Project Balance	\$ -	\$ 3,000,909.18	\$ 291,006.57	\$ 957,802.41	\$ -	\$ -

Project Status	Future	On Going	Complete	On Going	Future	Future
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Capital Recovery Sewer Projects

Capital Improvements Program	Final South Sewershed Master Plan	Town Creek Phase III	Town Creek Phase IV	Woman Hollering Creek STP PH II	South Schertz Trunk Lines and Lift Station	South Schertz Trunk Lines and Lift Station
Original Cost Estimate	\$ 15,000	\$ 659,126	\$ 1,000,000	\$ 600,000	\$ 9,600,000	
Current Project Designation		Town Creek Phase III - QA3		Crossvines Batch Plant Expansion - QA4	Woman Hollering Trunk Line - QA2/Q01	Cibolo West Truck Line
Current Cost Estimate		\$ 931,740		\$ 487,848	\$ 12,000,000	\$ 6,000,000.0

Capital Recovery Funding/Allocation

2011						
2012						
2013						
2014						
2015						
2016						
2017						
2018				\$ 487,848.00		
2019				\$ -		
2020						
2021					\$ 7,795,000.00	
2022						
2024					\$ 415,778.00	

Capital Recovery Funding Balance	\$ -	\$ -	\$ -	\$ 487,848.00	\$ 8,210,778.00	\$ -
Other Funding Sources		Bond 2007 \$ 931,739.74			Bond 2013 \$ 3,069,305.46	
Total Project Funding Sources	\$ -	\$ 931,739.74	\$ -	\$ 487,848.00	\$ 11,280,083.46	\$ -

Project Annual Expenses

First Half 2012						
Second Half 2012					\$ 82,262.17	
First Half 2013					\$ 49,861.30	
Second Half 2013		\$ 980.00			\$ 17,032.55	
First Half 2014		\$ 28,743.00			\$ 61,364.70	
Second Half 2014		\$ 46,690.62			\$ 34,775.84	
First Half 2015		\$ 5,858.72			\$ 5,382.50	
Second Half 2015		\$ 815,683.00			\$ 38,315.41	
First Half 2016		\$ 33,784.40			\$ 121,438.32	
Second Half 2016					\$ 83,983.26	
First Half 2017					\$ 6,220.00	
Second Half 2017					\$ 4,048.18	
First Half 2018					\$ 247,870.62	
Second Half 2018				\$ 68,609.20	\$ 212,479.83	
First Half 2019				\$ 225,595.33	\$ 56,860.59	
Second Half 2019				\$ 41,375.48	\$ 225,106.41	
First Half 2020				\$ -	\$ 98,737.52	
Second Half 2020				\$ -	\$ 143,307.30	
First Half 2021				\$ -	\$ -	
Second Half 2021				\$ -	\$ 16,123.52	
First Half 2022				\$ -	\$ 6,615.06	
Second Half 2022				\$ -	\$ 3,886,885.47	
First Half 2023				\$ -	\$ 3,715,891.65	
Second Half 2023				\$ -	\$ 1,703,004.22	
First Half 2024					\$ 462,515.44	
Total Expenses	\$ -	\$ 931,739.74	\$ -	\$ 335,580.01	\$ 11,280,081.86	\$ -

Allocated Impact Project Fee Balance	\$ -	\$ -	\$ -	\$ 152,267.99	\$ 1.60	\$ -
Project Balance	\$ -	\$ -	\$ -	\$ 152,267.99	\$ 1.60	\$ -
Project Status	Future	Complete	Future	On Going	On Going	Future

**CITY OF SCHERTZ
ROADWAY IMPACT FEE REPORT
October 1, 2023 TO March 31, 2024**

	***** ROADWAY IMPACTS FEES *****				
	Area 1	Area 2	Area 3	Area 4	Total
Beginning Allocated Impact Fee Balance	0.00	0.00	0.00	0.00	0.00
Net Change in Allocated Impact Fees	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Ending Allocated Impact Fee Balance	0.00	0.00	0.00	0.00	0.00
Beginning Unallocated Impact Fee Balance	1,061,487.37	681,048.07	1,262,722.62	6,403.04	3,011,661.10
Revenues:					
Impact Fees	202,178.83	110,519.53	728,607.50	0.00	1,041,305.86
Transfer In	0.00	0.00	0.00	0.00	0.00
Interest Earned	157.35	53.85	98.85	0.05	310.10
Investments Income	30,221.05	19,632.01	51,041.23	181.14	101,075.43
Expenses:					
Development Incentive Fund	0.00	57,305.25	0.00	0.00	57,305.25
Professional Services	0.00	0.00	0.00	0.00	0.00
Auditor/Accounting Services	0.00	0.00	0.00	0.00	0.00
Transferred Out	0.00	0.00	0.00	0.00	0.00
Contingency	0.00	0.00	0.00	0.00	0.00
Construction	0.00	0.00	0.00	0.00	0.00
RightOfWay/Easements	0.00	0.00	0.00	0.00	0.00
Total Revenue Over/(Under) Expense	<u>232,557.23</u>	<u>72,900.14</u>	<u>779,747.58</u>	<u>181.19</u>	<u>1,085,386.14</u>
Ending Unallocated Impact Fee Balance	1,294,044.60	753,948.21	2,042,470.20	6,584.23	4,097,047.24

ATTACHMENT B

CAPITAL IMPROVEMENT ADVISORY COMMITTEE

September 4, 2024, Meeting Minutes

CAPITAL IMPROVEMENT ADVISORY COMMITTEE MINUTES
September 4, 2024

The Schertz Capital Improvement Advisory Committee convened on September 4, 2024 at 6:00 p.m. at the Municipal Complex, Council Chambers, 1400 Schertz Parkway Building #4, Schertz, Texas.

Present: Glen Outlaw, Chairman; Richard Braud, Vice Chairman; Roderick Hector, Commissioner; Danielle Craig, Commissioner; Clayton Wallace, Commissioner; Judy Goldick, Commissioner; Bryan Jones, Commissioner

Absent: Tamara Brown, Commissioner; John Carbon, Commissioner; Patrick McMaster, Commissioner; Mark Peshorn, Commissioner

Staff
Present: Kathryn Woodlee, City Engineer
Emily Delgado, Planning Manager
Samuel Haas, Senior Planner
Daisy Marquez, Planner
William Willingham, Planner

1. CALL TO ORDER / ROLL CALL THE CAPITAL IMPROVEMENT ADVISORY COMMITTEE MEETING

Chairman Mr. Outlaw called the meeting to order at 6:00 P.M.

2. SEAT ALTERNATE TO ACT IF REQUIRED

Mrs. Craig and Mr. Wallace were seated as alternates.

3. HEARING OF RESIDENTS

This time is set aside for any person who wishes to address the Capital Improvement Advisory Committee. Each person should fill out the Speaker's register prior to the meeting. Presentations should be limited to no more than three (3) minutes. Discussion by the Committee 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.

No one spoke.

4. PUBLIC HEARING:

- A. Hold a public hearing, consider, and file the semi-annual report evaluating the progress of the City on achieving the capital improvements program and identifying any problems in implementing the plans or administering the capital recovery fees.

Kathryn Woodlee provided a presentation.

Chairman Mr. Outlaw opened the public hearing at 6:06 P.M.
No one spoke.

Chairman Mr. Outlaw closed the public hearing at 6:06 P.M.

Motioned by Commissioner Danielle Craig, seconded by Commissioner Bryan Jones to recommend approval to the City Council

Vote: 7 - 0 Passed

5. WORKSHOP AND DISCUSSION:

- A. Workshop and presentation on Water and Wastewater Capital Recovery Fees (Impact Fees)

Kathryn Woodlee provided a presentation.

6. ADJOURNMENT OF THE CAPITAL IMPROVEMENT ADVISORY COMMITTEE MEETING

Chairman Mr. Outlaw adjourned the regular meeting at 6:45 P.M.

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: Public Works
Subject: Resolution 24-R-138 - Authorizing expenditures with Prime Controls, LP at the Morning Dr. Water Facility for the SCADA Upgrade Project (B.James/L.Busch/N.Ferris)

BACKGROUND

The Morning Dr. Water Facility is a crucial part of the City of Schertz water system. The configuration of the site is two booster pumps, a ground storage tank and an elevated storage tank located nearby to the East. Currently, the controls and SCADA integration for the site are antiquated and no longer meet the needs of the Water Utilities Department for reliable and efficient operation. Many critical components such as the main controller of the site, the Programable Logic Controller (PLC) that automatically maintains the level in the elevated storage tank, the ground storage tank, pumps and communication to the SCADA system do not support modern security and operation standards. It also lacks any additional capacity to capture any additional data that is necessary to improve the operation and resiliency of the facility, including the status and operation of the new backup generator system. Over time, many of the functions of the site have failed or have been relegated to manual reading and recording of their statuses. Some of these include flow meter readings, motor faults, power failures, run times and pressure plane monitoring. Communications to and from the site are carried out over a legacy radio system that is also aging, considerably slower and lacks the security that modern options have as standard.

The objective of this SCADA & Controls Upgrade project is to correct the deficiencies in the current system at the Morning Dr. Water Facility, improve operational reliability and management efficiency and provide a foundation for future expansion of data collection and control. The proposal from Prime Controls is based off an outline created to account for all necessary functions and data points, including the status of the new automatic transfer switch, generator and future data collection points.

The City solicited Request for Proposals in 2023 for on-call SCADA services and City Council approved a contract with Prime Controls in November 2023. The annual not-to-exceed amount was increased to \$150,000, approved separately in Resolution 24-R-89 on August 6, 2024.

GOAL

To contract with Prime Controls, LP for this phase of the SCADA Upgrade Project.

COMMUNITY BENEFIT

Having a modern and reliable SCADA system at the Morning Dr. Water Facility will help provide better service to the city as well as providing a means for efficient operation and management.

SUMMARY OF RECOMMENDED ACTION

Approval of this resolution will allow the execution of the contract for the SCADA Upgrades Project at the Morning Dr. Water Facility.

FISCAL IMPACT

Prime Control's proposal is \$69,500, and staff is requesting a total not-to-exceed project amount of \$80,000. This project will be paid for using ARPA Funds identified for the SCADA Upgrades Project.

RECOMMENDATION

Approval of Resolution 24-R-138.

Attachments

Resolution 24-R-138

Prime Controls - Morning Drive SCADA Upgrades

RESOLUTION NO. 24-R-138

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES WITH PRIME CONTROLS, LP FOR THE MORNING DRIVE WATER FACILITY SCADA UPGRADES PROJECT AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Staff has a need to upgrade the existing SCADA and controls system at the Morning Dr Water Facility; and

WHEREAS, the City Staff has done due diligence in researching the system and component upgrades to our SCADA system to fits the needs of the department, to obtain the best pricing/availability, and to provide the best quality of service and equipment; and

WHEREAS, the City of Schertz has identified that Prime Controls, LP, the City's on-call vendor for SCADA services, is qualified to perform the work;

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

Section 1. The City Council hereby authorizes expenditures with Prime Controls, LP for the Morning Drive Water Facility SCADA Upgrades project in the amount of \$69,500 with a not to exceed amount of \$80,000 for this phase of the SCADA Upgrades project.

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



June 27, 2024

To: City of Schertz

Attn: Nick Ferris

Ref: Morning Dr. Booster & GST SCADA & Controls Upgrade
SCADA and Controls Work

PRIME CONTROLS PROPOSAL

Prime Controls is pleased to offer this proposal for the SCADA and Controls work associated with the referenced Morning Dr. Booster & GST SCADA & Controls Upgrade project as described hereafter. The offering is complete with the exception of those items specifically excluded within the “Exclusions” section of this proposal.

A. CONTROL PANELS AND MAJOR PRODUCTS

Material shall be furnished per plans and specifications. Major products and control panels to be furnished by Prime Controls include the following:

See Bill of Materials below further detailing the major products proposed.

ITEM	QTY	DESCRIPTION	REFERENCE
1.	1	Fully Assembled PLC Enclosure	COS SCADA Morning Dr. Upgrades Scope
2.	4	Serial to Ethernet Media Converters	COS SCADA Morning Dr. Upgrades Scope
3.	1	24VDC Uninterruptible Power Supply	COS SCADA Morning Dr. Upgrades Scope
4.	1	SSW07 Soft Starter Modbus Module	COS SCADA Morning Dr. Upgrades Scope
5.	1	Siemens Soft Starter CT Relay	COS SCADA Morning Dr. Upgrades Scope

B. SERVICES

Services to be provided by Prime Controls include the following major items:

ITEM	SERVICE
1.	PLC/HMI/SCADA System Software Development and Programming (Ignition Edge 8). Integrate into COS SCADA system utilizing MQTT protocol.

ITEM	SERVICE
2.	For Items Supplied by Prime Controls: a. Final Electrical Terminations to Control Panels and Field Instrumentation b. Final Coax Terminations for RF Devices
3.	Field Calibration, Check-Out and Start-Up Services
4.	Warranty Services: Prime Controls will provide a warranty on all services and hardware included with this proposal for 1 year upon project completion.

C. PROPOSAL EXCLUSIONS

The following items are not included in our pricing and shall be the responsibility of others:

ITEM	EXCLUSION
1.	Furnishing and installation of all electrical conduit, raceway, duct banks, wire, etc. required to connect instruments and associated panels.
2.	Furnishing and installation of all electrical power and specialty panels/products including switchgear, MCCs, distribution panels, AFD's/VFD's, disconnects, etc.
3.	Provision of radio, antenna, surge suppression and associated cabling provided by COS.

D. PROPOSAL CLARIFICATIONS

ITEM	CLARIFICATION
1.	Pricing does not include Sales Taxes or Bonding costs.
2.	Pricing shall be valid for 30 days only from proposal date.
3.	Pricing is based on the assumption that, once Prime Controls receives an order or Notice to Proceed, the project will proceed without interruption. Should any interruptions occur due to Force Majeure, Prime Controls reserves the right to adjust pricing accordingly.
4.	More information is needed regarding the integration of communication between SCADA and ATS / Generator.

E. PROPOSAL PRICING

Item	Description	Pricing
1	Delivery of Morning Dr. PLC Enclosure Shop Drawings	\$25,000.00
2	Delivery of Fully Assembled Morning Dr. PLC Enclosure	\$25,000.00
3	Morning Dr. PLC Enclosure Testing and Start-Up	\$19,500.00
Total Proposal Amount		\$69,500.00

We sincerely appreciate this opportunity and look forward to being of service for this work.
Thanks again and please feel free to call if there are any questions.

Sincerely,
Prime Controls, LP



Chad Kunkel
Project Manager
(214) 475-4029
c.kunkel@prime-controls.com

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: Facility & Fleet
Subject: Resolution 24-R-101 - Authorizing the purchase of various vehicles/equipment as part of the 2024-2025 Vehicle/Equipment Replacement/Acquisition program (B.James/D.Hardin/C.Hernandez)

BACKGROUND

Within each fiscal budget year, funds are allocated to purchase vehicles/equipment to add to or replace aging vehicles to maintain a good working fleet of City-owned vehicles/equipment. The Fleet Department has a multi-year replacement schedule that is reviewed annually and adjusted based on the usage and working conditions as well as for vehicles that had to be replaced unexpectedly the prior year. Exhibit A shows the emergency vehicles, light duty vehicles, and equipment to be purchased in FY 24-25.

Staff reached out to multiple vendors to obtain the best pricing for most of the vehicles/equipment.

GOAL

To authorize the City Manager to execute the purchase orders for the purchase of the vehicles listed in the Vehicle/Equipment Acquisition/Replacement program.

COMMUNITY BENEFIT

Having a current and operational fleet will provide all departments with the necessary vehicles and equipment to perform their assigned duties within the City of Schertz and reduce the maintenance cost of an aging fleet.

SUMMARY OF RECOMMENDED ACTION

Approval of this resolution will allow the purchase of the vehicles/equipment listed in the vehicle replacement program from the vendors listed in the resolution.

FISCAL IMPACT

The purchase of the vehicles and equipment will be funded through the City's General Fund, Water & Sewer, Drainage and Emergency Services funds. The fiscal impact of this project will be approximately \$2,093,750.00. These funds were approved in the FY 2024-2025 budget.

RECOMMENDATION

Approval of Resolution 24-R-101

Attachments

Resolution 24 R 101
Exhibit A 24-R-101

RESOLUTION NO. 24-R-101

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE EXPENDITURES ASSOICATED WITH THE FY 24-25 VEHICLE/EQUIPMENT REPLACEMENT/ACQUISITION PROGRAM AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Schertz Fleet Department has a need to purchase multiple vehicles, equipment as part of the Vehicle/Equipment Replacement/Acquisition Program; and

WHEREAS, the Schertz Fleet Department has done due diligence in researching what vehicle best fits the needs of the departments, to obtain the best pricing/availability, and to provide the best quality of vehicles/equipment; and

WHEREAS, the City of Schertz has chosen various Group Purchasing Cooperative Vendors, for the purchase the vehicles; and

WHEREAS, purchases under the cooperative programs meet the requirements under Subchapter C, Chapter 791.025 of the Texas Government Code, which states that a local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the City Manager to issue Purchase Orders to the awarded vendors.

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

Section 1.The City Council hereby authorizes expenditures of up to: \$271,200.00 with Silsbee Ford, \$232,050.00 with Gunn Auto Group, \$250,000.00 with Caldwell Country Ford/Chevrolet, \$107,000.00 with Tellus Equipment Solutions, \$25,000.00 with Hill Country Outdoor, \$69,500.00 with Sterling McCall, \$209,000.00 with Medic Built, \$109,000.00 with Cooper Equipment Company, \$346,500.00 with TYMCO, \$331,600.00 with Asphalt Zipper and \$142,900.00 with John Deere/RDO.

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 24-R-101

Silsbee						
Year	Description	Vehicle Cost	Outfitting Cost	Department	Co-op	Estimated Delivery Date
2024	Ford F350 Crew Cab Truck White	\$55,000.00	\$23,500.00	Public Works/Water SCADA	TIPS USA	2/28/2025
2024	Ford Explorer White	\$39,800.00	\$1,500.00	EMS/252	TIPS USA	2/28/2025
2025	Chevrolet 3500 CrewCab Truck White	\$47,400.00	\$18,600.00	Streets/S716	TIPS USA	4/30/2025
2025	Ford F350 Crew Cab Truck White	\$53,850.00	\$31,550.00	Public Works/EBR Dump Body	TIPS USA	4/30/2025
Total Expenditures		\$271,200.00				

Gunn Auto Group						
Year	Description	Vehicle Cost	Outfitting Cost	Department	Co-op	Estimated Delivery Date
2024	Chevrolet Silverado Reg Cab White	\$37,100.00	\$5,150.00	Water/EBR/Well Route Truck	Buyboard	12/1/2024
2025	Chevrolet Silverado Crew Cab Truck White	\$44,200.00	\$5,200.00	Water/EBR/Supervisor Truck	Buyboard	12/1/2024
2025	Chevrolet Silverado Crew Cab Truck White	\$46,900.00	\$4,200.00	Streets/S0115	BuyBoard	12/1/2024
2025	Chevrolet Silverado Crew Cab Truck White	\$44,200.00	\$4,500.00	Engineering/CE0713	Buyboard	12/1/2024
2024	Chevrolet Silverado Reg Cab White	\$36,900.00	\$3,700.00	Inspections/I0715	BuyBoard	12/1/2024
Total Expenditures		\$232,050.00				

Caldwell Country Ford/Chevrolet

Year	Description	Vehicle Cost	Outfitting Cost	Department	Co-op	Estimated Delivery Date
2025	Ford F550 Crew Cab Truck	\$64,500.00	\$185,500.00	Water/U04	BuyBoard	10/1/2025
Total Expenditures		\$250,000.00				

Tellus Equipment Solutions					
Year	Description	Price	Department	Co-op	Estimated Date of Delivery
2024	John Deere Gator HPX615E	\$15,700.00	Parks PK6015	Buyboard	1/31/2025
2025	John Deere 5105M Utility Tractor	\$91,300.00	Drainage D5615	Buyboard	4/30/2025
Total Expenditures		\$107,000.00			

Hill Country Outdoor					
Year	Description	Price	Department	Co-op	Estimated Date of Delivery
2024	1 Lazer Z Series 72" deck mower	\$14,000.00	Parks PK2916	Buyboard	10/31/2024
2025	1 Lazer Z Series 52" deck mower	\$11,000.00	Parks PK5019	Buyboard	11/29/2024
Total Expenditures		\$25,000.00			

Sterling McCall					
Year	Description	Price	Department	Co-op	Estimated Delivery Date
2024	Ford F450 Chassis only	\$69,500.00	EMS 280	HGAC	1/31/2025
Total Expenditures		\$69,500.00			

Medic Built					
Year	Description	Price	Department	Co-op	Estimated Delivery Date
2024	Ford F450 Chassis for remount	\$209,000.00	EMS 281	HGAC	5/31/2025
Total Expenditures		\$209,000.00			

Cooper Equipment Company					
Year	Description	Price	Department	Co-op	Estimated Date of Delivery
2024	Dynapac CA1300 PD Dirt Roller	\$109,000.00	Streets S48	Buyboard	11/15/2024
Total Expenditures		\$109,000.00			

TYMCO					
Year	Description	Price	Department	Co-op	Estimated Date of Delivery
2023	Model 600 DST Air Sweeper	\$346,500.00	Drainage D2615	HGAC	8/31/2025
Total Expenditures		\$346,500.00			

Asphalt Zipper					
Year	Description	Price	Department	Co-op	Estimated Date of Delivery
2024	720 XI Reclaimer Stabilizer	\$331,600.00	Streets S47	HGAC	3/1/2025
Total Expenditures		\$331,600.00			

John Deere/RDO					
Year	Description	Price	Department	Co-op	Estimated Date of Delivery
2024	320 P Backhoe Loader	\$142,900.00	Water/EBR	Sourcewell	1/15/2025
Total Expenditures		\$142,900.00			

FY 24-25 Expenditures **\$2,093,750.00**

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: Engineering
Subject: Resolution 24-R-82 - Authorizing an agreement with Lockwood, Andrews, and Newnam, Inc., for Engineering Services Related to a Route Study for the Cibolo West Wastewater Trunk Main (B.James/K.Woodlee)

BACKGROUND

The City of Schertz desires to construct a sanitary sewer system to collect and transport wastewater from the Cibolo West sewershed to the CCMA south water reclamation plant. Once constructed, the Cibolo West line will be a major gravity trunk main that will be between 15,000 and 20,000 feet long and will serve around 3,000 acres of land (length and area served to be refined during Study). The upper end of the line will accept flow that is currently conveyed to CCMA's O.J. Riedel Water Reclamation Plant via lift stations and force mains (Corbett and Saddlebrook). Wastewater flows will be intercepted and allowed to flow by gravity to the CCMA South Plant. Gravity sewer systems are substantially more cost-effective than pressurized systems. Operation and maintenance cost savings will be realized and will have significant positive impact on City resources.

Portions of that topographic sewershed lie within the certificated areas of convenience and necessity (CCNs) of the City of Schertz and Green Valley Special Utility District (GVSUD). The City and GVSUD, as part of a mediated settlement, have agreed to share the cost of a route study to be performed to establish the wastewater loading and alignment of the proposed route for the main. The Route Study and Analysis (the Study) will include master planning of the line, hydraulic modeling, opinions of probable construction cost and pre-design services to size and cost share the wastewater trunk main for the City and GVSUD.

The Cibolo West line has been on the City's Master Sewer Plan for many years, is part of the City's Comprehensive Capital Improvement Plan, and is identified as a project in the wastewater capital recovery capital improvement plan currently nearing completion.

Lockwood, Andrews, and Newnam (LAN) was contracted to complete the City's Water and Wastewater Master Plan and Impact Fee Update project that is currently nearing completion. As part of that project, LAN created, calibrated, and used a model of the City's existing wastewater infrastructure. The Cibolo West line is one of the future capital improvement projects included by LAN in the updated Wastewater Master Plan and modeled with others to address future growth projections. Staff identified LAN as the best qualified and situated engineering firm to complete this study for reasons of continuity and ease of use and knowledge of the model with which it will be evaluated.

GOAL

The goal of the route study for the Cibolo West Wastewater Trunk Main is to identify and analyze alternate alignments, determine the size of main needed based on current and projected development within the sewershed, estimate the cost of construction, and recommend appropriate cost sharing of construction and operation costs with GVSUD.

COMMUNITY BENEFIT

The City continues to experience tremendous growth. With that growth comes a demand for public utilities, including sanitary sewer. In order for the City to provide that service to as yet undeveloped areas within the City's CCN, trunk mains such as the nearly completed Woman Hollering Creek Wastewater Main and this proposed Cibolo West Line are critical and will serve as the main arteries for a wastewater system serving southern Schertz.

SUMMARY OF RECOMMENDED ACTION

Staff recommends authorization of the professional services agreement with LAN for the route study and analysis of the Cibolo West Wastewater Trunk Main.

FISCAL IMPACT

The Cibolo West Wastewater Main project, including this Study, will be funded by wastewater impact fees. In accordance with the settlement agreement between the City and GVSUD, the cost of the Study will be 50 percent funded by each entity. The contract amount is set at \$254,210.00 with a not to exceed of \$300,000.00. The Water Impact Fee balance is estimated to be \$785,000 as of September 30, 2024.

RECOMMENDATION

Approve Resolution 24-R-82.

Attachments

Resolution 24-R-82

Cibolo West Map

RESOLUTION NO. 24-R-82

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES WITH LOCKWOOD, ANDREWS, AND NEWNAM, INC., FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO A ROUTE STUDY AND ANALYSIS FOR THE CIBOLO WEST WASTEWATER TRUNK MAIN, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Staff of the City of Schertz (the City) has determine that the City requires professional services relating to a Route Study and Analysis (the Study) for the proposed Cibolo West Wastewater Trunk Main Project; and

WHEREAS, City Staff has determined that Lockwood, Andrews, and Newnam, Inc., (LAN) is uniquely qualified to provide such services for the City; and

WHEREAS, pursuant to Section 252.022(a)(4) of the Texas Local Government Code, the City is not required to seek bids or proposals with respect to a procurement for personal, professional, or planning purposes; and

WHEREAS, Green Valley Special Utility District (GVSUD) will share the cost of the Study in accordance with a mediated settlement agreement; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with LAN pursuant to an agreement in substantially the form attached, subject to minor changes approved by the City Manager and City Attorney; and

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement for Study and Report Professional Services with LAN in substantially the form set forth in Exhibit A in the amount of \$254,210 with a not to exceed \$300,000 expenditure for the Route Study and Analysis portion of the Cibolo West Wastewater Trunk Main Project.

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

(CITY SEAL)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR STUDY AND REPORT PROFESSIONAL SERVICES
CIBOLO WEST TRUNK MAIN ROUTE STUDY AND ANALYSIS**

**NOTE: THE CITY OF SCHERTZ, TEXAS HAS MODIFIED THIS DOCUMENT. THE
MODIFIED LANGUAGE IS INDICATED BY STRIKEOUT AND/OR UNDERLINING**



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AGREEMENT BETWEEN OWNER AND ENGINEER FOR STUDY AND REPORT PROFESSIONAL SERVICES

This is an Agreement between **the City of Schertz** (Owner) and **Lockwood, Andrews, and Newnam, Inc. (LAN)** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **the Cibolo West Trunk Main Route Study** (Project).

Owner and Engineer further agree as follows:

ARTICLE 1—ENGINEER'S SERVICES

1.01 Study and Report Services of Engineer

- A. Engineer's services under this Agreement are generally identified as
- B. **The Cibolo West Wastewater Trunk Main Route Study and Analysis** ("Study and Report Services").
- C. Engineer shall perform or furnish the Study and Report Services set forth in this Agreement, expressly including the Basic Services described in Article 1 of Exhibit A, Scope of Engineer's Study and Report Services, and any duly authorized Additional Services described in Article 2 of Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Owner shall:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Study and Report Services, including but not limited to design objectives and constraints; space, capacity and performance requirements; flexibility and expandability goals; security issues; any anticipated funding sources; and budgetary limitations.
- B. Furnish to Engineer all existing studies, reports, and other available information pertinent to the Engineer's performance of the Study and Report Services, including reports and data relative to previous investigations, designs, construction, or existing facilities at or adjacent to any Site under consideration.
- C. Following Engineer's assessment of initially-available Project data and information, and receipt of Engineer's advice regarding the need (if any) for additional Project-related data and information, either (1) authorize Engineer to undertake Additional Services necessary to obtain such additional Project-related data and information, or (2) obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related data and information. Such additional data and information would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility information, reports, and mapping.

4. Property, boundary, easement, right-of-way, topographic, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to a Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at a Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site(s), and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- D. Advise Engineer of the identity and scope of services of any independent consultants and contractors retained by Owner to perform or furnish services pertinent to the Study and Report Services.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement. Authorized representatives of the Engineer will be allowed access to the facilities on City premises at reasonable times to perform the obligations of the Engineer regarding such facilities. Engineer 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).
- F. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to any Site under study.
- G. Examine all Documents submitted by Engineer (and obtain the advice of an attorney, risk manager, financial advisor, insurance counselor, or other advisors or consultants as Owner deems appropriate with respect to such examination), and render in writing timely decisions pertaining to such Document submittals.
- H. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- I. Furnish (if necessary by retaining qualified specialists or consultants) accounting services; bond and financial advisory services; independent cost estimating; and insurance, risk management, and legal services, as required in support of Engineer's performance of its Study and Report Services.
- 2.02 Owner shall be responsible for all requirements and instructions that it furnished to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in

performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

- 2.03 Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
- A. any development that affects the scope or time of performance of Engineer's services;
 - B. the presence of any Constituent of Concern at any Site; or
 - C. any relevant, material defect or nonconformance in Engineer's services or Owner's performance of its responsibilities under this Agreement.

ARTICLE 3—SCHEDULE

3.01 Schedule for Rendering Services

- A. Engineer shall furnish the Report and any other Study and Report deliverables to Owner within a reasonable period of time.
- B. Owner shall review the Documents submitted by Engineer and provide one set of coordinated comments to Engineer within a reasonable period of time after Owner receives the Documents from Engineer.
- C. Engineer shall revise the Report and other deliverables and submit such Documents to Owner within a reasonable period of time of receipt of Owner's comments.
- D. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Study and Report Services is impaired, or such services are delayed or suspended, then the time for completion of Engineer's Study and Report Services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

ARTICLE 4—ENGINEER'S COMPENSATION

4.01 Invoices and Payments

- A. Invoices—Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Engineer shall also comply with the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A.
- B. Payment—As compensation for Engineer providing or furnishing Study and Report Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay—If Owner fails to make any payment due Engineer for Study and Report Services or expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts

due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend the Study and Report Services under this Agreement until Engineer has been paid in full all amounts due for such services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.B.

D. Reimbursable Expenses—Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.02.A or 4.02.B. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.1.

E. 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 Engineer.

1. All payments or expenditures made by the Owner under this Agreement are subject to the Owner'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 Engineer, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the Owner 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 Owner under applicable Texas law, subject to any applicable limitations or procedural requirements.

~~3.~~ In the event the Owner does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the Owner shall not be liable to Engineer for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Engineer, 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.

4.02 Compensation

A. Basis of Compensation—Basic Services

1. Hourly Rates. Owner shall pay Engineer for Basic Services as follows:

a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Basic Services.

b. Engineer's Standard Hourly Rates are attached as Appendix 1.

c. The total compensation for Basic Services and reimbursement of expenses is estimated to be **\$254,210**.

- B. Additional Services—For authorized Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged by Engineer's employees in providing the Additional Services, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

ARTICLE 5—TERMINATION

5.01 Termination for Cause

- A. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - 1. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- B. In addition to its termination rights in Paragraph 5.01.A, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.06.A.
 - 1. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

5.02 Termination for Convenience—Owner may terminate this Agreement at will and without cause upon not less than ten (10) days written notice to the Engineer for convenience, effective upon Engineer's receipt of notice from Owner.

5.03 Payments Upon Termination

- A. In the event of any termination under this Article 5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable Documents, whether completed or under preparation, subject to the provisions of Paragraph 6.04, at Owner's sole risk.
- B. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

- C. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.02.B.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standard of Care

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.02 Construction Costs; Project Costs

- A. Engineer's opinions (if any) of probable construction costs are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because of the limited and preliminary nature (1) of the Study and Report Services and (2) of any capital improvements described in any delivered Document, and because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction costs prepared by Engineer. If Owner requires greater assurance as to probable construction costs, then Owner agrees to obtain an independent cost estimate.
- B. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility or liability for the accuracy of any opinions of Total Project Costs.

6.03 Constructors' Work

- A. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at any Site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

6.04 Documents

- A. All Documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such Documents, whether or not the Project is completed.
- B. Owner may make and retain copies of Documents solely for Owner's information and reference in connection with the specific subject matter of the Documents, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents, and subject to the following limitations:
 - 1. Owner acknowledges that such Documents are not intended or represented to be suitable for use by Owner unless completed by Engineer;
 - 2. If Engineer has completed a Report under this Agreement, and received full payment for such Report, then Owner may furnish copies of the completed Report to Owner's consultants and design professionals for their reference in proceeding with design or similar services, provided that Owner informs such consultants and design professionals of Engineer's ownership interests in the Report, and includes with the Report all Engineer's written statements regarding the purpose, scope, use, and limitations of the Report;
 - 3. Owner acknowledges that the Documents are not design or construction documents;
 - 4. No Document shall be altered, modified, or reused by Owner or any third party for any purpose except with Engineer's express written consent;
 - 5. Any use, reuse, alteration, or modification of the Documents, except as authorized in this Agreement or by Engineer's written consent, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, subcontractors, and subconsultants;
 - 6. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, subcontractors, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any unauthorized use, reuse, alteration, or modification of the Documents; and
 - 7. Nothing in this paragraph shall create any rights in third parties.
- C. Owner and Engineer agree to transmit, and accept, the Documents and all other Project-related correspondence, text, data, drawings, documents, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

6.05 Waiver of Damages

- A. ENGINEER AGREES TO INDEMNIFY AND HOLD THE CITY OF SCHERTZ, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM, 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) TO THE EXTENT CAUSED BY THE WORK OR GOODS PERFORMED OR PROVIDED BY CONTRACTOR – EXPRESSLY INCLUDING

THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES OR TEXAS – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(A) OF THE TEXAS LOCAL GOVERNMENT CODE

AS APPLICABLE. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subcontractors, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. In addition:

Limitation of Liability. Owner and Engineer agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

Mutual Waiver of Consequential Damages. In no event shall either party under the Agreement be liable to the other party, whether in contract, warranty, tort, or otherwise, for any indirect, incidental, special or consequential damages of any kind or nature whatsoever.

6.06 General Provisions

- A. Constituents of Concern—The parties acknowledge that Engineer's Study and Report Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of the Study and Report Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Study and Report Services.
- B. 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. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- C. Governing Law—This Agreement is to be governed by the laws of the state in which the Project is located.

- D. Exclusions from Services—Engineer's Study and Report Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- E. Insurance—Engineer will maintain insurance coverage as set forth in Exhibit B, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to the project, for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability, and will provide certificates of insurance to Owner upon request.
- F. Successors and Assigns
1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.F.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- G. Beneficiaries—Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
- H. Subletting - The Engineer 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 Owner, 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 Owner in the subletting of any work shall not relieve the Engineer of any responsibility for work done by such subcontractor.
- I. Non-Collusion - Engineer represents and warrants that Engineer 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 Owner under this Agreement. Engineer further agrees that Engineer shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the Owner City pursuant to this Agreement) for any of the Work performed by

Engineer under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Engineer, Engineer shall immediately report that fact to the Owner and, at the sole option of the Owner, the Owner 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 Engineer under or pursuant to this Agreement.

- J. Compliance with Laws - The Engineer 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 Owner with satisfactory proof of compliance.
- K. 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.
- L. Non-Boycott of Israel - Pursuant to Section 2270.002 of the Texas Government Code, Engineer 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. Engineer 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.

- M. Non-Boycott of Energy - Pursuant to Texas Senate Bill 13 (2021), Engineer 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. Engineer shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.
- N. Non-Boycott of Firearm Entity - Pursuant to Texas Senate Bill 19 (2021), Engineer 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.
- O. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire - Engineer represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.
- P. 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. Engineers 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.

ARTICLE 7—DEFINITIONS

7.01 Definitions Used in this Agreement

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, or subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

- C. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or electronic form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, data, studies, models, and reports (including the Report referred to in Exhibit A).
- D. Site—One or more lands or areas that Engineer studies as the location or possible location of the Project.
- E. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including construction costs and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of construction costs), Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
- F. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at a Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

ARTICLE 8—AGREEMENT, EXHIBITS, ATTACHMENTS

8.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.02 Attachments:

- A. Exhibit A, Scope of Engineer’s Study and Report Services including Hourly Rates and Level of Effort

This Agreement's Effective Date is **[insert date]**.

Owner: City of Schertz

Engineer: Lockwood, Andrews, and Newnam, Inc.

(name of organization)

(name of organization)

By: _____
(authorized individual's signature)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: Steve Williams
(typed or printed)

Name: _____
(typed or printed)

Title: City Manager
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
1400 Schertz Parkway
Schertz, TX 78154

Address for giving notices:

Designated Representative:

Designated Representative:

Name: Kathryn Woodlee
(typed or printed)

Name: _____
(typed or printed)

Title: City Engineer
(typed or printed)

Title: _____
(typed or printed)

Address:
11 Commercial Place
Schertz, TX 78154

Address:

Phone: 210.619.1823

Phone: _____

Email: kwoodlee@schertz.com

Email: _____

EXHIBIT A

SCOPE OF ENGINEER'S STUDY AND REPORT SERVICES



PLANNING
ENGINEERING
PROGRAM MANAGEMENT

April 17, 2024

TEXAS

- AUSTIN
- COLLEGE STATION
- CONROE
- CORPUS CHRISTI
- DALLAS
- FORT WORTH
- FRISCO
- HOUSTON
- LAREDO
- SAN ANTONIO
- SAN MARCOS
- WACO

CALIFORNIA

- LOS ANGELES
- ORANGE
- SAN JOSE

ILLINOIS

- CHICAGO

MICHIGAN

- OKEMOS

Ms. Kathryn J. Woodlee, PE, CFM
City Engineer
City of Schertz
10 Commercial Place, Building 2
Schertz, Texas 78154

Re: Proposal for Professional Engineering Services
Cibolo Valley West Trunk Main Route Study and Analysis

Dear Ms. Woodlee:

Lockwood, Andrews, and Newnam, Inc. (LAN) is pleased to submit this updated proposal for engineering services to the City of Schertz and Green Valley Special Utility District for the above referenced project.

Scope of Services

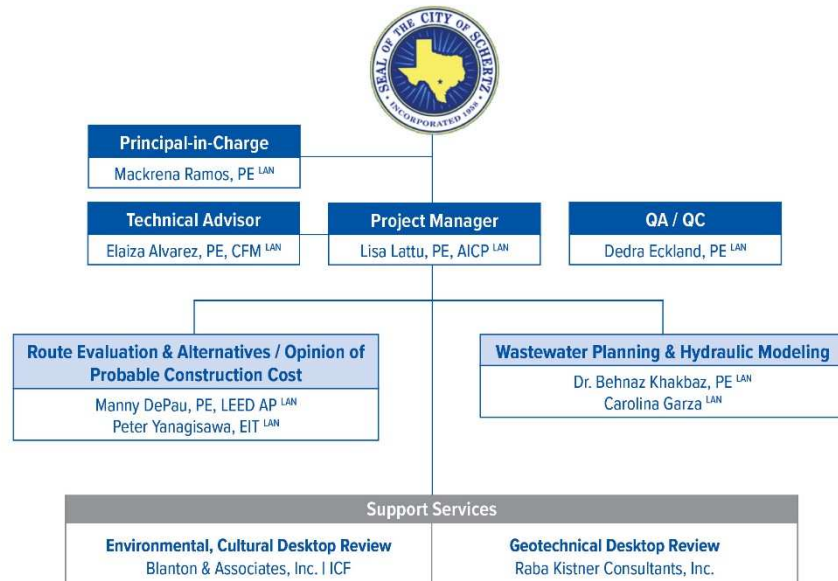
LAN proposes a scope of services of wastewater master planning, hydraulic modeling, opinions of probable construction cost and pre-design services to size and cost share a wastewater trunk main for the City and the Green Valley Special Utility District. The Cibolo Valley West Trunk Main Route Study and Analysis is further detailed in Attachment A.

Proposed Team

LAN proposes a team familiar with Schertz and the surrounding area. Lisa Lattu will lead the Project with Dr. Behnaz Khakbaz leading the Hydraulic Modeling and Elaiza Alvarez as Technical Advisor.

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY
407 S. Stagecoach
Suite 207
San Marcos, TX 78666
512.396.4040

lan-inc.com



Lockwood, Andrews
& Newnam, Inc.
A LEO A DALY COMPANY
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Proposed Fee Estimate and Schedule

LAN proposes to complete and bill these services on an hourly (time-&-material) basis not-to-exceed amount of \$254,210.00, including reimbursable expenses. **Table 1** provides an overview of the proposed fee estimate. A detailed breakdown is provided in **Attachment B – Level of Effort**.

April 17, 2024

Kathryn J. Woodlee, PE, CFM

LAN is ready to start working upon receipt of Notice-to-Proceed. The proposed schedule will be coordinated with you and, depending on work and site complexity, the number of days estimated may change. The estimated duration for each phase is noted in Table 1 with an anticipated project completion within 6 months.


Table 1

Phase	Fee	Schedule
Project Management	\$29,895	Continuous
Sewershed Evaluation	\$32,745	2 weeks
Route and Alternatives Analysis	\$56,360	3 weeks
Support Services	\$29,950	9 weeks*
Opinion(s) of Probable Construction Costs	\$16,750	2 weeks
Technical Memorandum	\$62,590	4 weeks
Presentations & Public Meetings	\$25,920	6 weeks
TOTAL	\$254,210	7 months

* Support Services schedule overlaps with OPCC and preparation of Draft Technical Memorandum.

We appreciate this opportunity to be of continued service to the City of Schertz. Should you have any questions or require additional information, please do not hesitate to contact me by phone 936.703.1001 via email.

Sincerely,
Lockwood, Andrews & Newnam, Inc.

DocuSigned by:

5AD03FA3EFD14D2...

Melissa C. Mack, P.E., PMP
Vice President, Principal

MCM:lk

Enclosures: Attachment A – Scope
Attachment B – Level of Effort

Cc: Brian James, Deputy City Manager
Larry Busch, Director of Public Works

Attachment A

BASIC SCOPE OF SERVICES

The City of Schertz (City) Cibolo Valley West Trunk Main Route Study and Analysis (Project) consists of engineering and support services including wastewater planning and analysis, hydraulic modeling, site reconnaissance, and constructability review to route, size, and calculating cost sharing for the future wastewater trunk main that will serve the City and the Green Valley Special Utility District (GVSUD) between the north/south watershed break near Schaeffer Road and the Cibolo Creek Municipal Authority (CCMA) Wastewater Treatment Plant, approximately 23,000 linear feet (LF). Based on the City's current Master Plan efforts, a 15-inch trunk main is anticipated to serve wastewater loads from the City only. The final trunk main size will be identified to serve but load for the City and GVSUD.

BASIC SERVICES for the Project include: (1) Project Management, (2) Sewershed Evaluation, (3) Route and Alternatives Analysis, (4) Support Services, (5) Opinions of Probable Construction Cost, and (6) Technical Memorandum, Presentations and Public Meetings.

SUPPORT SERVICES for the Project include (4.2.a) Desktop Environmental Review and (4.2.b) Desktop Geotechnical Review.

1. Project Management

LAN shall endeavor to provide efficient and effective use of LAN's and the City's time and resources. Following is a description of our Project Management services:

- 1.1 Attend a project kickoff/chartering meeting with the City, Project Manager, and other key staff to clarify scope, understand objectives, identify limitations and constraints, and ensure economical and functional deliverables that meet City requirements.
- 1.2 Manage all efforts of the project team, individual team members, and required sub-consultants throughout the Project and maintain appropriate records and documentation of Project decisions, modifications, activities, communication, correspondence, and schedules.
- 1.3 Prepare and submit a data request list for the City at the Kickoff Meeting.
- 1.4 Prepare and periodically update an overall project schedule to monitor the progress of the work and identify project deliverables and timing for City review meetings/workshops.
- 1.5 Provide invoices monthly including monthly progress reports documenting tasks completed, tasks in progress, activities scheduled during the next period, and pending deliverables. LAN will also clearly note the project progress relative to the baseline schedule and identify requirements of the City to keep the Project progressing as planned.
- 1.6 Conduct up to five (5) regular progress review meetings with the City and those personnel designated by the City for the purpose of reviewing progress, status, or study details.
- 1.7 Prepare a written Quality Assurance/Quality Control (QA/QC) plan specific to this project and provide a copy to the City at the beginning of the project. Provide appropriate quality control reviews by a qualified reviewer independent of the project team of reports, memoranda, documents, and other deliverables prior to submittal. QA/QC documentation will be available for the City throughout the duration of the project.

2. Sewershed Evaluation

- 2.1 LAN will collect and review relevant data (provided by City) for sewershed evaluation and model updates including GVSUD growth and wastewater loading projections for the 30-year planning horizon.

- 2.2 Update the model with the GVSUD collection points wastewater loading as well as peaking factor. Review model for accuracy and performance errors.
- 2.3 Review and correct trunk main deficiencies identified in the model based on Dry-Weather Flow and Wet-Weather Flow scenarios due to the additional GVSUD wastewater loading, including undersized lines, active or potential SSOs, and insufficient lift stations capacity. Lift stations will be avoided where possible. Future wet-weather modeling will be based on the existing Inflow & Infiltration (I&I) percentage and subsequent peaking factors experienced in the existing system.
- 2.4 Update the wastewater model to include and analyze the potentially viable route(s) for trunk main sizing. Assumes two (2) routes.
- 2.5 Conduct Quality Assurance and Quality Control in accordance with QA/QC plan.

3. Route and Alternatives Analysis

- 3.1 Collect and review relevant utility and treatment plant connection (provided by City) and coordinate site visit(s).
- 3.2 Obtain and review block maps for utilities and energy pipelines.
- 3.3 Review of aerial imagery and existing maps to evaluate possible conflicts and plan up to two (2) potentially viable route(s) for analysis.
- 3.4 Site Visit of potentially viable route(s) includes taking photos along the route(s) to document alignment considerations and identify most feasible route (1 site visit).
- 3.5 Prepare route map(s) for the potentially viable route(s).
- 3.6 Evaluate proposed pipe material and/or construction techniques (i.e., open cut versus trenchless).
- 3.7 Prepare high-level cost estimate for two (2) potentially viable routes. High-level cost estimate to be used as part of evaluation of alignments to designate Selected alignment.
- 3.8 Prepare decision matrix to evaluate potentially viable route(s) for stakeholders' selection. Selected alignment will advance for additional evaluation.
- 3.9 Conduct Quality Assurance and Quality Control in accordance with QA/QC plan.

4. Support Services

- 4.1 Evaluate and identify potential easements and access for Selected alignment.
- 4.2 Evaluate the Selected alignment for constructability including:
 - a. Desktop Environmental Review, and
 - b. Desktop Geotechnical Review.Desktop Review proposals for sub-consultants included as part of this Scope of Services attachment. Tasks includes review of reports by engineer.
- 4.3 Conduct Quality Assurance and Quality Control in accordance with QA/QC plan.

5. Opinions of Probable Construction Cost

- 5.1 Collect, review, and incorporate the latest construction pricing available from City/GVSUD, vendors, and local databases.
- 5.2 Prepare detailed Opinion of Probable Construction Cost (OPCC) for Selected alignment.
- 5.3 Prepare cost sharing percentage for the City and GVSUD based on pipe capacity for Selected alignment.
- 5.4 Conduct Quality Assurance and Quality Control in accordance with QA/QC plan.

6. Technical Memorandum, Presentations and Public Meetings

- 6.1 Prepare Draft Technical Memorandum illustrating and describing the potentially viable route(s), Selected alignment, and the associated OPCC and cost sharing.
- 6.2 Prepare and conduct a Draft Technical Memorandum workshop. Task includes preparation of workshop minutes. Attendance by Project Manager and one (1) additional staff member.
- 6.3 Prepare Draft Technical Memorandum review comment and response log and revise the Draft Technical Memorandum for presentation to the Public, City Council, and GVSUD Board.
- 6.4 Prepare Final Technical Memorandum to incorporate comments from the Public, City Council, and GVSUD Board meetings including Selected alignment, recommendation summary, potentially viable route(s) considered, OPCCs, cost sharing, decision matrix, and the complete Desktop Environmental and Geotechnical Reviews.
- 6.5 Conduct Quality Assurance and Quality Control in accordance with QA/QC plan.

7. Presentations and Public Meetings

- 7.1 Meet with City and GVSUD to discuss public meeting, prepare a presentation, and attend a public meeting to review the Project and Selected alignment as directed by the City and GVSUD. Attendance by Project Manager and one (1) additional staff member.
- 7.2 Host one (1) workshop with Schertz and GVSUD staff to review presentation and obtain feedback prior to finalizing presentation for City Council and GVSUD Board. Attendance by Project Manager and one (1) additional staff member.
- 7.3 Finalize presentation and attend one (1) City Council meeting to review the Selected alignment. Attendance by Project Manager and one (1) additional staff member.
- 7.4 Attend one (1) GVSUD Board meeting to review the Selected alignment. Assumes presentation prepared for City Council will be used for this meeting. Attendance by Project Manager and one (1) additional staff member.

Deliverables

LAN will provide the following Deliverables as part of the Basic Services of the Cibolo Valley West Sanitary Trunk Line Route Study and Analysis:

- Electronic Draft Technical Memorandum and Presentation
- Meeting and Workshop Minutes
- Final Technical Memorandum including Subconsultant Reports (Desktop Environmental and Geotechnical Reviews)
- Copies of SewerGEMS model data files and associated documentation developed as part of this study
- Modeling software is not included and can be purchased separately
- Digital copies of photographs taken as part of the project

Assumptions & Exclusions

- All documents and deliverables will be electronic.
- Progress Meetings will be held via video conferencing. In-person meetings will include the Kickoff Meeting, one (1) City Council, one (1) GVSUD Board, and (1) public meeting.
- City will provide the required data related to land use, growth assumptions, and projected wastewater loading and collection points for GVSUD.
- City will provide details concerning the location and connection to the CCMA Treatment Plant.
- Project will evaluate Cibolo Valley West trunk main and associated lift stations only.
- Treatment and supply facilities are excluded.
- Manhole survey and measure downs are excluded and will be provided by City.
- Inclusion of data for annexations or new developments after initiation of the work may require additional fee.
- No property access or right of entry letters will be necessary.
- Additional services, if required, can be provided under a separate authorization, and may include Topographical Survey, Subsurface Utility Engineering, Easements and Rights-of-Entree, Heritage Tree Survey or other Tree Protection work, or additional public meetings and/or presentations.
- Preliminary Construction Cost estimated at \$11,500,000 assuming \$500/LF for 23,000 LF of 15-inch trunk main.

FEE BASIS AND INVOICING

LAN proposes to perform these services on a time-and-materials, not-to-exceed basis. Invoicing will occur at no less that 30-day intervals. Sub-consultant tasks include a 10% mark-up.

RATE TABLE

The rates proposed for this project are as noted:

Principal - \$ 400
Senior Technical Expert - QA/QC - \$ 360
Senior Project Manager - \$ 345
Senior Modeler - \$ 305
Senior Project Engineer - \$ 305
Engineer - \$ 220
Graduate Engineer - \$ 150
Project Administrative - \$ 130

Attachment B - Level of Effort

ITEM NO.	Project Name: City of Schertz Cibolo Valley West Trunk Main Route Study and Analysis Date: April 17, 2024 Prepared By: Lockwood, Andrews & Newnam, Inc.	Principal	Sr Tech Expert QA / QC	Sr Proj Mgr	Sr Modeler	Sr Engineer	Engineer	Graduate Engineer	Project Admin.	Total Hours	Subconsultants and Expenses	Task Budget
		\$400	\$360	\$345	\$305	\$305	\$220	\$150	\$130	---	---	---
TASK		HOURS										TOTAL
Basic Services		26	71	198	110	146	188	68	16	823	\$18,220	\$ 254,210
1. Project Management		11	11	55	4	2	0	4	1	88		\$ 29,895
1.1	Attend a project kickoff/chartering meeting with the City, Project Manager, and other key staff to clarify scope, understand objectives, identify limitations and constraints.	2	3	6					1	12		\$ 4,080
1.2	Manage all efforts of the project team, team members, and required sub-consultants maintaining records and documentation of Project.	2	2	24						28		\$ 9,800
1.3	Prepare and submit a data request list for the City at the Kickoff Meeting.			3	2	2				7		\$ 2,255
1.4	Prepare and periodically update an overall project schedule to monitor the progress of the work and identify project deliverables and timing for City review meetings/workshops.			4				4		8		\$ 1,980
1.5	Provide monthly invoice and progress reports.	3		6						9		\$ 3,270
1.6	Conduct up to five (5) regular progress review meetings.	3	2	10	2					17		\$ 5,980
1.7	Prepare Quality Assurance/Quality Control plan.	1	4	2						7		\$ 2,530
2. Sewershed Evaluation		2	2	11	82	4	0	8	0	109		\$ 32,745
2.1	LAN will collect and review relevant data (provided by City) for sewershed evaluation and model updates including GVSUD growth and wastewater loading projections for the 30-year planning horizon.			1	4			2		7		\$ 1,865
2.2	Update the model with the GVSUD collection points wastewater loading as well as peaking factor. Review model for accuracy and performance errors.			2	8			2		12		\$ 3,430
2.3	Review and correct trunk main deficiencies identified in the model based on DWF and WWF scenarios due to the additional GVSUD wastewater loading, including undersized lines, active or potential SSOs, and insufficient lift stations capacity.	1		2	8			2		13		\$ 3,830
2.4	Update the wastewater model to include and analyze the potentially viable route(s) for trunk main sizing. Assumes 2 routes.	1		4	60	4				69		\$ 21,300
2.5	Conduct Quality Assurance and Quality Control in accordance with QA/QC plan.		2	2	2			2		8		\$ 2,320
3. Route and Alternatives Analysis		5	10	36	0	60	72	24	0	207		\$ 56,360
3.1	Collect and review relevant utility and treatment plant connection (provided by City) and coordinate site visit(s).			4		8	12			24		\$ 6,460
3.2	Obtain and review block maps for utilities and energy pipelines.			2		4	8			14		\$ 3,670
3.3	Review of aerial imagery and existing maps to evaluate possible conflicts and plan up to two (2) potentially viable route(s) for analysis.	1		8		16	16			41		\$ 11,560
3.4	Site Visit of viable routes, includes taking photos along the routes to document alignment considerations and identify most feasible route (1 site visit).			8		12	12			32	\$ 600	\$ 9,660
3.5	Prepare Route map(s) for the potentially viable route(s).	1		4		4	8	24		41		\$ 8,360
3.6	Evaluate proposed pipe material and/or construction techniques.	1	2	2		4	4			13		\$ 3,910
3.7	Prepare high-level cost estimate for two (2) potentially viable routes. High-level cost estimate to be used as part of evaluation of alignment.	1		4		8	8			21		\$ 5,980
3.8	Prepare decision matrix to evaluate potentially viable route(s) for stakeholders' selection. Selected alignment will advance for additional evaluation.	1		4		4	4			13		\$ 3,880
3.9	Conduct Quality Assurance and Quality Control in accordance with QA/QC plan.		8							8		\$ 2,880
4. Support Services		0	8	14	0	8	12	0	2	44		\$ 29,950
4.1	Evaluate and identify potential easements and access for Selected alignment.			4		4	12		2	22		\$ 5,500
4.2	Evaluate the selected alignment for constructability including desktop Environmental and Geotechnical studies		4	8		4				16	\$ 16,900	\$ 22,320
4.3	Conduct Quality Assurance and Quality Control in accordance with QA/QC plan.		4	2						6		\$ 2,130
5. Opinions of Probable Construction Cost		1	4	14	0	12	28	0	2	61		\$ 16,750
5.1	Collect, review, and incorporate the latest construction pricing available from City/GVSUD, vendors and local databases.			4		4	8		2	18		\$ 4,620
5.2	Prepare opinion of Probable Construction Cost (OPCC) for Selected alignment.			4		8	20			32		\$ 8,220
5.3	Prepare cost sharing percentage for the City and GVSUD based on pipe capacity for Selected alignment.	1		2						3		\$ 1,090
5.4	Conduct Quality Assurance and Quality Control in accordance with QA/QC plan.		4	4						8		\$ 2,820

Attachment B - Level of Effort

ITEM NO.	Project Name: City of Schertz Cibolo Valley West Trunk Main Route Study and Analysis Date: April 17, 2024 Prepared By: Lockwood, Andrews & Newnam, Inc.	Principal	Sr Tech Expert QA / QC	Sr Proj Mgr	Sr Modeler	Sr Engineer	Engineer	Graduate Engineer	Project Admin.	Total Hours	Subconsultants and Expenses	Task Budget	
		\$400	\$360	\$345	\$305	\$305	\$220	\$150	\$130	---		---	
	TASK	HOURS											TOTAL
	6. Technical Memorandum	4	16	36	24	44	72	32	11	239		\$ 62,590	
6.1	Prepare Draft Technical Memorandum illustrating and describing the potentially viable route(s), selected alignment, and the associated OPCC and cost sharing.	1		16	16	24	40	16	4	117		\$ 29,840	
6.2	Prepare and conduct a Draft Technical Memorandum workshop. Task includes preparation of workshop minutes. Attendance by Project Manager and one (1) additional staff member.	1	4	8	4	8	4		1	30		\$ 9,270	
6.3	Prepare Draft Technical Memorandum review comment and response log and revise the Draft Technical Memorandum for presentation to the Public, City Council, and GVSUD Board.	1		4	2	4	12	8	2	33		\$ 7,710	
6.4	Prepare Final Technical Memorandum to incorporate comments from the Public, City Council, and GVSUD Board meetings including Selected alignment, recommendation summary, other potentially viable routes considered, OPCCs, cost sharing, decision matrix, and the complete Desktop Environmental and Geotechnical Reviews.	1		8	2	8	16	8	4	47		\$ 11,450	
6.5	Conduct Quality Assurance and Quality Control in accordance with QA/QC plan.		12							12		\$ 4,320	
	7. Presentations and Public Meetings	3	20	32	0	16	4	0	0	75		\$ 25,920	
7.1	Meet with City to discuss public meeting and prepare a presentation and attend a public meeting to review the Project and Selected alignment as directed by the City. Attendance by Project Manager and one (1) additional staff member.	1	4	8		8	4			25	\$ 180	\$ 8,100	
7.2	Host one (1) workshop with Schertz staff to review presentation and obtain feedback prior to finalizing presentation for City Council and GVSUD Board. Attendance by Project Manager and one (1) additional staff member.		8	8						16	\$ 180	\$ 5,820	
7.3	Finalize presentation and attend one (1) City Council meeting to review the Selected alignment. Attendance by Project Manager and one (1) additional staff member.	1	4	8		8				21	\$ 180	\$ 7,220	
7.4	Attend one (1) GVSUD Board meeting to review the Selected alignment. Assumes presentation prepared for City Council will be used for this meeting. Attendance by Project Manager and one (1) additional staff member.	1	4	8						13	\$ 180	\$ 4,780	
	TOTAL LEVEL OF EFFORT											\$ 254,210	



April 4, 2024

Ms. Lisa Lattu, PE, AICP
Senior Project Manager
LAN-INC
407 S. Stagecoach Trail, Ste. 207
San Marcos, Texas 78666
Via email: LKLattu@lan-inc.com

Re: Environmental and Cultural Resources Scope of Work and Fee: City of Shertz Cibolo West Wastewater Trunk Main Project

Dear Ms. Lattu:

Blanton & Associates, Inc., a wholly owned subsidiary of ICF Jones & Stokes, Inc., (ICF) is pleased to present this proposal to conduct environmental and cultural resources services related to the City of Schertz Cibolo West Wastewater Trunk Main Project in Bexar County, Texas. ICF's scope of work is based upon our understanding of the information identified below.

PROPOSED PROJECT DESCRIPTION

The City of Schertz is planning to approximately 20,500 linear feet (LF) of 15-inch plus sewer trunk line as well as another nearly 2,500 LF of 10-inch collector. The project is at the route analysis and proofing stage of development, preceding 30% design. Based on spatial data provided by LAN to ICF, the proposed Cibolo West sewer trunk line for evaluation extends approximately 8,690 feet to the northwest along Trainer Hale Road/Weir Road, beginning north of its intersection with Interstate Highway 10, then inflects to the northwest across a largely agrarian landscape approximately 11,810 LF to its terminus at West Shaefer Road, near its intersection with Raf Burnette Road. The collector line intersects the trunk line approximately 3,630 feet south of its northern terminus, from where it extends to the southeast to an unnamed maintenance road and facility off of Ray Corbett Drive.

ICF's proposed scope of work consists of the following tasks to provide the environmental and cultural services necessary for route analysis at this time.

This proposal includes data that shall not be disclosed outside the Recipient and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in conjunction with—the submission of the data, the Recipient shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Recipient's right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction are contained in this volume and its appendices and attachments.

Environmental and Cultural Resources Scope of Work and Fee for the
City of Schertz Cibolo West Wastewater Main Trunk Project
April 4, 2024
Page 2

ENVIRONMENTAL AND CULTURAL RESOURCES REVIEW

Scope of Work

Federally Listed Species

ICF will conduct a literature and database review to determine whether federally listed threatened, endangered, or other protected species are of potential occurrence in or adjacent to the project area and, if so, whether they could be affected by the proposed project. This analysis will include a review of current lists and records of threatened, endangered, and species of concern and designated critical habitat provided by the U.S. Fish and Wildlife Service (USFWS). The Texas Natural Diversity Database will be reviewed to determine if threatened and endangered species and/or other sensitive natural resources have been documented in or near the project area. Examination of the mapped karst zones and karst invertebrate critical habitat will be included in the desktop review; however, preliminary evaluation indicates that the project area is within Zone 5, which includes areas that do not contain listed invertebrate karst species.

Water Resources

ICF will review maps and aerial photography to identify potential wetlands and other waters of the U.S. within the project boundaries. Sources evaluated in the desktop review will include Federal Emergency Management Agency (FEMA) National Flood Insurance Program flood hazard digital data and maps, USFWS National Wetlands Inventory (NWI) digital data and maps, U.S. Geological Survey (USGS) topographic maps, USGS soil maps and Soil Survey Geographic Database (SSURGO) data, georeferenced natural color and color-infrared aerial imagery, and other pertinent data.

Upon completion of the desktop review, ICF will decide which of the locations require completion of an on-site delineation of waters of the U.S., including wetlands, to identify and map wetlands, streams, and other potential waters of the U.S. The wetland delineation will follow the procedures outlined in the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual, the 2010 Great Plains Regional Supplement, and other applicable guidance. ICF will map the boundaries of the wetlands and other potential waters of the U.S. using a Global Positioning System (GPS) with sub-meter accuracy. ICF will also capture representative photographs of identified water features. Based on the results of the delineation and desktop review, ICF will make permitting recommendations. However, permitting and regulatory agency coordination pertaining to water resources are not included under this scope.

Historical and Cultural Resources

Based on information available at this time, ICF assumes that the proposed project would be sponsored by a political subdivision of the state (City of Schertz) and would be constructed within state or city-controlled and/or state- or city-owned land; therefore, compliance with the Antiquities Code of Texas (9 TNR §191) and associated state regulations (13 TAC § 26) regarding cultural resources would be required for the project. The Antiquities Code of Texas requires any political subdivision of the State of Texas, defined as a "local governmental entity created and operating under the laws of this state, including a city, county, school district, or special district created under the Texas Constitution, Article III, §52(b)(1) or (2), or Article XVI, §59" in 13 TAC §26.5 of the code, to identify potential State Antiquities Landmarks (SALs) through survey of public lands prior to actions that could potentially damage those SALs. Public lands are further defined in 13 TAC §26.3 as lands owned or controlled by the State of Texas or any of its political subdivisions. ICF assumes that the proposed project would not have

Environmental and Cultural Resources Scope of Work and Fee for the
City of Schertz Cibolo West Wastewater Main Trunk Project
April 4, 2024
Page 3

a federal nexus and that compliance with Section 106 of the National Historic Preservation Act would not be required.

Upon notice to proceed, ICF would conduct a desktop review to determine if previously recorded cultural resources occur in the project areas and vicinity and if a cultural resources survey is warranted. The review would include the project areas and a 0.25-mile study area buffer around the proposed project area. An ICF archeologist will review the Texas Historical Commission's (THC's) online restricted-access *Archeological Sites Atlas*, and an ICF historian would review the THC's online *Historic Sites of Texas Atlas* and the Texas Department of Transportation's *Historic Resources of Texas Aggregator*. The noted sources would be reviewed to identify previously recorded archeological sites, cemeteries, vicinity cemeteries (general areas where cemeteries have been reported but the exact locations are unknown), National Register of Historic Places-listed properties and districts, SALs, Recorded Texas Historical Landmarks, and Official Texas Historical Markers in or within 0.25-mile of the project area. ICF would present the findings of the background review, together with recommendations about the need for additional work (or no further work) in the project area, in a letter to the THC. The same document would request that the THC to evaluate and comment on ICF's findings and recommendations (e.g., concur or disagree). If the findings of the desktop review indicate cultural resources survey is warranted and the THC concurs with ICF's recommendations for further work, then ICF would complete the work under a separate scope and fee.

Report

The product of this effort will be a report that describes the methods, results, and recommendations for desktop review involved with federally listed species, water resources, and historical and archeological resources tasks. The report will include accompanying tables, attachments, maps, and documentation on coordination with THC for cultural resources.

Fee

ICF's total fee to provide the scope of work detailed in this proposal for environmental and cultural review is **\$12,369** on a lump sum basis.

ASSUMPTIONS FOR ENVIRONMENTAL AND CULTURAL RESOURCES REVIEW

- Field surveys and assessments are not included in this scope of work. If requested, ICF would submit a separate scope and budget to LAN for consideration.
- ICF assumes that the proposed project is not categorized as a federal undertaking.
- This scope of work does not include permitting or agency coordination other than specified herein. Should such permitting or agency coordination be required, ICF would submit a separate scope and budget to LAN for consideration.
- Preparation of a Waters of the U.S. Preliminary Jurisdictional Determination, Pre-Construction Notification (PCN), or permit application to the USACE is not included. If needed, a supplemental cost would be required.
- Preparation of a Biological Assessment, Section 7 Consultation assistance, or permit application to the USFWS is not included. If needed, a supplemental cost would be required.

Environmental and Cultural Resources Scope of Work and Fee for the
City of Schertz Cibolo West Wastewater Main Trunk Project
April 4, 2024
Page 4

- It is assumed the project will not impact federally listed T&E species, and no presence/absence surveys or coordination with USFWS or TPWD for protected species will be required. If it is determined that presence/absence surveys or coordination with USFWS or TPWD are required for this issue, a supplemental cost would be provided.
- ICF assumes the proposed project would be sponsored by a political subdivision of the state (City of Schertz) and is subject to compliance with the Antiquities Code of Texas (9 TNRC §191) and associated state regulations (13 TAC§ 26) regarding cultural resources.
- At this time, a federal trigger (funding, permitting/approval, or land ownership), which would require compliance with Section 106 of the National Historic Preservation Act (NHPA) and may include coordination with the U.S. Army Corps of Engineers, Fort Worth District (USACE) or other federal agencies, is not anticipated. If it is later determined that compliance with Section 106 of the NHPA and by extension coordination with a federal agency is required, such coordination will occur per the lead federal agency's protocols and be addressed under a separate scope and cost estimate.
- At this time, it is assumed the proposed project area consists of a baseline route of 20,500 linear feet (LF) of 15-inch plus sewer trunk line and another 2,500 LF of 10-inch collector pipeline.
- The cultural resources scope of work is limited to desktop review and submittal of a letter to the THC that summarizes the findings of the review, makes recommendations as to the need for additional work, and asks for the THC's concurrence on the findings and recommendations presented in the letter.
- It is assumed that one Cultural Resources letter will suffice for submission to the THC and one round of comments will be completed with this agency.
- The cultural resources scope of work does not include cultural resources surveys. If it is determined that cultural resources surveys are warranted and further work is requested by the City of Schertz, then these activities would be completed under a separate scope and fee.
- Archeological testing or mitigation of archeological sites are not included in the cultural resources scope of work. If it is determined that archeological testing or mitigation are required and further work is requested by the City of Schertz, then these activities would be conducted under a separate scope and fee.
- Human burial excavation/disinterment is not included in the cultural resources scope of work. If it is determined that burial excavation is required, these activities would be conducted under a separate scope and fee.
- Revisions to the project that occur after notice to proceed (i.e., changes to the project footprint, regulatory triggers, or nature of impacts) may require additional time and materials and will be billed at an additional cost outside of this current scope of work. If project changes require additional time and materials, ICF will submit a separate scope and cost estimate for consideration.
- This proposal and cost estimate are valid for 90 days.

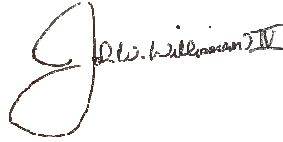
Environmental and Cultural Resources Scope of Work and Fee for the
City of Schertz Cibolo West Wastewater Main Trunk Project
April 4, 2024
Page 5

If this proposal is acceptable, please forward a Purchase Order or execute the attached Authorization to Proceed in **Attachment A** to initiate this work. Thank you for the opportunity to provide this scope of work and fee proposal. Do not hesitate to call me at 512-962-8515 or via e-mail at john.williamson@icf.com if you have any questions. We look forward to working with you all.

Sincerely,



Crystal Wood
Contracts Administrator
Blanton & Associates, Inc.



John W. Williamson IV
Project Manager
Blanton & Associates, Inc.

*Attachment A Authorization to
Proceed*

Agreement No. PNA23-006-00 Revised
March 19, 2024



Raba Kistner, Inc.
211 Trade Center, Suite 300
New Braunfels, TX 78130
www.rkci.com

P 830.214.0544
F 830.214.0627
F-3257

SCOPE AND FEE ESTIMATE

Project Name: Cibolo West Trunk Line – Desktop Study

Client: Lockwood, Andrews & Newnam, Inc. (LAN)

Project Description: A conceptual alignment (approximately 20,500 lineal ft) for the Cibolo West Trunk Line has been identified in the City of Schertz. Preliminarily, the trunk line may have a diameter of 15 inches +/- and may include an additional 10-inch collector line (approximately 2,500 lineal ft) that connects to the trunk line near the northern segment. The preliminary trunk line extends from Schaeffer Road and trends to the south and east towards Interstate 10. We assume that the trunk line will be near 10 to 15 ft below the existing ground surface.

Service to be Provided: Desktop Study - Fieldwork, drilling, and laboratory testing is not planned for this scope.

Raba Kistner's (RKI) goal is to improve our client's project performance by putting our extensive geotechnical engineering experience to work. Since 1968, we have developed a relatively extensive geotechnical database around the region, giving us unique, site-specific knowledge of ground conditions near the conceptual alignment. Along with the historic information in our internal database, RKI will perform a cursory review of the typical subsurface conditions in generalized geographic regions based on our review of available published geologic maps. Based on our opinion of the identified geographic regions and anticipated subsurface conditions, RKI will work with the team to develop preliminary recommendations and considerations for the preliminary alignment. Our desktop findings and discussions will be presented in a written report.

Exclusions: Client may provide or direct RKI to utilize or rely upon certain information in the performance of RKI's services. RKI will not conduct an independent evaluation of the accuracy or completeness of such information and RKI shall not be responsible for any errors or omissions in such information.

Agreement No. PNA23-006-00 Revised
March 19, 2024

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Schedule: Report presenting our findings within 2 weeks of Notice to Proceed.

Fee Estimate: \$2,950.00 (Lump Sum)

Authorization: Please return one signed copy of this Authorization Form to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

SIGNATURE:	X	DATE:	
PRINTED NAME:	Ms. Lisa K. Lattu, P.E., AICP		
COMPANY NAME:	Lockwood, Andrews & Newnam, Inc.		
COMPANY ADDRESS:	407 South Stagecoach Trail, Suite 207		
CITY, STATE, ZIP:	San Marcos, Texas 78666		
PHONE NUMBER:	512.396.4040	CELL NUMBER:	713.899.8015
E-MAIL:	LKLattu@lan-inc.com		

RABA KISTNER, INC.



Eric Neuner, P.E.
Division Practice Line Leader - Geotechnical

Attachments: I – Standard Terms and Conditions, and II – Schedule of Fees
Copies Submitted: Above (1 Electronic PDF Copy)

EXHIBIT B
INSURANCE

CITY OF SCHERTZ

INSURANCE REQUIREMENTS	
Worker's Compensation*	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Commercial General (Public) Liability insurance to include coverage for the following: <ul style="list-style-type: none"> a. Premises Operations b. Independent Contractors** c. Products/Completed Operations d. Personal Injury e. Contractual Liability 	For Bodily Injury and Property Damage of \$1,000,000 per occurrence. \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"> a. Owned/Leased Vehicles b. Non-owned Vehicles c. Hired Vehicles 	Combined Single Limit for Bodily Injury and property Damage of \$1,000,000 per occurrence
Professional Liability (Claims Made Form)	\$1,000,000 per claim to pay on behalf of the insured all sums, which the insured shall become legally obligated to pay as damages to the extent caused by any negligent act, error, or omission in the performance of professional services.
*Alternate Plans must be approved by CITY'S Risk Manager	
**If applicable	

All insurance policies are to contain or be endorsed to contain the following required provisions:

- The City of Schertz shall be named as an additional insured with respect to General Liability and Automobile Liability (not applicable to workers' compensation and professional liability policies);
- A waiver of subrogation in favor of The City of Schertz shall be contained in the Workers Compensation and all liability policies;
- 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.
- 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.

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.

Exceptions to these requirements may be made at the City's discretion.

Exhibit “A”

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional 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 Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional 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, Professional 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. Professional 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 Professionals 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, Professional 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 Professional’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 B 655 Main Street Tampa, FL 33333-0000		CONTACT NAME: PHONE (Area No., Ext): FAX (Area No., Ext): ADDRESS:															
INSURED C XYZ Company 123 Apple Street Tampa, FL 22222-0000		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Insurance Carrier D</td> <td>00000</td> </tr> <tr> <td>INSURER B: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER C: Insurance Carrier</td> <td>00000 E</td> </tr> <tr> <td>INSURER D: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER E: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER F: Insurance Carrier</td> <td>00000</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Carrier D	00000	INSURER B: Insurance Carrier	00000	INSURER C: Insurance Carrier	00000 E	INSURER D: Insurance Carrier	00000	INSURER E: Insurance Carrier	00000	INSURER F: Insurance Carrier	00000
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INSURER E: Insurance Carrier	00000																
INSURER F: Insurance Carrier	00000																

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.

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
F GENERAL LIABILITY G <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y Y	X123456 M	01/01/1000 N	01/01/1000	EACH OCCURRENCE \$ 1,000,000 O DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
AUTOMOBILE LIABILITY I <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWN AUTOS J	Y Y	123456789	01/01/1000	01/01/1000	ACQUIRED/SOLELY LIMIT (Ea occurrence) \$ 1,000,000 BODILY INJURY (Pw person) \$ BODILY INJURY (Pw accident) \$ PROPERTY DAMAGE (Pw accident) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS K	Y Y				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in TX) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A Y	01234	01/01/1000	01/01/1000	<input checked="" type="checkbox"/> WC STATUTORY LIMITS 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 1011, Tax. Ins. Code (SB 426 enacted by Texas Legislature 02(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 AUTHORIZED SIGNATURE REQUIRED HERE S
--	--

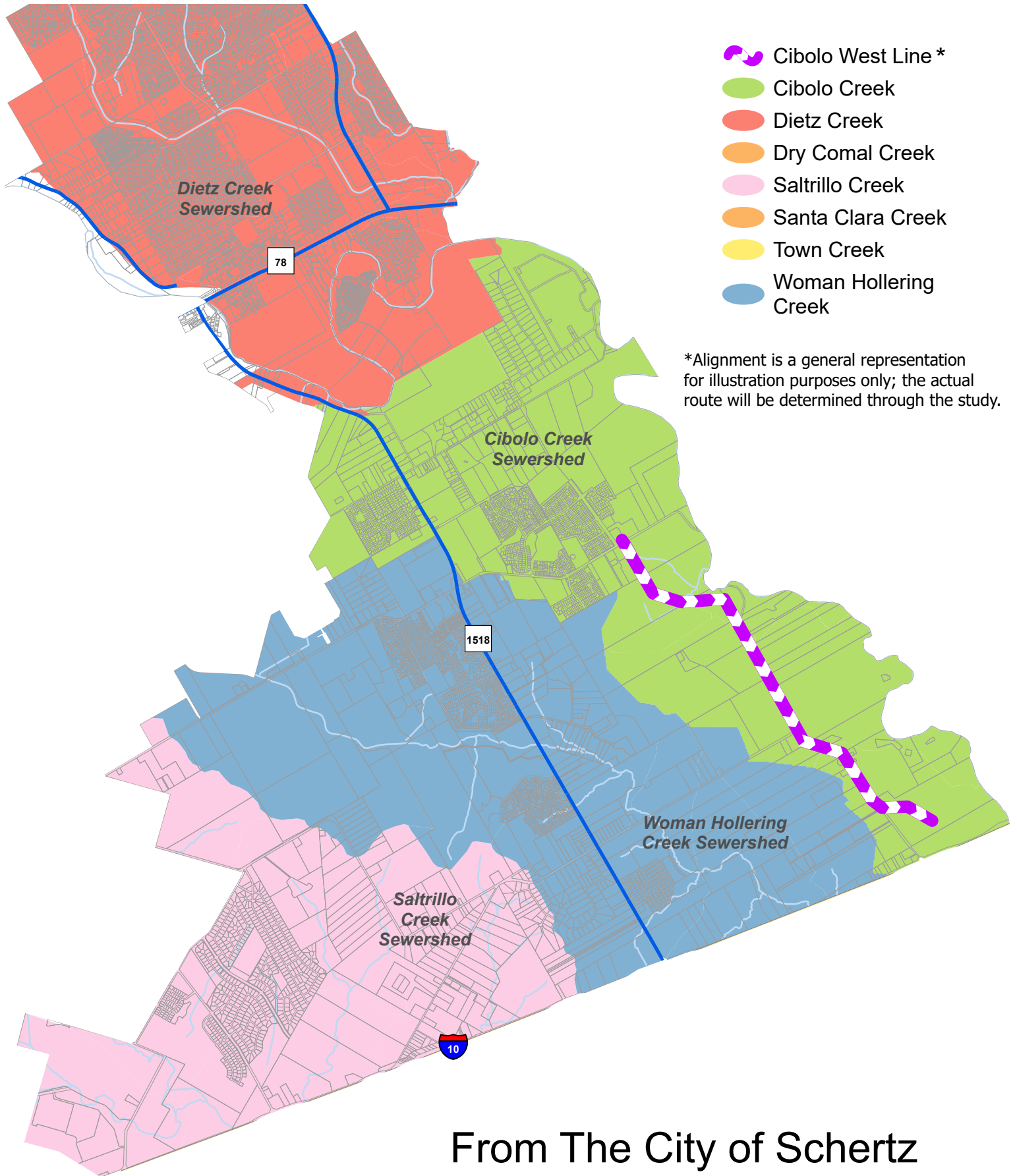
(Instructions for completing and submitting a certificate to the City of Schertz)

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 Professional 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 “B”

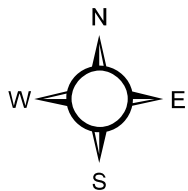
EVIDENCE OF INSURANCE



-  Cibolo West Line *
-  Cibolo Creek
-  Dietz Creek
-  Dry Comal Creek
-  Saltrillo Creek
-  Santa Clara Creek
-  Town Creek
-  Woman Hollering Creek

*Alignment is a general representation for illustration purposes only; the actual route will be determined through the study.

From The City of Schertz Master Sewer Plan



CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: Police Department
Subject: Resolution 24-R-135 - Authorizing an Interlocal Purchasing Agreement with City of Cibolo for Cooperative Purchasing Services (S.Williams/J.Lowery)

BACKGROUND

In 2023, the City published an RFP for a new Police Records Management System (RMS). Seven proposals were received and evaluated by key stakeholders (PD and IT). The top three ranked firms were invited for demonstrations. Staff determined that Tyler Technologies could provide the best value to the City and Council approved Resolution 23-R-121 on December 19, 2023, authorized a contract with Tyler. The City of Cibolo Police Department is in the early stages of CAD replacement and has requested to use Schertz's procurement of the Tyler RMS system to satisfy their requirements for a competitive bidding process.

Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government, and stipulates that a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services.

GOAL

The goal of this interlocal purchase agreement will allow both cities to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code.

COMMUNITY BENEFIT

Texas local governments are able to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services or equipment. Additionally, with Cibolo implementing Tyler RMS, the cities would be able to ensure police records are easily shared for intelligence and enforcement initiatives for both communities.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 24-R-135.

RECOMMENDATION

Approval of Resolution 24-R-135.

Attachments

Resolution 24-R-135 with attachments

RESOLUTION NO. 24-R-135

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL PURCHASE AGREEMENT WITH THE CITY OF CIBOLO FOR COOPERATIVE PURCHASING SERVICES AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, the City of Cibolo has requested to enter into an interlocal purchase agreement to access contracts negotiated and awarded by City of Schertz, pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code;

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 purchase agreement with the City of Cibolo for cooperative purchasing services as set forth in Exhibit A.

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

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

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

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

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject

matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

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

PASSED AND ADOPTED, this _____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Sheila Edmondson

(CITY SEAL)

EXHIBIT A

Interlocal Purchasing Agreement with the City of Cibolo

**INTERLOCAL PURCHASE AGREEMENT
BETWEEN THE CITY OF CIBOLO
AND CITY OF SCHERTZ**

This Interlocal Purchase Agreement (the "Agreement") is entered into by the City of Cibolo ("City") and the CITY OF SCHERTZ acting by and through their respective signature authorities, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code, for the purpose of participating in cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, the Parties are local governments as that term is defined in Section 271.101(2) of the Texas Local Government Code; and

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services or equipment; and

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, the Parties, acting by and through their respective governing bodies, adopt the foregoing premises as findings of said governing bodies.

NOW, THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

**ARTICLE I.
PURPOSE**

1. The purpose of this Agreement is to establish a cooperative purchasing program between the Parties which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services. Each Party, in contracting for the purchase of supplies, materials, equipment, and services agrees, at its discretion, to extend competitively procured contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors. This Agreement does not create a partnership, association, joint venture, or trust.

**ARTICLE II.
TERM**

2. This Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date"). The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date. Thereafter, unless sooner terminated or superseded by a supplemental agreement as provided herein, the term of this Agreement shall automatically renew for successive periods of one (1) year each pursuant to of the TEX. GOV'T CODE §791.011(f), each renewal period being under the same terms and conditions of this Agreement.

**ARTICLE III.
TERMINATION**

3. A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Party. However, termination of this Agreement by a Party shall not terminate an existing contract between a Party and a vendor although the terms of the existing contract may not be revised once the withdrawal has occurred.

**ARTICLE IV.
PURCHASING**

4.A. **Vendor Consent to Cooperative Purchasing:** Each Party that enters into a contract with a vendor for goods and/or services ("Originating Party") may attempt to obtain the vendor's agreement to offer those goods and services to the other Party and other local governments for the same price and on the same terms and conditions as have been offered to the Originating Party. If the vendor so agrees, and if the Party is agreeable to such terms and conditions, the Party may enter its own separate contract with the vendor for the purchase of such goods or services ("Purchasing Party"). Execution of this Agreement does not obligate either Party to make any purchase, to pay any membership fee, or to otherwise in any manner incur a cost or obligation.

4.B. **Purchasing:** Each Party will designate a person to act on their behalf in all matters relating to the cooperative purchasing program. The Parties will make payments directly to vendors under the contracts made under Chapter 271, Subchapter F, Texas Local Government Code. The Purchasing Party shall be responsible for its own ordering, inspections, and acceptance of goods and services. The Purchasing Party shall have the responsibility of determining whether the vendor has complied with provisions in the Purchasing Party's contract with vendor, including, but not limited to, those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement. The Originating Party is not responsible or liable for the performance of any vendor used by the Purchasing Party as a result of this Agreement.

4.C. **Freedom to Contract:** Nothing in this Agreement shall prevent a Party from advertising for and awarding contracts for goods or services separate and apart from this Agreement, nor shall either Party be obligated to purchase goods or services from a contract awarded pursuant to this Agreement.

4.D. **As Is:** The Purchasing Party takes all agreements, contract terms and procurement of the vendor by the Originating Party "as-is" and with all faults, and Originating Party makes no representation as to the validity or enforcement of any procurement method or contract.

ARTICLE V. CURRENT REVENUE

5. The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum, or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement and that any debt created through a purchase shall be the sole obligation of the purchasing Party and no obligation or liability for such debt shall be a liability or obligation of the other Party.

ARTICLE VI. FISCAL FUNDING

6. The financial obligations of the Parties, if any, under this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

**ARTICLE VII.
MISCELLANEOUS**

7.A. **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

7.B. **Amendment**: This Agreement may be amended by the mutual written agreement of the Parties.

7.C. **Severability**: In the event 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

7.D. **Governing Law**: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Guadalupe County, Texas.

7.E. **Entire Agreement**: This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by 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.

7.F. **Recitals**: The recitals to this Agreement are incorporated herein.

7.G. **Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

7.H. **No Assignment**: The Parties may not assign or transfer their rights under this Agreement.

7.I. **Compliance with Law**: Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.

7.J. **No Waiver of Rights**: Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.

This Interlocal Agreement is executed to be effective the date of the last party to sign.

CITY OF CIBOLO

By: Wayne Reed
Printed Name: Wayne Reed
Title: City Manager
Date: July 24, 2024

CITY OF SCHERTZ

By: _____
Printed Name: _____
Title: _____
Date: _____

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: Police Department
Subject: Resolution 24-R-136 - Accepting a grant award from the Motor Vehicle Crime Prevention Authority and authorizing expenditures with Insight Public Sector, Inc. for the Flock Camera System (S.Williams/J.Lowery)

BACKGROUND

The Schertz City Council approved Resolution 23-R-107 on September 3, 2024, to accept a grant from the Motor Vehicle Crime Prevention Authority aimed at reducing motor vehicle burglaries and catalytic converter thefts. The MVCPA (granting agency) requested that the City amend the previously approved resolution to include additional verbiage required by the grant program. For that reason, this resolution will repeal and replace Resolution 23-R-107.

Under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43, Part 3, Chapter 57, eligible entities can receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for auto theft enforcement teams and to address motor vehicle burglaries. This grant program will help combat motor vehicle burglary and catalytic converter thefts in the jurisdiction.

The City recommends accepting the FY25 grant award and using all funds to purchase the Flock Camera System from Insight Public Sector, Inc., an Omnia Partners cooperative vendor. Purchases made in accordance with Texas Local Government Code Chapter 271, Subchapter F and the City of Schertz Purchasing Policy satisfy the requirement of a local government to seek competitive bids for the purchase of goods or services.

GOAL

Mitigation of motor vehicle burglaries, including catalytic converter thefts.

COMMUNITY BENEFIT

The Flock Safety Camera System is designed to capture license plate numbers and vehicle details, which can be crucial in solving crimes. Providing real-time data and alerts on stolen vehicles, wanted suspects, or vehicles involved in crimes can help law enforcement quickly identify and apprehend offenders. This program utilizes installed cameras at strategic locations and business/private citizen cameras who sign up and elect to participate. Flock Safety systems frequently entail collaborative partnerships with communities, wherein neighborhoods and businesses work in conjunction with law enforcement to implement and sustain surveillance cameras. This engenders a communal sense of accountability and cooperation in endeavors to prevent criminal activities. The conspicuous presence of surveillance cameras can serve as a deterrent to illicit behavior. The awareness that their conduct is under observation and documentation can dissuade potential offenders from perpetrating crimes in areas encompassed by the system. The system's adaptability enables coverage of diverse locales, ranging from small residential areas to expansive urban regions. Its versatility empowers law enforcement to customize the deployment to address specific crime hotspots or areas of concern.

SUMMARY OF RECOMMENDED ACTION

The capacity of the system to store and categorize footage enables law enforcement officers to efficiently review and search for pertinent information. This capability significantly reduces the time dedicated to investigations, allowing officers to allocate their time and resources more effectively. The implementation of Flock Safety cameras can heighten the sense of security within a community. The presence of monitoring and deterrent systems can provide reassurance to residents and potentially lead to a decrease in crime rates. The Flock Safety cameras utilize high-resolution images and advanced machine learning algorithms, ensuring the accuracy and reliability of the captured data. This precision is essential for law enforcement in constructing cases and presenting evidence.

FISCAL IMPACT

The Flock Camera System will be purchased from Insight Public Sector, Inc. for \$89,350. The City will pay \$15,190 (approximately 17% of total cost) and the remaining amount will be reimbursed by the granting agency. The City's portion (\$15,190) will be paid from FY24 funds and the remaining amount (\$74,160) will be paid from FY25 funds (and then reimbursed).

RECOMMENDATION

Approval of Resolution 24-R-136.

Attachments

Resolution 23-R-136 with attachments

Flock Camera Quote - Insight

RESOLUTION NO. 24-R-136

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS ACCEPTING A GRANT AWARD FROM THE MOTOR VEICLCE CRIME PREVENTION AUTHORITY TO MITIGATE MOTOR-VEHILCE BURGLARIES, CATALYTIC CONVERTER THEFTS, AND AUTHORIZING EXPENDITURES WITH INSIGHT PUBLIC SECTOR, INC. FOR THE FLOCK CAMERA SYSTEM AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Schertz City Council approved Resolution 23-R-107 on September 3, 2024, accepting a grant award from the motor vehicle crime prevention authority to mitigate motor-vehicle burglaries, catalytic converter thefts; and

WHEREAS, this Resolution will repeal and replace Resolution 23-R-107; and

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat motor vehicle burglary in the jurisdiction; and

WHEREAS, this grant program will assist this jurisdiction to combat motor vehicle burglary and catalytic converter thefts; and

WHEREAS, the City of Schertz has agreed that in the event of loss or misuse of the grant funds, the City of Schertz assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority; and

WHEREAS, Schertz desires to accept the FY25 grant award and use all funds for purposes in compliance with the grant program requirement, and purchase the Flock Camera system from Insight Public Sector, Inc., an Omnia Partners cooperative vendor; and

WHEREAS, purchases of materials, supplies, goods, services or equipment made in accordance with Texas Local Government Code Chapter 271, Subchapter F and the City of Schertz Purchasing Policy satisfy the requirement of a local government to seek competitive bids for the purchase of the goods or services;

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

Section 1. The City Council hereby accepts the grant from the Motor Vehicle Crime Prevention Authority and designates Steve Williams, Schertz City Manager, as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant (attached hereto as Exhibit A).

Section 2. Henry Fahnert, Schertz Police Officer (assigned as Training Coordinator), is designated as the Program Director and Daniel Roman, Schertz Assistant Chief of Police, is designated as the Financial Officer for this grant.

Section 3. The Flock Camera system will be purchased from Insight Public Sector, Inc. in a total amount of \$89,350, of which \$15,190 will be paid by the City and the remaining amount reimbursable by the granting agency.

Section 4. 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 5. 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 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 7. If any provision of this 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 8. 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 9. 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

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Sheila Edmondson

(CITY SEAL)

EXHIBIT A

FY25 SB224 Catalytic Converter Grant Motor Vehicle Crime Prevention Authority
Statement of Grant Award and Grantee Acceptance



FY25 SB224 Catalytic Converter Grant
Motor Vehicle Crime Prevention Authority
Statement of Grant Award and Grantee Acceptance Notice

Grant Number:	224-25-0940200
Grantee:	City of Schertz
Program Title:	License Plate Reader Program
Grant Award Amount:	\$77,342
Total Cash Match Amount:	\$15,468
In-Kind Match Amount:	\$0
Reimbursement Percent*:	83.33%
Grant Term:	September 1, 2024 to August 31, 2025

Grant Budget Summary: City of Schertz (App ID: 326)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel				
Fringe				
Overtime				
Professional and Contract Services				
Travel				
Equipment				
Supplies and Direct Operating Expenses (DOE)	\$77,342	\$15,468	\$92,810	
Total	\$77,342	\$15,468	\$92,810	

*Reimbursement Percent: 83.33% - \$77,342 MVCPA amount / (\$77,342 – MVCPA amount + \$15,468 cash match)

That whereas, **City of Schertz** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on May 13, 2024 to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **City of Schertz - License Plate Reader Program** and further identified by grant number **224-25-0940200** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY25 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **08/15/2024** and

Whereas, the Grantee desires to accept the FY25 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;

- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on May 13, 2024;
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY25 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official’s designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

 X **Non-Supplanting** - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

 X **Intelligence Sharing** - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

APPROVED AND ACCEPTED BY:

Authorized Official

Printed Name and Title

Date Signed

SOLD-TO PARTY 10925983

CITY OF SCHERTZ
 PURCHASING
 1400 SCHERTZ PKWY BLDG 2
 SCHERTZ TX 78154-1673

SHIP-TO

CITY OF SCHERTZ
 PURCHASING
 1400 SCHERTZ PKWY BLDG 2
 SCHERTZ TX 78154-1673

Quotation	
Quotation Number :	0227804588
Document Date :	26-SEP-2024
PO Number :	
PO Release :	
Sales Rep :	Trevor Blass
Email :	TREVOR.BLASS@INSIGHT.COM
Phone :	

We deliver according to the following terms:

Payment Terms : Net 30 days
 Ship Via : Insight Assigned Carrier/Ground
 Terms of Delivery : FOB DESTINATION
 Currency : USD

Customer understands, accepts and agrees that this purchase is subject to Flock Safety's End User License Agreement, available at: <https://www.flocksafety.com/terms-and-conditions-eula>

TERM START: Unless otherwise noted, the Term shall commence upon first installation and validation of Flock Hardware

TERM: 12 Months

BILLING: Project will be invoiced 100% upon issuance of purchase order

Material	Material Description	Quantity	Unit Price	Extended Price
PS-IMP-STD	FLOCK GROUP STANDARD IMPLEMENTATION PROFESSIONAL SERVICES OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 848.99 Discount: 23.438%	2	650.00	1,300.00
PS-IMP-ADV-NCOAS	Flock Professional Services - Implementation fee - Mash Tested Pole - non-coastal region OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1631.99 Discount: 23.406%	13	1,250.00	16,250.00
PS-IMP-CONDOR-STD	FLOCK CONDOR PROFESSIONAL SERVICES - IMPLEMENTATION FEE OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 978.99 Discount: 23.390%	2	750.00	1,500.00
PS-WINGLPR-IMP-STD	FLOCK STANDARD IMPLEMENTATION SERVICE - Coverage Dates: 26-SEP-2024 - 26-SEP-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 553.99 Discount: 9.746%	7	500.00	3,500.00
FOS-ADVANCED-T4	Flock Safety FlockOS Advanced - Subscription license - 1 license Coverage Dates: 26-SEP-2024 - 26-SEP-2025	1	10,000.00	10,000.00

Material	Material Description	Quantity	Unit Price	Extended Price
	OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 12295.99 Discount: 18.673%			
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE-POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ + MACHINE LEARNING SOFTWARE AND REAL-ALERTS FOR UNLIMITED USERS Coverage Dates: 26-SEP-2024 - 26-SEP-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	15	3,000.00	45,000.00
FLCK-CONDOR-PTZ	Flock's Software Service & Support - Live Streaming & Video Recording Coverage Dates: 26-SEP-2024 - 26-SEP-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	2	3,000.00	6,000.00
FLCK-WINGGW-8ST	FLOCK ON-SITE NVR THAT CONNECTS STREAMS FLOCKOS AND STORES FOOTAGE FOR 14 DAYS Coverage Dates: 26-SEP-2024 - 26-SEP-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1283.99 Discount: 76.635%	6	300.00	1,800.00
FLCK-WINGGW-128ST	Flock Safety FlockOS - Subscription license - 1 license Coverage Dates: 26-SEP-2024 - 26-SEP-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 4918.99 Discount: 18.682%	1	4,000.00	4,000.00
			Product Subtotal	70,300.00
			Services Subtotal	19,050.00
			TAX	0.00
			Total	89,350.00

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Sincerely,

Trevor Blass

TREVOR.BLASS@INSIGHT.COM

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SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: Planning & Community Development
Subject: Resolution 24-R-131- Authorizing a resolution accepting a petition for voluntary annexation of approximately 3.014-acres, known as a portion of Comal County Property Identification Number 79004 Comal County, Texas (B.James/L.Wood/E.Delgado)

BACKGROUND

In July of 2024 the City of Schertz City Council approved ordinances to annex over 3,107 acres into the City of Schertz based on expiring Delayed Annexation Development Agreements. As part of that process, Comal County Property Identification numbers 79004, 79006, and 79009 owned by Timothy A. Fey and Sharlene E. Fey were scheduled to be annexed and zoned. However, as part of that annexation effort, City Council approved Resolution 24-R-81 which authorized the approval of a Development Agreement with Timothy A. Fey and Sharlene E. Fey. The Fey's own approximately 100.535 acres of property, of which approximately 1 acre is utilized as their homestead and the remainder is used for agricultural purposes. As part of the agreement, the property owner authorized the annexation of the agricultural land, while the residential land was to remain in the ETJ. Based on the agreements terms, on July 16, 2024, in addition to approving resolution 24-R-81, City Council also approved Ordinance 24-A-49 and 24-A-50, which annexed Comal County Property IDs 79006, and 79009, or the agricultural tracts.

However, Comal County Property Identification Number 79004 is only partially utilized for residential. Per the agreement only 1-acre of the approximately 4.0-acre tract is utilized for residential, while the remaining 3.014-acres is used for agricultural purposes.

Based on the conditions of the agreement, due to the 3.014-acres not being used for residential purposes, the City is proceeding forward with annexation of the agricultural portion of Comal County Property ID 79004.

Resolution 24-R-131 is the first step in the annexation process for the approximately 3.014 acres, a portion of Comal County Property ID 79004. Upon City Council accepting Resolution 24-R-131, the petition for voluntary annexation, the process to annex and zone the property would begin. The adoption of resolution 24-R-131 does not annex the subject property, but allows City Council to annex the property by ordinance in the future. An ordinance for annexation of the subject property must be approved by City Council to annex the property, which is tentatively scheduled for the December 3, 2024, City Council meeting. The annexation ordinance will be accompanied by a service agreement to meet the requirements of UDC Section 21.4.8 and LGC § 43.0672. The zoning application to accompany the annexation is tentatively scheduled for the November 6, 2024, Planning and Zoning Commission meeting.

GOAL

To initiate the voluntary annexation process for approximately 3.014 acres in accordance with the Delayed Annexation Development Agreements and the Development Agreement Extensions, and Resolution 24-R-81 as approved by City Council on July 16, 2024.

COMMUNITY BENEFIT

Promote the safe, orderly, efficient development and ensure compliance with the City's vision of future growth.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 24-R-131, accepting a petition for voluntary annexation for approximately 3.014-acres, more specifically a portion of Comal County Property Identification Number 79004, Comal County, Texas.

FISCAL IMPACT

The approval of Resolution 24-R-131 accepting a petition for voluntary annexation does not have a financial impact on the City; however, the end annexation of the property will. In accordance with Texas Local Government Code (LGC) Chapter 43, the City must provide services to the land on the effective date of the annexation. The remainder of Comal County Property ID 79004, approximately 1-acre is not proposed to be annexed at this time and is subject to Resolution 24-R-81 and the associated Development Agreement with the property owner approved by City Council on July 16, 2024.

RECOMMENDATION

Approval of Resolution 24-R-131.

Attachments

Resolution 24-R-131 with Attachments
City Council Presentation Slides

RESOLUTION NO. 24-R-131

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS ACCEPTING A PETITION FOR VOLUNTARY ANNEXATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SCHERTZ

WHEREAS, a petition for annexation of approximately 3.014-acres, known as a portion of Comal County Property Identification Numbers 79004 and more specifically described in the Exhibit A attached herein (herein, the “Property”) has been filed with the City in accordance with ; and

WHEREAS, in 2010 and 2011 the City of Schertz offered Development Agreements to property owners for a period of 10 years at which time the agreement was set to expire with groups expiring in July 2020, November 2020, April 2021 and August 2021; and

WHEREAS, in 2020 and 2021 the City of Schertz offered Development Agreement Extensions to the property owners with existing Development Agreements in order to delay the annexation of their properties for a term not to exceed January 1, 2024 with the City concluding all annexation proceedings commenced under these Development Agreement Extensions before December 31, 2024; and

WHEREAS, The City of Schertz City Council approved Resolution 24-R-81 on July 16, 2024 authorizing a Development Agreement with the Property Owner of Comal County Property Identification Number 79004 agreeing to the annexation or agricultural land; and

WHEREAS, per the Development Agreement and Development Agreement Extensions the City of Schertz is proceeding forward with Annexation per the terms of the agreements; and

WHEREAS, Texas Local Government Code Section 43.0671 authorizes the City of Schertz to extend its City Limit boundaries through the voluntary annexation of area adjacent to those boundaries upon petition of a landowner; and

WHEREAS, the City Staff has recommended that the petition for annexation be accepted; and

WHEREAS, upon accepting the petition for voluntary annexation of the subject properties, the City may annex the properties by adoption of an ordinance.

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

Section 1. The City Council hereby accepts the Petition for Voluntary Annexation.

Section 2. The City Council shall act upon the Petition for Voluntary Annexation and annex the subject properties by ordinance at a future meeting of the City Council at such time the City Council deems to be in the best interest of the City.

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 Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 4. 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 5. This Resolution 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 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 7. 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 8. 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

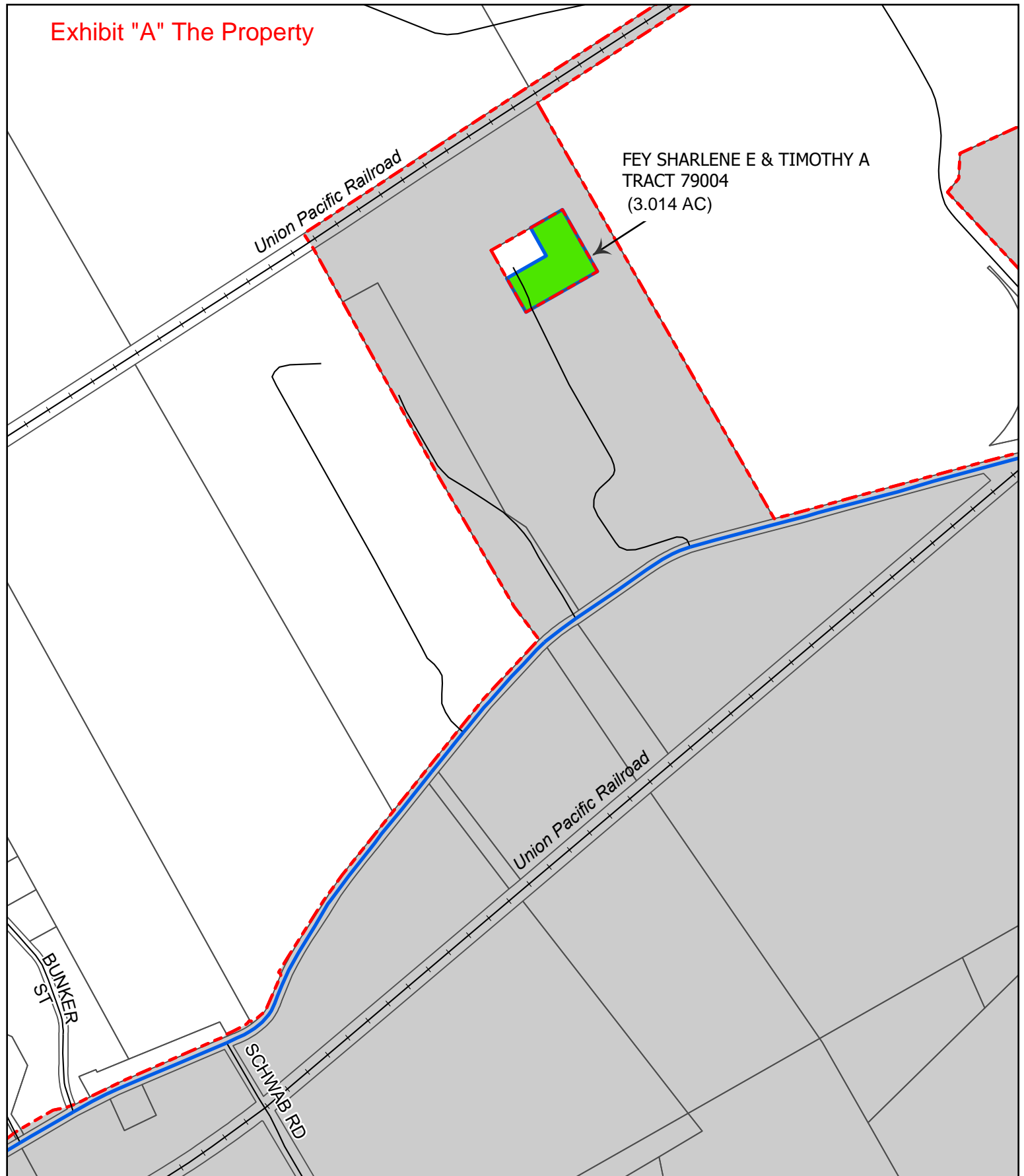
Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"
The Property

Exhibit "A" The Property



RESOLUTION 24-R-131

Accepting a Petition of Annexation- Approximately 3.014- acres, a portion of Comal County Property Identification Number 79004

EMILY DELGADO | PLANNING MANAGER

SCHIERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

Background

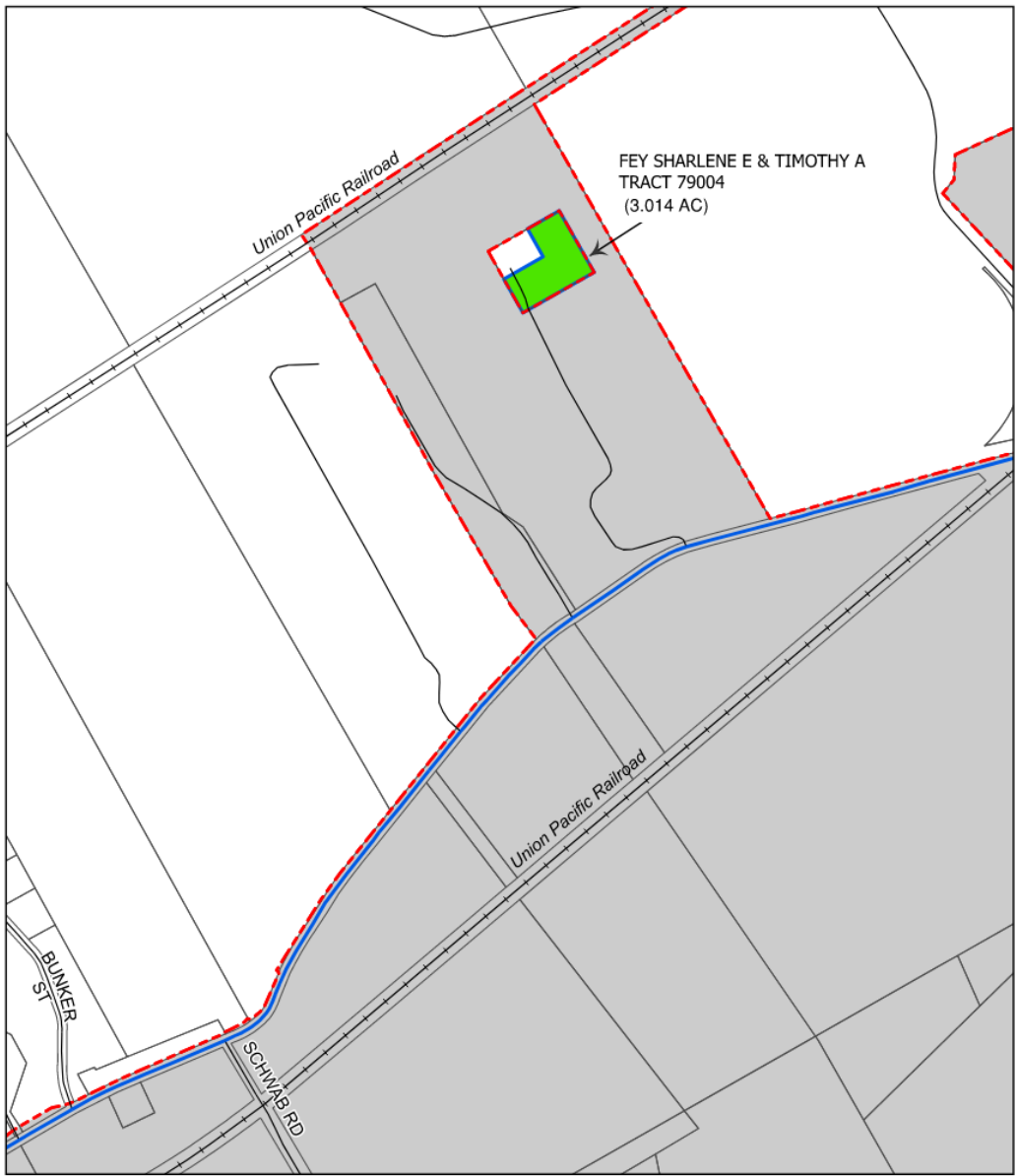
- In July of 2024 the City of Schertz City Council approved ordinances to annex over 3,107 acres into the City of Schertz based on expiring Delayed Annexation Development Agreement.
- As part of that process, Comal County Property Identification numbers 79004, 79006, and 79009 owned by Timothy A. Fey and Sharlene E. Fey were scheduled to be annexed and zoned.
- However, as part of that annexation effort, City Council approved Resolution 24-R-81 which authorized the approval of a Development Agreement with Timothy A. Fey and Sharlene E. Fey. The Fey's own approximately 100.535 acres of property, of which approximately 1 acre is utilized as their homestead and the remainder is used for agricultural purposes.
- As part of the agreement, the property owner authorized the annexation of the agricultural land, while the residential land was to remain in the ETJ. Based on the agreements terms, on July 16, 2024 in addition to approving resolution 24-R-81, City Council also approved Ordinance 24-A-49 and 24-A-50 which annexed Comal County Property IDs 79006, and 79009, or the agricultural tracts.

Background

- However, Comal County Property Identification Number 79004 is only partially utilized for residential. Per the agreement and discussion with the property owner only 1-acre of the approximately 4.0-acre tract is utilized for residential, while the remaining 3.014-acres is used for agricultural purposes.
- Based on the conditions of the agreement, due to the 3.014- acres not being used for residential purposes, the City is proceeding forward with annexation of the agricultural portion of Comal County Property ID 79004.

Annexation Process and Tentative Calendar

- Resolution 24-R-131 is the first City Council step in the annexation process for the approximately 3.014 acres, a portion of Comal County Property ID 79004. Upon City Council accepting Resolution 24-R-131, the petition for voluntary annexation, the process to annex and zone the property would begin.
- The adoption of resolution 24-R-131 does not annex the subject property, but allows City Council to annex the property by ordinance in the future. An ordinance for annexation of the subject property must be approved by City Council to annex the property, which is tentatively scheduled for the December 3, 2024, City Council meeting.
- The annexation ordinance will be accompanied by service agreement to meet the requirements of UDC Section 21.4.8 and LGC § 43.0672. The zoning application to accompany the annexation is tentatively scheduled for the November 6, 2024 Planning and Zoning Commission meeting.



SCHERTZ
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City of Schertz

Last Update: September 27, 2024

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

-  Parcel Boundaries
-  Schertz Municipal Boundary



0 100 200 300 400 500 600 700 800 Feet





Recommendation

Staff recommends approval of Resolution 24-R-131, accepting a petition for voluntary annexation for approximately 3.014-acres within Comal County, more specifically known as a portion of Comal County Property Identification Number 79004.

COMMENTS AND QUESTIONS

SCHIERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: Police Department
Subject: Resolution 24-R-137 - Authorizing a Contract with Axon Enterprises for the Purchase of a Video Recording System for the Schertz Police Department Interview and Intoxilyzer Rooms. (S.Williams/J.Lowery)

BACKGROUND

The Schertz City Council approved Resolution 23-R-111 on October 10, 2023, authorizing expenditure with Axon Enterprise, Inc. to purchase body-worn and in-car cameras and taser replacements. The Schertz Police Department has identified the need to replace the outdated recording system (WatchGuard) in the interview and intoxilyzer rooms. Staff recommends contracting with Axon Enterprise, a Buyboard cooperative vendor, for a new video recording system. Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program and purchases made pursuant to a cooperative purchasing program satisfies the requirement of the local government to seek competitive bids for the purchase of goods or services.

Contracting with Axon for the new video recording system will facilitate integration with the previously purchased body-worn and in-car camera systems.

GOAL

AXON Interview Solutions enables an agency to record video of witness and suspect interviews, add descriptive metadata, and automatically transfer it to AXON Evidence.com. It offers robust security features and comprehensive platform support, providing crucial and defensible evidence for prosecution. The AXON Interview Room Solution records important interviews using redundant, high-quality video and audio technology. It also allows real-time marking and annotation of footage. This system seamlessly integrates with the Police Department's existing AXON Evidence.com, AXON Fleet 3 video recording system, AXON Body cameras, and AXON Electronic Less Lethal Taser platforms.

COMMUNITY BENEFIT

The City of Schertz has experienced a rise in crime and alcohol-related incidents where recording witnesses and suspects is necessary for potential prosecution. It is crucial to have high-quality, timely, and accurate interview recordings. Uploading these recordings into the Evidence.com suite application will benefit the city and its residents by providing accurate and timely evidence. This process will also reduce the burden of multiple downloads and the risk of carrying fragile evidence by hand.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 24-R-137 authorizing a contract with Axon Enterprises for the purchase of a video recording system for the Schertz Police Department Interview and Intoxilyzer Rooms.

FISCAL IMPACT

The city's fiscal impact will be \$52,556.55. This project was budgeted for in FY 2023-24 and staff will include this item in the next budget adjustment brought before council to move any unused funds into the new Fiscal Year.

RECOMMENDATION

Approval of Resolution 24-R-137 authorizing a contract with Axon Enterprises for the purchase of a video recording system for the Schertz Police Department Interview and Intoxilyzer Rooms.

Attachments

Resolution 24-R-137 with attachments

RESOLUTION NO. 24-R-137

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A CONTRACT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF A VIDEO RECORDING SYSTEM FOR THE POLICE DEPARTMENT AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Schertz City Council approved Resolution 23-R-111 on October 10, 2023, authorizing expenditures with Axon Enterprise, Inc. for the purchase of body-worn and in-car cameras and taser replacements; and

WHEREAS, the Schertz Police Department has identified a need to replace the outdated recording system in interview and intoxilyzer rooms and desires to contract with Axon Enterprise, a Buyboard cooperative vendor, to facilitate integration with the body-worn and in-car camera systems previously purchased; and

WHEREAS, purchases of materials, supplies, goods, services or equipment made in accordance with Texas Local Government Code Chapter 271, Subchapter F and the City of Schertz Purchasing Policy satisfy the requirement of a local government to seek competitive bids for the purchase of the goods or 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 a contract with Axon Enterprise, Inc. for a video recording system for the Police Department in a total amount of \$52,556.55 to be paid in one lump sum using available FY24 funds 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 _____, 2024.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Sheila Edmondson

(CITY SEAL)

EXHIBIT A

Contract with Axon Enterprise, Inc. for a Video Recording System



Dear Schertz Police Dept - TX:

Axon will be amending Q-583713, tied to Buyboard Contract 648-21 to incorporate the changes below:

New Dates Schedule

Ship Date	9/1/2024
Contract Start Date	10/1/2024
Contract End Date	1/31/2029

New Invoicing Schedule for Quote [Quote #]

Date	Subtotal	Total*
9/1/2024	\$5,255.65	\$5,255.65
9/1/2025	\$11,562.44	\$11,562.44
9/1/2026	\$17,869.23	\$17,869.23
9/1/2027	\$17,869.23	\$17,869.23
Total	\$52,556.55	\$52,556.55

*Sales taxes are an estimate. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

In Process

If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this agreement.

There will be no further changes to your contract. By signing below, you acknowledge that you understand and accept these changes.

Schertz Police Dept - TX

Signature: _____

Title: _____

Name: _____

Date: _____



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-583713-45476.527JW

Issued: 07/03/2024

Quote Expiration: 10/01/2024

Estimated Contract Start Date: 05/01/2025

Account Number: 110932

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Schertz Police Dept - TX 1400 Schertz Pkwy Schertz, TX 78154-1634 USA	Schertz Police Dept - TX 1400 Schertz Pkwy Schertz TX 78154-1634 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
<p style="text-align: center;">Jerrod Wilson Phone: 903-830-5660 Email: jewilson@axon.com Fax:</p>	<p style="text-align: center;">Phone: Email: Fax:</p>

Quote Summary

Program Length	45 Months
TOTAL COST	\$49,982.16
ESTIMATED TOTAL W/ TAX	\$49,982.16

Discount Summary

Average Savings Per Year	\$1,600.00
TOTAL SAVINGS	\$6,000.00

Payment Summary

Date	Subtotal	Tax	Total
Apr 2025	\$4,998.22	\$0.00	\$4,998.22
Jan 2026	\$10,996.08	\$0.00	\$10,996.08
Jan 2027	\$16,993.93	\$0.00	\$16,993.93
Jan 2028	\$16,993.93	\$0.00	\$16,993.93
Total	\$49,982.16	\$0.00	\$49,982.16

Quote Unbundled Price: \$55,982.16
 Quote List Price: \$55,982.16
 Quote Subtotal: \$49,982.16

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2			\$64.00	\$64.00	\$128.00	\$0.00	\$128.00
74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	1			\$132.00	\$132.00	\$132.00	\$0.00	\$132.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1			\$243.31	\$243.31	\$243.31	\$0.00	\$243.31
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1			\$397.51	\$397.51	\$397.51	\$0.00	\$397.51
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1			\$685.49	\$685.49	\$685.49	\$0.00	\$685.49
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2			\$243.31	\$243.31	\$486.62	\$0.00	\$486.62
50298	AXON INTERVIEW - CAMERA - OVERT DOME	1			\$992.92	\$992.92	\$992.92	\$0.00	\$992.92
50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	1			\$1,231.88	\$1,231.88	\$1,231.88	\$0.00	\$1,231.88
50294	AXON INTERVIEW - SERVER - LITE	2			\$3,722.47	\$722.47	\$1,444.94	\$0.00	\$1,444.94
50322	AXON INTERVIEW - TOUCH PANEL PRO	2			\$3,286.23	\$3,286.23	\$6,572.46	\$0.00	\$6,572.46
A la Carte Software									
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	45		\$27.48	\$27.48	\$2,473.20	\$0.00	\$2,473.20
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	45		\$32.13	\$32.13	\$2,891.70	\$0.00	\$2,891.70
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	45		\$1,500.00	\$1,500.00	\$3,000.00	\$0.00	\$3,000.00
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	45		\$1,750.00	\$1,750.00	\$3,500.00	\$0.00	\$3,500.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	45		\$108.87	\$108.87	\$14,697.45	\$0.00	\$14,697.45
A la Carte Services									
100682	AXON INTERVIEW - PSO - SITE VISIT	1			\$1,750.00	\$1,750.00	\$1,750.00	\$0.00	\$1,750.00
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1			\$7,450.00	\$7,450.00	\$7,450.00	\$0.00	\$7,450.00
A la Carte Warranties									
50448	AXON INTERVIEW - EXT WARRANTY	2	34		\$28.01	\$28.01	\$1,904.68	\$0.00	\$1,904.68
Total							\$49,982.16	\$0.00	\$49,982.16

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1	1	04/01/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	1	04/01/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	1	04/01/2025
A la Carte	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1	1	04/01/2025
A la Carte	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	1	1	04/01/2025
A la Carte	50294	AXON INTERVIEW - SERVER - LITE	2	1	04/01/2025
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	1	1	04/01/2025
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	2	1	04/01/2025
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	1	04/01/2025
A la Carte	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	1	04/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	05/01/2025	01/31/2029
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	05/01/2025	01/31/2029
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	05/01/2025	01/31/2029
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	05/01/2025	01/31/2029
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	05/01/2025	01/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	100682	AXON INTERVIEW - PSO - SITE VISIT	1
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	2	04/01/2026	01/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1400 Schertz Pkwy	Schertz	TX	78154-1634	USA

Payment Details

Apr 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100682	AXON INTERVIEW - PSO - SITE VISIT	1	\$175.00	\$0.00	\$175.00
Year 1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	\$300.00	\$0.00	\$300.00
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	\$247.32	\$0.00	\$247.32
Year 1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$350.00	\$0.00	\$350.00
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$289.17	\$0.00	\$289.17
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	\$1,469.75	\$0.00	\$1,469.75
Year 1	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1	\$39.75	\$0.00	\$39.75
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$24.33	\$0.00	\$24.33
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$48.66	\$0.00	\$48.66
Year 1	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$68.55	\$0.00	\$68.55
Year 1	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	1	\$123.19	\$0.00	\$123.19
Year 1	50294	AXON INTERVIEW - SERVER - LITE	2	\$144.49	\$0.00	\$144.49
Year 1	50298	AXON INTERVIEW - CAMERA - OVERT DOME	1	\$99.29	\$0.00	\$99.29
Year 1	50322	AXON INTERVIEW - TOUCH PANEL PRO	2	\$657.25	\$0.00	\$657.25
Year 1	50448	AXON INTERVIEW - EXT WARRANTY	2	\$190.47	\$0.00	\$190.47
Year 1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	\$12.80	\$0.00	\$12.80
Year 1	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	\$13.20	\$0.00	\$13.20
Year 1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1	\$745.00	\$0.00	\$745.00
Total				\$4,998.22	\$0.00	\$4,998.22

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100682	AXON INTERVIEW - PSO - SITE VISIT	1	\$385.00	\$0.00	\$385.00
Year 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	\$660.00	\$0.00	\$660.00
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	\$544.10	\$0.00	\$544.10
Year 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$770.00	\$0.00	\$770.00
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$636.17	\$0.00	\$636.17
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	\$3,233.45	\$0.00	\$3,233.45
Year 2	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1	\$87.45	\$0.00	\$87.45
Year 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$53.53	\$0.00	\$53.53
Year 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$107.06	\$0.00	\$107.06
Year 2	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$150.81	\$0.00	\$150.81
Year 2	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	1	\$271.01	\$0.00	\$271.01
Year 2	50294	AXON INTERVIEW - SERVER - LITE	2	\$317.89	\$0.00	\$317.89
Year 2	50298	AXON INTERVIEW - CAMERA - OVERT DOME	1	\$218.44	\$0.00	\$218.44
Year 2	50322	AXON INTERVIEW - TOUCH PANEL PRO	2	\$1,445.94	\$0.00	\$1,445.94
Year 2	50448	AXON INTERVIEW - EXT WARRANTY	2	\$419.03	\$0.00	\$419.03
Year 2	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	\$28.16	\$0.00	\$28.16
Year 2	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	\$29.04	\$0.00	\$29.04
Year 2	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1	\$1,639.00	\$0.00	\$1,639.00

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$10,996.08	\$0.00	\$10,996.08

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100682	AXON INTERVIEW - PSO - SITE VISIT	1	\$595.00	\$0.00	\$595.00
Year 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	\$1,020.00	\$0.00	\$1,020.00
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	\$840.89	\$0.00	\$840.89
Year 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$1,190.00	\$0.00	\$1,190.00
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$983.18	\$0.00	\$983.18
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	\$4,997.12	\$0.00	\$4,997.12
Year 3	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1	\$135.15	\$0.00	\$135.15
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$82.73	\$0.00	\$82.73
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$165.45	\$0.00	\$165.45
Year 3	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$233.07	\$0.00	\$233.07
Year 3	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	1	\$418.84	\$0.00	\$418.84
Year 3	50294	AXON INTERVIEW - SERVER - LITE	2	\$491.28	\$0.00	\$491.28
Year 3	50298	AXON INTERVIEW - CAMERA - OVERT DOME	1	\$337.59	\$0.00	\$337.59
Year 3	50322	AXON INTERVIEW - TOUCH PANEL PRO	2	\$2,234.64	\$0.00	\$2,234.64
Year 3	50448	AXON INTERVIEW - EXT WARRANTY	2	\$647.59	\$0.00	\$647.59
Year 3	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	\$43.52	\$0.00	\$43.52
Year 3	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	\$44.88	\$0.00	\$44.88
Year 3	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1	\$2,533.00	\$0.00	\$2,533.00
Total				\$16,993.93	\$0.00	\$16,993.93

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100682	AXON INTERVIEW - PSO - SITE VISIT	1	\$595.00	\$0.00	\$595.00
Year 4	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	2	\$1,020.00	\$0.00	\$1,020.00
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	2	\$840.89	\$0.00	\$840.89
Year 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$1,190.00	\$0.00	\$1,190.00
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$983.18	\$0.00	\$983.18
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	\$4,997.12	\$0.00	\$4,997.12
Year 4	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1	\$135.15	\$0.00	\$135.15
Year 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$82.73	\$0.00	\$82.73
Year 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$165.45	\$0.00	\$165.45
Year 4	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$233.07	\$0.00	\$233.07
Year 4	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	1	\$418.84	\$0.00	\$418.84
Year 4	50294	AXON INTERVIEW - SERVER - LITE	2	\$491.28	\$0.00	\$491.28
Year 4	50298	AXON INTERVIEW - CAMERA - OVERT DOME	1	\$337.59	\$0.00	\$337.59
Year 4	50322	AXON INTERVIEW - TOUCH PANEL PRO	2	\$2,234.64	\$0.00	\$2,234.64
Year 4	50448	AXON INTERVIEW - EXT WARRANTY	2	\$647.59	\$0.00	\$647.59
Year 4	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	\$43.52	\$0.00	\$43.52
Year 4	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	\$44.88	\$0.00	\$44.88
Year 4	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1	\$2,533.00	\$0.00	\$2,533.00
Total				\$16,993.93	\$0.00	\$16,993.93

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

7/3/2024



CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: Finance
Subject: Resolution 24-R-142 - A resolution by the City Council to amend the Fee Schedule (S. Gonzalez/J. Walters)

BACKGROUND

In this year's submission to council, the base fee identifier of "Compound" and "Turbine" was removed for the Water Base Fees and all of the "Compound" base rates were hidden.

This removal was done to clean up what the City currently offers in terms of meters. When we changed to the current meter types, there were no Compound and Turbine variants offered anymore. They were just 2" or 3" etc. However, those rates were left on the schedule.

What went to council, showed the higher Turbine rate which only 12 customers are assigned. This means if left uncorrected, we'd have to substantially raise all other commercial account fees to match the approved schedule. The reasoning behind removing the "Compound" meter rates and leaving the higher "Turbine" was that the new meters have a flow that is closer to the capacity of the Turbine, the higher rate, and then should be charged a higher rate. One option then, is to re-evaluate all but the 12 commercial accounts that were previously designated as Turbines and see if they could use a smaller meter and swap that out to better align their flow potential and fees to the approved schedule.

Our proposal is to lower the base fees down to the Compound rate for the 2, 3, and 4" meter sizes and do away with the higher Turbine rate. 9 customers are in this category that would see lower rates starting after the fee schedule change. It amounts to \$9,600 loss in fees annually for the City but we believe will better serve the community this year.

At the 6, 8,10, and 12" rates, staff proposes to keep the fees the same. There are no "Compound" rates being charged to form an inequality between same size meter customers, the rates match what they are already paying, and the flow potential closely matches this meter type.

Going forward we can evaluate base fees in our next rate study and if a higher rate for that meter size is necessary we can slowly ease in to the higher rate for the majority of our commercial customers.

Summary of changes are outlined below:

Water Rates	FY 2023-24	FY 2024-25 Original	FY 2024-25 Proposed
Base Monthly Fee			
2"	\$210.75	\$268.7	\$214.97
3"	\$421.49	\$644.90	\$429.92
4"	\$658.59	\$1,128.55	\$671.76

GOAL

To provide a clearer water base rate per meter size offering and promote equity between commercial clients in the same meter size class.

COMMUNITY BENEFIT

To promote equality between water customers.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approving the resolution and updating the fee schedule to rates more in line with actual usage.

FISCAL IMPACT

This change to a single fee per size of meter would result in a loss of \$9,600 annually. Staff believes this is acceptable to better serve the community by keeping fees more in line with the majority of customers currently on these size meters. Further, staff will review these base fees specifically in the next rate study to determine if the base rates are in line with the water usage potential of the customers.

RECOMMENDATION

Staff recommends approval of Resolution 24-R-142

Attachments

Resolution 24-R-142 Amending the Fee Schedule

RESOLUTION NO. 24-R-116

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE FEE SCHEDULE OF APPENDIX C OF THE CODE OF ORDINANCES.

WHEREAS, Ordinance 08-M-43 (“the Ordinance”) governs the fees charged by the City for goods and services provided; and

WHEREAS, section 1 of the Ordinance specifies that Exhibit “A” to the Ordinance may be amended by resolution of the City Council; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the Fee Schedule.

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

Section 1. The Schedule attached to this resolution, hereinafter known as Exhibit “A” shall establish the fees to be charged for City goods and services named in the attachment.

Section 2. Appendix C of the Code of Ordinances is hereby amended to read as shown in the attached and incorporated Exhibit “A” hereto.

Section 3. This resolution shall be effective for all Services rendered and products sold effective October 1, 2024

Section 4. 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 5. This Resolution 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 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 7. 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 8. 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

(CITY SEAL)

City of Schertz



Schedule of Fees

Effective October 1, 2024

**City of Schertz
Schedule of Fees**

All Departments	2024-25
Records Requests	
Standard paper copy, per page (front and back is 2 pages)	\$ 0.10
Nonstandard-size copy:	
Oversize paper copy (11" X 17")	\$ 0.50
Specialty paper (Mylar, blueprint, blue line, map, photographic)	Actual
Certified Copy- Each Certification	\$ 5.00
Diskette	\$ 1.00
Magnetic tape - actual cost	Actual
Data cartridge -actual cost	Actual
Tape cartridge - actual cost	Actual
Rewritable CD (CD-RW)	\$ 1.00
Non-rewritable CD (CD-R)	\$ 1.00
Digital video disc (DVD)	\$ 3.00
JAZ drive - actual cost	Actual
Other electronic media - actual cost	Actual
Miscellaneous supplies - actual cost	Actual
Postage and shipping charge actual cost	Actual
Photographs - actual cost	Actual
Maps - actual cost	Actual
Labor charge:	
For locating, compiling, and reproducing, per hour (if documents are NOT located in the immediate area and over 50 pages)	\$ 15.00
Overhead charge - % of labor charge	20%
Remote document retrieval charge	Actual
No Sales Tax shall be applied to copies of public information.	
Notary Fees	
Acknowledgement, Certified Copies, Jurat's, Oaths and Affirmation	\$ 6.00
Protests- Per Document	\$ 5.00
Convenience Fees	
Credit Card Payment Over Phone	\$ 1.00
Return Check Fee	\$ 25.00

**City of Schertz
Schedule of Fees**

City Secretary	2024-25
Candidate Filing Fee	\$ 25.00
Licenses	
Package Store Permit	\$ 250.00
Wine and Malt Beverage Retailer's Permit - Bexar County	\$ 500.00
Wine and Malt Beverage Retailer's Permit - Bexar County Renewal	\$ 375.00
Wine and Malt Beverage Retailer's Permit - All Other Counties	\$ 87.50
Wine and Malt Beverage Retailer's Off Premises Permit	\$ 30.00
(Malt Beverage) Retail Dealer's On-Premise License - Bexar County	\$ 500.00
(Malt Beverage) Retail Dealer's On-Premise License - Bexar County Renewal	\$ 375.00
(Malt Beverage) Retail Dealer's On-Premise License - All Other Counties	\$ 75.00
Wine-Only Package Store Permit	\$ 37.50
Mixed Beverage Permit	\$ 375.00
Wholesaler's Permit	\$ 937.50
Branch's Distributor's License	\$ 37.50
(Malt Beverage) Retail Dealer's Off-Premise License	\$ 30.00
Local Distributor's Permit	\$ 50.00
Winery Permit	\$ 37.50

**City of Schertz
Schedule of Fees**

Library	2024-25
Non-Resident user fee- Library Card	\$15.00
Meeting Room Fee- Non-Schertz residents, 4 hours	\$50.00
Meeting Room Fee- After hour fee, per hour	\$25.00
Meeting Room Cleaning Fee (Spot Cleaning)	\$50.00
Meeting Room Cleaning Fee (Whole Room)	Actual
Additional Fee for After Hours Cleaning, per hour	\$25.00
 Inter-Library Loans Materials (ILL Materials)	
Lost or damaged ILL items - Cost of item as billed by the lending library (may include additional fines or fees assessed by the lending library)	Actual
 Return Postage Fee--for ILL items never picked up by customer after arrival	 \$ 3.00
 Replacement Library Card	 \$ 1.00
 Copier, per standard page (2-sided copies are the same as 2 pages; oversized copies are the same as 2 pages)	
Black and White	\$ 0.15
Color	\$ 0.50
 Printing, per standard page (2-sided copies are the same as 2 pages; oversized copies are the same as 2 pages)	
Black and White	\$ 0.15
Color	\$ 0.50
 Outgoing Fax, 1st page	 \$ 1.00
Per each succeeding page	\$ 0.25
 Lost & Damaged Materials - Cost of item	
plus a processing fee	\$ 5.00
Damaged DVD Case	\$ 1.00
Damaged or Missing Barcode	\$ 1.00
Damaged or Missing RFID Tag	\$ 1.00
Damaged or Missing DVD/Video Cover (if replaceable) plus processing fee	\$ 3.00
Game & Experience Kit totes and parts (if replaceable)	Actual
Toddler Tote Bag	\$ 2.50
Materials Recovery Fee (per account sent to collections)	\$ 10.00

Note: If an item is lost and paid for, any overdue fines assessed against the item are waived. If part of an item is lost and not replaceable, the item as a whole is considered lost and the full cost of the item is charged to the patron. Again, any overdue fines assessed against the item are waived if the item is paid for. Refunds for items that were paid for and subsequently found and returned to the library are available for up to 60 days after payment and require the original receipt. Processing fees are non-refundable. No refunds will be given after 60 days.

**City of Schertz
Schedule of Fees**

Schertz Magazine	2024-25
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Display Ads:

Eighth Page for 6 mo., per month	\$ 325.00
Eighth Page for 12 mo., per month	\$ 300.00
Quarter Page for 6 mo., per month	\$ 600.00
Quarter Page for 12 mo., per month	\$ 450.00
Half Page for 6 mo., per month	\$1,100.00
Half Page for 12 mo., per month	\$ 775.00
Full Page for 6 mo., per month	\$1,650.00
Full Page for 12 mo., per month	\$1,325.00
Special placement fee	\$ 100.00
Artwork ownership fee	\$ 95.00

Premium Placement:

Back Cover for 6 mo., per month	\$2,000.00
Back Cover for 12 mo., per month	\$1,650.00

Churches, governmental entities, 501 (c) 3 and civic groups who provide a service to the residents of Schertz will receive a 25% discount on the above facility rental rates.

**City of Schertz
Schedule of Fees**

Event Facilities	2024-25
Vendor/Ancillary Fees	
Kitchen Fee, per person	
Kitchen/F&B Fee, Ballroom	\$ 300.00
Kitchen/F&B Fee, Bluebonnet Room	\$ 100.00
Early Open Fee (one hour only)	\$ 200.00
Late Fee	\$ 200.00
Ice, one bin (80lbs)	\$ 15.00
Ice, unlimited	\$ 25.00
Beverage Service (for 50 people)	\$ 50.00
Beverage Linen per table	\$ 6.00
Cancellation Fee	\$ 50.00
Portable Bar (includes 5 cocktail tables)	\$ 200.00
Cocktail Tables (up to 5)	\$ 50.00
Uplighting, per light	\$ 15.00
Uplighting package, 10 lights	\$ 100.00
Pipe for Back Drop	\$ 25.00
Drape per linear ft.	\$ 2.00
Cleaning Fee	\$ 150.00
Beverage Tub	\$ 75.00
Private Suite	\$ 150.00
Discount/Special Rates	
Frequent Renters 25% discount (Must rent at least 12 times calendar year)	
Multiple Day Renters 25% discount (Must rent two or more consecutive days)	
Day before setup - 50% of regular room rate (only in ballroom or entire Civic Center)	
Non-Profits 25% discount - rent only	
All comp'd requests will require approval from City Manager	
H.O.A. Meeting Fee	\$ 100.00
Funeral Reception Only in Bluebonnet Hall/Community Centers 3 hr maximum	\$ 100.00
Gym Use Fee (Community Center/per hour)	\$ 25.00
Facility Security	
Security Coordination Fee	\$ 15.00
Regular- per officer, per hour (4 hour minimum)	\$ 50.00
Holiday- per officer, per hour (4 hour minimum)	\$ 75.00
Civic Center - Grand Ballroom- (7,198 sq. ft)	
Regular Rentals (room only)	
Sunday, Full day	\$ 925.00
Monday - Thursday, Full day	\$ 600.00
Monday - Thursday, Half day	\$ 375.00
Friday, Full Day (half day not available)	\$ 925.00
Saturday, Full day (half day not available)	\$ 1,975.00
Small Stage	\$ 200.00
Dance Floor	\$ 200.00
Damage/Cancellation Deposit	\$ 500.00
Audio/Visual Services (upgraded)	\$ 175.00
Additional time, per hour	\$ 50.00
Audio/Visual Panel Access (for 2 screens/projectors)	\$ 100.00

**City of Schertz
Schedule of Fees**

Event Facilities	2024-25
Banquet Package - includes hall and kitchen rental, easel, tables/chairs, dance floor, AV panel access, ice, private suite, portable bar, cocktail tables, uplighting package, beverage tub:	
Friday/Sunday, Full Day (half day not available)	\$ 2,025.00
Saturday, Full day (half day not available)	\$ 3,000.00
Civic Center Cut-Off Hall (Larger portion of Ballroom - (4,172 sq ft)	
Regular Rentals	
Sunday, Full day	\$ 700.00
Monday - Thursday, Full day	\$ 425.00
Monday - Thursday, Half day	\$ 250.00
Friday, Full Day (half day not available)	\$ 700.00
Saturday, Full day (half day not available)	\$ 1,550.00
Small Stage - move to only one stage	\$ 200.00
Dance Floor	\$ 200.00
Audiovisual Services (upgraded)	\$ 175.00
Additional time, per hour	\$ 50.00
Audio/Visual Panel Access (for 2 screens/projectors)	\$ 100.00
Damage/Cancellation Deposit	\$ 500.00
Banquet Package - includes hall and kitchen rental, easel, tables/chairs, dance floor, AV panel access, ice, private suite, portable bar, cocktail tables, uplighting package, beverage tub:	
Friday/Sunday, Full day (half day not available)	\$ 1,725.00
Saturday, Full day (half day not available)	\$ 2,575.00
Civic Center Conference Hall (Smaller portion of Ballroom - (3,026 sq ft)	
Regular Rentals	
Friday/Sunday, Full day	\$ 400.00
Monday - Thursday, Full day	\$ 250.00
Monday - Thursday, Half day	\$ 175.00
Audio/Visual Panel Access (for 2 screens/projectors)	\$ 100.00
Damage/Cancellation Deposit	\$ 200.00
Civic Center - Bluebonnet Hall- (2,500 sq ft)	
Regular Rentals	
Friday/Sunday, Full day	\$ 450.00
Friday/Sunday, Half day	\$ 225.00
Monday - Thursday, Full day	\$ 275.00
Monday - Thursday, Half day	\$ 150.00
Saturday, Full day (half day not available)	\$ 775.00
Audio/Visual Panel Access (for 2 screens/projectors)	\$ 100.00
Damage/Cancellation Deposit	\$ 200.00
Banquet Package - includes hall rental, kitchen, tables/chairs, AV panel access, ice, uplights, portable bar:	
Friday/Sunday, Full day	\$ 925.00
Friday/Sunday, Half day	\$ 700.00
Saturday, Full day (half day not available)	\$ 1,250.00
Community Center North- 3501 Morning Dr- (2,006 sq ft)	
Sunday - Thursday per hour, 2 hour minimum	\$ 25.00
Friday - Saturday per hour, 4 hour minimum	\$ 50.00
Daily Maximum (up to 12 hours)	\$ 375.00

**City of Schertz
Schedule of Fees**

Event Facilities	2024-25
Damage/Cancellation Deposit	\$ 200.00
 Community Center Central (2,940 sq ft)	
Sunday - Thursday per hour, 2 hour minimum	\$ 50.00
Friday - Saturday per hour, 4 hour minimum	\$ 75.00
Daily Maximum (up to 12 hours)	\$ 475.00
Projector/Screen/Microphone	\$ 50.00
Damage/Cancellation Deposit	\$ 200.00

Churches, governmental entities, 501 (c) 3 and civic groups who provide a service to the residents of Schertz will receive a 25% discount on the above facility rental rates.

**City of Schertz
Schedule of Fees**

Event Fee	2024-25
Daddy Daughter/Mother Son Dances	
Adult	\$ 18.00
Child (17 and under)	\$ 12.00
Kick Cancer 1k/5k	
1K Kids Run	\$ 20.00
5K Timed Run/Walk	\$ 35.00
5K Non-Timed Run/Walk	
Signs of Love	\$ 20.00
Jubilee	
Food Vendor	\$ 300.00
Carnival	\$ 6,000.00
Craft Vendor	\$ 50.00
Business Parade Entry	\$ 50.00
T-Shirt Decorating Contest	
Umpired Leagues (Kickball, Softball)	
Individual	\$ 25.00
Late Fee Per Individual	\$ 10.00
Non-Umpired Leagues (Pickleball, Cornhole)	
Individual	\$ 20.00
Late Fee Per Individual	\$ 10.00
Holidazzle	
Food Vendor	\$ 50.00
Craft Vendor	\$ 50.00
Business Parade Entry	\$ -
Breakfast with Santa	\$ 10.00

**City of Schertz
Schedule of Fees**

Event Fee	2024-25
Murder Mystery Party Per Individual	\$40.00
5 Day, 2 Hour Camps Per Individual	\$ 60.00
5 Day, 3 Hour Camps Per couple	\$ 70.00
Parent & Me Programs Per Couple	\$ 10.00
Archery Month Series (Seniors/After School) Per Individual	\$ 20.00
Archery 101 (1 Day) Per Individual	\$ 20.00

**City of Schertz
Schedule of Fees**

Parks and Recreation	2024-25
Small Pavilion (Resident)	
Weekday Full Day (Mon-Thur)	\$ 42.50
Weekend Half Day (Fri-Sun)	\$ 55.00
Weekend Full Day (Fri-Sun)	\$ 85.00
Small Pavilion (Non-Resident)	
Weekday Full Day (Mon-Thur)	\$ 67.50
Weekend Half Day (Fri-Sun)	\$ 90.00
Weekend Full Day (Fri-Sun)	\$ 135.00
Large Pavilion (Resident)	
Weekday with facilities (Mon-Thur)	\$ 125.00
Weekend with facilities (Fri-Sun)	\$ 250.00
Large Pavilion (Non-Resident)	
Weekday with facilities (Mon-Thur)	\$ 175.00
Weekend with facilities (Fri-Sun)	\$ 350.00
Group Picnic Areas (Resident)	
Weekday Full Day (Mon-Thur)	\$ 15.00
Weekend Half Day (Fri-Sun)	\$ 20.00
Weekend Full Day (Fri-Sun)	\$ 30.00
Group Picnic Areas (Non-Resident)	
Weekday Full Day (Mon-Thur)	\$ 22.50
Weekend Half Day (Fri-Sun)	\$ 35.00
Weekend Full Day (Fri-Sun)	\$ 45.00
Spike ball	
Spike ball nets with balls	\$ 15.00
Basketball	
Set of Half Dozen Basketballs	\$ 15.00
Pickleball	
Pickleball Net (Paddles and Balls are Included)	\$ 40.00
Veteran's Memorial Plaza Pavers	
Per Paver	\$ 75.00
Senior Center Membership	
Per Person	\$ 36.00
Per Couple	\$ 65.00
Pools	
Daily Rates	
Per swimmer per entry	\$ 2.00

**City of Schertz
Schedule of Fees**

Parks and Recreation	2024-25
Daily pass	\$ 3.00
Admission is free for children under the age of 2 years.	
Float & Fireworks	\$ 3.00
Paws in the Pool	\$ 3.00
Watermelon Day	\$ 3.00
Season Rates-Maximum per season pass is six (6) members	
Schertz Residents	
Individual rate	\$ 40.00
2 member rate	\$ 50.00
3 member rate	\$ 60.00
4 member rate	\$ 70.00
5 member rate	\$ 80.00
6 member rate	\$ 90.00
Non-Schertz Residents	
Individual rate	\$ 70.00
2 member rate	\$ 80.00
3 member rate	\$ 90.00
4 member rate	\$ 100.00
5 member rate	\$ 110.00
6 member rate	\$ 120.00
Regular Preschool/Child Care Center	
Teacher/Child Care Attendant and 5 students per pass.	
In City	\$ 80.00
Out of City	\$ 120.00

**City of Schertz
Schedule of Fees**

Parks and Recreation	2024-25
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THESE RATES NOW SET BY CONTRACTOR

Swimming lessons rate

Schertz Residents - per child	**
Non- Residents - per child	**

Pool Reservations

Schertz Residents

1 to 50 People	**
51 to 100 People	**
101 to 150 People	**
151 to 200 People	**
201 to 250 People	**
251 to 293 People	**

Non-Residents

1 to 50 People	**
51 to 100 People	**
101 to 150 People	**
151 to 200 People	**
201 to 250 People	**
251 to 293 People	**

Northcliffe Pool

Schertz Residents

1 to 50 People (2 hours maximum)	**
50 to 100 People (2 hours maximum)	**

Non-Residents

1 to 50 People (2 hours maximum)	**
50 to 100 People (2 hours maximum)	**

THESE RATES NOW SET BY CONTRACTOR

**City of Schertz
Schedule of Fees**

Animal Services	2024-25
Animal Adoption	
Dog	\$ 60.00
Cat	\$ 35.00
Adoption pricing may be discounted for adoption events or during special promotions	
Permits - A permit shall be issue after payment of application fee:	
Kennel authorized to house 10 or less dogs or cats	\$ 75.00
Kennel authorized to house more than 10 but less than 50	\$ 150.00
Kennel authorized to house 50 or more	\$ 200.00
Pet Shop	\$ 100.00
Grooming Shop	\$ 30.00
Commercial Riding Stable 10 or less	\$ 75.00
Commercial Riding Stable 11-50	\$ 150.00
Commercial Riding Stable 51 or more	\$ 200.00
Annual Crescent Bend Riding Permit, per horse	\$ 100.00
Auction	\$ 100.00
Zoological Park	\$ 200.00
Animal Exhibition/Circus/Petting Zoo	\$ 100.00
Guard Dog Training Center	\$ 200.00
Obedience Training Center	\$ 50.00
Commercial Establishment Using a Guard Dog	\$ 75.00
Commercial Annual Sellers Permit	\$ 150.00
Dangerous Dog Permit	\$ 200.00
Temporary Permit* - not to exceed 7 days	\$ 15.00
*Good for Crescent Bend Riding (per horse), Animal Exhibition/Circus/Petting Zoo, and Auction Permits	
Temporary Animal Sales Permit (Pet Expos), not to exceed 3 days	\$ 30.00
Impoundment Fee: An impoundment fee must be paid for each captured animal	
Dog/Cat Impoundment	
Within a 1 year period	
1st Offense	
Neutered	\$ 30.00
Un-neutered	\$ 45.00
2nd Offense	
Neutered	\$ 50.00
Un-neutered	\$ 70.00
3rd Offense	
Neutered	\$ 100.00
Un-neutered	\$ 120.00
4th Offense	
Neutered	\$ 150.00
Un-neutered	\$ 170.00
Each Additional Offense	
Base- Neutered	\$ 150.00
Base- Un-neutered	\$ 170.00
Per Additional Offense	\$ 50.00
Fowl or other small animal	\$ 30.00
Livestock	\$ 75.00
Zoological/Circus animal	\$ 200.00

**City of Schertz
Schedule of Fees**

Animal Services	2024-25
Boarding Fee: A boarding fee must be paid for each animal	
Dog/Cat, per day	\$ 15.00
Fowl or other small animal, per day	\$ 10.00
Reptile, per day	\$ 30.00
Livestock, per day	\$ 50.00
Zoological/Circus animal, per day	\$ 200.00
Surrender Fee: Charge per animal with proof of Schertz residency	
Fowl/Reptile/Small Animal	\$ 10.00
Dog/Cat neutered/spayed /current rabies cert./heartworm negative	\$ 35.00
Dog/Cat all other surrenders	\$ 65.00
Small Livestock	\$ 50.00
Large Livestock	\$ 100.00
Zoological or Circus	\$ 200.00
Litter Fee (3 or more animals under 2 months old)	\$ 75.00
Quarantine Fee:	
Dog/Cat	\$ 50.00
Plus Daily Charge per animal for boarding	\$ 15.00
Micro Chipping	\$ 15.00
Trap Rental Fee:	
Trap Deposit, refundable when trap is returned	\$ 75.00
Trap Rental Fee, per day	\$ 5.00

**City of Schertz
Schedule of Fees**

Neighborhood Service	2024-25
Health and Sanitation Division	
Food Establishment Fees:	
Non-Profit Organizations (regardless of number of employees)	\$ 100.00
1 - 10 Employees	\$ 300.00
11 or more Employees	\$ 800.00
Temporary Food and/or Beverage Establishment	\$ 50.00
Mobile Vendors	\$ 250.00
Mobile Vendors, registration (existing permit from another government agency)	\$ 25.00
Public and HOA Swimming Pool License	\$ 110.00
Foster Care	\$ 50.00
Re-inspection fees	\$ 75.00
Nuisance Abatement Administrative Fee	
First abatement	\$ 100.00
Second abatement	\$ 200.00
Third and subsequent abatements	\$ 500.00

**City of Schertz
Schedule of Fees**

Police Department	2024-25
Alarm Permit Fees	
Residential - Annually	\$ 10.00
Tier 1 Commercial	\$ 25.00
Tier 2 Commercial site alarm system required under local, state or national code	\$ 50.00
 Alarm Service Fees: Other than Burglar Alarms	
4TH False Alarm within 12 Mo. Period	\$ 100.00
5TH False Alarm within 12 Mo. Period	\$ 150.00
6TH False Alarm within 12 Mo. Period	\$ 200.00
7TH False Alarm within 12 Mo. Period	\$ 250.00
8TH False Alarm within 12 Mo. Period	\$ 500.00
Others After 8TH within 12 Mo. Period	\$ 500.00
 Burglar Alarm Service Fees:	
4TH False Alarm within 12 Mo. Period	\$ 50.00
5TH False Alarm within 12 Mo. Period	\$ 50.00
6TH False Alarm within 12 Mo. Period	\$ 75.00
7TH False Alarm within 12 Mo. Period	\$ 75.00
8TH False Alarm within 12 Mo. Period	\$ 100.00
Others After 8TH within 12 Mo. Period	\$ 100.00
 Miscellaneous Fees	
Accident Reports, each	\$ 6.00
Fingerprints, per set	\$ 10.00
Solicitor/Peddler Permit	\$ 50.00
Background Check Fee	\$ 10.00
BODY CAM VIDEO (\$1.00 per minute +\$10.00)	\$ 10.00

**City of Schertz
Schedule of Fees**

Fire Department and Haz-Mat Fees	2024-25
Licenses & Permits	
Certificate of Occupancy - Inspections (CO)	\$ 50.00
License Inspections	N/A
Adult Daycare	\$ 200.00
Licensed Nursing Care Center	\$ 200.00
Licensed Hospital Inspection	\$ 250.00
Licensed Institutional Inspection	\$ 250.00
Licensed In-Home Facilities	\$ 50.00
Emergency Responder Radio Coverage System	\$ 500.00
High Piled/Rack Storage System	\$ 400.00
Above Ground Storage Tanks (all sizes) - commercial	\$ 250.00
Above Ground Storage Tanks (all sizes) - residential	\$ 150.00
Below Ground Storage Tanks (per tank) - commercial	\$ 250.00
Below Ground Storage Tanks (per tank) - residential	\$ 150.00
Access Control Systems (per system)	\$ 150.00
Limited Access Security Gates and Perimeter Fencing (per system)	\$ 185.00
Solar	\$ 250.00
Open or Control Burn - Commercial	\$ 150.00
Open or Control Burn - Non-commercial	\$ 25.00
Fireworks display permit	\$ 450.00
Tents and Membranes (per event)	\$ 75.00
Tents and Membranes (annually)	\$ 400.00
Cutting and Welding	\$ 50.00
Explosives	\$ 50.00
Flammable Storage	\$ 50.00
Carnivals and Fairs	\$ 50.00
Food Booth (per booth, per event)	\$ 25.00
Mobile Food Establishments (annual)	\$ 25.00
Battery Systems	\$ 50.00
Combustible Dust Product Options	\$ 50.00
Cryogenic Fluids	\$ 50.00
Haz-mat	\$ 50.00
Lumberyards	\$ 50.00
Spraying and Dipping	\$ 50.00
Storage of Tires	\$ 50.00
Short Term Rental Annual Inspection	\$ 125.00
Fire Suppression System Permits	
Fire Sprinkler System (1-10 heads)	\$ 200.00
Fire Sprinkler System (11-200 heads)	\$ 250.00
Additional heads (beyond 200)	\$ 1.00
Sprinkler System Modification (no heads involved)	\$ 150.00
False Alarm, per occurrence (after 2 in an annual period)	\$ 50.00
Fire Alarms Installation (1-20 Devices)	\$ 200.00
Fire Alarms Installation (21-200 Devices)	\$ 250.00
Additional installation charge, per initiating or notification device (beyond 200)	\$ 1.00
Fire Alarm Remodel (Less than 10 Devices)	\$ 75.00
Fire Alarm Remodel (11-25 Devices)	\$ 150.00
Fire Alarm Remodel (26-100 Devices)	\$ 225.00
Fire Alarm Remodel (101-200 Devices)	\$ 300.00
Fire Alarm Remodel (201+ Devices)	\$ 375.00
Fire Alarm Panel Replacement (1-9 effected Devices)	\$ 100.00
Fire Alarm panel Replacement (10+ effected Devices)	\$ 200.00
Kitchen Hood Suppression System	\$ 400.00

**City of Schertz
Schedule of Fees**

Fire Department and Haz-Mat Fees	2024-25
Underground Fire Line (per line)	\$ 250.00
Fixed Pipe Systems (per system)	\$ 150.00
Gaseous Suppression Systems (per system)	\$ 300.00
Standpipe	\$ 200.00
Additional Standpipes (beyond 1)	\$ 150.00
Spray Paint Booth (per booth)	\$ 300.00
Other Fire Systems	\$ 100.00
 Inspection & Plan Review	
Inspection Fees	
Re-Inspection, after the 1st	\$ 150.00
After hours fee, per hour per inspector (beyond the hours of 8:00 a.m. to 5:00 p.m.)	\$ 75.00
Plan Review Fees, per hour, minimum 2 hours	\$ 100.00
Plan Review Rush, Outsource - Sent out by Fire Marshal	Cost
SFR After Hours Plan Review Rush (per hour, 2 hour minimum)	\$ 200.00
Smoke Control System Plan (per system)	\$ 400.00
 Hazardous materials operations service fees.	
The current replacement cost shall be charged for the use of consumable haz-mat supplies and firefighting agents	ACTUAL
If any protective equipment or firefighting equipment is damaged or contaminated, the current replacement cost shall be charged.	ACTUAL
 Fire Watch	 \$ 75.00
Fire Watch with Pumper Apparatus (per hour) - Minimum 2 hours	\$ 150.00

**City of Schertz
Schedule of Fees**

EMS	2024-25
Response Services	
Aid Call	\$ 250.00
Air Medical Assist Call	\$ 800.00
BLS Non- Emergency	\$ 1,240.00
BLS Emergency	\$ 1,360.00
ALS Non Emergency	\$ 1,380.00
ALS Emergency No Specialty Care	\$ 1,590.00
ALS Emergency W \ Specialty Care	\$ 1,750.00
Mileage, per mile	\$ 25.00
Other Services	
Ambulance Standby, per hour	\$ 150.00
Gator Standby, per hour	\$ 100.00
AED Supplies	Actual
CPR Class and Supplies	Actual
System Continuing Education	Actual
Vaccinations	Actual
EMT Class	\$ 1,300.00
Passport to Care - Single (insured)	\$ 50.00
Passport to Care - Family (insured)	\$ 60.00
Passport to Care - Single (Not insured)	\$ 65.00
Passport to Care - Family (Not insured)	\$ 75.00
Per Capita	\$ 17.52

**City of Schertz
Schedule of Fees**

Planning and Zoning	2024-25
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Plat recording service:

Fees assessed are due prior to recording:

Plat recording fee is equal to the fee charged by the County Clerks Office

Annexation Petition by Property Owner - Plus all related fees \$ 750.00

Zone Change

Zone change for 0 to 2 acres	\$ 650.00
Zone change for 2+ to 5 acres	\$1,000.00
Zone change for 5+ to 20 acres	\$2,000.00
Zone change for 20+ to 50 acres	\$3,500.00
Zone change for 50+ to 100 acres	\$4,000.00
Zone change for 100+ acres	\$6,000.00

Specific Use Permit (SUP) - plus other applicable items (i.e. Site Plan)

Specific Use Permit (SUP) for 0 to 2 acres	\$ 650.00
Specific Use Permit (SUP) for 2+ to 5 acres	\$1,000.00
Specific Use Permit (SUP) for 5+ to 20 acres	\$2,000.00
Specific Use Permit (SUP) for 20+ to 50 acres	\$3,500.00
Specific Use Permit (SUP) for 50+ to 100 acres	\$4,000.00
Specific Use Permit (SUP) for 100+ acres	\$6,000.00

Building addition of a current/legal SUP \$ 500.00

Master Development Plan

All phased developments and PDD's	\$1,500.00
Master Development Plan Amendment (minor revision)	\$ 500.00

Preliminary Plat

0 to 50 acres	\$2,000.00
greater than 50 acres	\$3,000.00

Final Record Plat or Re-plat

0 to 50 acres	\$1,500.00
greater than 50 acres	\$2,000.00
Revised Final Plat (minor)	\$ 500.00

Amended Plat \$1,500.00

Minor Plat \$1,500.00

Vacate Plat \$1,500.00

Plat Time Extension - plus all related fees \$ 250.00

Street and Subdivision Name Changes \$1,500.00

**City of Schertz
Schedule of Fees**

Planning and Zoning	2024-25
Site Plan	\$1,500.00
Amended Site Plan (minor)	\$ 500.00
 Park Fees - Residential	
Land Dedication: one (1) acre per 100 dwelling unit	
Fee in Lieu of Land Dedication: per dwelling unit	\$ 350.00
Park Development Fee: Per Dwelling unit	\$ 650.00
 Park Fees - Multi-Family	
Land Dedication: one (1) acre per 100 dwelling unit	
Fee in Lieu of Land Dedication; per dwelling unit:	\$ 350.00
Park Development Fee: Per Dwelling unit	\$ 650.00
 Miscellaneous	
Tree Mitigation, inch of DBH - Plus all related fees	\$ 100.00
Legal Review (i.e. Improvement Agreements)	Actual
Zoning Verification Letter - Single tract of land per Tract	\$ 150.00
Certificate of Determination - Single Tract of Land per Tract	\$ 150.00
Postponement of any Public Hearing by the Applicant	\$ 350.00
Appeals and requests for amendments Considered by City Council, the Planning & Zoning Commission, the Building and Standards Commission, or the Board of Adjustment as allowed by the Unified Development Code, to include requested amendments to the Comprehensive Land Use Plan	\$ 500.00
Floodplain Development Review Fee	\$ 150.00
 Variance and/or Waivers	
Unified Development Code, ea.	\$ 500.00
Building Code, ea.	\$ 500.00
Driveway width waiver requests will not be assessed with the waiver fee	
 Copies, Plans, and Maps:	
Unified Development Code	\$ 50.00
Public Works Specification Manual	\$ 50.00
Staff Review - Application completeness review, internal SDR (staff) review & meeting with applicant to review application package. Fee included in all applications.	

**City of Schertz
Schedule of Fees**

Inspections	2024-25
Residential Building Permit Fees	
Minimum permit fee	\$ 50.00
New Single Family Residential (one & two family dwellings) per square foot	\$ 0.50
New Accessory structures per square foot	\$ 0.50
Flatwork/Deck	\$ 100.00
Patio/Patio Cover	\$ 225.00
Roof Replacement	\$ 200.00
Window Replacement	\$ 150.00
Foundation Repair	\$ 225.00
No plan check fee applies to residential flatwork/deck permits	
A building permit is required for swimming pools greater than 24 inches (24") in depth.	
Swimming Pools - In ground	\$ 500.00
Swimming Pools - Above Ground (where a permit is required)	\$ 25.00
No permit required for prefabricated pools less than 24"	
A residential plan review fee of 50% of the building permit fee is assessed to all permits for the review of construction documents and plans associated with a permit.	
	50%
See trade permit and technology fees associated with residential permits below.	
Commercial Building Permit Fees	
Building Permit Fees	
New Construction - Commercial (see Cost table below)	Cost
Plan review fees for projects with a cost of \$5,000 or greater, are assessed review fees based on a percentage (%) of Permit Fee	50%
Permit Fees:	
Cost of Construction (Cost)	
\$0.00 to \$1,000.00	\$ 50.00
\$1,001.00 to \$15,000.00, for each additional \$1,000 and fraction thereof	\$ 8.00
\$15,001.00 to \$50,000.00, for each additional \$1,000 and fraction thereof	\$ 7.00
\$50,001 and up, for each additional \$1,000 and fraction thereof	\$ 6.00
Following Use The Cost of Construction (Cost) Table above:	
Non - residential Flatwork/Deck	Cost
Non - residential Accessory Buildings	Cost
Non - residential Patio/Patio Cover	Cost
Non - residential Roof Replacement	Cost
Non - residential Window Replacement	Cost
Non - residential Swimming Pools in Ground	Cost
Non - residential Foundation Repair	Cost
Sign	Cost

**City of Schertz
Schedule of Fees**

Inspections	2024-25
All other permit fees (Residential & Commercial):	
Fence (New and Replacement)	\$ 50.00
Siding/Fascia	\$ 75.00
Temporary Building or Structure	\$ 50.00
Moving Permit Fee	\$ 100.00
Demolition Permit Fee	\$ 60.00
Mobile Home Permit Fee (plus sub-trades as necessary)	\$ 25.00
Certificate of Occupancy	\$ 50.00
Pre Certificate of Occupancy Inspection	\$ 200.00
Failure to Obtain Certificate of Occupancy	\$ 200.00
Compliance Inspection, each trade	\$ 50.00
Temporary Sign	\$ 30.00
Development Sign	\$ 100.00
Banner	\$ 25.00
Street Span Banner	\$ 25.00
Home Occupation Permit (annually)	\$ 35.00
Construction beginning without permit, pay additional:	\$ 200.00
Failure to Request Inspection, per trade	\$ 100.00
Failure to Obtain Contractors License/Provide Insurance	\$ 100.00
Electrical Permit Fees	
Electrical Repair/Replacement	\$ 60.00
New Construction per building/unit	\$ 100.00
Solar	\$100.00
Mechanical Permit Fees	
Mechanical Repair/Replacement	\$ 60.00
New Construction per building/unit	\$ 100.00
Plumbing Permit Fees	
Plumbing Repair/Replacement	\$ 60.00
New Construction per building/unit	\$ 100.00
Irrigation Permit Fees	
Permit Fee	\$ 60.00
plus per sprinkler head	\$ 1.00
plus per backflow or RPZ	\$ 3.00
subsequent to the installation of the piping or equipment served, each	
Re-Inspection Fees	
Each re-inspection, per trade	\$ 75.00
Re-inspections after first, per trade	\$150.00
Re-inspections after second and all subsequent, per trade	\$500.00
No permit fees will be charged for sites located on Main St. (All departments)	
No permit fees will be charged to the Schertz Housing Authority (All departments)	
Technology Fees	
Commercial Construction (new, additions, remodels)	\$25.00
New Residential Construction	\$25.00
All other permits	\$10.00

**City of Schertz
Schedule of Fees**

Inspections	2024-25
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Licenses/Registrations:

General Contractor (Initial and Renewal)	N/C
Master Electrician (Initial) State of Texas Issued	N/C
Apprentice/Wireman Electrician (Annually) State of Texas Issued	N/C
Electrical Contractor (Annually) State of Texas Issued	N/C
Mechanical Contractor (Annually) State of Texas Issued	N/C
Plumbing Contractor (Annually)* State of Texas Issued	N/C
Irrigation (Annually) State of Texas Issued	N/C
Backflow Tester - State of Texas Issued	N/C
Sign Contractor (Initial)	N/C
Sign Contractor (Renewal)	N/C
Electrical Sign Contractor (Initial) State of Texas Issued	N/C
Electric Sign Journeyman Electrician (Annually) State of Texas Issued	N/C
Electric Sign Apprentice/Wireman Electrician (Annually) State of Texas Issued	N/C
Utility Contractor (Annually)	N/C
Mobile Home Park (Annually)	N/C

*N/C - No Charge for license

**City of Schertz
Schedule of Fees**

Engineering	2023-24
Grading and Clearing Permit - Acreage	
For non-agricultural purposes	
Below 5 acres	\$ 100.00
5 to 20 acres	\$ 250.00
Per acre over 20, plus base charge for 20 acres	\$ 3.00
Over 100 acres	\$ 490.00

Grading and Clearing Permit Fees are waived for applicants representing Home Owner's Associations proposing maintenance activities in drainage easements.

Public Improvement Permit Fees

Construction Plan Review	
Base Fee	\$ 1,065.00
Water, per 100 linear foot of main	\$ 8.52
Wastewater, per 100 linear foot of main	\$ 12.78
Street and Drainage, per 100 linear foot of street	\$ 8.52
Drainage, per 100 linear feet of street + 100 linear feet of off-street facility	\$ 12.78
Wastewater Lift Station	\$ 2,130.00
OR	
Actual Cost of third party plan review	Actual

Construction Inspection	
Base Fee	\$ 3,386.40
Water, per 100 linear foot of main	\$ 67.73
Wastewater, per 100 linear foot of main	\$ 84.66
Street and Drainage, per 100 linear foot of street	\$ 67.73
Drainage, per 100 linear feet of street + 100 linear feet of off-street facility	\$ 84.66
Wastewater Lift Station	\$ 5,079.60
OR	
Actual Cost of third party inspection	Actual

**City of Schertz
Schedule of Fees**

Drainage Fees	2024-25
Charge Per Residence	\$ 5.20
Commercial, per LUE	\$ 5.20
Floodplain Permit, New Residential Structure	\$ 50.00
Floodplain Permit, New Commercial Structure	\$ 150.00

**City of Schertz
Schedule of Fees**

Public Works - Streets	2024-25
Chipping charges, per half hour	\$ 40.00
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Garbage Collection Fees	2024-25
Residential:	
Zone I: Once a week pick up	
One 96 gallon cart provided by franchisee, per month	\$ 12.41
Residents request 2 carts total:	\$ 18.59
Resident requests 3 carts total:	\$ 24.80
Resident requests 4 carts total:	\$ 30.99
Recycling Fee, per month/container	\$ 2.05
Zone 2: Single Family, twice per week pick up, per month, no cart provided	\$ 12.41
Recycling Fee, per month/container	\$ 2.05
Front Porch Pick Up	\$ 18.11
Recycling Fee, per month/container	\$ 2.05
Special Pickup:	
Move Ins, Special Tree Trimmings, oversize materials, & similar circumstances; minimum	\$ 17.29
Class II: Mobile Home Parks	\$ 9.90
Mobile Home Parks (2 or more mobile homes) (based on number in park on the 15th day of the month), per unit/monthly	
Class III: Apartments	\$ 9.90
per unit/monthly	
Class IV: Motels	\$ 4.37
per unit/monthly	
2. Commercial	
Class V:	\$ 15.70
Offices, barber shops and Professional services, per month	
Class VI:	\$ 27.08
Light retail, wholesale, commercial or industrial, 2000 to 4000 square feet and excluding large grocery stores, etc., per month	
Class VII:	\$ 39.34
Medium retail, wholesale commercial or industrial (2000 to 4000 square feet and exclude large grocery store, etc.), per month	
2 Cart, 1 pickup per week	\$ 40.61

**City of Schertz
Schedule of Fees**

Garbage Collection Fees

2024-25

Class VIII:

Heavy Volume retail wholesale, commercial, or industrial (placement determined by a time and cost study of refuse generation and collection. The categories in this class usually require hand loading from rooms or pens and would not apply when commercial containers are used.)

A. Two weekly pickups of 1.5 cubic yard containers, excluding large grocery, furniture or department stores, per month	\$ 69.89
B. Two weekly pickups of 3 cu. Yard containers, excluding large grocery, furniture or department stores, etc., per month	\$ 139.77
C. Three weekly pickups of 3 cu. Yard containers, excluding large grocery, furniture or department stores, etc., per month	\$ 218.41
D. Four weekly pickups of 4 cu. Yard containers, including large grocery, furniture or department stores, etc., per month	\$ 262.05
E. Five weekly pickups of 4 cu. Yard containers, including large grocery, furniture or department stores, etc., per month	\$ 349.42
F. Six weekly pickups of 4 cu. Yard containers, including large grocery, furniture or department stores, etc., per month	\$ 436.84
G. Customer requiring more than four (4) cu. Yds each pickup would be charged per cu. Yds. Collected., per yard	\$ 4.84

**City of Schertz
Schedule of Fees**

Garbage Collection Fees	2024-25
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3. Commercial Containers.

CONTRACTOR will provide commercial containers to those customers who desire to use them in lieu of garbage cans. The use of such CONTRACTOR provided containers is required by this contract. Rates for containers and pickup will be based on the following table:

Container Size:

Frequency of Pickup

<u>2017-18 through 2021-22</u>	1	2	3	4	5	6
2 cu. Yard	\$ 59.45	\$ 101.23	\$ 122.28	\$ 139.79	\$ 157.26	\$ 174.72
3 cu. Yard	\$ 71.65	\$ 129.26	\$ 178.23	\$ 204.38	\$ 230.63	\$ 256.82
4 cu. Yard	\$ 89.06	\$ 153.79	\$ 209.65	\$ 253.32	\$ 297.04	\$ 340.71
6 cu. Yard	\$ 125.84	\$ 209.65	\$ 288.30	\$ 366.95	\$ 445.49	\$ 524.14
8 cu. Yard	\$ 148.53	\$ 270.81	\$ 375.60	\$ 480.46	\$ 586.04	\$ 690.14
10 cu. Yard	\$ 171.19	\$ 314.45	\$ 445.49	\$ 559.12	\$ 672.64	\$ 786.19
Commercial Recycle Hauling Permit						\$2,500.00

**City of Schertz
Schedule of Fees**

Garbage Collection Fees	2024-25
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4. Roll-Off Rates Per Pull Open Top Containers - Dry Material

20 cu. Yard	\$ 323.20
30 cu. Yard	\$ 384.34
40 cu. Yard	\$ 445.49
Roll-off Rental (no pulls within billing cycle) per container per month	\$ 133.65

Collection and Disposal of Municipal Wastes

5. Wet Material Rates on Compactor containers or open top containers with wet material must be negotiated with customers at the time they are needed. This type of waste must be hauled to a Type I landfill which generally has a higher disposal rate attached to it.

Roll-off Container Delivery Charge per container	\$ 38.95
Roll-off Relocation or Trip Charge per container	\$ 38.95
2 cu. Yard compactor, per month (2 services per week)	\$ 230.27
Extra pick ups (2 yard compactor), each	\$ 87.31
4 cu. Yard compactor, per month (2 services per week)	\$ 474.39
30 cu yard Compactor, per pull	\$ 585.30
40 cu yard Compactor, per pull	\$ 695.37
30 cu yard Open-top (Recycle), per pull	\$ 218.27

Front-Load container extra pick-up charges

2 cu yard	\$ 29.70
3 cu yard	\$ 37.12
4 cu yard	\$ 44.56
6 cu yard	\$ 51.98
8 cu yard	\$ 59.41
10 cu yard	\$ 66.82

OVER WEIGHT CHARGE	\$ 29.79
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To address non standard requests, the solid waste contractor can negotiate a fee with the customer requesting the service. The City will collect 15% of the negotiated fee per the franchise agreement.

**City of Schertz
Schedule of Fees**

Utility Billing	2024-25
Water & Wastewater Deposit	
In City	\$ 125.00
In City, with no water service	\$ 75.00
Out of City	\$ 150.00
Commercial	\$ 100.00
or 2.5 times estimated monthly billing	2.5x
Disconnect Fee	\$ 20.00
Extension Fee	\$ 5.00
2 free extensions	
Transfer Fee	\$ 10.00
Garbage Deposit	
Residential	\$ 25.00
Commercial	\$ 100.00
or 2 1/2 times estimated monthly billing	2.5x
Meter Flow Test	
After Hours Disconnect/Reconnect	\$ 50.00
City Field Test	\$ 10.00
City Meter Bench Flow Test	\$ 25.00
Schertz Seguin Water Customers	\$ 4.00
Non-Schertz Seguin Customer	\$ 15.00
Extended Absence Charge	\$ 10.00
Re-Installation Fee, per hour	\$ 50.00
Fire Hydrant Fee	
Deposit	\$ 200.00
Service Fee	\$ 50.00

**City of Schertz
Schedule of Fees**

Public Works	2024-25
Permit Fees - All Right of Way Permits	\$ 25.00
Fire Line Type Nos. 1 and 2 - (non-metered), in City per year	
4-inch service line connection or smaller	\$ 175.00
6 inch	\$ 235.00
8 inch	\$ 290.00
10 inch	\$ 340.00
12 inch	\$ 405.00
Fire Line - (non-metered), Outside City per year	
4-inch service line connection or smaller	\$ 225.00
6 inch	\$ 305.00
8 inch	\$ 375.00
10 inch	\$ 440.00
12 inch	\$ 525.00
Meter Installation Fees - Inside the City	
Meter Size	
5/8" X 3/4"	\$ 330.00
3/4" X 3/4"	\$ 345.00
1" X 1"	\$ 450.00
2" X 2"	\$ 1,940.00
*2" turbine	Cost + Labor
*3" or larger	Cost + Labor

**City of Schertz
Schedule of Fees**

Public Works	2024-25
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Meter Installation Fees - Outside the City

Meter Size

5/8" X 3/4"	\$ 340.00
3/4" X 3/4"	\$ 355.00
1" X 1"	\$ 460.00
2" X 2"	\$ 1,950.00
*2" turbine	Cost + Labor
*3" or larger	Cost + Labor

Fire Hydrant Meter for Construction

Deposit (refundable)	\$ 200.00
Service Charge	\$ 50.00

Bulk Water Sales - 10 Commercial Place

Deposit (refundable)	\$ 90.00
Service Charge	\$ 50.00
Base Monthly fee - initial 10,000 gallons	\$ 127.67
Usage fee - per thousand gallon after initial	\$ 10.18

Wholesale Water Distribution Rate

Base Rate, per month	
3 Inch Meter	\$ 482.38
4 Inch Meter	\$ 844.17
6 Inch Meter	\$ 1,849.14
8 Inch Meter	\$ 3,216.67
10 Inch Meter	\$ 5,026.05
12 Inch Meter	\$ 6,634.39

Available by agreement to distributors with a self-maintained water distribution service, Military Bases, and for temporary use until reuse water is made available in a particular area.

Network Nodes

Application	\$ 500.00
Additional for each node over 5 on the application (up to 30)	\$ 100.00
Annual Public Right of Way	\$ 250.00
Node Support Pole Application Fee	\$ 1,000.00
Collection Fee for Network Nodes on City Service Poles, per pole, per	\$ 20.00

Transport Facilities

Application	\$ 500.00
Additional for each node over 5 on the application (up to 30)	\$ 100.00
Rental Fee for Transport Facilities, per device per month	\$ 28.00
Annual Public Right of Way Fee	\$ 250.00

Permit Fees will be due at the time of the permit submission.
Permit will not be accepted if the permit fee is not attached.
Other fees will be assessed at the time of permit approval

**City of Schertz
Schedule of Fees**

Capital Recovery Impact Fees			2024-25
Meter Size	Meter Type	LUEs Water	
5/8"	MULTI-JET	1.0	\$ 2,934.00
3/4"	MULTI-JET	1.5	\$ 4,401.00
1"	MULTI-JET	2.5	\$ 7,335.00
2"	ULTRASONIC	10.0	\$ 29,340.00
3"	ULTRASONIC	24.0	\$ 70,416.00
4"	ULTRASONIC	42.0	\$ 123,228.00
6"	ULTRASONIC	92.0	\$ 269,928.00
8"	ULTRASONIC	80.0	\$ 234,720.00
10"	ULTRASONIC	250.0	\$ 733,500.00
12"	ULTRASONIC	330.0	\$ 968,220.00

SEWER COLLECTION IMPACT FEE

*Collection Impact Fee Per Living Unit Equivalent (LUE) \$ 1,668.00

*Sewer based on LUE: LUE = 245 gallons per day
These are only City of Schertz impact fees.

Other Utility Impact Fees

Cibolo Creek Municipal Authority (CCMA)

South Basin Impact Fee Per LUE: \$ 2,200.00

North Basin Impact Fee Per LUE: \$ 2,300.00

*Sewer based on LUE: LUE = 155 gallons per day
These are only CCMA impact fees.

Schertz Seguin Local Government Corporation (SSLGC)

Meter Size	Meter Type		
5/8"	SIMPLE	1.0	\$ 1,607.24
3/4"	SIMPLE	1.5	\$ 2,410.86
1"	SIMPLE	2.5	\$ 4,018.10
1.5"	SIMPLE	5.0	\$ 8,036.20
2"	SIMPLE	8.0	\$ 12,857.92
2"	COMPOUND	8.0	\$ 12,857.92
2"	TURBINE	10.0	\$ 16,072.40
3"	COMPOUND	16.0	\$ 25,715.84
3"	TURBINE	24.0	\$ 38,573.76
4"	COMPOUND	25.0	\$ 40,181.00
4"	TURBINE	42.0	\$ 67,504.08
6"	COMPOUND	50.0	\$ 80,362.00
6"	TURBINE	92.0	\$ 147,866.08
8"	COMPOUND	80.0	\$ 128,579.20
9"	TURBINE	160.0	\$ 257,158.40
10"	COMPOUND	115.0	\$ 184,832.60
10"	TURBINE	250.0	\$ 401,810.00
12"	TURBINE	330.0	\$ 530,389.20

ROADWAY IMPACT FEE

Residential Home through 3/26/2021 \$ 2,696.00

Residential Home between 3/27/2021 and 3/26/2022 \$ 3,033.00

Residential Home after 3/26/2022 \$ 3,370.00

**City of Schertz
Schedule of Fees**

Capital Recovery Impact Fees	2024-25	
Nonresidential through 3/26/2021, per service unit*	\$	100.00
Nonresidential after 3/26/2021, per service unit*	\$	175.00

*The number of service units are based on the use of the property. A fee calculator is available on the City Website under the Engineering page

**City of Schertz
Schedule of Fees**

Sewer Rates	2024-25
<u>Residential Rates (Single Family)</u>	
Base Rate-per month	\$ 15.92
Per 1,000 gal Charge, Per Month	
City line Maintenance fee plus Franchise fee	\$ 0.91
User Charge based on 100% of avg consumption mo. User avg. based on Nov, Dec, and Jan, min. 500 gals.	\$ 4.34
Per 1,000 gal charge Total- 12,000 gallons or less	\$ 5.24
greater than 12,000 gallons	\$ 12.02
<u>Business and Multi-family Dwelling Units:</u>	
Base Rate per month	\$ 20.03
The base rate shall be assessed in terms of connection equivalents which shall be as follows: the customer's previous 12 month water consumption as determined at the annual re-rating in February divided by 365, with the results of such division then divided by 245 gallons. The figure arrived at by the second division shall be the customer's "connection equivalent". Each business shall be assessed a base rate.	
Per 1,000 gal Charge, Per Month	
Line Maintenance-Commercial/Industrial users plus Franchise fee	
User Charge-based on 100% of water consumed	
Per 1,000 gal charge Total- 12,000 gallons or less	\$ 5.37
greater than 12,000 gallons	\$ 12.02
<u>YMCA</u>	
Per 1,000 gal Charge, Per Month	\$ 3.53

**City of Schertz
Schedule of Fees**

Public Works - Water Rates Residential	2024-25
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GALLONS SOLD BY METER SIZE (RESIDENTIAL & SMALL COMMERC)

Base Monthly Fee, based on meter size

5/8 IN	\$ 26.89
3/4 IN	\$ 40.29
1.0 IN	\$ 67.17
2 IN	\$ 214.97
3 IN	\$ 429.92
4 IN	\$ 671.76
6 IN	\$ 2,472.07
8 IN	\$ 4,342.89
10 IN	\$ 6,785.75
12 IN	\$ 8,957.21

Usage Fee, rate per 1,000 gallons

-	6,000	\$ 3.32
6,001	12,000	\$ 3.71
12,001	18,000	\$ 4.35
18,001	30,000	\$ 5.30
30,001	Above	\$ 6.74

**City of Schertz
Schedule of Fees**

Public Works - Water Rates Residential	2024-25
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GALLONS SOLD BY METER SIZE (LARGE COMMERCIAL)

Base Monthly Fee, based on meter size

5/8 IN	\$ 26.89
3/4 IN	\$ 40.29
1.0 IN	\$ 67.17
2IN	\$ 214.97
3 IN	\$ 429.92
4 IN	\$ 671.76
6 IN	\$ 2,472.07
8 IN	\$ 4,342.89
10 IN	\$ 6,785.75
12 IN	\$ 8,957.21

Usage Fee, rate per 1,000 gallons

-	18,000	\$ 3.32
18,001	36,000	\$ 3.71
36,001	54,000	\$ 4.35
54,001	90,000	\$ 5.30
90,001	Above	\$ 6.74

Fire Hydrant Meter

Base Monthly Fee	\$ 127.67
Usage Fee, per 1,000 gals	\$ 10.18

Cibolo Wholesale Water Rate	\$ 3.41
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**City of Schertz
Schedule of Fees**

Drought Contingency Surcharges	2024-25
For the first 1,000 gallons over allocation*	\$ 2.00
For the second 1,000 gallons over allocation*	\$ 3.00
For the third 1,000 gallons over allocation*	\$ 4.00
For each additional 1,000 gallons over allocation*	\$ 5.00
Drought Contingency Violation Fines, up to	\$ 200.00

*Refer to the Conservation Ordinance for all allocations

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: City Secretary
Subject: Resolution 24-R-140 - Authorizing a construction contract with R.L. Jones LP for the 2024 SPAM Resurfacing Project (B.James/K.Woodlee/J.Nowak)

BACKGROUND

The 2024 SPAM Resurfacing project is a continuation of the City's overall "Pavement Preservation Program." This project performs crack sealing, base repairs, minor concrete repairs, and other prep work, then applies a slurry seal to the surface of various streets in the City, "resetting" the Pavement Condition Score (PCI) to a high level. By making this investment on these streets now, the City saves money in the long run, rather than letting the streets continue to deteriorate until they need full reconstruction. Additionally, Pavement Preservation generally keeps the streets at a higher PCI score over time, providing nicer, smoother streets for residents to drive on. The streets proposed in this project were selected by using the most current PCI scoring data and are consistent with the 2024 SPAM Projects list in the previously approved Capital Improvement Plan (CIP). Areas include: Kensington Ranch, Savannah Bluff, The Ridge at Scenic Hills, Fairhaven, and Mobile Villa Estates subdivisions; and Schertz Parkway (Woodland Oaks Drive to IH-35), Inglewood, Aranda Lane, a portion of Hallie Oaks, a portion of Hallie Path, Hallie Glade, Hallie Fox, and a portion of Long Leaf Parkway streets.

Staff solicited bids for the project and on September 6, 2024, bids were opened. The bid package included a base bid and three additive alternates. Only one bid was received from R,L. Jones LP for a total amount of \$2,297,923.00 (the base bid and all three additive alternates). The base bid and alternates 2 and 3 were less than the Engineer's Estimate. Alternate 1 is approximately \$60,000 higher than the Engineer's Estimate. The total bid amount (base bid and all three alternates) is less than the Engineer's Estimate for all of the schedules combined. Staff and our consultant have reviewed the bid and unit pricing and determined that the unit pricing is in line with other, similar work on recent projects in our area. Based on our review and checking of qualifications submitted with the bid, Staff believes that RL Jones is the lowest qualified bidder for the 2024 SPAM Resurfacing project.

Even though the alternate 1 bid was higher than the Engineer's Estimate, Staff feels it is appropriate to complete the proposed work now. If the work is delayed and rebid as part of a future SPAM project, there is no guarantee the future bid price would be lower than what was received. It is also likely that the amount of base repairs needed for these streets would increase, which could cause the cost of the work to increase. Awarding this alternate will also maximize the mileage of streets getting resurfaced by this project.

GOAL

To obtain authorization from City Council to execute a construction contract with R.L. Jones LP for \$2,297,923, and a not to exceed amount of \$2,400,000, for the 2024 SPAM Resurfacing Project.

COMMUNITY BENEFIT

The project will perform some repairs and prep work and apply a slurry seal to the surface of various city streets. The slurry seal not only seals the entire surface of the streets to prevent moisture intrusion, but also provides a new driving surface on the street. This helps prevent potholes and other street defects from occurring and extends the life of the street.

SUMMARY OF RECOMMENDED ACTION

Authorize execution of the construction contract for the 2024 SPAM Resurfacing Project to R.L. Jones LP for \$2,297,923.00 and a not to exceed amount of \$2,400,000.00.

FISCAL IMPACT

Funding for the project will come from the SPAM funding authorized in the FY 23-24 budget in the amount of \$184,000, \$62,000 from the 2023 SPAM funding, and \$2,154,000 from the CO 2024 bonds for street maintenance.

RECOMMENDATION

Approve Resolution 24-R-140

Attachments

Resolution 24-R-140 with attachments

SPAM Resurfacing Maps

Bid Tabulation

Letter of Recommendation

RESOLUTION NO. 24-R-140

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH R.L. JONES LP PAVING FOR THE 2024 SPAM RESURFACING PROJECT

WHEREAS, City Staff identified various City streets need preservation by performing some repairs and “prep” work and application of a slurry seal to the surface of the streets; and

WHEREAS, a construction contract and bidding package was created to retain a contractor to perform the repairs and prep work and slurry seal; and

WHEREAS, the project was publicly advertised for bids in accordance with public entity procurement regulations; and

WHEREAS, one bid was received and opened on September 6, 2024 for the project; and

WHEREAS, City Staff reviewed the bids received and confirmed that R.L. Jones LP is a responsible bidder for the project; and

WHEREAS, the unit prices in the bid appear reasonable compared to similar work performed on recent other projects, and

WHEREAS, the funding for the proposed is available from the SPAM authorized funding in the FY 2023-2024 budget for street preservation and maintenance, and

WHEREAS, the City Council of the City of Schertz wishes to award the construction contract for the 2024 SPAM Resurfacing Project to R.L. Jones LP.

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

Section 1. The City Council hereby authorizes the City Manager to execute the construction contract documents in substantially the same form attached hereto as Exhibit A with R.L. Jones LP, in the amount of **TWO MILLION, TWO HUNDRED NINETY SEVEN THOUSAND, NINE HUNDRED TWENTY THREE DOLLARS** (\$2,297,923.00) and a not to exceed amount of **TWO MILLION, FOUR HUNDRED THOUSAND DOLLARS** (\$2,400,000.00) for the 2024 SPAM Resurfacing Project.

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

Construction Contract with R.L. Jones, LP for 2024 SPAM Resurfacing Project

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Schertz (“Owner”) and
R.L. Jones LP (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Repairs to damaged/settled pavement on Trainer Hale Road.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2024 SPAM Resurfacing Project.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Kimley-Horn and Associates, Inc.

3.02 The Owner has retained the City of Schertz Engineering Department and Kimley-Horn and Associates, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Contract Times: Days

B. If a contract is awarded for multiple schedules, the Work is expected to be substantially completed within 150 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 calendar days after the date of substantial completion. The number of days to substantial completion will be negotiated with the successful bidder and shall be within the range listed in this paragraph. If multiple schedules are awarded, the following Contract Times will apply for each schedule:

1. Base bid = 120 calendar days

2. Bid alternates = 30 calendar days (regardless of the number of alternatives approved)

- C. Parts of the Work shall be substantially completed on or before the following Milestone(s):
 - 1. All work completed 150 calendar days from Notice to Proceed.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 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 Paragraph 4.02 above, 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 as a result of such failure. The exact amount of such damages 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:
 - 1. **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 Owner as a result of the failure of Contractor to complete within the Contract Time.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on a monthly basis during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units

completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to the full amount of the contract, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less such amounts as the Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law, not to exceed 1% per month.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of

such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages A-1 to A-7, inclusive).
 - 2. Performance bond (pages PB-1 to PB-3, inclusive).
 - 3. Payment bond (pages PYB-1 to PYB-3, inclusive).
 - 4. General Conditions consisting of 72 pages of a modified version of EJCDC C-700, having a title page with the general title: STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.
 - 5. Supplementary Conditions (pages SC-1 to SC-25, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 89 sheets with each sheet bearing the following general title: 2024 SPAM Resurfacing Project.
 - 8. Addenda (numbers ___ to ___, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages BF-1 to BF-9, inclusive).
 - b. Prohibition on Contracts with Companies Boycotting Israel (page P-1)
 - c. Summary of Work (pages 01010-1 to 01010-3)
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.

- b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. Certifications required by State Law

1. *Non-Boycott of Energy*. Contractor certifies that either (a) it does not boycott Israel and will not boycott energy companies; and (b) 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.
2. *Non-Boycott of Firearm Entity*. 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.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Schertz _____

R.L. Jones LP _____

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

1400 Schertz Parkway _____

18946 Redland Rd _____

Schertz, TX 78154 _____

San Antonio, TX 78259 _____

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

BID FORM

CITY OF SCHERTZ

2024 SPAM RESURFACING PROJECT

BID #2024-015

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Sealed proposals in response to this IFB will be received through the City’s e-procurement portal at <https://schertz.bonfirehub.com/portal/?tab=openOpportunities>. Submissions by other methods will not be accepted. All Proposals must be in the City of Schertz’s possession on or before the scheduled date and time (no late RFP will be accepted).

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID SCHEDULE - 2024 SPAM RESURFACING PROJECT					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1502	MOBILIZATION (PER SUBDIVISION) (THE RIDGE AT SCENIC HILLS & FAIRHAVEN)	LS	1	35,000.00	35,000.00
1502	MOBILIZATION (PER SUBDIVISION) (KENSINGTON RANCH & SAVANNAH BLUFF)	LS	1	30,000.00	30,000.00
1502	MOBILIZATION (PER SUBDIVISION) (SCHERTZ PARKWAY)	LS	1	35,000.00	35,000.00
1502	MOBILIZATION (PER SUBDIVISION) (HALLIE'S COVE)	LS	1	35,000.00	35,000.00
1502	MOBILIZATION (PER SUBDIVISION) (THE CROSSVINE)	LS	1	30,000.00	30,000.00
1580	PROJECT IDENTIFICATION SIGN (PER SUBDIVISION)	EA	5	950.00	4,750.00
2086.1	METER BOX ADJUSTMENT	EA	*1	850.00	850.00
2086.2	MANHOLE ADJUSTMENT (SEWER)	EA	6	4,500.00	27,000.00
2086.3	VALVE BOX ADJUSTMENT	EA	5	1,450.00	7,250.00
2086.4	MANHOLE ADJUSTMENT (STORM)	EA	*1	5,500.00	5,500.00
2221.1	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	38	35.00	1,330.00
2221.3	REMOVING EXISTING ASPHALTIC PAVEMENT (2.5")	SY	2,368	6.50	15,392.00
2221.4	REMOVING EXISTING ASPHALTIC PAVEMENT (5")	SY	4,210	13.00	54,730.00
2221.5	REMOVING EXISTING ASPHALTIC PAVEMENT (6" - 10")	CY	485	90.00	43,650.00
2221.6	REMOVE CONCRETE CURB, CURB & GUTTER, AND MOUNTABLE CURB	LF	459	25.00	11,475.00
2741.1	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (2.5" THICKNESS)(PG 64-22)	TON	341	190.00	64,790.00
2741.2	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (5" THICKNESS)(PG 64-22)	TON	1,176	190.00	223,440.00
2741.3	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (6" - 10" THICKNESS)(PG 64-22)	TON	925	196.00	180,375.00
2741.4	LEVEL UP WITH HMAC TYPE B ASPHALT (PG 64-22) (VARIABLE DEPTH)	TON	32	165.00	5,280.00
2754	PORTLAND CEMENT CONCRETE DRIVEWAY (RESIDENTIAL)	SY	29	125.00	3,625.00
2764.1	RAISED PAVEMENT MARKER TYPE I C-R	EA	340	5.75	1,955.00
2764.2	RAISED PAVEMENT MARKER TYPE II A-A	EA	9	5.75	51.75
2764.3	RAISED PAVEMENT MARKER TYPE II B	EA	51	10.00	510.00
2767.1	4" YELLOW THERMOPLASTIC STRIPE	LF	680	2.00	1,360.00
2767.3	4" DASHED WHITE THERMOPLASTIC STRIPE	LF	5,390	2.25	12,127.50
2767.4	6" BLACK THERMOPLASTIC STRIPE	LF	1,480	2.25	3,330.00
2767.5	8" BLACK THERMOPLASTIC STRIPE	LF	1,290	2.75	3,547.50
2767.6	8" WHITE THERMOPLASTIC STRIPE	LF	1,115	2.75	3,066.25
2767.8	24" WHITE THERMOPLASTIC STRIPE	LF	1,383	8.50	11,755.50
2767.9	24" YELLOW THERMOPLASTIC STRIPE	LF	40	8.50	340.00
2767.1	WHITE THERMOPLASTIC WORD "ONLY"	EA	18	250.00	4,500.00
2767.11	WHITE THERMOPLASTIC ARROW (LEFT/RIGHT/STRAIGHT)	EA	18	250.00	4,500.00
2767.13	SOLID YELLOW MEDIAN NOSE	EA	1	500.00	500.00
2771.1	CONCRETE CURB & GUTTER	LF	459	25.00	11,475.00
2771.2	CONCRETE VALLEY GUTTER	SY	90	135.00	12,150.00
2775.1	CONCRETE SIDEWALK	SY	9	115.00	1,035.00
2811	LANDSCAPE IRRIGATION	LF	459	8.00	3,672.00
2911	TOPSOIL	CY	34	25.00	850.00
2922	SODDING (BERMUDA OR ST. AUGUSTINE)	SY	178	10.00	1,780.00
0677 6003	ELIM EXT PAV MRK & MRKS (8")	LF	1,115	3.00	3,345.00
0677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	1,423	9.00	12,807.00
0677 6008	ELIM EXT PAV MRK & MRKS (ARROW)	LF	18	225.00	4,050.00
0677 6012	ELIM EXT PAV MRK & MRKS (WORD)	EA	18	225.00	4,050.00
0712 6008	JOINT & CRACK SEALING	LBS	11,336	5.00	56,680.00
SUP 1	DOOR HANGER (PER PROJECT)	LS	1	2,500.00	2,500.00
SUP 2.1	SLURRY SEAL (25 LBS / SY - COMPOSITE)	TON	1,096	380.00	416,480.00
SUP 2.2	SLURRY SEAL (30 LBS / SY - COMPOSITE)	TON	901	390.00	351,390.00
SUP 3	SIGN ADJUSTMENT	EA	*5	200.00	1,000.00
TOTAL OF ALL UNIT PRICE BID ITEMS - BASE BID					1,745,244.50

*BID ITEM QUANTITY DOES NOT REFLECT PROPOSED IMPROVEMENT QUANTITIES. QUANTITY IS FOR ESTIMATING/BIDDING PURPOSES ONLY.

BID ALTERNATE 1 BID SCHEDULE - 2024 SPAM RESURFACING PROJECT					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1502	MOBILIZATION (PER SUBDIVISION) (MOBILE VILLA ESTATES)	LS	1	20,000.00	20,000.00
1580	PROJECT IDENTIFICATION SIGN (PER SUBDIVISION)	EA	1	950.00	950.00
2086.4	MANHOLE ADJUSTMENT (STORM)	EA	-		
2086.5	CUSTOMER SHUTOFF VALVE BOX ADJUSTMENT	EA	-		
2221.1	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	-		
2221.3	REMOVING EXISTING ASPHALTIC PAVEMENT (2.5")	SY	161	6.50	1,046.50
2221.4	REMOVING EXISTING ASPHALTIC PAVEMENT (5")	SY	778	85.00	66,130.00
2741.1	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (2.5" THICKNESS)(PG 64-22)	TON	25	190.00	4,750.00
2741.2	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (5" THICKNESS)(PG 64-22)	TON	216	190.00	41,040.00
2764.3	RAISED PAVEMENT MARKER TYPE II B	EA	5	15.00	75.00
0712 6008	JOINT & CRACK SEALING	LBS	817	5.00	4,085.00
SUP 2.1	SLURRY SEAL (25 LBS / SY - COMPOSITE)	TON	126	380.00	47,880.00
TOTAL OF ALL UNIT PRICE BID ITEMS - BID ALTERNATE 1					185,956.50

BID ALTERNATE 2 BID SCHEDULE - 2024 SPAM RESURFACING PROJECT					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1502	MOBILIZATION (PER SUBDIVISION) (INGLEWOOD DRIVE)	LS	1	18,500.00	18,500.00
1580	PROJECT IDENTIFICATION SIGN (PER SUBDIVISION)	EA	1	950.00	950.00
2086.2	MANHOLE ADJUSTMENT (SEWER)	EA	1	5,500.00	5,500.00
2086.4	MANHOLE ADJUSTMENT (STORM)	EA	-		
2086.5	CUSTOMER SHUTOFF VALVE BOX ADJUSTMENT	EA	-		
2221.1	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	-		
2221.3	REMOVING EXISTING ASPHALTIC PAVEMENT (2.5")	SY	433	9.00	3,897.00
2221.5	REMOVING EXISTING ASPHALTIC PAVEMENT (6" - 10")	CY	272	85.00	23,120.00
2741.1	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (2.5" THICKNESS)(PG 64-22)	TON	60	190.00	11,400.00
2741.3	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (6" - 10" THICKNESS)(PG 64-22)	TON	538	195.00	104,910.00
2767.8	24" WHITE THERMOPLASTIC STRIPE	LF	100	9.00	900.00
0677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	100	9.00	900.00
0712 6008	JOINT & CRACK SEALING	LBS	283	5.00	1,415.00
SUP 2.2	SLURRY SEAL (30 LBS / SY - COMPOSITE)	TON	72	390.00	28,080.00
TOTAL OF ALL UNIT PRICE BID ITEMS - BID ALTERNATE 2					199,572.00

BID ALTERNATE 3 BID SCHEDULE - 2024 SPAM RESURFACING PROJECT					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1502	MOBILIZATION (PER SUBDIVISION) (ARANDA LANE)	LS	1	18,500.00	18,500.00
1580	PROJECT IDENTIFICATION SIGN (PER SUBDIVISION)	EA	1	950.00	950.00
2086.4	MANHOLE ADJUSTMENT (STORM)	EA	-		
2086.5	CUSTOMER SHUTOFF VALVE BOX ADJUSTMENT	EA	-		
2221.1	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	-		
2221.3	REMOVING EXISTING ASPHALTIC PAVEMENT (2.5")	SY	171	6.00	1,026.00
2221.4	REMOVING EXISTING ASPHALTIC PAVEMENT (5")	SY	1,782	12.00	21,384.00
2741.1	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (2.5" THICKNESS)(PG 64-22)	TON	25	190.00	4,750.00
2741.2	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (5" THICKNESS)(PG 64-22)	TON	491	190.00	93,290.00
2764.3	RAISED PAVEMENT MARKER TYPE II B	EA	1	10.00	10.00
2767.1	4" YELLOW THERMOPLASTIC STRIPE	LF	120	1.50	180.00
2767.2	4" WHITE THERMOPLASTIC STRIPE	LF	110	1.50	165.00
0712 6008	JOINT & CRACK SEALING	LBS	297	5.00	1,485.00
SUP 2.1	SLURRY SEAL (25 LBS / SY - COMPOSITE)	TON	66	385.00	25,410.00
TOTAL OF ALL UNIT PRICE BID ITEMS - BID ALTERNATE 3					167,150.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be complete in accordance with Article 4 of the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; and
 - G. Form 1295 – Certificate of Interested Parties (Bidder must complete form online at www.ethics.state.tx.us/File); and
 - H. Prohibition on Contracts with Companies Boycotting Israel

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

R.L. Jones LP

By:

[Signature]



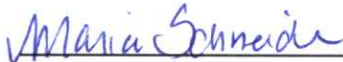
[Printed name]

Josh Jones, President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Maria Schneider

Title:

Office Administrator

Submittal Date:

September 6, 2024

Address for giving notices:

18946 Redland Road

San Antonio, Texas 78259

Telephone Number:

210-496-6223

Fax Number:

210-495-7535

Contact Name and e-mail address:

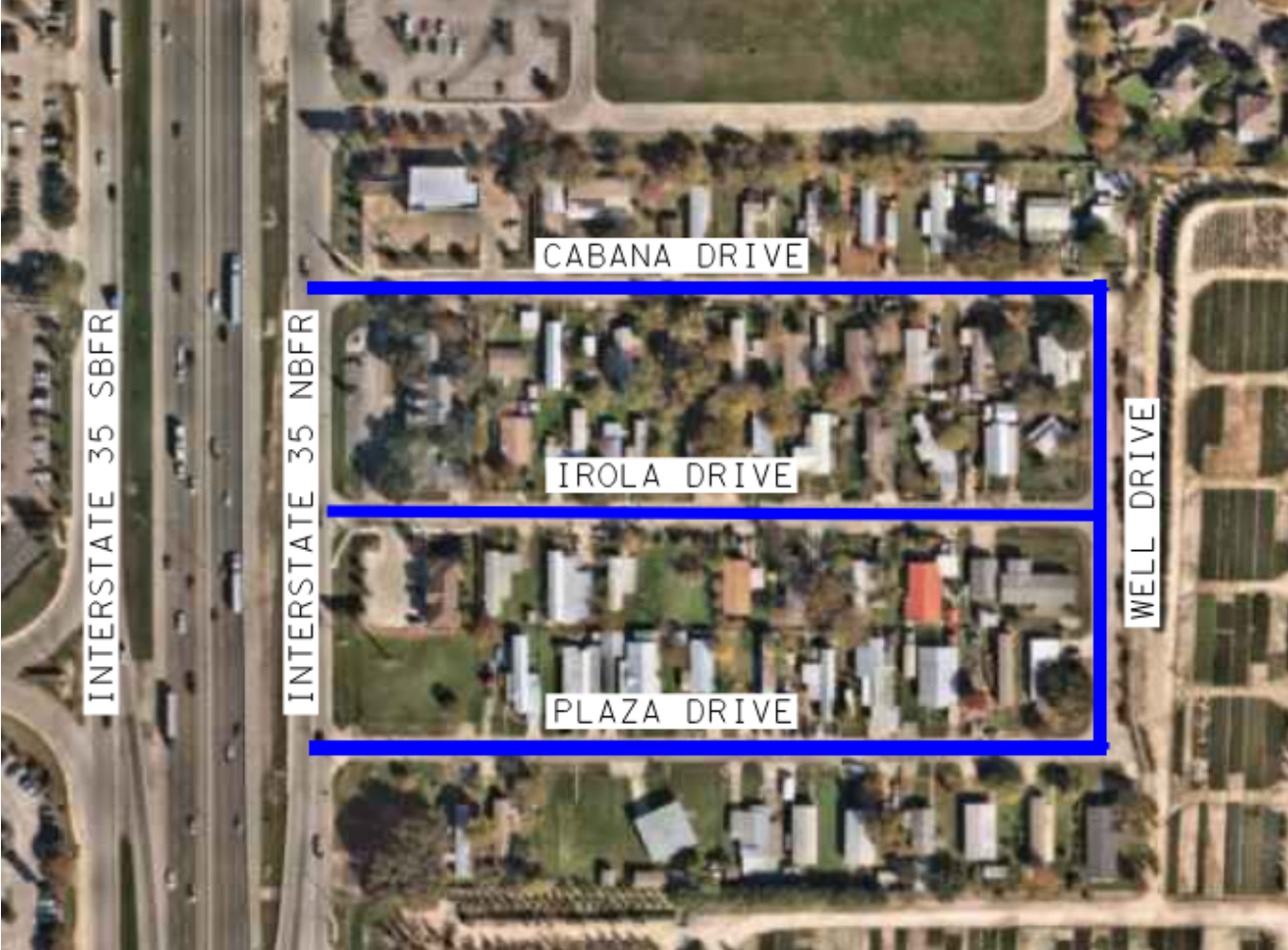
Josh Jones

admin@rljoneslp.com

Bidder's License No.:

N/A

(where applicable)





BID TABULATION				R.L. Jones LP 18946 Redland Road San Antonio, TX 78259 (210) 496-6223		Engineer's Estimate		Unit Price Comparison	
Project: 2024 SPAM Resurfacing Project (Bid No. 2024-015) Bid Submittal: Friday, September 6, 2024 @ 3:30 PM Owner: City of Schertz Engineering Department Engineer: Kimley-Horn and Associates, Inc. 10101 Reunion Place, Suite 400, San Antonio, Texas 78216 (210) 541-9166 KHA Project No.: 068702916				LOWEST RESPONSIVE BIDDER					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	DELTA	% DELTA
BASE BID									
1502	MOBILIZATION (PER SUBDIVISION) (THE RIDGE AT SCENIC HILLS & FAIRHAVEN)	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 34,020.00	\$ 34,020.00	\$ (980.00)	-2.88%
1502	MOBILIZATION (PER SUBDIVISION) (KENSINGTON RANCH & SAVANNAH BLUFF)	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 49,790.00	\$ 49,790.00	\$ 19,790.00	39.75%
1502	MOBILIZATION (PER SUBDIVISION) (SCHERTZ PARKWAY)	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 66,350.00	\$ 66,350.00	\$ 31,350.00	47.25%
1502	MOBILIZATION (PER SUBDIVISION) (HALLIE'S COVE)	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 4,410.00	\$ 4,410.00	\$ (30,590.00)	-693.65%
1502	MOBILIZATION (PER SUBDIVISION) (THE CROSSVINE)	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 1,580.00	\$ 1,580.00	\$ (28,420.00)	-1798.73%
1580	PROJECT IDENTIFICATION SIGN (PER SUBDIVISION)	5	EA	\$ 950.00	\$ 4,750.00	\$ 1,500.00	\$ 7,500.00	\$ 550.00	36.67%
2086.1	METER BOX ADJUSTMENT	*1	EA	\$ 850.00	\$ 850.00	\$ 1,000.00	\$ 1,000.00	\$ 150.00	15.00%
2086.2	MANHOLE ADJUSTMENT (SEWER)	6	EA	\$ 4,500.00	\$ 27,000.00	\$ 1,500.00	\$ 9,000.00	\$ (3,000.00)	-200.00%
2086.3	VALVE BOX ADJUSTMENT	5	EA	\$ 1,450.00	\$ 7,250.00	\$ 700.00	\$ 3,500.00	\$ (750.00)	-107.14%
2086.4	MANHOLE ADJUSTMENT (STORM)	*1	EA	\$ 5,500.00	\$ 5,500.00	\$ 1,500.00	\$ 1,500.00	\$ (4,000.00)	-266.67%
2221.1	REMOVAL OF SIDEWALK AND DRIVEWAY	38	SY	\$ 35.00	\$ 1,330.00	\$ 40.00	\$ 1,520.00	\$ 5.00	12.50%
2221.3	REMOVING EXISTING ASPHALTIC PAVEMENT (2.5")	2,368	SY	\$ 6.50	\$ 15,392.00	\$ 20.00	\$ 47,360.00	\$ 13.50	67.50%
2221.4	REMOVING EXISTING ASPHALTIC PAVEMENT (5")	4,210	SY	\$ 13.00	\$ 54,730.00	\$ 16.00	\$ 67,360.00	\$ 3.00	18.75%
2221.5	REMOVING EXISTING ASPHALTIC PAVEMENT (6" - 10")	485	CY	\$ 90.00	\$ 43,650.00	\$ 150.00	\$ 72,750.00	\$ 60.00	40.00%
2221.6	REMOVE CONCRETE CURB, CURB & GUTTER, AND MOUNTABLE CURB	459	LF	\$ 25.00	\$ 11,475.00	\$ 10.00	\$ 4,590.00	\$ (15.00)	-150.00%
2741.1	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (2.5" THICKNESS)(PG 64-22)	341	TON	\$ 190.00	\$ 64,790.00	\$ 175.00	\$ 59,675.00	\$ (15.00)	-8.57%
2741.2	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (5" THICKNESS)(PG 64-22)	1,176	TON	\$ 190.00	\$ 223,440.00	\$ 185.00	\$ 217,560.00	\$ (5.00)	-2.70%
2741.3	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (6" - 10" THICKNESS)(PG 64-22)	925	TON	\$ 195.00	\$ 180,375.00	\$ 190.00	\$ 175,750.00	\$ (5.00)	-2.63%
2741.4	LEVEL UP WITH HMAC TYPE B ASPHALT (PG 64-22) (VARIABLE DEPTH)	32	TON	\$ 165.00	\$ 5,280.00	\$ 175.00	\$ 5,600.00	\$ 10.00	5.71%
2754	PORTLAND CEMENT CONCRETE DRIVEWAY (RESIDENTIAL)	29	SY	\$ 125.00	\$ 3,625.00	\$ 120.00	\$ 3,480.00	\$ (5.00)	-4.17%
2764.1	RAISED PAVEMENT MARKER TYPE I C-R	340	EA	\$ 5.75	\$ 1,955.00	\$ 10.00	\$ 3,400.00	\$ 4.25	42.50%
2764.2	RAISED PAVEMENT MARKER TYPE II A-A	9	EA	\$ 5.75	\$ 51.75	\$ 10.00	\$ 90.00	\$ 4.25	42.50%
2764.3	RAISED PAVEMENT MARKER TYPE II B	51	EA	\$ 10.00	\$ 510.00	\$ 10.00	\$ 510.00	\$ -	0.00%
2767.1	4" YELLOW THERMOPLASTIC STRIPE	680	LF	\$ 2.00	\$ 1,360.00	\$ 1.00	\$ 680.00	\$ (1.00)	-100.00%
2767.3	4" DASHED WHITE THERMOPLASTIC STRIPE	5,390	LF	\$ 2.25	\$ 12,127.50	\$ 1.50	\$ 8,085.00	\$ (0.75)	-50.00%
2767.4	6" BLACK THERMOPLASTIC STRIPE	1,480	LF	\$ 2.25	\$ 3,330.00	\$ 1.75	\$ 2,590.00	\$ (0.50)	-28.57%
2767.5	8" BLACK THERMOPLASTIC STRIPE	1,290	LF	\$ 2.75	\$ 3,547.50	\$ 2.00	\$ 2,580.00	\$ (0.75)	-37.50%
2767.6	8" WHITE THERMOPLASTIC STRIPE	1,115	LF	\$ 2.75	\$ 3,066.25	\$ 2.00	\$ 2,230.00	\$ (0.75)	-37.50%
2767.8	24" WHITE THERMOPLASTIC STRIPE	1,383	LF	\$ 8.50	\$ 11,755.50	\$ 11.00	\$ 15,213.00	\$ 2.50	22.73%
2767.9	24" YELLOW THERMOPLASTIC STRIPE	40	LF	\$ 8.50	\$ 340.00	\$ 15.00	\$ 600.00	\$ 6.50	43.33%
2767.1	WHITE THERMOPLASTIC WORD "ONLY"	18	EA	\$ 250.00	\$ 4,500.00	\$ 400.00	\$ 7,200.00	\$ 150.00	37.50%
2767.11	WHITE THERMOPLASTIC ARROW (LEFT/RIGHT/STRAIGHT)	18	EA	\$ 250.00	\$ 4,500.00	\$ 400.00	\$ 7,200.00	\$ 150.00	37.50%
2767.13	SOLID YELLOW MEDIAN NOSE	1	EA	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 100.00	16.67%
2771.1	CONCRETE CURB & GUTTER	459	LF	\$ 25.00	\$ 11,475.00	\$ 35.00	\$ 16,065.00	\$ 10.00	28.57%
2771.2	CONCRETE VALLEY GUTTER	90	SY	\$ 135.00	\$ 12,150.00	\$ 100.00	\$ 9,000.00	\$ (35.00)	-35.00%
2775.1	CONCRETE SIDEWALK	9	SY	\$ 115.00	\$ 1,035.00	\$ 100.00	\$ 900.00	\$ (15.00)	-15.00%
2811	LANDSCAPE IRRIGATION	459	LF	\$ 8.00	\$ 3,672.00	\$ 35.00	\$ 16,065.00	\$ 27.00	77.14%
2911	TOPSOIL	34	CY	\$ 25.00	\$ 850.00	\$ 50.00	\$ 1,700.00	\$ 25.00	50.00%
2922	SODDING (BERMUDA OR ST. AUGUSTINE)	178	SY	\$ 10.00	\$ 1,780.00	\$ 20.00	\$ 3,560.00	\$ 10.00	50.00%
0677 6003	ELIM EXT PAV MRK & MRKS (8")	1,115	LF	\$ 3.00	\$ 3,345.00	\$ 4.00	\$ 4,460.00	\$ 1.00	25.00%
0677 6007	ELIM EXT PAV MRK & MRKS (24")	1,423	LF	\$ 9.00	\$ 12,807.00	\$ 10.00	\$ 14,230.00	\$ 1.00	10.00%
0677 6008	ELIM EXT PAV MRK & MRKS (ARROW)	18	LF	\$ 225.00	\$ 4,050.00	\$ 100.00	\$ 1,800.00	\$ (125.00)	-125.00%
0677 6012	ELIM EXT PAV MRK & MRKS (WORD)	18	EA	\$ 225.00	\$ 4,050.00	\$ 100.00	\$ 1,800.00	\$ (125.00)	-125.00%
0712 6008	JOINT & CRACK SEALING	11,336	LBS	\$ 5.00	\$ 56,680.00	\$ 6.00	\$ 68,016.00	\$ 1.00	16.67%
SUP 1	DOOR HANGER (PER PROJECT)	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	16.67%
SUP 2.1	SLURRY SEAL (25 LBS / SY - COMPOSITE)	1,096	TON	\$ 380.00	\$ 416,480.00	\$ 340.00	\$ 372,640.00	\$ (40.00)	-11.76%
SUP 2.2	SLURRY SEAL (30 LBS / SY - COMPOSITE)	901	TON	\$ 390.00	\$ 351,390.00	\$ 360.00	\$ 324,360.00	\$ (30.00)	-8.33%
SUP 3	SIGN ADJUSTMENT	*5	EA	\$ 200.00	\$ 1,000.00	\$ 250.00	\$ 1,250.00	\$ 50.00	20.00%
CONT	BASE BID CONTINGENCY	1	LS	\$ -	\$ -	\$ 82,350.00	\$ 82,350.00		

BID TABULATION				R.L. Jones LP 18946 Redland Road San Antonio, TX 78259 (210) 496-6223		Engineer's Estimate		Unit Price Comparison	
Project: 2024 SPAM Resurfacing Project (Bid No. 2024-015) Bid Submittal: Friday, September 6, 2024 @ 3:30 PM Owner: City of Schertz Engineering Department Engineer: Kimley-Horn and Associates, Inc. 10101 Reunion Place, Suite 400, San Antonio, Texas 78216 (210) 541-9166 KHA Project No.: 068702916				LOWEST RESPONSIVE BIDDER					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	DELTA	% DELTA
TOTAL BASE BID:					\$ 1,745,244.50		\$ 1,806,469.00		3.39%
BID ALTERNATE 1									
1502	MOBILIZATION (PER SUBDIVISION) (MOBILE VILLA ESTATES)	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 10,930.00	\$ 10,930.00	\$ (9,070.00)	-82.98%
1580	PROJECT IDENTIFICATION SIGN (PER SUBDIVISION)	1	EA	\$ 950.00	\$ 950.00	\$ 1,500.00	\$ 1,500.00	\$ 550.00	36.67%
2221.3	REMOVING EXISTING ASPHALTIC PAVEMENT (2.5")	161	SY	\$ 6.50	\$ 1,046.50	\$ 20.00	\$ 3,220.00	\$ 13.50	67.50%
2221.4	REMOVING EXISTING ASPHALTIC PAVEMENT (5")	778	SY	\$ 85.00	\$ 66,130.00	\$ 16.00	\$ 12,448.00	\$ (69.00)	-431.25%
2741.1	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (2.5" THICKNESS)(PG 64-22)	25	TON	\$ 190.00	\$ 4,750.00	\$ 175.00	\$ 4,375.00	\$ (15.00)	-8.57%
2741.2	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (5" THICKNESS)(PG 64-22)	216	TON	\$ 190.00	\$ 41,040.00	\$ 185.00	\$ 39,960.00	\$ (5.00)	-2.70%
2764.3	RAISED PAVEMENT MARKER TYPE II B	5	EA	\$ 15.00	\$ 75.00	\$ 10.00	\$ 50.00	\$ (5.00)	-50.00%
0712 6008	JOINT & CRACK SEALING	817	LBS	\$ 5.00	\$ 4,085.00	\$ 6.00	\$ 4,902.00	\$ 1.00	16.67%
SUP 2.1	SLURRY SEAL (25 LBS / SY - COMPOSITE)	126	TON	\$ 380.00	\$ 47,880.00	\$ 340.00	\$ 42,840.00	\$ (40.00)	-11.76%
CONT	BID ALTERNATE 1 CONTINGENCY	1	LS	\$ -	\$ -	\$ 6,100.00	\$ 6,100.00		
TOTAL BID ALTERNATE 1:					\$ 185,956.50		\$ 126,325.00		-47.20%
BID ALTERNATE 2									
1502	MOBILIZATION (PER SUBDIVISION) (INGLEWOOD DRIVE)	1	LS	\$ 18,500.00	\$ 18,500.00	\$ 19,490.00	\$ 19,490.00	\$ 990.00	5.08%
1580	PROJECT IDENTIFICATION SIGN (PER SUBDIVISION)	1	EA	\$ 950.00	\$ 950.00	\$ 1,500.00	\$ 1,500.00	\$ 550.00	36.67%
2086.2	MANHOLE ADJUSTMENT (SEWER)	1	EA	\$ 5,500.00	\$ 5,500.00	\$ 1,500.00	\$ 1,500.00	\$ (4,000.00)	-266.67%
2221.3	REMOVING EXISTING ASPHALTIC PAVEMENT (2.5")	433	SY	\$ 9.00	\$ 3,897.00	\$ 20.00	\$ 8,660.00	\$ 11.00	55.00%
2221.5	REMOVING EXISTING ASPHALTIC PAVEMENT (6" - 10")	272	CY	\$ 85.00	\$ 23,120.00	\$ 150.00	\$ 40,800.00	\$ 65.00	43.33%
2741.1	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (2.5" THICKNESS)(PG 64-22)	60	TON	\$ 190.00	\$ 11,400.00	\$ 175.00	\$ 10,500.00	\$ (15.00)	-8.57%
2741.3	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (6" - 10" THICKNESS)(PG 64-22)	538	TON	\$ 195.00	\$ 104,910.00	\$ 190.00	\$ 102,220.00	\$ (5.00)	-2.63%
2767.8	24" WHITE THERMOPLASTIC STRIPE	100	LF	\$ 9.00	\$ 900.00	\$ 11.00	\$ 1,100.00	\$ 2.00	18.18%
0677 6007	ELIM EXT PAV MRK & MRKS (24")	100	LF	\$ 9.00	\$ 900.00	\$ 10.00	\$ 1,000.00	\$ 1.00	10.00%
0712 6008	JOINT & CRACK SEALING	283	LBS	\$ 5.00	\$ 1,415.00	\$ 6.00	\$ 1,698.00	\$ 1.00	16.67%
SUP 2.2	SLURRY SEAL (30 LBS / SY - COMPOSITE)	72	TON	\$ 390.00	\$ 28,080.00	\$ 360.00	\$ 25,920.00	\$ (30.00)	-8.33%
CONT	BID ALTERNATE 2 CONTINGENCY	1	LS	\$ -	\$ -	\$ 10,800.00	\$ 10,800.00		
TOTAL BID ALTERNATE 2:					\$ 199,572.00		\$ 225,188.00		11.38%
BID ALTERNATE 3									
1502	MOBILIZATION (PER SUBDIVISION) (ARANDA LANE)	1	LS	\$ 18,500.00	\$ 18,500.00	\$ 15,320.00	\$ 15,320.00	\$ (3,180.00)	-20.76%
1580	PROJECT IDENTIFICATION SIGN (PER SUBDIVISION)	1	EA	\$ 950.00	\$ 950.00	\$ 1,500.00	\$ 1,500.00	\$ 550.00	36.67%
2221.3	REMOVING EXISTING ASPHALTIC PAVEMENT (2.5")	171	SY	\$ 6.00	\$ 1,026.00	\$ 20.00	\$ 3,420.00	\$ 14.00	70.00%
2221.4	REMOVING EXISTING ASPHALTIC PAVEMENT (5")	1,782	SY	\$ 12.00	\$ 21,384.00	\$ 16.00	\$ 28,512.00	\$ 4.00	25.00%
2741.1	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (2.5" THICKNESS)(PG 64-22)	25	TON	\$ 190.00	\$ 4,750.00	\$ 175.00	\$ 4,375.00	\$ (15.00)	-8.57%
2741.2	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (5" THICKNESS)(PG 64-22)	491	TON	\$ 190.00	\$ 93,290.00	\$ 185.00	\$ 90,835.00	\$ (5.00)	-2.70%
2764.3	RAISED PAVEMENT MARKER TYPE II B	1	EA	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ -	0.00%
2767.1	4" YELLOW THERMOPLASTIC STRIPE	120	LF	\$ 1.50	\$ 180.00	\$ 1.00	\$ 120.00	\$ (0.50)	-50.00%
2767.2	4" WHITE THERMOPLASTIC STRIPE	110	LF	\$ 1.50	\$ 165.00	\$ 1.00	\$ 110.00	\$ (0.50)	-50.00%
0712 6008	JOINT & CRACK SEALING	297	LBS	\$ 5.00	\$ 1,485.00	\$ 6.00	\$ 1,782.00	\$ 1.00	16.67%
SUP 2.1	SLURRY SEAL (25 LBS / SY - COMPOSITE)	66	TON	\$ 385.00	\$ 25,410.00	\$ 340.00	\$ 22,440.00	\$ (45.00)	-13.24%
CONT	BID ALTERNATE 3 CONTINGENCY	1	LS	\$ -	\$ -	\$ 8,500.00	\$ 8,500.00		

BID TABULATION				R.L. Jones LP 18946 Redland Road San Antonio, TX 78259 (210) 496-6223		Engineer's Estimate		Unit Price Comparison	
Project: 2024 SPAM Resurfacing Project (Bid No. 2024-015) Bid Submittal: Friday, September 6, 2024 @ 3:30 PM Owner: City of Schertz Engineering Department Engineer: Kimley-Horn and Associates, Inc. 10101 Reunion Place, Suite 400, San Antonio, Texas 78216 (210) 541-9166 KHA Project No.: 068702916				LOWEST RESPONSIVE BIDDER					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	DELTA	% DELTA
	TOTAL BID ALTERNATE 3:				\$ 167,150.00		\$ 176,924.00		5.52%
	TOTAL BID:				\$ 2,297,923.00		\$ 2,334,906.00		1.58%



October 3, 2024

John Nowak, PE
Assistant City Engineer
City of Schertz, Engineering Department
11 Commercial Place
Schertz, Texas 78154

RE: *2024 SPAM Resurfacing Project (Bid No. 2024-015)*
Bid Analysis and Contract Award Recommendation

Dear Mr. Nowak:

On Friday, September 6, 2024, Contractor bids were submitted for the above referenced contract. In total, one (1) Contractor submitted on this contract. The following summary represents the bidder and their total contract bid with the Engineer’s opinion of probable construction cost (OPCC), in sequential order from lowest to highest:

Base Bid

- R.L. Jones LP\$1,745,244.50
- Engineer OPCC\$1,806,469.00

Bid Alternate #1

- R.L. Jones LP\$185,956.50
- Engineer OPCC\$126,325.00

Bid Alternate #2

- R.L. Jones LP\$199,572.00
- Engineer OPCC\$225,188.00

Bid Alternate #3

- R.L. Jones LP\$167,150.00
- Engineer OPCC\$176,924.00

Base Bid and Bid Alternate 1, Bid Alternate 2, Bid Alternate 3

- R.L. Jones LP\$2,297,923.00
- Engineer OPCC\$2,334,906.00

The bid format for this contract is Low Bid. Kimley-Horn reviewed the unit prices bid by the Contractor and their bid is considered responsive based on the review of unit prices alone. The lowest responsive bidder for this contract is R.L. Jones LP with a base bid of \$1,745,244.50. Based on Kimley-Horn's review of the unit bid prices, project experience list, and subcontractor list, Kimley-Horn recommends award of this contract to R.L. Jones LP.

R.L. Jones LP's base bid is 3.4% lower than the Engineer's OPCC, and total contract bid is 1.6% lower than the Engineer's OPCC.

If you have any questions regarding the information submitted with this contract award recommendation, please contact me at 210.321.3404, or stephen.aniol@kimley-horn.com.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.
TBPE# 928



By: Stephen J. Aniol, P.E.
Project Manager

Cc: Kathy Woodlee, PE
Chance Dyess, PE

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: Planning & Community Development
Subject: Ordinance 24-S-155 - Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 4 - Procedures and Applications, and Article 5 - Zoning Districts *First Reading* (B.James/L.Wood/S.Haas)

BACKGROUND

As stated in the Unified Development Code (UDC), City Council from time to time, on its own motion, or at the recommendation of City Staff amend, change, or modify text in any portion of the UDC to establish and maintain stable and desirable development. It is generally considered good practice to periodically review and update the development regulations due to changing conditions, community goals, and/or State and Federal regulations.

When evaluating Comprehensive Plan Amendments, Unified Development Code Amendments, Specific Use Permits, or Zone Changes, staff uses a set of criteria, specific to each application, to base their analysis and recommendation on. Staff researched neighboring municipalities as well as other cities throughout the state on what their similar criteria stated. After this research, Staff determined that our own criteria are in need of revision to become more clear and easy to understand, to match city practices, and to reflect the particular challenges of today.

The first section that staff is proposing to amend is UDC section 21.4.6.D, which is the criteria for approval for amending the Comprehensive Plan. Criteria number one includes text that says "health, safety, or general welfare of the City and the safe, orderly, efficient and healthful development". Staff feels as though this is redundant and is proposing to remove "safe, orderly, efficient and healthful development". Leaving "health, safety, or general welfare" matches language from the Local Government Code and is consistent with the rest of the UDC. Staff is proposing to combine current criteria #2 and #4 to be more concise while also removing the "taking into account..." text as this is redundant and an implicit analysis for Staff and decision makers. Finally, the last criterion was modified to provide not just our decision makers, but also staff space to consider other "factors".

Comprehensive Plan Amendments Criteria For Approval 21.4.6.D	
Current Text	Proposed Text
<ol style="list-style-type: none"> 1. The proposed amendment promotes the health, safety, or general welfare of the City and the safe, orderly, efficient and healthful development of the City; 2. An amendment to the text is consistent with other policies of the Comprehensive Land Plan, taking into account the nature of any proposed 	<ol style="list-style-type: none"> 1. The proposed amendment promotes the health, safety, or general welfare of the City; 2. An amendment to the text is consistent with the goals, objectives, and other policies of the Comprehensive Land Plan;

<p>map amendment associated with the text amendment;</p> <ol style="list-style-type: none"> 3. An amendment to the Future Land Use Map, Master Thoroughfare Plan or any other applicable maps contained in the Comprehensive Land Plan is consistent with the policies of the Comprehensive Land Plan that apply to the map being amended, taking into account the nature of any proposed land use associated with the map amendment; 4. Any proposed amendment is consistent with the goals and objectives of the Comprehensive Land Plan; 5. Any proposed amendment addresses circumstances that have changed since the last time the plan map or text was considered, implements plan policies better than the current plan map or text corrects a mapping error or addresses a deficiency in the plan; and 6. 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 amendment. 	<ol style="list-style-type: none"> 3. An amendment to the Future Land Use Map, Master Thoroughfare Plan or any other applicable maps contained in the Comprehensive Land Plan is consistent with the policies of the Comprehensive Land Plan that apply to the map being amended; 4. Any proposed amendment addresses circumstances that have changed since the last time the plan map or text was considered, implements plan policies better than the current plan map or text corrects a mapping error or addresses a deficiency in the plan; and 5. Other factors which, are deemed relevant and important in the consideration of the amendment.
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The second section that staff is proposing to amend is UDC section 21.4.7.D, which is the criteria for approval for amending the Unified Development Code text. Criteria number one includes text that says "health, safety, or general welfare of the City and the safe, orderly, efficient and healthful development". Staff feels as though this is redundant and is proposing to remove "safe, orderly, efficient and healthful development". Leaving "health, safety, or general welfare" matches language from the Local Government Code and is consistent with the rest of the UDC. Staff is proposing to combine current criteria #2 and #3, and adding new text stating "The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law". Staff proposes that this new item is needed as Schertz is rapidly developing, and state law is frequently changing. Also, the UDC is an extensive document that has been constantly evolving for many years, so certain errors can occur. Finally, the last criterion was modified to provide not just our decision makers, but also staff space to consider other "factors".

UDC Criteria For Approval 21.4.7.D	
Current Text	Proposed Text
<ol style="list-style-type: none"> 1. The proposed amendment promotes the health, safety, or general welfare of the City and the safe, orderly, efficient and healthful development of the City 2. An amendment to the text is consistent with other policies of this UDC and the City 3. Any proposed amendment is consistent with the goals and objectives of this UDC and the City; and 4. Other criteria which, at the discretion of the 	<ol style="list-style-type: none"> 1. The proposed amendment promotes the health, safety, and general welfare of the City; 2. The proposed amendment is consistent with the goals, objectives, and policies of this UDC and the City; 3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law; and

Planning and Zoning Commission and the City Council, are deemed relevant and important in the consideration of the amendment.

4. Other factors which are deemed relevant and important in the consideration of the amendment.

The next section staff is proposing to modify is UDC 21.5.4. This is the section for zone changes. The first change that staff is proposing to change is by removing "or zoning map amendment" from the section. This is redundant and when zoning changes occur, as a zoning map amendment will always follow a zone change. This is most likely a hold-over from an earlier time when zone changes and zoning map amendments could occur at different times. Now with better technology, the zoning map is updated almost as soon as the zoning ordinance is approved. The next changes focus specifically on 21.5.4.D, Criteria for Approval. Similar to the UDC criteria changes, staff is proposing to eliminate language that is redundant. Staff is also proposing to eliminate current criteria #4 through #7. These criteria do not match current practice or are hold-overs from previous city charters. For example, in the 2012-2013 City Charter, Section 6.07 had extensive language about the duties of the Tax-Assessor Collector, when taxes should be collected, and when taxes could be assessed. This section was removed in the adopted 2015 City Charter. The "back taxes owed" criterion is most likely a remnant of this City Charter.

Zone Change Criteria For Approval 21.5.4.D	
Current Text	Proposed Text
<ol style="list-style-type: none"> 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; 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; 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; 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; 5. Whether there have been environmental and/or economical changes which warrant the requested change; 6. Whether there is an error in the original zoning of the property for which a change is requested; 7. Whether all of the applicant's back taxed owed to the City have been paid in full (no application will receive final approval until all back taxes are paid in full); and 8. Whether other criteria are met, which, at the 	<ol style="list-style-type: none"> 1. Whether the proposed zoning change implements the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans; 2. Whether the proposed zoning change promotes the health, safety, and general welfare of the City. 3. Whether the uses permitted by the proposed change will be consistent and appropriate with existing uses in the immediate area: 4. Whether other factors are deemed relevant and important in the consideration of the amendment.

discretion of the Planning and Zoning Commission and the City Council, are deemed relevant and important in the consideration of the amendment.

The last section Staff is proposing to change is UDC Section 21.5.11.D. This section pertains to Specific Use Permits. Proposed changes in language are consistent with the other two sections in these proposed amendments. Additionally, on March 14, 2023, City Council approved Ordinance 23-S-07. This ordinance amended portions of the UDC that required more stringent application requirements for Specific Use Permits, such as a detailed site plan. As a result, criteria #3 through #7 do not match the changes in current city practice that Ordinance 23-S-07 initiated. Finally, current criteria #8 was reworded to better convey the purpose of a discretionary Specific Use Permit. That is, developments "with unique or widely varying operating characteristics" necessitate more evaluation to ensure adverse impacts on the surrounding area will not occur.

Specific Use Permit Criteria For Approval 21.5.11.D	
Current Text	Proposed Text
<ol style="list-style-type: none"> 1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Land Plan; 2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations; 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; 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; 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; 6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed use on adjacent 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; 8. The proposed [use] promotes the health, safety or general welfare of the City and the safe, orderly, 	<ol style="list-style-type: none"> 1. The proposed use at the specified location is consistent with the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans. 2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations; 3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods. 4. The proposed use will not adversely affect the overall health, safety or general welfare of the City; 5. Whether other factors are deemed relevant and important in the consideration of the Specific Use Permit.

- efficient and healthful development of the City;
9. No application made under these provisions will receive final approval until all back taxes owed to the City have been paid in full; and
 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.

GOAL

To amend the Unified Development Code in order to match city practices and better convey the intent of the UDC by providing clearer language.

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 Unified Development Code amendments, staff uses the criteria in UDC section 21.4.7.D. to make a recommendation:

1. The proposed 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 promote orderly and efficient development, the UDC functions better when it matches current city practices. Also, it is better for the residents of Schertz, applicants, and Staff when there is continuity and clarity throughout the UDC. For these reasons, streamlining our criteria for approval will assist with the orderly and efficient development of the City.

2. An amendment to the text is consistent with other policies of this UDC and the City;

As mentioned in the background, many of these proposed amendments are reflective of changes in the City Charter, adopted ordinances, and updated city practices. For this reason, these amendments are consistent with the policies of the UDC and the City.

3. Any proposed amendment is consistent with the goals and objectives of this UDC and the City; and

The City of Schertz Strategic Plan has clear stated goals for the Operational Values of the city. Among these is the goal to be proactive; "Proactive means initiating change by anticipating future situations in order to make things happen". Within this framework, it is the responsibility of staff to be "continuously improving and evolving", "forward-thinking", and have "the ability to forecast and meet needs even before the customer identifies them". These amendments would achieve these goals in the Strategic Plan.

4. Other criteria 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.

As of this staff report, Staff has received no special considerations. However, the scheduled public hearing provides the opportunity for the City Council to determine this.

Therefore, Staff is recommending approval of Ordinance 24-S-155

The Planning and Zoning Commission held a public hearing on September 4, 2024, and made a

recommendation of approval with a 6-0 vote.

RECOMMENDATION

Approval of Ordinance 24-S-155.

Attachments

Ord. 24-S-155 with Exhibits
UDC Criteria for Approval - redlines
UDC Criteria for Approval - Clean
City Council Presentation Slides

ORDINANCE NO. 24-S-155

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO AMEND PART III, SCHERTZ CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE (UDC) ARTICLE 4 - PROCEDURES AND APPLICATIONS, AND ARTICLE 5 - ZONING DISTRICTS

WHEREAS, pursuant to Ordinance No. 10-S-06, the City of Schertz (the “City”) adopted and Amended and Restated Unified Development Code on April 13, 2010, as further amended (the “Current UDC”); and

WHEREAS, City Staff has reviewed the Current UDC and have recommended certain revision and updates to, and reorganization of, the Current UDC;

WHEREAS, on September 4, 2024, the Planning and Zoning Commission conducted a public hearing and, thereafter recommended approval; and

WHEREAS, on October 15, 2024, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the proposed amendments are appropriate and in the interest of the public safety, health, and welfare.

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

Section 1. The current UDC is hereby amended as set forth on Exhibit A and Exhibit B hereto.

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.

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"

Proposed Unified Development Code (UDC) Amendments

Article 4 – Procedures and Applications

Sec. 21.4.6. Comprehensive Land Plan Amendment.

- A. *Applicability.* The Comprehensive Land Plan of the City reflects the long-term plan for growth and development of the City. The City Council may, from time to time, on its own motion, by request of the City Manager or his/her designee or by application from a property owner, amend, supplement, change, modify or repeal the text of the Comprehensive Land Plan or may amend the boundaries shown on the Future Land Use Map, Master Thoroughfare Plan or any other applicable maps contained in the Comprehensive Land Plan. Approved amendments to the Comprehensive Land Plan authorize a property owner to submit subsequent development applications consistent with the amendment.
- B. *Application Requirements.*
1. *Application Required.* Any request for an amendment to the Comprehensive Land Plan shall be accompanied by a completed Planning Department Development Application.
 2. *Accompanying Applications.* Any request for amendment of the Future Land Use Map submitted by a property owner may be accompanied by an application for a zoning change consistent with requested Future Land Use Map amendment for land within the City limits, or by a Subdivision Master Plan, for land within the ETJ. Approval of an amendment to the Comprehensive Land Plan shall require all subsequent development applications to be consistent with the approved amendments.
- C. *Processing of Application and Decision.*
1. *Submittal.* An application for an amendment to the Comprehensive Land Plan shall be submitted to the Planning Department. The City Manager or his/her designee shall review the application for completeness in accordance with section 21.4.2 of this Article. The City Manager or his/her designee may, at its option, request a recommendation from any other City department or consultant. The City Manager or his/her designee shall notify the applicant of items requiring correction or attention before providing a recommendation on the application. After appropriate review, the City Manager or his/her designee shall forward a written recommendation to the Planning and Zoning Commission for consideration.
 2. *Notification Requirements.* An application for an amendment to the Comprehensive Land Plan requires the following notification in accordance with section 21.4.3 of this Article:
 - a. Written notice prior to consideration by the Planning and Zoning Commission; and
 - b. Published notice prior to consideration by the City Council.
 3. *Commission recommendation.* The Planning and Zoning Commission shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 of this Article and make a written recommendation regarding a proposed amendment to the Comprehensive Land Plan to the City Council. The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the amendment.
 4. *Decision by City Council.* The City Council shall receive the written recommendation of the Planning and Zoning Commission regarding a proposed amendment to the Comprehensive Land Plan and shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 of this Article. The City Council may vote to approve, approve with conditions, or deny the amendment.
- D. *Criteria for Approval.* The Planning and Zoning Commission, in making its recommendation, and the City Council, in considering final action on an amendment to the Comprehensive Land Plan, should consider the following criteria:
1. The proposed amendment promotes the health, safety, or general welfare of the City;

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2. An amendment to the text is consistent with the goals, objectives, and other policies of the Comprehensive Land Plan;
 3. An amendment to the Future Land Use Map, Master Thoroughfare Plan or any other applicable maps contained in the Comprehensive Land Plan is consistent with the policies of the Comprehensive Land Plan that apply to the map being amended;
 4. Any proposed amendment addresses circumstances that have changed since the last time the plan map or text was considered, implements plan policies better than the current plan map or text corrects a mapping error or addresses a deficiency in the plan; and
 5. Other factors which, are deemed relevant and important in the consideration of the amendment.

Sec. 21.4.7. Unified Development Code Amendment.

- A. *Applicability.* The provisions of this section apply to any request for an amendment to the text of this UDC. The City Council may, from time to time, on its own motion, or at the request of the City Manager or his/her designee, amend, supplement, change, modify or repeal the text of any portion of this UDC in order to establish and maintain sound, stable and desirable development within the jurisdiction of the City. The provisions of this section shall exclude amendments to any appendix which may be amended by general consent of the City Council.
- B. *Application Requirements.* Requests for amendments to the text of this UDC may be initiated by the request of the Planning and Zoning Commission, the City Council or the City Manager on his/her own initiative. A request for an amendment to the text of this UDC shall be accompanied by a completed Development Application.
- C. *Processing of Application and Decision.*
1. *Submittal.* An application for an amendment to the text of this UDC shall be submitted to the City Manager or his/her designee. The City Manager or his/her designee shall review the application and may direct the proposed amendment to any other City departments or consultant for review and recommendation. After appropriate review, the City Manager or his/her designee shall forward a recommendation to the Planning and Zoning Commission for consideration.
 2. *Notification Requirements.* An application for an amendment to the text of this UDC requires published notice prior to consideration by the City Council.
 3. *Commission recommendation.* The Planning and Zoning Commission shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 of this Article and make a written recommendation regarding a proposed amendment to the text of this UDC to the City Council. The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the amendment.
 4. *Decision by City Council.* The City Council shall receive the written recommendation of the Planning and Zoning Commission regarding a proposed amendment to the text of this UDC and shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 of this Article. The City Council may vote to approve, approve with conditions, or deny the amendment. Such amendment shall be by ordinance, and the identifying number of any such ordinance shall be noted on the cover of this UDC.
- D. *Criteria for Approval.* The Planning and Zoning Commission, in making its written recommendation, and the City Council, in considering final action on an amendment to the text of this UDC, should consider the following criteria:
1. The proposed amendment promotes the health, safety, and general welfare of the City;
 2. The proposed amendment is consistent with the goals, objectives, and policies of this UDC and the City;
 3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law; and
 4. Other factors which are deemed relevant and important in the consideration of the amendment.
- E. *Non-Substantive Amendments.* Notwithstanding the other provisions of this section, the City Council may by resolution correct spelling or punctuation errors, cross-reference errors, and other matters herein determined by the City Attorney to be non-substantive without complying with the foregoing provisions of this section. The number of any such resolution shall be noted on the cover of this UDC.

Sec. 21.5.4. Zoning Change.

A. *Applicability.*

1. The City Council may, from time to time, on its own motion, by request of the City Manager or his/her designee, or by application from a property owner, establish or amend the boundaries shown on the Official Zoning Map of the City. A zoning 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 within the City.
2. Approval of a zoning change authorizes a property owner to submit subsequent development applications consistent with the amendment.

B. *Application Requirements.*

1. *Application Required.* Any request for a zoning change shall be accompanied by an application and zoning exhibit prepared in accordance with the Development Manual.
2. *Accompanying Applications.* A request for a zoning change may be accompanied by an application for amendment of the Future Land Use Map or by a Subdivision Master Plan. Approval of a zoning change shall require all subsequent development applications to be consistent with the approved amendments.
3. *Tax Certificate Required.* All applications made as a request for a zoning change shall be accompanied by a copy of a Tax Certificate.

C. *Processing of Application and Decision.*

1. *Submittal.* An application for a zoning change shall be submitted to the City Manager or his/her designee. The City Manager or his/her designee shall review the application for completeness in accordance with section 21.4.2. The City Manager or his/her designee may, at its option, request a recommendation from any other City Department or consultant. The City Manager or his/her designee shall notify the applicant of items requiring correction or attention before providing a recommendation on the application. After appropriate review, the City Manager or his/her designee shall forward a written recommendation to the Planning and Zoning Commission for consideration.
2. *Notification Requirements.* An application for a zoning change requires the following notification in accordance with section 21.4.3:
 - a. written notice prior to consideration by the Planning and Zoning Commission; and
 - b. published notice prior to consideration by the City Council.
 - c. posted notice prior to consideration by the Planning and Zoning Commission and prior to consideration by the City Council.
3. *Commission Recommendation.* The Planning and Zoning Commission shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 and make a written recommendation regarding a proposed zoning change to the City Council. The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the zoning change. The Planning and Zoning Commission may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the recommendation to the City Council.
4. *Decision by City Council.* The City Council shall receive the written recommendation of the Planning and Zoning Commission regarding a proposed zoning change and shall hold a public hearing in accordance

with the Texas Open Meetings Act and section 21.4.4. The City Council may vote to approve, approve with conditions, or deny the zoning change. The City Council may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the final decision.

5. *Consideration of a Previously Denied Zoning Change.* A request for a zoning change 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. For the purpose of this section, a request may be considered substantially different if the change is to a different zoning classification, there is a change in conditions relating to zoning principles of the property or surrounding properties or there is a change in the nature of the development of the property or surrounding properties. The City Manager or his/her designee shall have the authority to determine whether the request is substantially different from the initial request.
- D. *Criteria for Approval.* The Planning and Zoning Commission, in making its recommendation, and the City Council, in considering final action on a zoning change, should consider the following criteria:
1. Whether the proposed zoning change implements the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans;
 2. Whether the proposed zoning change promotes the health, safety, and general welfare of the City.
 3. Whether the uses permitted by the proposed change will be consistent and appropriate with existing uses in the immediate area;
 4. Whether other factors are deemed relevant and important in the consideration of the amendment.
- E. *Protests.*
1. If a proposed zoning change 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 ($\frac{3}{4}$) 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
 - b. The area of the lots or land immediately adjoining the area covered by the proposed zoning change and extending 200 feet from that area.
 2. In computing the percentage of land area under section 21.5.4.E.1 above, the area of streets and alleys shall be included.
 3. In determining property ownership under section 21.5.4.E.1 above, the property owner shall be the owner as indicated on the most recently approved municipal tax roll, unless the property has been bought or sold since the last approved municipal tax roll. The City Manager or his/her designee determines property ownership in the above-mentioned municipal tax roll from the County Appraisal District.
 - a. If a property has recently been purchased and the County Appraisal District has not updated their public records to reflect the now current property owner, the new property owner must submit proof of ownership with their written protest to demonstrate ownership for the protest to be counted under section 21.5.4.E.1.
 - b. In the event of a conflict in property ownership, the City Manager or his/her designee shall determine who the owner of the property is for the purposes of calculating written protest.

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- c. The written protest will only be counted if signed by the owner of the property. Written protests from tenants or lessees will not be counted toward the written protest calculations under section 21.5.4.E.1.
4. The following deadlines apply to the receipt and calculation of written protest:
 - a. First Reading. Written protest must be received before noon (12pm) on the Friday before the first reading of the proposed zoning change ordinance by the City Council, in order to be included in the calculation of written protest described by section 21.5.4.E.1.
 - b. Second Reading. Written protest must be received before noon (12pm) on the Friday before the second reading of the proposed zoning change ordinance by the City Council, in order to be included in the calculation of written protest described by section 21.5.4.E.1.
 - c. Written protest received prior to the First Reading deadline will also be included in the Second Reading written protest calculation.
 - d. In calculating the written protest described by section 21.5.4.E.1., only the most recent written protest received prior to the deadline above will be counted per property.
 - e. In the event a federal, state, or local holiday prevents staff from receiving votes on the Friday before the City Council reading, the deadline will be extended to noon (12pm) on the next business day.

(Ord. No. 17-S-42, § 1(Exh. A), 10-24-2017; Ord. No. 18-S-04, § 1(Exh. A), 1-23-2018; Ord. No. 23-S-78, § 1(Exh. A), 11-14-2023)

Exhibit "B"

Proposed Unified Development Code (UDC) Amendments

Article 5 – Zoning Districts

Sec. 21.5.4. Zoning Change.

A. *Applicability.*

1. The City Council may, from time to time, on its own motion, by request of the City Manager or his/her designee, or by application from a property owner, establish or amend the boundaries shown on the Official Zoning Map of the City. A zoning 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 within the City.
2. Approval of a zoning change authorizes a property owner to submit subsequent development applications consistent with the amendment.

B. *Application Requirements.*

1. *Application Required.* Any request for a zoning change shall be accompanied by an application and zoning exhibit prepared in accordance with the Development Manual.
2. *Accompanying Applications.* A request for a zoning change may be accompanied by an application for amendment of the Future Land Use Map or by a Subdivision Master Plan. Approval of a zoning change shall require all subsequent development applications to be consistent with the approved amendments.
3. *Tax Certificate Required.* All applications made as a request for a zoning change shall be accompanied by a copy of a Tax Certificate.

C. *Processing of Application and Decision.*

1. *Submittal.* An application for a zoning change shall be submitted to the City Manager or his/her designee. The City Manager or his/her designee shall review the application for completeness in accordance with section 21.4.2. The City Manager or his/her designee may, at its option, request a recommendation from any other City Department or consultant. The City Manager or his/her designee shall notify the applicant of items requiring correction or attention before providing a recommendation on the application. After appropriate review, the City Manager or his/her designee shall forward a written recommendation to the Planning and Zoning Commission for consideration.
2. *Notification Requirements.* An application for a zoning change requires the following notification in accordance with section 21.4.3:
 - a. written notice prior to consideration by the Planning and Zoning Commission; and
 - b. published notice prior to consideration by the City Council.
 - c. posted notice prior to consideration by the Planning and Zoning Commission and prior to consideration by the City Council.
3. *Commission Recommendation.* The Planning and Zoning Commission shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 and make a written recommendation regarding a proposed zoning change to the City Council. The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the zoning change. The Planning and Zoning Commission may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the recommendation to the City Council.
4. *Decision by City Council.* The City Council shall receive the written recommendation of the Planning and Zoning Commission regarding a proposed zoning change and shall hold a public hearing in accordance

with the Texas Open Meetings Act and section 21.4.4. The City Council may vote to approve, approve with conditions, or deny the zoning change. The City Council may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the final decision.

5. *Consideration of a Previously Denied Zoning Change.* A request for a zoning change 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. For the purpose of this section, a request may be considered substantially different if the change is to a different zoning classification, there is a change in conditions relating to zoning principles of the property or surrounding properties or there is a change in the nature of the development of the property or surrounding properties. The City Manager or his/her designee shall have the authority to determine whether the request is substantially different from the initial request.
- D. *Criteria for Approval.* The Planning and Zoning Commission, in making its recommendation, and the City Council, in considering final action on a zoning change, should consider the following criteria:
1. Whether the proposed zoning change implements the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans;
 2. Whether the proposed zoning change promotes the health, safety, and general welfare of the City.
 3. Whether the uses permitted by the proposed change will be consistent and appropriate with existing uses in the immediate area;
 4. Whether other factors are deemed relevant and important in the consideration of the amendment.
- E. *Protests.*
1. If a proposed zoning change 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 ($\frac{3}{4}$) 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
 - b. The area of the lots or land immediately adjoining the area covered by the proposed zoning change and extending 200 feet from that area.
 2. In computing the percentage of land area under section 21.5.4.E.1 above, the area of streets and alleys shall be included.
 3. In determining property ownership under section 21.5.4.E.1 above, the property owner shall be the owner as indicated on the most recently approved municipal tax roll, unless the property has been bought or sold since the last approved municipal tax roll. The City Manager or his/her designee determines property ownership in the above-mentioned municipal tax roll from the County Appraisal District.
 - a. If a property has recently been purchased and the County Appraisal District has not updated their public records to reflect the now current property owner, the new property owner must submit proof of ownership with their written protest to demonstrate ownership for the protest to be counted under section 21.5.4.E.1.
 - b. In the event of a conflict in property ownership, the City Manager or his/her designee shall determine who the owner of the property is for the purposes of calculating written protest.

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- c. The written protest will only be counted if signed by the owner of the property. Written protests from tenants or lessees will not be counted toward the written protest calculations under section 21.5.4.E.1.
4. The following deadlines apply to the receipt and calculation of written protest:
 - a. First Reading. Written protest must be received before noon (12pm) on the Friday before the first reading of the proposed zoning change ordinance by the City Council, in order to be included in the calculation of written protest described by section 21.5.4.E.1.
 - b. Second Reading. Written protest must be received before noon (12pm) on the Friday before the second reading of the proposed zoning change ordinance by the City Council, in order to be included in the calculation of written protest described by section 21.5.4.E.1.
 - c. Written protest received prior to the First Reading deadline will also be included in the Second Reading written protest calculation.
 - d. In calculating the written protest described by section 21.5.4.E.1., only the most recent written protest received prior to the deadline above will be counted per property.
 - e. In the event a federal, state, or local holiday prevents staff from receiving votes on the Friday before the City Council reading, the deadline will be extended to noon (12pm) on the next business day.

(Ord. No. 17-S-42, § 1(Exh. A), 10-24-2017; Ord. No. 18-S-04, § 1(Exh. A), 1-23-2018; Ord. No. 23-S-78, § 1(Exh. A), 11-14-2023)

Sec. 21.5.11. Specific Use Permit (SUP).

- A. *Applicability.* Specific Use Permits allow for discretionary City Council approval of uses with unique or widely varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in this UDC. These uses and the districts where they may be located are listed in Table 21.5.8. Certain uses located within the AICUZ zone require an SUP. Approval of a Specific Use Permit authorizes a property owner to submit subsequent development applications consistent with the approved SUP.
- B. *Application Requirements.*
1. *Application Required.* Any request for a Specific Use Permit (SUP) shall be accompanied by an application and SUP exhibit prepared in accordance with the Development Manual.
 2. *Tax Certificate Required.* All applications made as a request for a Specific Use Permit shall be accompanied by a copy of a Tax Certificate.
- C. *Processing of Application and Decision.*
1. *Submittal.* An application for a Specific Use Permit shall be submitted to the City Manager or his/her designee. The City Manager or his/her designee shall review the application for completeness in accordance with section 21.4.2. The City Manager or his/her designee may, at its option, request a recommendation from any other City Department or consultant. The City Manager or his/her designee shall notify the applicant of items requiring correction or attention before providing a recommendation on the application. After appropriate review, the City Manager or his/her designee shall forward a written recommendation to the Planning and Zoning Commission for consideration.
 2. *Notification requirements.* An application for a Specific Use Permit requires the following notification in accordance with section 21.4.3:
 - a. Written notice prior to consideration by the Planning and Zoning Commission; and
 - b. Published notice prior to consideration by the City Council.
 3. *Commission Recommendation.* The Planning and Zoning Commission shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 and make a written recommendation regarding a proposed Specific Use Permit to the City Council. The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the SUP. The Planning and Zoning Commission may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the recommendation to the City Council.
 4. *Decision by City Council.* The City Council shall receive the written recommendation of the Planning and Zoning Commission regarding a proposed Specific Use Permit and shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4. The City Council may vote to approve, approve with conditions, or deny the SUP. The City Council may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the final decision.
- D. *Criteria for Approval.* The Planning and Zoning Commission, in making its recommendation, and the City Council, in considering final action on a Specific Use Permit, should consider the following criteria:
1. The proposed use at the specified location is consistent with the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans.

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2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;
 3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods.
 4. The proposed use will not adversely affect the overall health, safety or general welfare of the City;
 5. Whether other factors are deemed relevant and important in the consideration of the Specific Use Permit.
- E. *Conditions.* The Planning and Zoning Commission, in making its recommendation, and the City Council, in considering final action, may require such modifications in the proposed use and attach such conditions to the Specific Use Permit as deemed necessary to mitigate adverse effects of the proposed use and to carry out the spirit and intent of this section. Conditions and modifications may include but are not limited to limitation of building size or height, increased open space, limitations on impervious surfaces, enhanced loading and parking requirements, additional landscaping, curbing, sidewalk, vehicular access and parking improvements, placement or orientation of buildings and entryways, buffer yards, landscaping and screening, signage restrictions and design, maintenance of buildings and outdoor areas, duration of the permit, hours of operation, and requiring a site layout.
- F. *Expiration of Specific Use Permit.* A Specific Use Permit shall expire if any of the following occurs:
1. A building permit, if necessary, for the use has not been approved within two (2) years after the approval of the SUP;
 2. A building permit approved as a result of the approval of the SUP expires within two (2) years after the approval of the SUP;
 3. The use has been abandoned or discontinued for a period of time exceeding six (6) months; or
 4. The SUP expires in accordance with its terms.

(Ord. No. 18-S-04, § 1(Exh. A), 1-23-2018; Ord. No. 23-S-07, § 1(Exh. A), 3-14-2023)

Sec. 21.4.6. Comprehensive Land Plan Amendment.

- A. *Applicability.* The Comprehensive Land Plan of the City reflects the long-term plan for growth and development of the City. The City Council may, from time to time, on its own motion, by request of the City Manager or his/her designee or by application from a property owner, amend, supplement, change, modify or repeal the text of the Comprehensive Land Plan or may amend the boundaries shown on the Future Land Use Map, Master Thoroughfare Plan or any other applicable maps contained in the Comprehensive Land Plan. Approved amendments to the Comprehensive Land Plan authorize a property owner to submit subsequent development applications consistent with the amendment.
- B. *Application Requirements.*
1. *Application Required.* Any request for an amendment to the Comprehensive Land Plan shall be accompanied by a completed Planning Department Development Application.
 2. *Accompanying Applications.* Any request for amendment of the Future Land Use Map submitted by a property owner may be accompanied by an application for a zoning change consistent with requested Future Land Use Map amendment for land within the City limits, or by a Subdivision Master Plan, for land within the ETJ. Approval of an amendment to the Comprehensive Land Plan shall require all subsequent development applications to be consistent with the approved amendments.
- C. *Processing of Application and Decision.*
1. *Submittal.* An application for an amendment to the Comprehensive Land Plan shall be submitted to the Planning Department. The City Manager or his/her designee shall review the application for completeness in accordance with section 21.4.2 of this Article. The City Manager or his/her designee may, at its option, request a recommendation from any other City department or consultant. The City Manager or his/her designee shall notify the applicant of items requiring correction or attention before providing a recommendation on the application. After appropriate review, the City Manager or his/her designee shall forward a written recommendation to the Planning and Zoning Commission for consideration.
 2. *Notification Requirements.* An application for an amendment to the Comprehensive Land Plan requires the following notification in accordance with section 21.4.3 of this Article:
 - a. Written notice prior to consideration by the Planning and Zoning Commission; and
 - b. Published notice prior to consideration by the City Council.
 3. *Commission recommendation.* The Planning and Zoning Commission shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 of this Article and make a written recommendation regarding a proposed amendment to the Comprehensive Land Plan to the City Council. The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the amendment.
 4. *Decision by City Council.* The City Council shall receive the written recommendation of the Planning and Zoning Commission regarding a proposed amendment to the Comprehensive Land Plan and shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 of this Article. The City Council may vote to approve, approve with conditions, or deny the amendment.
- D. *Criteria for Approval.* The Planning and Zoning Commission, in making its recommendation, and the City Council, in considering final action on an amendment to the Comprehensive Land Plan, should consider the following criteria:
1. The proposed amendment promotes the health, safety, or general welfare of the City; ~~and the safe, orderly, efficient and healthful development of the City;~~

Proposed Redlines

2. An amendment to the text is consistent with the goals, objectives, and other policies of the Comprehensive Land Plan, ~~taking into account the nature of any proposed map amendment associated with the text amendment;~~
3. An amendment to the Future Land Use Map, Master Thoroughfare Plan or any other applicable maps contained in the Comprehensive Land Plan is consistent with the policies of the Comprehensive Land Plan that apply to the map being amended, ~~taking into account the nature of any proposed land use associated with the map amendment;~~
- ~~4. Any proposed amendment is consistent with the goals and objectives of the Comprehensive Land Plan;~~
45. Any proposed amendment addresses circumstances that have changed since the last time the plan map or text was considered, implements plan policies better than the current plan map or text corrects a mapping error or addresses a deficiency in the plan; and
56. Other factors criteria which, ~~at the discretion of the Planning and Zoning Commission and City Council,~~ are deemed relevant and important in the consideration of the amendment.

Sec. 21.4.7. Unified Development Code Amendment.

- A. *Applicability.* The provisions of this section apply to any request for an amendment to the text of this UDC. The City Council may, from time to time, on its own motion, or at the request of the City Manager or his/her designee, amend, supplement, change, modify or repeal the text of any portion of this UDC in order to establish and maintain sound, stable and desirable development within the jurisdiction of the City. The provisions of this section shall exclude amendments to any appendix which may be amended by general consent of the City Council.
- B. *Application Requirements.* Requests for amendments to the text of this UDC may be initiated by the request of the Planning and Zoning Commission, the City Council or the City Manager on his/her own initiative. A request for an amendment to the text of this UDC shall be accompanied by a completed Development Application.
- C. *Processing of Application and Decision.*
 - 1. *Submittal.* An application for an amendment to the text of this UDC shall be submitted to the City Manager or his/her designee. The City Manager or his/her designee shall review the application and may direct the proposed amendment to any other City departments or consultant for review and recommendation. After appropriate review, the City Manager or his/her designee shall forward a recommendation to the Planning and Zoning Commission for consideration.
 - 2. *Notification Requirements.* An application for an amendment to the text of this UDC requires published notice prior to consideration by the City Council.
 - 3. *Commission recommendation.* The Planning and Zoning Commission shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 of this Article and make a written recommendation regarding a proposed amendment to the text of this UDC to the City Council. The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the amendment.
 - 4. *Decision by City Council.* The City Council shall receive the written recommendation of the Planning and Zoning Commission regarding a proposed amendment to the text of this UDC and shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 of this Article. The City Council may vote to approve, approve with conditions, or deny the amendment. Such amendment shall be by ordinance, and the identifying number of any such ordinance shall be noted on the cover of this UDC.
- D. *Criteria for Approval.* The Planning and Zoning Commission, in making its written recommendation, and the City Council, in considering final action on an amendment to the text of this UDC, should consider the following criteria:
 - 1. The proposed amendment promotes the health, safety, ~~or~~and general welfare of the City ~~and the safe, orderly, efficient and healthful development of the City;~~
 - 2. ~~A~~The proposed amendment ~~to the text~~ is consistent with goals, objectives, and ~~other~~ policies of this UDC and the City;
 - 3. ~~Any proposed amendment is consistent with the goals and objectives of this UDC and the City~~The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law; and
 - 4. Other factors ~~criteria~~ 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.

- E. *Non-Substantive Amendments.* Notwithstanding the other provisions of this section, the City Council may by resolution correct spelling or punctuation errors, cross-reference errors, and other matters herein determined by the City Attorney to be non-substantive without complying with the foregoing provisions of this section. The number of any such resolution shall be noted on the cover of this UDC.

Sec. 21.5.4. Zoning Change/~~Zoning Map Amendment~~.

A. *Applicability.*

1. The City Council may, from time to time, on its own motion, by request of the City Manager or his/her designee, or by application from a property owner, establish or amend the boundaries shown on the Official Zoning Map of the City. A zoning change ~~or zoning map amendment~~ 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 within the City.
2. Approval of a zoning change ~~or zoning map amendment~~ authorizes a property owner to submit subsequent development applications consistent with the amendment.

B. *Application Requirements.*

1. *Application Required.* Any request for a zoning change ~~or zoning map amendment~~ shall be accompanied by an application and zoning exhibit prepared in accordance with the Development Manual.
2. *Accompanying Applications.* A request for a zoning change ~~or zoning map amendment~~ may be accompanied by an application for amendment of the Future Land Use Map or by a Subdivision Master Plan. Approval of a zoning change ~~or zoning map amendment~~ shall require all subsequent development applications to be consistent with the approved amendments.
3. *Tax Certificate Required.* All applications made as a request for a zoning change ~~or zoning map amendment~~ shall be accompanied by a copy of a Tax Certificate.

C. *Processing of Application and Decision.*

1. *Submittal.* An application for a zoning change ~~or zoning map amendment~~ shall be submitted to the City Manager or his/her designee. The City Manager or his/her designee shall review the application for completeness in accordance with section 21.4.2. The City Manager or his/her designee may, at its option, request a recommendation from any other City Department or consultant. The City Manager or his/her designee shall notify the applicant of items requiring correction or attention before providing a recommendation on the application. After appropriate review, the City Manager or his/her designee shall forward a written recommendation to the Planning and Zoning Commission for consideration.
2. *Notification Requirements.* An application for a zoning change ~~or zoning map amendment~~ requires the following notification in accordance with section 21.4.3:
 - a. written notice prior to consideration by the Planning and Zoning Commission; and
 - b. published notice prior to consideration by the City Council.
 - c. posted notice prior to consideration by the Planning and Zoning Commission and prior to consideration by the City Council.
3. *Commission Recommendation.* The Planning and Zoning Commission shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 and make a written recommendation regarding a proposed zoning change ~~or zoning map amendment~~ to the City Council. The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the ~~zoning change amendment~~. The Planning and Zoning Commission may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the recommendation to the City Council.

Proposed Redlines

4. *Decision by City Council.* The City Council shall receive the written recommendation of the Planning and Zoning Commission regarding a proposed zoning change ~~or zoning map amendment~~ and shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4. The City Council may vote to approve, approve with conditions, or deny the ~~zoning change amendment~~. The City Council may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the final decision.
 5. *Consideration of a Previously Denied Zoning Change Amendments.* 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. For the purpose of this section, a request may be considered substantially different if the change is to a different zoning classification, there is a change in conditions relating to zoning principles of the property or surrounding properties or there is a change in the nature of the development of the property or surrounding properties. The City Manager or his/her designee shall have the authority to determine whether the request is substantially different from the initial request.
- D. *Criteria for Approval.* The Planning and Zoning Commission, in making its recommendation, and the City Council, in considering final action on a zoning change ~~or zoning map amendment~~, should consider the following criteria:
1. Whether the proposed zoning change ~~or zoning map amendment~~ implements the policies of the adopted Comprehensive Land Plan, ~~or any other applicable adopted plans; including the land use classification of the property on the Future Land Use Map;~~
 2. Whether the proposed zoning change ~~or zoning map amendment~~ promotes the health, safety, ~~and~~ general welfare of the City, ~~and the safe, orderly, efficient and healthful development of the City;~~
 3. Whether the uses permitted by the proposed change ~~in zoning district classification and the standards applicable to such uses~~ will be consistent and appropriate with existing uses in the immediate area, ~~of the land to be reclassified;~~
 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;~~
 5. ~~Whether there have been environmental and/or economical changes which warrant the requested change;~~
 6. ~~Whether there is an error in the original zoning of the property for which a change is requested;~~
 7. ~~Whether all of the applicant's back taxed owed to the City have been paid in full (no application will receive final approval until all back taxes are paid in full); and~~
 84. Whether other factors ~~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.
- E. *Protests.*
1. 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.
2. In computing the percentage of land area under section 21.5.4.E.1 above, the area of streets and alleys shall be included.
3. In determining property ownership under section 21.5.4.E.1 above, the property owner shall be the owner as indicated on the most recently approved municipal tax roll, unless the property has been bought or sold since the last approved municipal tax roll. The City Manager or his/her designee determines property ownership in the above-mentioned municipal tax roll from the County Appraisal District.
 - a. If a property has recently been purchased and the County Appraisal District has not updated their public records to reflect the now current property owner, the new property owner must submit proof of ownership with their written protest to demonstrate ownership for the protest to be counted under section 21.5.4.E.1.
 - b. In the event of a conflict in property ownership, the City Manager or his/her designee shall determine who the owner of the property is for the purposes of calculating written protest.
 - c. The written protest will only be counted if signed by the owner of the property. Written protests from tenants or lessees will not be counted toward the written protest calculations under section 21.5.4.E.1.
4. The following deadlines apply to the receipt and calculation of written protest:
 - a. First Reading. Written protest must be received before noon (12pm) on the Friday before the first reading of the proposed zoning change ~~or zoning map amendment~~ ordinance by the City Council, in order to be included in the calculation of written protest described by section 21.5.4.E.1.
 - b. Second Reading. Written protest must be received before noon (12pm) on the Friday before the second reading of the proposed zoning change ~~or zoning map amendment~~ ordinance by the City Council, in order to be included in the calculation of written protest described by section 21.5.4.E.1.
 - c. Written protest received prior to the First Reading deadline will also be included in the Second Reading written protest calculation.
 - d. In calculating the written protest described by section 21.5.4.E.1., only the most recent written protest received prior to the deadline above will be counted per property.
 - e. In the event a federal, state, or local holiday prevents staff from receiving votes on the Friday before the City Council reading, the deadline will be extended to noon (12pm) on the next business day.

(Ord. No. 17-S-42, § 1(Exh. A), 10-24-2017; Ord. No. 18-S-04, § 1(Exh. A), 1-23-2018; Ord. No. 23-S-78, § 1(Exh. A), 11-14-2023)

Sec. 21.5.11. Specific Use Permit (SUP).

- A. *Applicability.* Specific Use Permits allow for discretionary City Council approval of uses with unique or widely varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in this UDC. These uses and the districts where they may be located are listed in Table 21.5.8. Certain uses located within the AICUZ zone require an SUP. Approval of a Specific Use Permit authorizes a property owner to submit subsequent development applications consistent with the approved SUP.
- B. *Application Requirements.*
1. *Application Required.* Any request for a Specific Use Permit (SUP) shall be accompanied by an application and SUP exhibit prepared in accordance with the Development Manual.
 2. *Tax Certificate Required.* All applications made as a request for a Specific Use Permit shall be accompanied by a copy of a Tax Certificate.
- C. *Processing of Application and Decision.*
1. *Submittal.* An application for a Specific Use Permit shall be submitted to the City Manager or his/her designee. The City Manager or his/her designee shall review the application for completeness in accordance with section 21.4.2. The City Manager or his/her designee may, at its option, request a recommendation from any other City Department or consultant. The City Manager or his/her designee shall notify the applicant of items requiring correction or attention before providing a recommendation on the application. After appropriate review, the City Manager or his/her designee shall forward a written recommendation to the Planning and Zoning Commission for consideration.
 2. *Notification requirements.* An application for a Specific Use Permit requires the following notification in accordance with section 21.4.3:
 - a. Written notice prior to consideration by the Planning and Zoning Commission; and
 - b. Published notice prior to consideration by the City Council.
 3. *Commission Recommendation.* The Planning and Zoning Commission shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 and make a written recommendation regarding a proposed Specific Use Permit to the City Council. The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the SUP. The Planning and Zoning Commission may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the recommendation to the City Council.
 4. *Decision by City Council.* The City Council shall receive the written recommendation of the Planning and Zoning Commission regarding a proposed Specific Use Permit and shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4. The City Council may vote to approve, approve with conditions, or deny the SUP. The City Council may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the final decision.
- D. *Criteria for Approval.* The Planning and Zoning Commission, in making its recommendation, and the City Council, in considering final action on a Specific Use Permit, should consider the following criteria:
1. The proposed use at the specified location is consistent with the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans. ~~consistent with the policies embodied in the adopted Comprehensive Land Plan;~~

Proposed Redlines

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;
 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;~~
 - ~~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;~~
 - ~~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;~~
 - ~~6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed use on adjacent 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;~~
 - ~~48. The proposed use [use] promotes will not adversely affect the overall health, safety or general welfare of the City and the safe, orderly, efficient and healthful development of the City;~~
 9. ~~No application made under these provisions will receive final approval until all back taxes owed to the City have been paid in full; and~~
 - ~~510. Whether Other factors 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.~~
- E. *Conditions.* The Planning and Zoning Commission, in making its recommendation, and the City Council, in considering final action, may require such modifications in the proposed use and attach such conditions to the Specific Use Permit as deemed necessary to mitigate adverse effects of the proposed use and to carry out the spirit and intent of this section. Conditions and modifications may include but are not limited to limitation of building size or height, increased open space, limitations on impervious surfaces, enhanced loading and parking requirements, additional landscaping, curbing, sidewalk, vehicular access and parking improvements, placement or orientation of buildings and entryways, buffer yards, landscaping and screening, signage restrictions and design, maintenance of buildings and outdoor areas, duration of the permit, hours of operation, and requiring a site layout.
- F. *Expiration of Specific Use Permit.* A Specific Use Permit shall expire if any of the following occurs:
1. A building permit, if necessary, for the use has not been approved within two (2) years after the approval of the SUP;
 2. A building permit approved as a result of the approval of the SUP expires within two (2) years after the approval of the SUP;
 3. The use has been abandoned or discontinued for a period of time exceeding six (6) months; or
 4. The SUP expires in accordance with its terms.

(Ord. No. 18-S-04, § 1(Exh. A), 1-23-2018; Ord. No. 23-S-07, § 1(Exh. A), 3-14-2023)

Sec. 21.4.6. Comprehensive Land Plan Amendment.

- A. *Applicability.* The Comprehensive Land Plan of the City reflects the long-term plan for growth and development of the City. The City Council may, from time to time, on its own motion, by request of the City Manager or his/her designee or by application from a property owner, amend, supplement, change, modify or repeal the text of the Comprehensive Land Plan or may amend the boundaries shown on the Future Land Use Map, Master Thoroughfare Plan or any other applicable maps contained in the Comprehensive Land Plan. Approved amendments to the Comprehensive Land Plan authorize a property owner to submit subsequent development applications consistent with the amendment.
- B. *Application Requirements.*
1. *Application Required.* Any request for an amendment to the Comprehensive Land Plan shall be accompanied by a completed Planning Department Development Application.
 2. *Accompanying Applications.* Any request for amendment of the Future Land Use Map submitted by a property owner may be accompanied by an application for a zoning change consistent with requested Future Land Use Map amendment for land within the City limits, or by a Subdivision Master Plan, for land within the ETJ. Approval of an amendment to the Comprehensive Land Plan shall require all subsequent development applications to be consistent with the approved amendments.
- C. *Processing of Application and Decision.*
1. *Submittal.* An application for an amendment to the Comprehensive Land Plan shall be submitted to the Planning Department. The City Manager or his/her designee shall review the application for completeness in accordance with section 21.4.2 of this Article. The City Manager or his/her designee may, at its option, request a recommendation from any other City department or consultant. The City Manager or his/her designee shall notify the applicant of items requiring correction or attention before providing a recommendation on the application. After appropriate review, the City Manager or his/her designee shall forward a written recommendation to the Planning and Zoning Commission for consideration.
 2. *Notification Requirements.* An application for an amendment to the Comprehensive Land Plan requires the following notification in accordance with section 21.4.3 of this Article:
 - a. Written notice prior to consideration by the Planning and Zoning Commission; and
 - b. Published notice prior to consideration by the City Council.
 3. *Commission recommendation.* The Planning and Zoning Commission shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 of this Article and make a written recommendation regarding a proposed amendment to the Comprehensive Land Plan to the City Council. The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the amendment.
 4. *Decision by City Council.* The City Council shall receive the written recommendation of the Planning and Zoning Commission regarding a proposed amendment to the Comprehensive Land Plan and shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 of this Article. The City Council may vote to approve, approve with conditions, or deny the amendment.
- D. *Criteria for Approval.* The Planning and Zoning Commission, in making its recommendation, and the City Council, in considering final action on an amendment to the Comprehensive Land Plan, should consider the following criteria:
1. The proposed amendment promotes the health, safety, or general welfare of the City;

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2. An amendment to the text is consistent with the goals, objectives, and other policies of the Comprehensive Land Plan;
 3. An amendment to the Future Land Use Map, Master Thoroughfare Plan or any other applicable maps contained in the Comprehensive Land Plan is consistent with the policies of the Comprehensive Land Plan that apply to the map being amended;
 4. Any proposed amendment addresses circumstances that have changed since the last time the plan map or text was considered, implements plan policies better than the current plan map or text corrects a mapping error or addresses a deficiency in the plan; and
 5. Other factors which, are deemed relevant and important in the consideration of the amendment.

Sec. 21.4.7. Unified Development Code Amendment.

- A. *Applicability.* The provisions of this section apply to any request for an amendment to the text of this UDC. The City Council may, from time to time, on its own motion, or at the request of the City Manager or his/her designee, amend, supplement, change, modify or repeal the text of any portion of this UDC in order to establish and maintain sound, stable and desirable development within the jurisdiction of the City. The provisions of this section shall exclude amendments to any appendix which may be amended by general consent of the City Council.
- B. *Application Requirements.* Requests for amendments to the text of this UDC may be initiated by the request of the Planning and Zoning Commission, the City Council or the City Manager on his/her own initiative. A request for an amendment to the text of this UDC shall be accompanied by a completed Development Application.
- C. *Processing of Application and Decision.*
1. *Submittal.* An application for an amendment to the text of this UDC shall be submitted to the City Manager or his/her designee. The City Manager or his/her designee shall review the application and may direct the proposed amendment to any other City departments or consultant for review and recommendation. After appropriate review, the City Manager or his/her designee shall forward a recommendation to the Planning and Zoning Commission for consideration.
 2. *Notification Requirements.* An application for an amendment to the text of this UDC requires published notice prior to consideration by the City Council.
 3. *Commission recommendation.* The Planning and Zoning Commission shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 of this Article and make a written recommendation regarding a proposed amendment to the text of this UDC to the City Council. The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the amendment.
 4. *Decision by City Council.* The City Council shall receive the written recommendation of the Planning and Zoning Commission regarding a proposed amendment to the text of this UDC and shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 of this Article. The City Council may vote to approve, approve with conditions, or deny the amendment. Such amendment shall be by ordinance, and the identifying number of any such ordinance shall be noted on the cover of this UDC.
- D. *Criteria for Approval.* The Planning and Zoning Commission, in making its written recommendation, and the City Council, in considering final action on an amendment to the text of this UDC, should consider the following criteria:
1. The proposed amendment promotes the health, safety, and general welfare of the City;
 2. The proposed amendment is consistent with the goals, objectives, and policies of this UDC and the City;
 3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law; and
 4. Other factors which are deemed relevant and important in the consideration of the amendment.
- E. *Non-Substantive Amendments.* Notwithstanding the other provisions of this section, the City Council may by resolution correct spelling or punctuation errors, cross-reference errors, and other matters herein determined by the City Attorney to be non-substantive without complying with the foregoing provisions of this section. The number of any such resolution shall be noted on the cover of this UDC.

Sec. 21.5.4. Zoning Change.

A. *Applicability.*

1. The City Council may, from time to time, on its own motion, by request of the City Manager or his/her designee, or by application from a property owner, establish or amend the boundaries shown on the Official Zoning Map of the City. A zoning 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 within the City.
2. Approval of a zoning change authorizes a property owner to submit subsequent development applications consistent with the amendment.

B. *Application Requirements.*

1. *Application Required.* Any request for a zoning change shall be accompanied by an application and zoning exhibit prepared in accordance with the Development Manual.
2. *Accompanying Applications.* A request for a zoning change may be accompanied by an application for amendment of the Future Land Use Map or by a Subdivision Master Plan. Approval of a zoning change shall require all subsequent development applications to be consistent with the approved amendments.
3. *Tax Certificate Required.* All applications made as a request for a zoning change shall be accompanied by a copy of a Tax Certificate.

C. *Processing of Application and Decision.*

1. *Submittal.* An application for a zoning change shall be submitted to the City Manager or his/her designee. The City Manager or his/her designee shall review the application for completeness in accordance with section 21.4.2. The City Manager or his/her designee may, at its option, request a recommendation from any other City Department or consultant. The City Manager or his/her designee shall notify the applicant of items requiring correction or attention before providing a recommendation on the application. After appropriate review, the City Manager or his/her designee shall forward a written recommendation to the Planning and Zoning Commission for consideration.
2. *Notification Requirements.* An application for a zoning change requires the following notification in accordance with section 21.4.3:
 - a. written notice prior to consideration by the Planning and Zoning Commission; and
 - b. published notice prior to consideration by the City Council.
 - c. posted notice prior to consideration by the Planning and Zoning Commission and prior to consideration by the City Council.
3. *Commission Recommendation.* The Planning and Zoning Commission shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 and make a written recommendation regarding a proposed zoning change to the City Council. The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the zoning change. The Planning and Zoning Commission may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the recommendation to the City Council.
4. *Decision by City Council.* The City Council shall receive the written recommendation of the Planning and Zoning Commission regarding a proposed zoning change and shall hold a public hearing in accordance

with the Texas Open Meetings Act and section 21.4.4. The City Council may vote to approve, approve with conditions, or deny the zoning change. The City Council may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the final decision.

5. *Consideration of a Previously Denied Zoning Change.* A request for a zoning change 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. For the purpose of this section, a request may be considered substantially different if the change is to a different zoning classification, there is a change in conditions relating to zoning principles of the property or surrounding properties or there is a change in the nature of the development of the property or surrounding properties. The City Manager or his/her designee shall have the authority to determine whether the request is substantially different from the initial request.
- D. *Criteria for Approval.* The Planning and Zoning Commission, in making its recommendation, and the City Council, in considering final action on a zoning change, should consider the following criteria:
1. Whether the proposed zoning change implements the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans;
 2. Whether the proposed zoning change promotes the health, safety, and general welfare of the City.
 3. Whether the uses permitted by the proposed change will be consistent and appropriate with existing uses in the immediate area;
 4. Whether other factors are deemed relevant and important in the consideration of the amendment.
- E. *Protests.*
1. If a proposed zoning change 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 ($\frac{3}{4}$) 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
 - b. The area of the lots or land immediately adjoining the area covered by the proposed zoning change and extending 200 feet from that area.
 2. In computing the percentage of land area under section 21.5.4.E.1 above, the area of streets and alleys shall be included.
 3. In determining property ownership under section 21.5.4.E.1 above, the property owner shall be the owner as indicated on the most recently approved municipal tax roll, unless the property has been bought or sold since the last approved municipal tax roll. The City Manager or his/her designee determines property ownership in the above-mentioned municipal tax roll from the County Appraisal District.
 - a. If a property has recently been purchased and the County Appraisal District has not updated their public records to reflect the now current property owner, the new property owner must submit proof of ownership with their written protest to demonstrate ownership for the protest to be counted under section 21.5.4.E.1.
 - b. In the event of a conflict in property ownership, the City Manager or his/her designee shall determine who the owner of the property is for the purposes of calculating written protest.

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- c. The written protest will only be counted if signed by the owner of the property. Written protests from tenants or lessees will not be counted toward the written protest calculations under section 21.5.4.E.1.
4. The following deadlines apply to the receipt and calculation of written protest:
 - a. First Reading. Written protest must be received before noon (12pm) on the Friday before the first reading of the proposed zoning change ordinance by the City Council, in order to be included in the calculation of written protest described by section 21.5.4.E.1.
 - b. Second Reading. Written protest must be received before noon (12pm) on the Friday before the second reading of the proposed zoning change ordinance by the City Council, in order to be included in the calculation of written protest described by section 21.5.4.E.1.
 - c. Written protest received prior to the First Reading deadline will also be included in the Second Reading written protest calculation.
 - d. In calculating the written protest described by section 21.5.4.E.1., only the most recent written protest received prior to the deadline above will be counted per property.
 - e. In the event a federal, state, or local holiday prevents staff from receiving votes on the Friday before the City Council reading, the deadline will be extended to noon (12pm) on the next business day.

(Ord. No. 17-S-42, § 1(Exh. A), 10-24-2017; Ord. No. 18-S-04, § 1(Exh. A), 1-23-2018; Ord. No. 23-S-78, § 1(Exh. A), 11-14-2023)

Sec. 21.5.11. Specific Use Permit (SUP).

- A. *Applicability.* Specific Use Permits allow for discretionary City Council approval of uses with unique or widely varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in this UDC. These uses and the districts where they may be located are listed in Table 21.5.8. Certain uses located within the AICUZ zone require an SUP. Approval of a Specific Use Permit authorizes a property owner to submit subsequent development applications consistent with the approved SUP.
- B. *Application Requirements.*
1. *Application Required.* Any request for a Specific Use Permit (SUP) shall be accompanied by an application and SUP exhibit prepared in accordance with the Development Manual.
 2. *Tax Certificate Required.* All applications made as a request for a Specific Use Permit shall be accompanied by a copy of a Tax Certificate.
- C. *Processing of Application and Decision.*
1. *Submittal.* An application for a Specific Use Permit shall be submitted to the City Manager or his/her designee. The City Manager or his/her designee shall review the application for completeness in accordance with section 21.4.2. The City Manager or his/her designee may, at its option, request a recommendation from any other City Department or consultant. The City Manager or his/her designee shall notify the applicant of items requiring correction or attention before providing a recommendation on the application. After appropriate review, the City Manager or his/her designee shall forward a written recommendation to the Planning and Zoning Commission for consideration.
 2. *Notification requirements.* An application for a Specific Use Permit requires the following notification in accordance with section 21.4.3:
 - a. Written notice prior to consideration by the Planning and Zoning Commission; and
 - b. Published notice prior to consideration by the City Council.
 3. *Commission Recommendation.* The Planning and Zoning Commission shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 and make a written recommendation regarding a proposed Specific Use Permit to the City Council. The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the SUP. The Planning and Zoning Commission may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the recommendation to the City Council.
 4. *Decision by City Council.* The City Council shall receive the written recommendation of the Planning and Zoning Commission regarding a proposed Specific Use Permit and shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4. The City Council may vote to approve, approve with conditions, or deny the SUP. The City Council may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the final decision.
- D. *Criteria for Approval.* The Planning and Zoning Commission, in making its recommendation, and the City Council, in considering final action on a Specific Use Permit, should consider the following criteria:
1. The proposed use at the specified location is consistent with the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans.

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2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;
 3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods.
 4. The proposed use will not adversely affect the overall health, safety or general welfare of the City;
 5. Whether other factors are deemed relevant and important in the consideration of the Specific Use Permit.
- E. *Conditions.* The Planning and Zoning Commission, in making its recommendation, and the City Council, in considering final action, may require such modifications in the proposed use and attach such conditions to the Specific Use Permit as deemed necessary to mitigate adverse effects of the proposed use and to carry out the spirit and intent of this section. Conditions and modifications may include but are not limited to limitation of building size or height, increased open space, limitations on impervious surfaces, enhanced loading and parking requirements, additional landscaping, curbing, sidewalk, vehicular access and parking improvements, placement or orientation of buildings and entryways, buffer yards, landscaping and screening, signage restrictions and design, maintenance of buildings and outdoor areas, duration of the permit, hours of operation, and requiring a site layout.
- F. *Expiration of Specific Use Permit.* A Specific Use Permit shall expire if any of the following occurs:
1. A building permit, if necessary, for the use has not been approved within two (2) years after the approval of the SUP;
 2. A building permit approved as a result of the approval of the SUP expires within two (2) years after the approval of the SUP;
 3. The use has been abandoned or discontinued for a period of time exceeding six (6) months; or
 4. The SUP expires in accordance with its terms.

(Ord. No. 18-S-04, § 1(Exh. A), 1-23-2018; Ord. No. 23-S-07, § 1(Exh. A), 3-14-2023)

Ord. 24-S-155

UDC Amendments to Article 4 - Procedures and Applications, and Article 5 - Zoning Districts.

Samuel Haas | Senior Planner

Background

- Criteria for Approval is across the UDC for a variety of applications
- Staff Analysis is based on Criteria for Approval
- Changes in practice, Target City research, and updates to UDC require amendments to certain sections:
 - Comprehensive Land Plan Amendment
 - UDC Amendments
 - Zone Changes
 - Specific Use Permits

Staff is also using this opportunity to simplify language and make items clearer

Comprehensive Plan Amendments Criteria For Approval 21.4.6.D

Current Text	Proposed
<ol style="list-style-type: none"> 1. The proposed amendment promotes the health, safety, or general welfare of the City and the safe, orderly, efficient and healthful development of the City; 2. An amendment to the text is consistent with other policies of the Comprehensive Land Plan, taking into account the nature of any proposed map amendment associated with the text amendment; 3. An amendment to the Future Land Use Map, Master Thoroughfare Plan or any other applicable maps contained in the Comprehensive Land Plan is consistent with the policies of the Comprehensive Land Plan that apply to the map being amended, taking into account the nature of any proposed land use associated with the map amendment; 4. Any proposed amendment is consistent with the goals and objectives of the Comprehensive Land Plan; 5. Any proposed amendment addresses circumstances that have changed since the last time the plan map or text was considered, implements plan policies better than the current plan map or text corrects a mapping error or addresses a deficiency in the plan; and 6. 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 amendment 	<ol style="list-style-type: none"> 1. The proposed amendment promotes the health, safety, or general welfare of the City; 2. An amendment to the text is consistent with the goals, objectives, and other policies of the Comprehensive Land Plan; 3. An amendment to the Future Land Use Map, Master Thoroughfare Plan or any other applicable maps contained in the Comprehensive Land Plan is consistent with the policies of the Comprehensive Land Plan that apply to the map being amended; 4. Any proposed amendment addresses circumstances that have changed since the last time the plan map or text was considered, implements plan policies better than the current plan map or text corrects a mapping error or addresses a deficiency in the plan; and 5. Other factors which, are deemed relevant and important in the consideration of the amendment.

UDC Criteria For Approval 21.4.7.D

Current Text	Proposed
<ol style="list-style-type: none"><li data-bbox="180 321 1271 521">1. The proposed amendment promotes the health, safety, or general welfare of the City and the safe, orderly, efficient and healthful development of the City<li data-bbox="180 578 1271 664">2. An amendment to the text is consistent with other policies of this UDC and the City<li data-bbox="180 721 1271 821">3. Any proposed amendment is consistent with the goals and objectives of this UDC and the City; and<li data-bbox="180 878 1271 1061">4. Other criteria 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.	<ol style="list-style-type: none"><li data-bbox="1276 321 2359 421">1. The proposed amendment promotes the health, safety, and general welfare of the City;<li data-bbox="1276 478 2359 621">2. The proposed amendment is consistent with the goals, objectives, and policies of this UDC and the City;<li data-bbox="1276 678 2359 821">3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law; and<li data-bbox="1276 878 2359 963">4. Other factors which are deemed relevant and important in the consideration of the amendment.

UDC Criteria For Approval 21.4.7.D

Current Text	Proposed
<ol style="list-style-type: none">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;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;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;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;5. Whether there have been environmental and/or economical changes which warrant the requested change;6. Whether there is an error in the original zoning of the property for which a change is requested;7. Whether all of the applicant's back taxed owed to the City have been paid in full (no application will receive final approval until all back taxes are paid in full); and8. 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.	<ol style="list-style-type: none">1. Whether the proposed zoning change implements the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans;2. Whether the proposed zoning change promotes the health, safety, and general welfare of the City.3. Whether the uses permitted by the proposed change will be consistent and appropriate with existing uses in the immediate area;4. Whether other factors are deemed relevant and important in the consideration of the amendment.

Zone Change 21.5.4.D

- Eliminated “zoning map amendment” from section.

Sec. 21.5.4. Zoning Change/~~Zoning Map Amendment~~.

A. *Applicability.*

1. The City Council may, from time to time, on its own motion, by request of the City Manager or his/her designee, or by application from a property owner, establish or amend the boundaries shown on the Official Zoning Map of the City. A zoning change ~~or zoning map amendment~~ 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 within the City.
2. Approval of a zoning change ~~or zoning map amendment~~ authorizes a property owner to submit subsequent development applications consistent with the amendment.

B. *Application Requirements.*

1. *Application Required.* Any request for a zoning change ~~or zoning map amendment~~ shall be accompanied by an application and zoning exhibit prepared in accordance with the Development Manual.
2. *Accompanying Applications.* A request for a zoning change ~~or zoning map amendment~~ may be accompanied by an application for amendment of the Future Land Use Map or by a Subdivision Master Plan. Approval of a zoning change ~~or zoning map amendment~~ shall require all subsequent development applications to be consistent with the approved amendments.
3. *Tax Certificate Required.* All applications made as a request for a zoning change ~~or zoning map amendment~~ shall be accompanied by a copy of a Tax Certificate.

Zone Change 21.5.4.D

- “Back Taxes” possibly a hold-over from previous 2012-2013 Charter.

Section 6.07 Tax Assessor-Collector.

(a) Assessor-Collector. The City Manager shall appoint, and may remove, the City’s Assessor-Collector of taxes. The City Council may, in the interest of economy and efficiency and on the recommendation of the City Manager, authorize the City Manager to contract with an individual or another political subdivision as Assessor-Collector to handle the assessment and/or collection of taxes, and no separate Assessor-Collector need be appointed in such case. The Assessor-Collector shall give a surety bond for the faithful performance of his or her duties including compliance with all controlling provisions of the State law bearing upon the functions of his or her office in a sum which shall be fixed by the City Council, but in no event shall the amount be less than twenty thousand dollars, the cost to be borne by the City; provided, if the Assessor-Collector is an officer of another political subdivision providing services to the City by contract and if the City Council determines that the Assessor-Collector’s existing surety bond sufficiently protects the City, no further surety bond shall be required.

(b) Power to Levy, Assess and Collect Taxes. The City shall have the power to assess, levy and collect an annual tax upon taxable property within the City not to exceed the maximum provided by the Constitution and general laws of the State.

(c) Taxes, When Due and Payable. All taxes due the City shall be payable at the Office of the Assessor-Collector and may be paid at any time after the tax rolls for the year have been completed and approved, which shall be not later than October first. Taxes shall be paid before February 1, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty and interest as authorized by applicable State law. The City Council may, by ordinance, provide a discount for prompt payment of current taxes. The City Council may contract with an attorney or attorneys for the collection of delinquent taxes as authorized by applicable State law.

UDC Criteria For Approval 21.5.11.D

Current Text	Proposed
<ol style="list-style-type: none">1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Land Plan;2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;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;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;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;	<ol style="list-style-type: none">1. The proposed use at the specified location is consistent with the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans.2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods;4. The proposed use will not adversely affect the overall health, safety or general welfare of the City;5. Whether other factors are deemed relevant and important in the consideration of the Specific Use Permit

UDC Criteria For Approval 21.5.11.D – cont.

Current Text	Proposed
<p>6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed use on adjacent properties;</p> <p>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;</p> <p>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;</p> <p>9. No application made under these provisions will receive final approval until all back taxes owed to the City have been paid in full; and</p> <p>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.</p>	<ol style="list-style-type: none">1. The proposed use at the specified location is consistent with the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans.2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods;4. The proposed use will not adversely affect the overall health, safety or general welfare of the City;5. Whether other factors are deemed relevant and important in the consideration of the Specific Use Permit

Criteria for Approval 21.4.7.D

1. The proposed amendment promotes the health, safety, or general welfare of the City and the safe, orderly, efficient and healthful development of the City
 - The UDC functions better when it matches current city practices.
 - Better for the residents of Schertz, applicants, and Staff when there is continuity and clarity throughout the UDC.
 - Streamlining our criteria for approval will assist with the orderly and efficient development of the City

Criteria for Approval 21.4.7.D

2. An amendment to the text is consistent with other policies of this UDC and the City.

- Many of these proposed amendments are reflective of changes in the City Charter, adopted ordinances, and updated city practices.
- These amendments are consistent with the policies of the UDC and the City

Criteria for Approval 21.4.7.D

3. Any proposed amendment is consistent with the goals and objectives of this UDC and the City;

- The Strategic Plan stated goals for the Operational Values of the city.
 - Be proactive – "Proactive means initiating change by anticipating future situations in order to make things happen".
 - Responsibility of staff to be "continuously **improving** and evolving", "forward-thinking".
- These amendments would achieve these goals in the Strategic Plan

Criteria for Approval 21.4.7.D

4. Other criteria 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 received no special considerations.
 - This public hearing provides the opportunity for City Council to determine this.

Recommendation

These amendments align with the goals, objectives, and policies of the UDC and the City.

Therefore, Staff is recommending approval of Ord. 24-S-155.

On September 4th, 2024, The Planning and Zoning Commission held a public hearing and recommended approval with a 6-0 vote.

COMMENTS AND QUESTIONS

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: Planning & Community Development
Subject: Ordinance 24-S-156 - Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 5 - Zoning Districts and Article 10 - Parking Standards *First Reading* (B.James/L.Wood/S.Haas)

BACKGROUND

As stated in the Unified Development Code (UDC), City Council from time to time, on its own motion, or at the recommendation of City Staff amend, change, or modify text in any portion of the UDC to establish and maintain stable and desirable development. It is generally considered good practice to periodically review and update the development regulations due to changing conditions, community goals, and/or State and Federal regulations.

A recent regional trend in the housing market is for developments that offer something in-between traditional single-family subdivision housing and large multi-family complexes. Staff has recently received several proposals for these developments, typically in the form of one large lot that behaves like a multi-family complex that is spread out; a product known in the industry as Build to Rent (BTR). City Council has recently approved two such proposals as components of a larger Planned Development District (PDD) project. The two proposals that were approved were the Schertz Station PDD and the Schertz Gateway PDD.

When an applicant is applying for a Planned Development District (PDD), they must select a base zoning district. The PDD allows applicants to request modifications to the Unified Development Code (UDC) to fit their project. Given that our zoning districts offer mostly single-family zoning variations and limited other options, both Schertz Station and Schertz Gateway selected the Apartment/Multi-Family Residential District (R-4) and lowered the maximum density from 24 dwelling units per acre to around 10-12 dwelling units per acre.

However, when an applicant applies for a straight zone change, they must adhere to the requirements as set forth in the UDC. This has the potential to present a problem with this middle-density housing product. When City Council approves PDD applications, they also approve the concept that is tied to the application. This ensures no deviation from what was presented. With a straight zone change, there is no such requirement to adhere to the concept. So, an applicant may propose a middle density housing product as part of a zone change request for an R-4 district, but if said proposal were approved, there would be nothing preventing them from building 24 units per acre. This means that an applicant wishing to bring a 10-12 unit per acre housing product will almost always have to go the PDD route.

Given that the Planning and Zoning Commission and City Council have been amenable to these middle density housing project proposals, staff concluded that the city should establish a new base zoning district in order to codify a framework for what these projects should look like in Schertz. The proposed amendments in Ord. 24-S-156 will establish a new zoning district called Middle Density Residential District (R-5). As part of this proposal, Staff has drafted language to provide incentives for "smaller" developments. Smaller is being defined as R-5 developments occurring on tracts under 1 acre. This includes a small density bonus, as well as decreased site design and parking requirements.

In addition to establishing a new residential zoning district, Staff is also proposing to make

modifications to the current Apartment / Multi-Family District (R-4). With the proposed establishing of R-5, Schertz will be creating space for incremental multi-family developments through differences in density and scale of housing products. This means that the current R-4 district can be repurposed to be slightly denser and taller. However, staff is proposing that when deciding on the appropriateness of location for these developments, the UDC requirements become more selective.

The proposed amendments will be in the following sections of the UDC:

UDC Sections								
Section 21.5.2 Zoning Districts Established <i>Table establishing zoning districts in the City</i>								
Apartment / Multi-Family (R-4)				Middle Density Residential (R-5)				
(no change)				Adding Middle Density Residential (R-5)				
Section 21.5.5 Zoning Districts Established <i>A narrative description of each zoning district.</i>								
Apartment / Multi-Family (R-4)				Middle Density Residential (R-5)				
<p>Intended to provide denser apartment and multi-family style developments. This district is a suitable transition between single-family districts and commercial uses. However, Apartment/Multi-Family Residential Districts (R-4) shall not be located in areas where they would increase traffic with access through single-family neighborhoods and shall be located adjacent to arterial streets. The maximum density shall be thirty-five (35) units per acre. Twenty percent (20%) of the total platted area shall be provided as common, usable open space.</p>				<p>Intended to provide developments that offer a variety of housing types. This district is a suitable transition between single-family residential and commercial and/or denser multi-family developments. Comprised of attached or detached residential dwelling units.</p> <ol style="list-style-type: none"> 1. When tracts in this district are one (1) acre or less, density shall not exceed sixteen (16) units per gross acre and these tracts will be required to adhere to the single-family site design requirements in Article 9 – Site Design Standards. 2. When tracts exceed one (1) acre, density shall not exceed twelve (12) units per gross acre and these tracts will be required to adhere to the multi-family site design requirements in Article 9 – Site Design Standards and provide ten percent (10%) of the total platted area as common, usable open space. 				
Section 21.5.7 Dimensional and Developmental Standards <i>Section with setbacks, height requirements, min lot width, etc.</i>								
	Lot Size and Dimensions			Setbacks			Misc. Requirements	
Zoning District	Area sq. ft.	Width sq. ft.	Depth ft.	Front ft.	Side ft.	Rear ft.	Max Height ft.	Imp. Coverage
Apartment / Multi-Family (R-4)	43,560	400	100	25	20	20	50	75%
Middle Density (R-5)	10,890	-	-	25	10	10	35	80%

New Key for R-5:
(q) Refer to section 21.5.7.B.8
21.5.7.B.8 :

Middle Density District (R-5) developments may have unique designs and dimensions. Due to this, the following additional standards apply. These standards pertain to building separation space with the intent for fire safety:

- When HVAC units are not within the building separation space the minimum separation is ten (10) feet.
- When HVAC units are within the building separation space, or either structure is above one story, the minimum separation is fifteen (15) feet.
 - HVAC units shall be on opposite sides of buildings.
- These additional standards are not required if fire suppression systems are installed within the buildings.

Section 21.5.7 Permitted Use Table

Section with uses permitted within each zoning district

Apartment / Multi-Family (R-4)	Middle Density Residential (R-5)
(no change)	Accessory Building Church (with Specific Use Permit) Gated Community Multi-Family Apartment Dwelling Municipal Uses One-Family Dwelling Attached One-Family Dwelling Detached Park/Playground School
Section 21.10.8 Off Street Loading and Unloading Requirements.	
<i>Section that provides parking requirements</i>	
Apartment / Multi-Family (R-4)	Middle Density Residential (R-5)
(no change)	For tracts one (1) acre or less, 1 space per unit For tracts exceeding one (1) acre, 2 spaces per unit

To summarize the above table, Middle Density District (R-5) is completely new and is designed to be a lower density multi-family district. The text you see above is proposed to be added to the UDC. For Apartment / Multi-Family (R-4), Staff is proposing to modify the narrative text in UDC 21.5.5 to include higher density. However, the proposed amendments to R-4 prevent applicants from getting access through single-family neighborhoods, and they require that R-4 districts be adjacent to arterial streets. Additionally, staff is revising the table in UDC 21.5.7 to allow for higher buildings, from the current 35 feet requirement to 50 feet. This is proposed with the intent to allow for one additional story and while giving developers additional room for architectural creativity. Finally, Staff is proposing to increase the minimum lot size to 1 acre and the minimum lot width to 400 feet.

GOAL

To amend the UDC to review and update the development regulations due to changing conditions and community goals in order to establish and maintain sound, stable and desirable 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 UDC amendments, staff uses the Criteria of Approval found in 21.4.7.D.

1. The proposed amendment promotes the health, safety, or general welfare of the City and the safe, orderly, efficient and healthful development of the City

The UDC functions better when we provide adequate zoning district options for applicants. Currently, applicants either choose a single-family district or Apartment / Multi-Family (R-4) district, and when they desire something in-between these, they go the route of a Planned Development District (PDD). Each property in the city has unique challenges pertaining to development. Some properties may be too small for a single-family subdivision to be economically viable. A higher density product on the same property, such as an apartment complex, may also be incompatible with surrounding land uses. This situation often occurs in Schertz and is limiting the housing products that can be provided to the city. Additionally, high density housing proposals, either in the form of Apartment / Multi-Family (R-4) requests or PDD requests, have faced much scrutiny from citizens and decision-makers. In order to promote orderly and efficient development, Staff is proposing these changes to help balance the demand for housing while attempting to alleviate the friction between established neighborhoods and incoming developments.

2. An amendment to the text is consistent with other policies of this UDC and the City

With the recent approval of middle density housing proposals, such as Schertz Gateway PDD and Schertz Station PDD, these amendments are attempting to codify recently adopted policy in the UDC.

Additionally, Chapter 2 of the City of Schertz Strategic Plan explains the city's Policy Values with regard to "high quality of life". High quality of life is "a well planned community that creates convenient living". Part of planning the community well is responding to issues and developments that have created friction in the community. Also, planning a community well is adapting to trends in the housing market and ensuring Schertz has the flexibility to mindfully capture these trends. The Strategic Plan also states that a high quality life is not: "limited options for work, live and play". The purpose of these amendments is to help expand our zoning/density options to help the UDC be consistent with these policies.

3. Any proposed amendment is consistent with the goals and objectives of this UDC and the City

One UDC objective strives to "prevent the overcrowding of land and avoid undue concentration or diffusion of population". The UDC effectively steers applicants to choose the higher density options in Apartment/Multi-Family Residential (R-4), because there is a lack of middle density zoning options. The UDC also lays out the goal "to minimize the conflicts among the uses of land and buildings". Single-family subdivisions and adjacent high-density multifamily proposals have proven to be a source of conflict in the city. Providing a middle density zoning option and revising our existing Apartment / Multi-Family District (R-4) will help alleviate this conflict.

The City of Schertz Strategic Plan also has clear stated goals for the Operational Values of the city. Among these are the goals to be innovative and proactive. Innovative is "finding a better way to do things" and "being creative". Staff is making strides with these amendments to not be complacent with the status quo. "Proactive means initiating change by anticipating future situations in order to make things happen". Within this framework, it is the responsibility of staff to be "continuously improving and evolving", "forward thinking", and have "the ability to forecast and meet needs even before the customer identifies them". These amendments would achieve these goals in the Strategic Plan.

4. Other criteria 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.

On, August 6, 2024, Staff brought these proposed changes to the City Council for a workshop. Council received the proposal positively and directed Staff to move forward with the amendment process. Staff has received no special considerations ahead of the scheduled public hearing with Planning and Zoning.

For these reasons, staff is recommending approval of Ord. 24-S-146.

The Planning and Zoning Commission held a public hearing on September 4, 2024, and made a recommendation of approval with a 5-1 vote. Commissioner Richard Braud was the "nay" vote on this motion to recommend approval. The Commissioner voiced concerns about having denser development patterns near established single family subdivisions.

RECOMMENDATION

Approval of Ordinance 24-S-156

Attachments

Ord. 24-S-156 with Exhibits

UDC R-4 & R-5 Redlines

City Council Presentation Slides

ORDINANCE NO. 24-S-156

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO AMEND PART III, SCHERTZ CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE (UDC) ARTICLE 5 – ZONING DISTRICTS AND ARTICLE 10 – PARKING STANDARDS

WHEREAS, pursuant to Ordinance No. 10-S-06, the City of Schertz (the “City”) adopted and Amended and Restated Unified Development Code on April 13, 2010, as further amended (the “Current UDC”); and

WHEREAS, City Staff has reviewed the Current UDC and have recommended certain revision and updates to, and reorganization of, the Current UDC;

WHEREAS, on September 4, 2024, the Planning and Zoning Commission conducted a public hearing and, thereafter recommended approval; and

WHEREAS, on October 15, 2024, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the proposed amendments are appropriate and in the interest of the public safety, health, and welfare.

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

Section 1. The current UDC is hereby amended as set forth on Exhibit A and Exhibit B hereto.

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.

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"

Proposed Unified Development Code (UDC) Amendments

Article 5 – Zoning Districts

Sec. 21.5.2. Zoning Districts Established.

The City is hereby geographically divided into zoning districts and the boundaries of those districts herein are delineated upon the Official Zoning Map of the City. The use and dimensional regulations as set out in this Article are uniform in each district. Zoning districts are established in compliance with adopted Comprehensive Land Plan and Master Thoroughfare Plan. The districts established shall be known as follows:

Symbol	Zoning District Name
PRE	Predevelopment District
R-1	Single-Family Residential District
R-2	Single-Family Residential District
R-3	Two-Family Residential District
R-4	Apartment/Multi-Family Residential District
R-5	Middle Density Residential District
R-6	Single-Family Residential District
R-7	Single-Family Residential District
R-A	Single-Family Residential/Agricultural District
GH	Garden Home Residential District
TH	Townhome District
MHS	Manufactured Home Subdivision District
MHP	Manufactured Home Park District
OP	Office and Professional District
NS	Neighborhood Services District
GB	General Business District
GB-2	General Business District-2
M-1	Manufacturing District (Light)
M-2	Manufacturing District (Heavy)
PUB	Public Use District
PDD	Planned Development District
EN	Estate Neighborhood PDD
MSMU	Main Street Mixed-Use District
MSMU-ND	Main Street Mixed-Use New Development District

(Ord. No. 13-S-22 , § 1, 7-16-2013; Ord. No. 14-S-47 , § 1, 11-18-2014; Ord. No. 23-S-07 , § 1(Exh. A), 3-14-2023)

Sec. 21.5.5. Statement of Purpose and Intent for Residential Districts.

- A. *Predevelopment District (PRE)*. Intended for use for undeveloped land in the City or as a temporary designation for existing uses for newly annexed property. This zoning is also suitable for areas where development is premature due to lack of utilities, capacity or service and for areas that are unsuitable for development because of physical constraints or potential health or safety hazards. No improvements, construction or structures may be undertaken without obtaining a building permit and no occupancy of such improvements and structures without obtaining a certificate of occupancy.
- B. *Single-Family Residential District (R-1)*. Comprised of single-family detached residential dwellings on a minimum lot size of 9,600 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- C. *Single-Family Residential District (R-2)*. Comprised of single-family detached residential dwellings with a minimum lot size of 8,400 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- D. *Two-Family Residential District (R-3)*. Comprised of two (2) single-family attached residential dwellings with a minimum lot size of 9,000 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- E. *Apartment/Multi-Family Residential District (R-4)*. Intended to provide denser apartment and multi-family style developments. This district is a suitable transition between single-family districts and commercial uses. However, Apartment/Multi-Family Residential Districts (R-4) shall not be located in areas where they would increase traffic with access through single-family neighborhoods and shall be located adjacent to arterial streets. The maximum density shall be thirty-five (35) units per acre. Twenty percent (20%) of the total platted area shall be provided as common, usable open space.
- F. *Middle Density Residential District (R-5)*. Intended to provide developments that offer a variety of housing types. This district is a suitable transition between single-family residential and commercial and/or denser multi-family developments. Comprised of attached or detached residential dwelling units.
 - 1. When tracts in this district are one (1) acre or less, density shall not exceed sixteen (16) units per gross acre and these tracts will be required to adhere to the single-family site design requirements in Article 9 – Site Design Standards
 - 2. When tracts exceed one (1) acre, density shall not exceed twelve (12) units per gross acre and these tracts will be required to adhere to the multi-family site design requirements in Article 9 – Site Design Standards and provide ten percent (10%) of the total platted area as common, usable open space.
- G. *Single-Family Residential District (R-6)*. Comprised of single-family detached residential dwellings that are on a minimum lot size of 7,200 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units. This district is intended to be developed using the more contemporary building styles and allowing those dwellings to be constructed on relatively small lots. The maximum size tract that can be zoned R-6 is 30 acres.
- H. *Single-Family Residential District (R-7)*. Comprised of single-family detached residential dwellings on a minimum lot size of 6,600 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units. This district is intended to be developed using the more contemporary building styles and allowing those dwellings to be constructed on relatively small lots. The maximum size tract that can be zoned R-7 is 40 acres.
- I. *Single-Family Residential/Agricultural District (RA)*. Intended to provide for areas in which agricultural land may be held in such use for as long as is practical and reasonable. Residences in this District are intended to be on a minimum lot size of 21,780 square feet (one-half acre). This District is suitable for areas where

development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical restraints or potential health or safety hazards.

- J. *Garden Homes Residential District (GH)*. Comprised of single-family detached residential dwellings on a minimum lot size of 5,000 square feet together with the schools, churches, and parks necessary to create basic neighborhood units. This District allows the main structure to be constructed coincident with one (1) of the side property lines, and requires only one (1) side yard setback in order to maximize lot usage and yet maintain a neighborhood character consistent with conventional single-family detached homes.

No area shall be designated GH that contains less than five (5) adjoining lots on a street. Zero lot line homes shall have no windows on the side of the house, which abuts the property line. Entire frontage of one (1) side of the street in the block must be included in the GH designation. Exception may be made where an alley breaks the block on that side of the street. Homes will be uniformly located on the same side of the lot within a street block.

- K. *Townhome District (TH)*. Comprised of an attached residential dwelling unit in structures built to accommodate three (3) to six (6) units per structure. Density shall not exceed twelve (12) units per gross acre. Townhome units shall be constructed on a single lot, or on adjacent individual lots. Individual ownership of the townhome units is encouraged. Minimum lot area shall not be less than 2,500 square feet per dwelling unit. Ten percent (10%) of the total platted area shall be provided as common, usable open space. This District should not be located in areas where it would increase traffic through single-family neighborhoods and should be adjacent to arterial streets with sufficient capacity to carry the increased traffic generated.

- L. *Manufactured Home Subdivision District (MHS)*. Intended to recognize that certain areas of the City are suitable for a mixture of single-family dwelling units and HUD-Code manufactured homes, to provide adequate space and site diversification for residential purposes designed to accommodate the peculiarities and design criteria of manufactured homes, along with single-family residences, to promote the most desirable use of land and direction of building development, to promote stability of development, to protect the character of the district, to conserve the value of land and buildings, and to protect the City's tax base. This District provides for the creation and/or subdivision of any lot, tract or parcel of land used for the placement of manufactured homes. This District is not intended to prohibit or unduly restrict any type of housing but to ensure compatibility in housing types between manufactured home subdivisions and surrounding single family residential subdivisions and recognizing their inherent differences.

- M. *Manufactured Home Park District (MHP)*. Intended to provide adequate space and site diversification for residential purposes designed to accommodate the peculiarities and design criteria of manufactured homes, to promote the most desirable use of land and direction of building development, to promote stability of development, to protect the character of the district, to conserve the value of land and buildings, and to protect the City's tax base. This District provides for the creation of tracts of land used for the placement of multiple manufactured homes on a single lot, tract or parcel of land and utilized for rent or lease. This District is not intended to prohibit or unduly restrict any type of housing but to ensure compatibility between manufactured home parks and surrounding properties and recognizing the inherent differences in housing types between manufactured home parks and other residential districts.

- N. *Agricultural District (AD)*. Intended to provide as a base zoning district in areas designated as agricultural conservation on the North and South Schertz Framework Plans. Residences in this District are intended to be on a minimum lot size of 217,800 square feet (five acres). Clustering of up to two homes may be allowed on the same lot subject to setback requirements. This District is suitable for areas where development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical restraints or potential health or safety hazards.

- O. *Main Street Mixed-Use District (MSMU)*. Intended to provide a base zoning district in the area along Main Street. In light of the history of the area and variety of land uses that exist, this zoning district allows for

single-family and multi-family residential uses, and low intensity commercial uses. Reduced setbacks and parking requirements are provided as part of this district due to physical restraints.

- P. *Main Street Mixed-Use New Development District (MSMU-ND)*. Intended to provide a base zoning district in the area along Main Street, specifically for new development of existing properties. This district is intended to mirror The Main Street Mixed-Use District (MSMU), allowing for single-family and multi-family residential uses, and low intensity commercial uses. Reduced setbacks, parking requirements, along with reduced landscape buffers are provided as part of this district due to physical restraints of the existing properties.

(Ord. No. 13-S-22, § 2, 7-16-2013 ; Ord. No. 14-S-47 , § 2, 11-18-2014; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021; Ord. No. 23-S-07 , § 1(Exh. A), 3-14-2023)

Sec. 21.5.7. Dimensional and Developmental Standards.

- A. *General.* All projects or developments shall comply with all of the applicable dimensional and development standards of this Article. Additional requirements may also apply as required in other sections of this UDC. All area requirements and lot sizes shall be calculated based on gross acres.

**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	43,560	400	100	25	10	20	2	50	75%	a,b,j,k,l,m,
R-5	Middle Density District	10,890	-	-	25	10	10	2	35	80%	h,j,k,l,m,q
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,f,g,k,l,m
TH	Townhome District	2,500	25	100	25	10	20	2	35	75%	h,j,k,l,m
MHS	Manufactured Home Subdivision District	6,600	60	110	25	10	20	2	35	50%	j,k,l,m,o
MHP	Manufactured Home Park District	43,560	-	-	25	12.5	25	-	35	50%	j,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
MSMU-ND	Main Street Mixed Use-New Development	5,000	50	100	10	5	10	2	35	80%	j,k,m,p

Key:	
a.	Maximum density shall not exceed 35 units per acre.
b.	2 parking spaces per unit plus 5%.
c.	Zero lot line Garden Homes.
d.	20-foot paved alley for ingress/egress to all rear garages.
e.	5-foot shall be designated maintenance easement.
f.	Corner lot shall have 10-foot side yard setback from street right-of-way.
g.	25-foot set back to property line adjoining public street.
h.	Corner lot shall have minimum 15-foot side yard setback from street right-of-way. For properties on Main Street, the City Engineer may authorize a reduction to no less than 10' if there are no sight distance issues.
i.	Minimum lot area for each unit.
j.	Site Plan approval required.
k.	Swimming pools count toward the maximum impervious cover limitations, unless the swimming pool is equipped with a water overflow device appropriate for such pool, and only if it drains into any pervious surface, in which case the water surface shall be excluded.
l.	No variances may be permitted to exceed the maximum impervious cover limitations
m.	Refer to Article 14, section 21.14.3 for additional design requirements
n.	All single family residential dwelling units constructed within this district shall be constructed with an enclosed garage.
o.	Side yard setback of 7.5 ft. for R-1, R-2, R-3, R-6, R-7, and MHS continues in effect for all subdivisions vested on the date of adoption of Ordinance No. 11-S-15.
p.	Not subject to the requirements in section 21.10.4
q.	Refer to section 21.5.7.B.8

Table 21.5.7.B DIMENSIONAL REQUIREMENTS NON-RESIDENTIAL ZONING DISTRICTS (d)			
	Minimum Lot Size And Dimensions	Minimum Yard Setback (Ft)	Miscellaneous Lot Requirements

Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Rear Adj Non-Res Zone	Rear Adj. Res Zone	Side Adj Non-Res Zone	Side Adj Res Zone	Max Ht. Ft.	Max Imperv Cover	Key
OP	Office/ Professional	6,000	60	100	25	0	25	0	25	35	70%	a, b, c, d
NS	Neighborhood Services	10,000	100	100	25a	0	25	0	25	35	80%	a, b, c, d
GB	General Business	10,000	100	100	25	0	25	0	25	120	80%	a, b, c, d
GB-2	General Business-2	10,000	100	100	25	0	25	0	25	120	80%	a, b, c, d
M-1	Light Manufacturing	10,000	100	100	25	0	50c	0	25b	120	80%	a, b, c, d
M-2	Heavy Manufacturing	10,000	100	100	25	0	50c	0	25b	120	80%	a, b, c, d
PUB	Public Use District	10,000	100	100	25	0	15	0	25	35	70%	a, c, d
Key:												
a.	See Article 10 for parking requirements.											
b.	Uses may require a Specific Use Permit. The City of Schertz will follow the guidelines outlined in the Air Installation Compatible Use Zone (AICUZ) study for Randolph Air Force Base.											
c.	No variances may be permitted to exceed the maximum impervious cover limitations.											
d.	Refer to Article 14, Sec. 21.14.3 for additional design requirements.											

B. *Additional Dimensional and Development Standards.*

1. All lots developed for residential purposes shall comply with the lot area, minimum setbacks and height requirements established in table 21.5.7A for the zoning district(s) in which the lot(s) is/are located. All lots developed for allowed non-residential purposes, within residential zoning districts, shall comply with lot, area and height requirements established in table 21.5.7A for the zoning district(s) in which the lot(s) is/are located.
2. All lots developed for non-residential purposes shall comply with lot, area, minimum setbacks, and maximum height requirements established for the zoning district(s) in which the lot(s) is located, as established in table 21.5.7B.
3. All lots shall have at least the minimum area, width and depth as indicated in the tables 21.5.7A and 21.5.7B in this section.
4. Platted subdivisions established by a duly approved plat filed prior to adoption of this UDC shall be exempt from meeting any new lot width, depth, and/or square footage requirements.
5. No lot existing at the time of passage of this UDC shall be reduced in size below the minimum area requirements set forth in tables 21.5.7A and 21.5.7B.
6. Minimum lot size requirements shall not apply to previously platted lots that are annexed into the City, but shall apply in the event of a vacation and replat of such property. All other requirements of this UDC shall nevertheless apply.
7. No portion of any building on a residential lot may be located on any lot closer to any lot line or to the street right-of-way line than is authorized in table 21.5.7A set forth in this section unless otherwise listed below:
 - a. Where the frontage on one (1) side of a street is divided by two (2) or more zoning districts, the front yard setback shall comply with the requirements of most restrictive district for the entire frontage between the nearest intersecting streets.
 - b. Where the building setback line has been established by plat and exceeds the requirements of this UDC, the more restrictive setback line shall apply.
 - c. The front yard setback shall be measured from the property line to the front face of the building, covered porch, covered terrace, or attached accessory building. Eaves and roof extensions may project into the required front yard, not to exceed two (2) feet.
 - d. *Side Yards:* Every part of a required side yard shall be open and unobstructed except for accessory buildings as permitted herein and the ordinary projections of window sills, belt courses, cornices and other architectural features projecting not to exceed twelve (12) inches into the required side yard, and roof eaves projecting not to exceed twenty-four (24) inches into the required side yard.
 - e. *Rear Yards:* Every part of a required rear yard shall be open and unobstructed, except for accessory buildings, uses and structures as permitted and the ordinary projections of window sills, belt courses, cornices and roof overhangs and other architectural features projecting not to exceed twenty-four (24) inches into the required rear yard.
 - f. Where lots have double frontage, running from one street to another, a required front yard setback shall be provided on both streets.
 - g. *Mixed Use Building:* In a building serving dwelling and other uses, in any district, the height and area regulations applicable to non-residential buildings shall apply.

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- h. There shall not be more than one (1) residential dwelling on a platted lot of a duly recorded plat of a single-family residential use.
8. Middle Density District (R-5) developments may have unique designs and dimensions. Due to this, the following additional standards apply. These standards pertain to the side building separation space with the intent for fire safety
- a. When HVAC units are not within the building separation space the minimum separation is ten (10) feet.
 - b. When HVAC units are within the building separation space, or either structure is above one story, the minimum separation is fifteen (15) feet.
 - c. HVAC units shall be on opposite sides of buildings.
 - d. These additional standards are not required if fire suppression systems are installed within the buildings.

(Ord. No. 13-S-22 , § 3, 7-16-2013; Ord. No. 14-S-47 , § 3, 11-18-2014; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021)

Sec. 21.5.8. Permitted Use Table.

- A. *Use of Land and Buildings.* Structures, land or premises shall be used only in accordance with the use permitted in the following use table subject to compliance with the dimensional and development standards for the applicable zoning district and all other applicable requirements of this UDC.
- B. *Permitted Principal Uses.* No principal use shall be permitted in any district unless it appears in the following permitted use table.
 - 1. *Legend for the permitted use table:*

P	Use is permitted in district indicated
S	Use is permitted in district indicated upon approval of Specific Use Permit
	Use is prohibited in district indicated

		RESIDENTIAL USES														
PRE	AD	RA	R-1	R-2	R-3	R-4	R-5	R-6	R-7	MHS	MHP	GH	MS MU	MS MU-ND	TH	
Predevelopment	Agricultural District	Residential/Agricultural	Single Family - 1	Single Family - 2	Two Family	Apartment/Multi-Family	Middle Density Residential District	Single Family - 6	Single Family - 7	Manufactured Home Subdivision	Manufactured Home Park	Garden Home	Main Street Mixed Use	Main Street Mixed Use - New Development	Townhome District	PERMITTED USES
	P	P	P	P	P		P	P	P	P	P	P	P	P	P	Accessory Building, Residential
																Aggregate Extraction
	P	P														Agricultural/Field Crops
	P															Airport, Heliport or Landing Field
																Alcohol Package Sales
																Antenna and/or Antenna Support Structure, Commercial
													P	P		Antique Shop
																Appliances, Furniture and Home Furnishings Store
													P	P		Art Gallery/Library/Museum
																Assisted Care or Living Facility
																Athletic Stadium, Private
																Athletic Stadium, Public
													P	P		Automobile Parking Structure/Garage
																Automobile Parts Sales

																Automobile Repairs & Service, Major
																Automobile Repairs & Service, Minor
																Automobile Sales
													P	P		Bakery
													P	P		Bank, Saving and Loan, Credit Union
													P	P		Beauty Salon/Barber Shop
	S	S	S	S	S	S		S	S	S	S	S	P	P		Bed and Breakfast Inn
													P	P		Book Store
																Bottling Works
	S															Building Material and Hardware Sales
																Cabinet or Upholstery Shop
																Car Wash, Automated
																Car Wash, Self Serve
	S	S														Cemetery or Mausoleum
S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Church, Temple, Synagogue, Mosque, or Other Place of Worship
																Civic/Convention Center
																College, University, Trade, or Private Boarding School
																Commercial Amusement, Indoor
																Commercial Amusement, Outdoor
																Community Center
																Concrete/Asphalt Batching Plant

	S																Convenience Store w/o Gas Pumps
																	Convenience Store w/ Gas Pumps
													P	P			Dance Hall/Night Club
													P	P			Day Care Center
																	Department Store
																	Dry Cleaning, Major
													P	P			Dry Cleaning, Minor
	P	P	P	P	P	P		P	P	P	P	P					Family or Group Home
	P												P	P			Farmers Market
																	Flea Market, Inside
	S																Flea Market, Outside
														P	P		Florist
																	Fraternity, Sorority, Civic Club or Lodge
														P	P		Furniture Sales
																	Gasoline Station/Fuel Pumps
		P	P	P	P	P	P	P	P	P	P	P				P	Gated Community
																	General Manufacturing/Industrial Use
		P	P	P	P	P	P	P	P	P	P	P				P	Golf Course and/or Country Club
														P	P		Governmental Facilities
														P	P		Gymnastics/Dance Studio
																	Hazardous Waste
														P	P		Health/Fitness Center
	S																Heavy Equipment Sales, Service or Rental
																	Home Improvement Center

																Hospital
																Hotel/Motel
																Household Appliance Service and Repair
	S	S	S	S				S	S	S	S	S	S	S		In-Home Day Care
																Landfill
																Laundromat
	P	P														Livestock
													P	P		Locksmith/Security System Company
													P	P		Medical, Dental or Professional Office/Clinic
																Mini-Warehouse/Public Storage
		S								P	P					Manufactured/Mobile Homes
																Manufacturing
													P	P		Microbrewery/Brewpub
																Mortuary/Funeral Home
					S	P	P						P	P		Multi-Family Apartment Dwelling
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Municipal Uses Operated by the City of Schertz
													P	P		Museum
	S															Nursery, Major
	P															Nursery, Minor
																Office Showroom
																Office-Warehouse/Distribution Center
					P	P	P						P	P	P	One-Family Dwelling Attached

	P	P	P	P	P	P	P	P	P	P	P	P	P	P		One-Family Dwelling Detached
													P	P		Packaging/Mailing Store
	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Park/Playground/Similar Public Site
																Pawn Shop
													P	P		Pet Store
													P	P		Pharmacy
																Portable Building Sales
													P	P		Post Office
																Print Shop, Major
													P	P		Print Shop, Minor
													P	P		Private Club
																Railroad/Bus Passenger Station
	S	S									P					Recreational Vehicle Park
																Recreational Vehicle Sales and Service
																Recycling Collection Center
																Recycling Collection Point
																Recycling Facility
																Rehabilitation Care Facility
																Restaurant, Drive-In
													P	P		Restaurant or Cafeteria
													P	P		Retail Stores and Shops
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	School, Public or Private
																Sexually Oriented Business (See Ordinance No. 02-L-16)
	P	P														Stable, Commercial

																Storage or Wholesale Warehouse
													P	P		Tattoo Parlors/Studios
													P	P		Tavern
																Taxidermist
																Theater, Outdoor
													P	P		Theater, Indoor
	S															Tool Rental
																Trailer/Manufactured Homes Sales
																Truck Sales, Heavy Equipment
																Truck Terminal
					P	P	P						P	P		Two-Family Dwelling
	P															Veterinarian Clinic/Kennel, Indoor
	P	P														Veterinarian Clinic/Kennel, Outdoor
	S															Welding/Machine Shop
																Wrecking or Salvage Yard
S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	New and Unlisted Uses

C. *New and Unlisted Uses.*

1. It is recognized that new or unlisted types of land use may seek to locate in the City. In order to provide for such contingencies, a determination of any new or unlisted form of land use shall be made in accordance with this section.
2. For uses in which an applicant requests a Specific Use Permit, the City Manager or his/her designee shall follow the procedures for granting an SUP in accordance with section 21.5.11 of this UDC.
3. It is recognized that the permitted use chart may require amendment, from time to time, to allow for uses that were otherwise not permitted. In the event an amendment to the permitted use chart is required, the procedure for the amendment shall be the same as required for an amendment to the text of the UDC in accordance with section 21.4.7 of this UDC.

D. *Limited Uses.*

1. Tattoo Parlors/Studios in the Main Street Mixed Use District and the Main Street Mixed Use – New Development District shall have the following limited uses:
 - a. No tattoo studio shall be within 900 feet of another tattoo studio (property line to property line).
2. Automobile Sales within the City of Schertz shall have the following limited uses:
 - a. No Automobile Sales shall be within three (3) miles of another Automobile Sales (property line to property line).
 - b. No Automobile Sales shall be within 250 feet of any single-family residential zoning or use.
 - c. Automobile Sales uses are required to have Automobile Repair, Major as an accessory use.

(Ord. No. 13-S-22 , § 4, 7-16-2013; Ord. No. 14-S-47 , § 4, 11-18-2014; Ord. No. 20-S-29, § 1(Exh. A), 10-27-2020; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021; Ord. No. 21-S-44 , § 1(Exh. A), 10-26-2021)

Exhibit "B"

Proposed Unified Development Code (UDC) Amendments

Article 10 – Parking Standards

Sec. 21.10.4. Schedule of off-street parking requirements.

- A. Off-street parking shall be provided in sufficient quantities to provide the following ratio of vehicle spaces for the uses specified in the districts designated:

Table 21.10.4 Schedule of Off-Street Parking Requirements	
Use Type	Parking Requirement
Amusement, Commercial (Indoor)	1 space for each 200 square feet of gross floor area
Amusement, Commercial (Outdoor)	1 space per 500 square feet of outdoor site area plus 1 space per each 4 fixed spectator seats
Assisted Care, Living Facility, Care Facility	1 parking space for each 2 beds
Bank, Savings And Loan, Or Other Financial Institution	1 space for each 250 square feet of gross floor area
Bar Or Night Club	1 space for each 50 square feet of gross floor area
Bed And Breakfast	1 space for each guest room plus 1 space per employee
Bowling Alley	5 parking spaces for each lane
Car Wash	1 space for each 200 Square feet of floor area
Day Care Center	1 space per 250 square feet of gross floor area
Fitness Center/Gym	1 space for each 250 square feet of gross floor area
Convenience Store/Gas Station	1 space for each 250 square feet of gross floor area. Spaces provided for fueling at the pump stations shall not be considered parking spaces.
Group Home	4 spaces
Hospital	1 parking space for each bed
Hotel Or Motel	1 space for each sleeping room or suite plus 1 space for every 200 square feet of common area not designated as sleeping rooms
Lodging Houses And Boarding Houses	1 parking space for each bedroom
Manufacturing, Processing Or Repairing	1 space for each 2 employees or 1 space for each 1,000 square feet of total floor area, whichever is greater
Medical Or Dental Clinic	1 space for each 200 square feet of total floor area
Middle-Density (R-5) Housing Types	For tracts one (1) acre or less, 1 space per unit For tracts exceeding one (1) acre, 2 spaces per unit
Mini-warehouse/Public Storage	1 space for each 300 square feet of office floor area plus 1 space for each 3,000 square feet of storage area
Mortuary/Funeral Home	1 parking space for each 50 square feet of floor space in service rooms or 1 space for each 3 seats, whichever is less based on maximum design capacity)
Multifamily, Condominium or Other Similar Use	2 spaces per unit Plus additional guest parking provided at a ratio of 5% of required spaces
Duplex and Two-Family	2 spaces per unit
Nursery	1 space per 300 square feet of total sales area Wholesale nursery: 1 parking space per employee of the largest work shift, plus 1 space per 10,000 square feet of display area and 1 space per acre of growing areas
Offices	1 space for each 250 square feet of gross floor area

Outdoor Facilities (Outdoor Recreational Fields i.e. Football, Soccer, etc.)	20 spaces per designated field or 1 per 4 person design capacity
Public Use	Parking shall be provided at a ratio approved by City staff based on a parking study provided by the applicant
Residence Halls, Fraternity Buildings And Sorority Buildings	1 space per person capacity of permanent sleeping facilities
Residential Subdivision Mailbox Kiosk	2 spaces—these may be in the right-of-way but not in the traffic lane—an expansion of the road surface is required and the kiosk must be covered to provide shelter for people using the kiosk
Restaurants	1 parking space for each 100 square feet of gross floor area, or 1 space for each 4 seats, whichever is less (based on maximum design capacity)
Retail Sales And Service	1 space for each 250 square feet of gross floor area
School, High School, Vocational, All Other Schools	Parking shall be provided at a ratio approved by City staff based on a parking study provided by the applicant that shall include vehicle stacking requirements
Single Family Attached And Detached Dwelling Units	2 parking spaces per dwelling unit
Theaters, Auditoriums, Churches, Assembly Halls, Sports Arenas, Stadiums, Conference Center, Convention Center, Dance Hall, Exhibition Halls, Or Other Place Of Public Assembly	1 space for each 4 seats or 1 space for every 100 square feet of gross floor area, whichever is less (based on maximum design capacity)
Automobile Sales Or Rental	1 space for each 3,000 square feet of sales area (open and enclosed) devoted to the sale, display or rental of vehicles
Automobile Service, Repair, Garage	1 space for each 200 square feet of total floor area
Warehouse	1 space for each 1,000 square feet of total floor area

- B. *New and Unlisted Uses.* When a proposed land use is not classified in this section or a single use which have varying parking needs depending on the function of that specific single use, an applicant may submit a parking ratio based on best/current planning and transportation practices.
1. A best/current parking ratio application should include the following:
 - a. An application shall fully cite the sources used to derive the applicant-submitted parking ratio, possible resources include parking standards material from the Institute of Transportation Engineers (ITE) or the American Planning Association (APA).
 - b. The City Manager or his/her designee shall review the applicant submitted parking ratio to confirm best/current planning practices for a use.
 - c. The City Manager or his/her designee shall approve, modify, or deny the applicant submitted parking ratio.
 2. Parking ratio determination where no application is submitted
 - a. If the applicant does not submit a parking ratio, then the City Manager or his/her designee shall determine the parking ratio based on the best/current planning and transportation practices.
- C. *Mixed uses.* In the event that several users occupy a single structure, or parcels of land, the total requirements for off street parking shall be the sum of the requirements for the several uses computed

separately unless it can be shown that the peak parking demands are offset, for example with retail and residential, or theater and office uses. In such case the City Manager or his/her designee may reduce the total requirements accordingly, but not more than twenty-five percent (25%).

- D. *Joint use of facilities.* Required parking facilities of two (2) or more uses, structures, or parcels of land may be satisfied by the same parking facility used jointly, to the extent that it can be shown by the owners or operators that the need for the facilities does not materially overlap and provided that such right of joint use is evidenced by a deed, lease, contract, or similar written instrument establishing the joint use.
- E. *Properties zoned main street mixed-use.* Properties zoned Main Street Mixed-Use shall only be required to provide two (2) on-site parking spaces but must still provide the minimum required number of handicapped spaces on site.

(Ord. No. 14-S-47, § 5, 11-18-2014; Ord. No. 16-S-27, § 7, 8-30-2016; Ord. No. 18-S-03, § 1(Exh. A), 1-23-2018; Ord. No. 22-S-19, § 1(Exh. A), 4-26-2022; Ord. No. 23-S-07, § 1(Exh. A), 3-14-2023)

Sec. 21.5.2. Zoning Districts Established.

The City is hereby geographically divided into zoning districts and the boundaries of those districts herein are delineated upon the Official Zoning Map of the City. The use and dimensional regulations as set out in this Article are uniform in each district. Zoning districts are established in compliance with adopted Comprehensive Land Plan and Master Thoroughfare Plan. The districts established shall be known as follows:

Table 21.5.2	
Symbol	Zoning District Name
PRE	Predevelopment District
R-1	Single-Family Residential District
R-2	Single-Family Residential District
R-3	Two-Family Residential District
R-4	Apartment/Multi-Family Residential District
R-5	<u>Middle Density Residential District</u>
R-6	Single-Family Residential District
R-7	Single-Family Residential District
R-A	Single-Family Residential/Agricultural District
GH	Garden Home Residential District
TH	Townhome District
MHS	Manufactured Home Subdivision District
MHP	Manufactured Home Park District
OP	Office and Professional District
NS	Neighborhood Services District
GB	General Business District
GB-2	General Business District-2
M-1	Manufacturing District (Light)
M-2	Manufacturing District (Heavy)
PUB	Public Use District
PDD	Planned Development District
EN	Estate Neighborhood PDD
MSMU	Main Street Mixed-Use District
MSMU-ND	Main Street Mixed-Use New Development District

(Ord. No. 13-S-22 , § 1, 7-16-2013; Ord. No. 14-S-47 , § 1, 11-18-2014; Ord. No. 23-S-07 , § 1(Exh. A), 3-14-2023)

Sec. 21.5.5. Statement of Purpose and Intent for Residential Districts.

- A. *Predevelopment District (PRE)*. Intended for use for undeveloped land in the City or as a temporary designation for existing uses for newly annexed property. This zoning is also suitable for areas where development is premature due to lack of utilities, capacity or service and for areas that are unsuitable for development because of physical constraints or potential health or safety hazards. No improvements, construction or structures may be undertaken without obtaining a building permit and no occupancy of such improvements and structures without obtaining a certificate of occupancy.
- B. *Single-Family Residential District (R-1)*. Comprised of single-family detached residential dwellings on a minimum lot size of 9,600 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- C. *Single-Family Residential District (R-2)*. Comprised of single-family detached residential dwellings with a minimum lot size of 8,400 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- D. *Two-Family Residential District (R-3)*. Comprised of two (2) single-family attached residential dwellings with a minimum lot size of 9,000 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units.
- E. *Apartment/Multi-Family Residential District (R-4)*. Intended to provide denser~~for~~ apartment and multi-family style developments. This district is a suitable transition between single-family districts and commercial uses. However, Apartment/Multi-Family Residential Districts (R-4) shall not be located in areas where they would increase traffic with access through single-family neighborhoods and shall be located adjacent to arterial streets. including, but not limited to apartment buildings, duplex, garden apartments, condominium units, assisted living centers, nursing homes and other similar uses. Due to the infrastructure requirements for such districts, the City may require the applicant seeking such zoning classification to establish (i) the adequacy of available access and utility facilities, (ii) sufficiency of drainage, and (iii) provision of sufficient open space. The minimum lot size in such district is 10,000 square feet for three (3) units and 1,800 square feet for each additional dwelling unit. The maximum density shall be thirty-five ~~twenty-four~~ (2435) units per acre. Apartment/Multi-Family Residential Districts 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. Multi-family developments are suitable buffers between single-family districts and commercial uses. Multi-family districts should be buffered from non-residential land uses and from pollution sources and environmental hazards. Twenty percent (20%) of the total platted area shall be provided as common, usable open space.
- F. *Middle Density Residential District (R-5)*. Intended to provide developments that offer a variety of housing types. This district is a suitable transition between single-family residential and commercial and/or denser multi-family developments. Comprised of attached or detached residential dwelling units.
 - 1. When tracts in this district are one (1) acre or less, density shall not exceed sixteen (16) units per gross acre and these tracts will be required to adhere to the single-family site design requirements in Article 9 – Site Design Standards
 - 2. When tracts exceed one (1) acre, density shall not exceed twelve (12) units per gross acre and these tracts will be required to adhere to the multi-family site design requirements in Article 9 – Site Design Standards and provide ten percent (10%) of the total platted area as common, usable open space.
- FG. *Single-Family Residential District (R-6)*. Comprised of single-family detached residential dwellings that are on a minimum lot size of 7,200 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units. This district is intended to be developed using the more contemporary building

styles and allowing those dwellings to be constructed on relatively small lots. The maximum size tract that can be zoned R-6 is 30 acres.

~~GH~~. *Single-Family Residential District (R-7)*. Comprised of single-family detached residential dwellings on a minimum lot size of 6,600 square feet, together with the schools, churches, and parks necessary to create basic neighborhood units. This district is intended to be developed using the more contemporary building styles and allowing those dwellings to be constructed on relatively small lots. The maximum size tract that can be zoned R-7 is 40 acres.

~~HJ~~. *Single-Family Residential/Agricultural District (RA)*. Intended to provide for areas in which agricultural land may be held in such use for as long as is practical and reasonable. Residences in this District are intended to be on a minimum lot size of 21,780 square feet (one-half acre). This District is suitable for areas where development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical restraints or potential health or safety hazards.

~~HJ~~. *Garden Homes Residential District (GH)*. Comprised of single-family detached residential dwellings on a minimum lot size of 5,000 square feet together with the schools, churches, and parks necessary to create basic neighborhood units. This District allows the main structure to be constructed coincident with one (1) of the side property lines, and requires only one (1) side yard setback in order to maximize lot usage and yet maintain a neighborhood character consistent with conventional single-family detached homes.

No area shall be designated GH that contains less than five (5) adjoining lots on a street. Zero lot line homes shall have no windows on the side of the house, which abuts the property line. Entire frontage of one (1) side of the street in the block must be included in the GH designation. Exception may be made where an alley breaks the block on that side of the street. Homes will be uniformly located on the same side of the lot within a street block.

~~J-K~~. *Townhome District (TH)*. Comprised of an attached residential dwelling unit in structures built to accommodate three (3) to six (6) units per structure. Density shall not exceed twelve (12) units per gross acre. Townhome units shall be constructed on a single lot, or on adjacent individual lots. Individual ownership of the townhome units is encouraged. Minimum lot area shall not be less than 2,500 square feet per dwelling unit. Ten percent (10%) of the total platted area shall be provided as common, usable open space. This District should not be located in areas where it would increase traffic through single-family neighborhoods and should be adjacent to arterial streets with sufficient capacity to carry the increased traffic generated.

~~KL~~. *Manufactured Home Subdivision District (MHS)*. Intended to recognize that certain areas of the City are suitable for a mixture of single-family dwelling units and HUD-Code manufactured homes, to provide adequate space and site diversification for residential purposes designed to accommodate the peculiarities and design criteria of manufactured homes, along with single-family residences, to promote the most desirable use of land and direction of building development, to promote stability of development, to protect the character of the district, to conserve the value of land and buildings, and to protect the City's tax base. This District provides for the creation and/or subdivision of any lot, tract or parcel of land used for the placement of manufactured homes. This District is not intended to prohibit or unduly restrict any type of housing but to ensure compatibility in housing types between manufactured home subdivisions and surrounding single family residential subdivisions and recognizing their inherent differences.

~~LM~~. *Manufactured Home Park District (MHP)*. Intended to provide adequate space and site diversification for residential purposes designed to accommodate the peculiarities and design criteria of manufactured homes, to promote the most desirable use of land and direction of building development, to promote stability of development, to protect the character of the district, to conserve the value of land and buildings, and to protect the City's tax base. This District provides for the creation of tracts of land used for the placement of multiple manufactured homes on a single lot, tract or parcel of land and utilized for rent or lease. This District is not intended to prohibit or unduly restrict any type of housing but to ensure compatibility between

manufactured home parks and surrounding properties and recognizing the inherent differences in housing types between manufactured home parks and other residential districts.

~~AN~~. *Agricultural District (AD)*. Intended to provide as a base zoning district in areas designated as agricultural conservation on the North and South Schertz Framework Plans. Residences in this District are intended to be on a minimum lot size of 217,800 square feet (five acres). Clustering of up to two homes may be allowed on the same lot subject to setback requirements. This District is suitable for areas where development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical restraints or potential health or safety hazards.

~~NO~~. *Main Street Mixed-Use District (MSMU)*. Intended to provide a base zoning district in the area along Main Street. In light of the history of the area and variety of land uses that exist, this zoning district allows for single-family and multi-family residential uses, and low intensity commercial uses. Reduced setbacks and parking requirements are provided as part of this district due to physical restraints.

~~OP~~. *Main Street Mixed-Use New Development District (MSMU-ND)*. Intended to provide a base zoning district in the area along Main Street, specifically for new development of existing properties. This district is intended to mirror The Main Street Mixed-Use District (MSMU), allowing for single-family and multi-family residential uses, and low intensity commercial uses. Reduced setbacks, parking requirements, along with reduced landscape buffers are provided as part of this district due to physical restraints of the existing properties.

(Ord. No. 13-S-22, § 2, 7-16-2013 ; Ord. No. 14-S-47 , § 2, 11-18-2014; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021; Ord. No. 23-S-07 , § 1(Exh. A), 3-14-2023)

Sec. 21.5.7. Dimensional and Developmental Standards.

- A. *General.* All projects or developments shall comply with all of the applicable dimensional and development standards of this Article. Additional requirements may also apply as required in other sections of this UDC. All area requirements and lot sizes shall be calculated based on gross acres.

Proposed Redlines

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 43,560	1400	100	25	10	20	2	35 50	75%	a,b,j,k,l,m,n
<u>R-5</u>	<u>Middle Density District</u>	<u>10,890</u>	<u>-</u>	<u>-</u>	<u>25</u>	<u>10</u>	<u>10</u>	<u>2</u>	<u>35</u>	<u>80%</u>	<u>h,j,k,l,m,q</u>
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,f,g,k,l,m
TH	Townhome District	2,500	25	100	25	10	20	2	35	75%	h,j,k,l,m
MHS	Manufactured Home Subdivision District	6,600	60	110	25	10	20	2	35	50%	j,k,l,m,o
MHP	Manufactured Home Park District	43,560	-	-	25	12.5	25	-	35	50%	j,k,l,m
AD	Agricultural District	217,800	100	100	25	25	25	2	35	30%	h,k,o

Proposed Redlines

MSMU	Main Street Mixed Use	5,000	50	100	10	5	10	2	35	80%	h,j,k,m, n,p
MSMU-ND	Main Street Mixed Use-New Development	5,000	50	100	10	5	10	2	35	80%	j,k,m,p
Key:											
a.	Add 1,800 square feet of area for each unit after the first 3 units. Maximum density shall not exceed <u>3524</u> units per acre.										
b.	2 parking spaces per unit plus 5%.										
c.	Zero lot line Garden Homes.										
d.	20-foot paved alley for ingress/egress to all rear garages.										
e.	5-foot shall be designated maintenance easement.										
f.	Corner lot shall have 10-foot side yard setback from street right-of-way.										
g.	25-foot set back to property line adjoining public street.										
h.	Corner lot shall have minimum 15-foot side yard setback from street right-of-way. For properties on Main Street, the City Engineer may authorize a reduction to no less than 10' if there are no sight distance issues.										
i.	Minimum lot area for each unit.										
j.	Site Plan approval required.										
k.	Swimming pools count toward the maximum impervious cover limitations, unless the swimming pool is equipped with a water overflow device appropriate for such pool, and only if it drains into any pervious surface, in which case the water surface shall be excluded.										
l.	No variances may be permitted to exceed the maximum impervious cover limitations										
m.	Refer to Article 14, section 21.14.3 for additional design requirements										
n.	All single family residential dwelling units constructed within this district shall be constructed with an enclosed garage.										
o.	Side yard setback of 7.5 ft. for R-1, R-2, R-3, R-6, R-7, and MHS continues in effect for all subdivisions vested on the date of adoption of Ordinance No. 11-S-15.										
p.	Not subject to the requirements in section 21.10.4										
q.	<u>Refer to section 21.5.7.B.8</u>										

Table 21.5.7.B DIMENSIONAL REQUIREMENTS NON-RESIDENTIAL ZONING DISTRICTS (d)			
	Minimum Lot Size And Dimensions	Minimum Yard Setback (Ft)	Miscellaneous Lot Requirements

Proposed Redlines

Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Rear Adj Non-Res Zone	Rear Adj. Res Zone	Side Adj Non-Res Zone	Side Adj Res Zone	Max Ht. Ft.	Max Imperv Cover	Key
OP	Office/ Professional	6,000	60	100	25	0	25	0	25	35	70%	a, b, c, d
NS	Neighborhood Services	10,000	100	100	25a	0	25	0	25	35	80%	a, b, c, d
GB	General Business	10,000	100	100	25	0	25	0	25	120	80%	a, b, c, d
GB-2	General Business-2	10,000	100	100	25	0	25	0	25	120	80%	a, b, c, d
M-1	Light Manufacturing	10,000	100	100	25	0	50c	0	25b	120	80%	a, b, c, d
M-2	Heavy Manufacturing	10,000	100	100	25	0	50c	0	25b	120	80%	a, b, c, d
PUB	Public Use District	10,000	100	100	25	0	15	0	25	35	70%	a, c, d
Key:												
a.	See Article 10 for parking requirements.											
b.	Uses may require a Specific Use Permit. The City of Schertz will follow the guidelines outlined in the Air Installation Compatible Use Zone (AICUZ) study for Randolph Air Force Base.											
c.	No variances may be permitted to exceed the maximum impervious cover limitations.											
d.	Refer to Article 14, Sec. 21.14.3 for additional design requirements.											

B. *Additional Dimensional and Development Standards.*

1. All lots developed for residential purposes shall comply with the lot area, minimum setbacks and height requirements established in table 21.5.7A for the zoning district(s) in which the lot(s) is/are located. All lots developed for allowed non-residential purposes, within residential zoning districts, shall comply with lot, area and height requirements established in table 21.5.7A for the zoning district(s) in which the lot(s) is/are located.
2. All lots developed for non-residential purposes shall comply with lot, area, minimum setbacks, and maximum height requirements established for the zoning district(s) in which the lot(s) is located, as established in table 21.5.7B.
3. All lots shall have at least the minimum area, width and depth as indicated in the tables 21.5.7A and 21.5.7B in this section.
4. Platted subdivisions established by a duly approved plat filed prior to adoption of this UDC shall be exempt from meeting any new lot width, depth, and/or square footage requirements.
5. No lot existing at the time of passage of this UDC shall be reduced in size below the minimum area requirements set forth in tables 21.5.7A and 21.5.7B.
6. Minimum lot size requirements shall not apply to previously platted lots that are annexed into the City, but shall apply in the event of a vacation and replat of such property. All other requirements of this UDC shall nevertheless apply.
7. No portion of any building on a residential lot may be located on any lot closer to any lot line or to the street right-of-way line than is authorized in table 21.5.7A set forth in this section unless otherwise listed below:
 - a. Where the frontage on one (1) side of a street is divided by two (2) or more zoning districts, the front yard setback shall comply with the requirements of most restrictive district for the entire frontage between the nearest intersecting streets.
 - b. Where the building setback line has been established by plat and exceeds the requirements of this UDC, the more restrictive setback line shall apply.
 - c. The front yard setback shall be measured from the property line to the front face of the building, covered porch, covered terrace, or attached accessory building. Eaves and roof extensions may project into the required front yard, not to exceed two (2) feet.
 - d. *Side Yards:* Every part of a required side yard shall be open and unobstructed except for accessory buildings as permitted herein and the ordinary projections of window sills, belt courses, cornices and other architectural features projecting not to exceed twelve (12) inches into the required side yard, and roof eaves projecting not to exceed twenty-four (24) inches into the required side yard.
 - e. *Rear Yards:* Every part of a required rear yard shall be open and unobstructed, except for accessory buildings, uses and structures as permitted and the ordinary projections of window sills, belt courses, cornices and roof overhangs and other architectural features projecting not to exceed twenty-four (24) inches into the required rear yard.
 - f. Where lots have double frontage, running from one street to another, a required front yard setback shall be provided on both streets.
 - g. *Mixed Use Building:* In a building serving dwelling and other uses, in any district, the height and area regulations applicable to non-residential buildings shall apply.

h. There shall not be more than one (1) residential dwelling on a platted lot of a duly recorded plat of a single-family residential use.

8. Middle Density District (R-5) developments may have unique designs and dimensions. Due to this, the following additional standards apply. These standards pertain to the side building separation space with the intent for fire safety:

- a. When HVAC units are not within the building separation space the minimum separation is ten (10) feet.
- b. When HVAC units are within the building separation space, or either structure is above one story, the minimum separation is fifteen (15) feet.
- c. HVAC units shall be on opposite sides of buildings.
- d. These additional standards are not required if fire suppression systems are installed within the buildings.

(Ord. No. 13-S-22 , § 3, 7-16-2013; Ord. No. 14-S-47 , § 3, 11-18-2014; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021)

Sec. 21.5.8. Permitted Use Table.

- A. *Use of Land and Buildings.* Structures, land or premises shall be used only in accordance with the use permitted in the following use table subject to compliance with the dimensional and development standards for the applicable zoning district and all other applicable requirements of this UDC.
- B. *Permitted Principal Uses.* No principal use shall be permitted in any district unless it appears in the following permitted use table.
 - 1. *Legend for the permitted use table:*

P	Use is permitted in district indicated
S	Use is permitted in district indicated upon approval of Specific Use Permit
	Use is prohibited in district indicated

Proposed Redlines

RESIDENTIAL USES																
PRE	AD	RA	R-1	R-2	R-3	R-4	<u>R-5</u>	R-6	R-7	MHS	MHP	GH	MS MU	MS MU-ND	TH	
Predevelopment	Agricultural District	Residential/Agricultural	Single Family - 1	Single Family - 2	Two Family	Apartment/Multi-Family	<u>Middle Density Residential District</u>	Single Family - 6	Single Family - 7	Manufactured Home Subdivision	Manufactured Home Park	Garden Home	Main Street Mixed Use	Main Street Mixed Use - New Development	Townhome District	PERMITTED USES
	P	P	P	P	P		<u>P</u>	P	P	P	P	P	P	P	P	Accessory Building, Residential
																Aggregate Extraction
	P	P														Agricultural/Field Crops
	P															Airport, Heliport or Landing Field
																Alcohol Package Sales
																Antenna and/or Antenna Support Structure, Commercial
													P	P		Antique Shop
																Appliances, Furniture and Home Furnishings Store
													P	P		Art Gallery/Library/Museum
																Assisted Care or Living Facility
																Athletic Stadium, Private
																Athletic Stadium, Public
													P	P		Automobile Parking Structure/Garage
																Automobile Parts Sales

Proposed Redlines

																Automobile Repairs & Service, Major
																Automobile Repairs & Service, Minor
																Automobile Sales
													P	P		Bakery
													P	P		Bank, Saving and Loan, Credit Union
													P	P		Beauty Salon/Barber Shop
	S	S	S	S	S	S		S	S	S	S	S	P	P		Bed and Breakfast Inn
													P	P		Book Store
																Bottling Works
	S															Building Material and Hardware Sales
																Cabinet or Upholstery Shop
																Car Wash, Automated
																Car Wash, Self Serve
	S	S														Cemetery or Mausoleum
S	S	S	S	S	S	S	<u>S</u>	S	S	S	S	S	S	S	S	Church, Temple, Synagogue, Mosque, or Other Place of Worship
																Civic/Convention Center
																College, University, Trade, or Private Boarding School
																Commercial Amusement, Indoor
																Commercial Amusement, Outdoor
																Community Center
																Concrete/Asphalt Batching Plant

Proposed Redlines

	S															Convenience Store w/o Gas Pumps
																Convenience Store w/ Gas Pumps
													P	P		Dance Hall/Night Club
													P	P		Day Care Center
																Department Store
																Dry Cleaning, Major
													P	P		Dry Cleaning, Minor
	P	P	P	P	P	P		P	P	P	P	P				Family or Group Home
	P												P	P		Farmers Market
																Flea Market, Inside
	S															Flea Market, Outside
														P	P	Florist
																Fraternity, Sorority, Civic Club or Lodge
														P	P	Furniture Sales
																Gasoline Station/Fuel Pumps
		P	P	P	P	P	<u>P</u>	P	P	P	P	P			P	Gated Community
																General Manufacturing/Industrial Use
		P	P	P	P	P	<u>P</u>	P	P	P	P	P			P	Golf Course and/or Country Club
														P	P	Governmental Facilities
														P	P	Gymnastics/Dance Studio
																Hazardous Waste
														P	P	Health/Fitness Center
	S															Heavy Equipment Sales, Service or Rental
																Home Improvement Center

Proposed Redlines

																Hospital
																Hotel/Motel
																Household Appliance Service and Repair
	S	S	S	S				S	S	S	S	S	S	S		In-Home Day Care
																Landfill
																Laundromat
	P	P														Livestock
													P	P		Locksmith/Security System Company
													P	P		Medical, Dental or Professional Office/Clinic
																Mini-Warehouse/Public Storage
		S								P	P					Manufactured/Mobile Homes
																Manufacturing
													P	P		Microbrewery/Brewpub
					S	P	<u>P</u>						P	P		Mortuary/Funeral Home
P	P	P	P	P	P	P	<u>P</u>	P	P	P	P	P	P	P	P	Municipal Uses Operated by the City of Schertz
													P	P		Museum
	S															Nursery, Major
	P															Nursery, Minor
																Office Showroom
																Office-Warehouse/Distribution Center
					P	P	<u>P</u>						P	P	P	One-Family Dwelling Attached

Proposed Redlines

	P	P	P	P	P	P	<u>P</u>	P	P	P	P	P	P	P		One-Family Dwelling Detached
													P	P		Packaging/Mailing Store
	P	P	P	P	P	P	<u>P</u>	P	P	P	P	P	P	P	P	Park/Playground/Similar Public Site
																Pawn Shop
													P	P		Pet Store
													P	P		Pharmacy
																Portable Building Sales
													P	P		Post Office
																Print Shop, Major
													P	P		Print Shop, Minor
													P	P		Private Club
																Railroad/Bus Passenger Station
	S	S									P					Recreational Vehicle Park
																Recreational Vehicle Sales and Service
																Recycling Collection Center
																Recycling Collection Point
																Recycling Facility
																Rehabilitation Care Facility
																Restaurant, Drive-In
													P	P		Restaurant or Cafeteria
													P	P		Retail Stores and Shops
P	P	P	P	P	P	P	<u>P</u>	P	P	P	P	P	P	P	P	School, Public or Private
																Sexually Oriented Business (See Ordinance No. 02-L-16)
	P	P														Stable, Commercial

Proposed Redlines

																Storage or Wholesale Warehouse
													P	P		Tattoo Parlors/Studios
													P	P		Tavern
																Taxidermist
																Theater, Outdoor
													P	P		Theater, Indoor
	S															Tool Rental
																Trailer/Manufactured Homes Sales
																Truck Sales, Heavy Equipment
																Truck Terminal
					P	P	<u>P</u>						P	P		Two-Family Dwelling
	P															Veterinarian Clinic/Kennel, Indoor
	P	P														Veterinarian Clinic/Kennel, Outdoor
	S															Welding/Machine Shop
																Wrecking or Salvage Yard
S	S	S	S	S	S	S	<u>S</u>	S	S	S	S	S	S	S	S	New and Unlisted Uses

C. *New and Unlisted Uses.*

1. It is recognized that new or unlisted types of land use may seek to locate in the City. In order to provide for such contingencies, a determination of any new or unlisted form of land use shall be made in accordance with this section.
2. For uses in which an applicant requests a Specific Use Permit, the City Manager or his/her designee shall follow the procedures for granting an SUP in accordance with section 21.5.11 of this UDC.
3. It is recognized that the permitted use chart may require amendment, from time to time, to allow for uses that were otherwise not permitted. In the event an amendment to the permitted use chart is required, the procedure for the amendment shall be the same as required for an amendment to the text of the UDC in accordance with section 21.4.7 of this UDC.

D. *Limited Uses.*

1. Tattoo Parlors/Studios in the Main Street Mixed Use District and the Main Street Mixed Use – New Development District shall have the following limited uses:
 - a. No tattoo studio shall be within 900 feet of another tattoo studio (property line to property line).
2. Automobile Sales within the City of Schertz shall have the following limited uses:
 - a. No Automobile Sales shall be within three (3) miles of another Automobile Sales (property line to property line).
 - b. No Automobile Sales shall be within 250 feet of any single-family residential zoning or use.
 - c. Automobile Sales uses are required to have Automobile Repair, Major as an accessory use.

(Ord. No. 13-S-22 , § 4, 7-16-2013; Ord. No. 14-S-47 , § 4, 11-18-2014; Ord. No. 20-S-29, § 1(Exh. A), 10-27-2020; Ord. No. 21-S-26 , § 1(Exh. A), 7-6-2021; Ord. No. 21-S-44 , § 1(Exh. A), 10-26-2021)

Sec. 21.10.4. Schedule of off-street parking requirements.

- A. Off-street parking shall be provided in sufficient quantities to provide the following ratio of vehicle spaces for the uses specified in the districts designated:

Table 21.10.4 Schedule of Off-Street Parking Requirements	
Use Type	Parking Requirement
Amusement, Commercial (Indoor)	1 space for each 200 square feet of gross floor area
Amusement, Commercial (Outdoor)	1 space per 500 square feet of outdoor site area plus 1 space per each 4 fixed spectator seats
Assisted Care, Living Facility, Care Facility	1 parking space for each 2 beds
Bank, Savings And Loan, Or Other Financial Institution	1 space for each 250 square feet of gross floor area
Bar Or Night Club	1 space for each 50 square feet of gross floor area
Bed And Breakfast	1 space for each guest room plus 1 space per employee
Bowling Alley	5 parking spaces for each lane
Car Wash	1 space for each 200 Square feet of floor area
Day Care Center	1 space per 250 square feet of gross floor area
Fitness Center/Gym	1 space for each 250 square feet of gross floor area
Convenience Store/Gas Station	1 space for each 250 square feet of gross floor area. Spaces provided for fueling at the pump stations shall not be considered parking spaces.
Group Home	4 spaces
Hospital	1 parking space for each bed
Hotel Or Motel	1 space for each sleeping room or suite plus 1 space for every 200 square feet of common area not designated as sleeping rooms
Lodging Houses And Boarding Houses	1 parking space for each bedroom
Manufacturing, Processing Or Repairing	1 space for each 2 employees or 1 space for each 1,000 square feet of total floor area, whichever is greater
Medical Or Dental Clinic	1 space for each 200 square feet of total floor area
<u>Middle-Density (R-5) Housing Types</u>	<u>For tracts one (1) acre or less, 1 space per unit</u> <u>For tracts exceeding one (1) acre, 2 spaces per unit</u>
Mini-warehouse/Public Storage	1 space for each 300 square feet of office floor area plus 1 space for each 3,000 square feet of storage area
Mortuary/Funeral Home	1 parking space for each 50 square feet of floor space in service rooms or 1 space for each 3 seats, whichever is less based on maximum design capacity)
Multifamily, Condominium or Other Similar Use	2 spaces per unit Plus additional guest parking provided at a ratio of 5% of required spaces
Duplex and Two-Family	2 spaces per unit
Nursery	1 space per 300 square feet of total sales area Wholesale nursery: 1 parking space per employee of the largest work shift, plus 1 space per 10,000 square feet of display area and 1 space per acre of growing areas
Offices	1 space for each 250 square feet of gross floor area

Proposed Redlines

Outdoor Facilities (Outdoor Recreational Fields i.e. Football, Soccer, etc.)	20 spaces per designated field or 1 per 4 person design capacity
Public Use	Parking shall be provided at a ratio approved by City staff based on a parking study provided by the applicant
Residence Halls, Fraternity Buildings And Sorority Buildings	1 space per person capacity of permanent sleeping facilities
Residential Subdivision Mailbox Kiosk	2 spaces—these may be in the right-of-way but not in the traffic lane—an expansion of the road surface is required and the kiosk must be covered to provide shelter for people using the kiosk
Restaurants	1 parking space for each 100 square feet of gross floor area, or 1 space for each 4 seats, whichever is less (based on maximum design capacity)
Retail Sales And Service	1 space for each 250 square feet of gross floor area
School, High School, Vocational, All Other Schools	Parking shall be provided at a ratio approved by City staff based on a parking study provided by the applicant that shall include vehicle stacking requirements
Single Family Attached And Detached Dwelling Units	2 parking spaces per dwelling unit
Theaters, Auditoriums, Churches, Assembly Halls, Sports Arenas, Stadiums, Conference Center, Convention Center, Dance Hall, Exhibition Halls, Or Other Place Of Public Assembly	1 space for each 4 seats or 1 space for every 100 square feet of gross floor area, whichever is less (based on maximum design capacity)
Automobile Sales Or Rental	1 space for each 3,000 square feet of sales area (open and enclosed) devoted to the sale, display or rental of vehicles
Automobile Service, Repair, Garage	1 space for each 200 square feet of total floor area
Warehouse	1 space for each 1,000 square feet of total floor area

- B. *New and Unlisted Uses.* When a proposed land use is not classified in this section or a single use which have varying parking needs depending on the function of that specific single use, an applicant may submit a parking ratio based on best/current planning and transportation practices.
1. A best/current parking ratio application should include the following:
 - a. An application shall fully cite the sources used to derive the applicant-submitted parking ratio, possible resources include parking standards material from the Institute of Transportation Engineers (ITE) or the American Planning Association (APA).
 - b. The City Manager or his/her designee shall review the applicant submitted parking ratio to confirm best/current planning practices for a use.
 - c. The City Manager or his/her designee shall approve, modify, or deny the applicant submitted parking ratio.
 2. Parking ratio determination where no application is submitted
 - a. If the applicant does not submit a parking ratio, then the City Manager or his/her designee shall determine the parking ratio based on the best/current planning and transportation practices.
- C. *Mixed uses.* In the event that several users occupy a single structure, or parcels of land, the total requirements for off street parking shall be the sum of the requirements for the several uses computed

separately unless it can be shown that the peak parking demands are offset, for example with retail and residential, or theater and office uses. In such case the City Manager or his/her designee may reduce the total requirements accordingly, but not more than twenty-five percent (25%).

- D. *Joint use of facilities.* Required parking facilities of two (2) or more uses, structures, or parcels of land may be satisfied by the same parking facility used jointly, to the extent that it can be shown by the owners or operators that the need for the facilities does not materially overlap and provided that such right of joint use is evidenced by a deed, lease, contract, or similar written instrument establishing the joint use.
- E. *Properties zoned main street mixed-use.* Properties zoned Main Street Mixed-Use shall only be required to provide two (2) on-site parking spaces but must still provide the minimum required number of handicapped spaces on site.

(Ord. No. 14-S-47, § 5, 11-18-2014; Ord. No. 16-S-27, § 7, 8-30-2016; Ord. No. 18-S-03, § 1(Exh. A), 1-23-2018; Ord. No. 22-S-19, § 1(Exh. A), 4-26-2022; Ord. No. 23-S-07, § 1(Exh. A), 3-14-2023)

Ord. 24-S-156

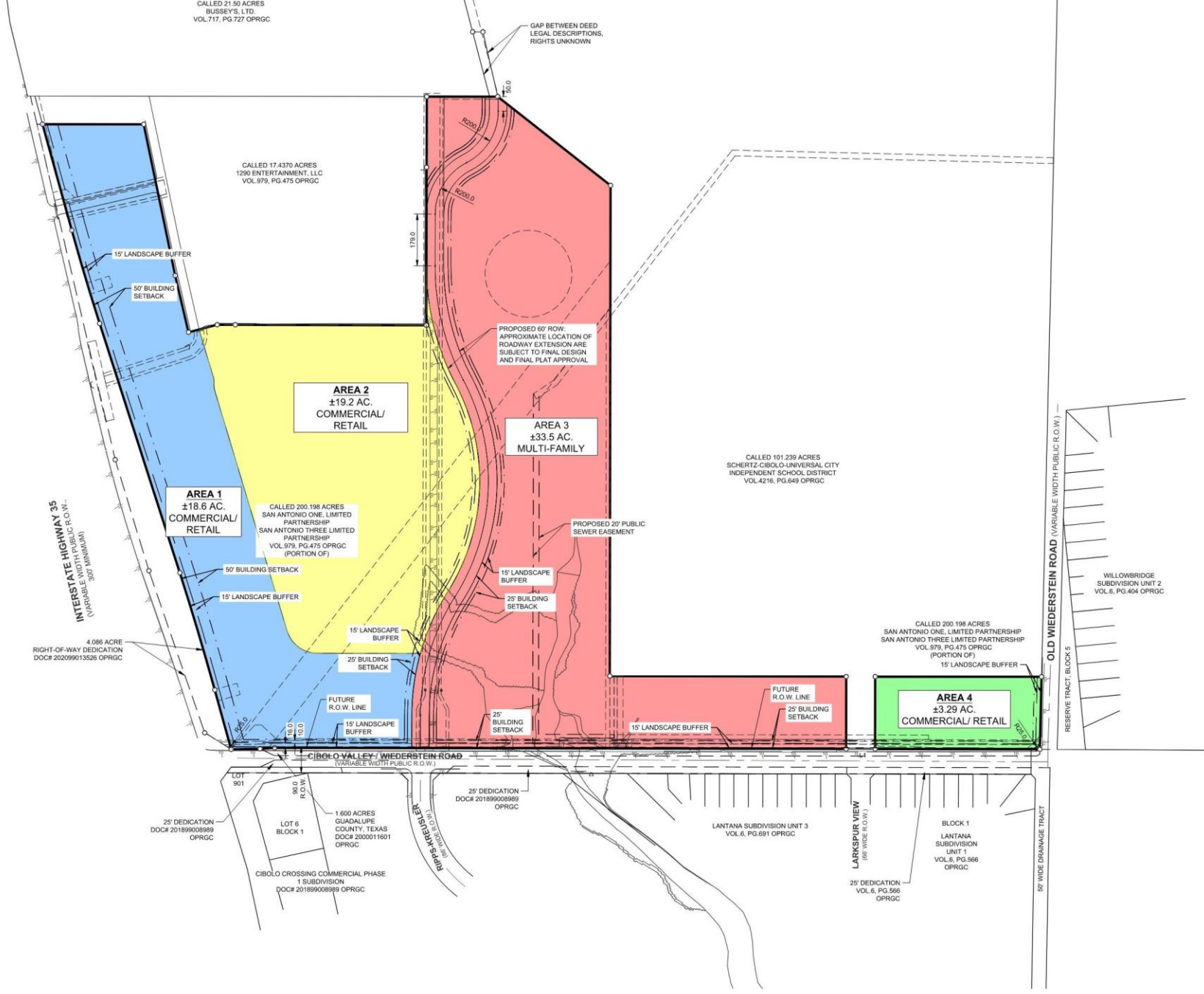
UDC Amendments to Article 5 - Zoning Districts and Article 10 - Parking Standards.

Samuel Haas | Senior Planner

Background

- Workshop August 6, 2024
- Trends in Development
 - Lower density, dispersed – townhome style
 - Multi-Family in function





???



General
Business (GB)

Proposed Changes to UDC

1. New Zoning District
2. Modify Existing Apartment / Multi-Family (R-4)

Proposal # 1 New Zoning District

- New Zoning District
 - Middle Density Residential (R-5)
 - Lower density than traditional apartment complexes i.e. R-4
 - Provide incentives smaller multi-family developments
 - Capture market trends provide variety of housing

New Zoning District – R-5 Middle Density

- UDC Section
 - 21.5.2 – Zoning Districts Established
 - 21.5.5 – Statement of Purpose and Intent
 - 21.5.7 – Dimensional and Development Standards
 - 21.5.8 – Permitted Use Table
 - 21.10.4 – Parking Requirements

New Zoning District – R-5 Middle Density

21.5.2 – Zoning Districts Established

Table 21.5.2	
Symbol	Zoning District Name
PRE	Predevelopment District
R-1	Single-Family Residential District
R-2	Single-Family Residential District
R-3	Two-Family Residential District
R-4	Apartment/Multi-Family Residential District
R-5	Middle Density Residential District
R-6	Single-Family Residential District
R-7	Single-Family Residential District
R-A	Single-Family Residential/Agricultural District
GH	Garden Home Residential District
TH	Townhome District
MHS	Manufactured Home Subdivision District
MHP	Manufactured Home Park District
OP	Office and Professional District
NS	Neighborhood Services District
GB	General Business District
GB-2	General Business District-2
M-1	Manufacturing District (Light)
M-2	Manufacturing District (Heavy)
PUB	Public Use District
PDD	Planned Development District
EN	Estate Neighborhood PDD
MSMU	Main Street Mixed-Use District
MSMU-ND	Main Street Mixed-Use New Development District

New Zoning District – R-5 Middle Density

21.5.5 – Statement of Purpose and Intent

F. Middle Density Residential District (R-5). Intended to provide developments that offer a variety of housing types. This district is a suitable transition between single-family residential and commercial and/or denser multi-family developments. Comprised of attached or detached residential dwelling units.

1. When tracts in this district are one (1) acre or less, density shall not exceed sixteen (16) units per gross acre and these tracts will be required to adhere to the single-family site design requirements in Article 9 – Site Design Standards
2. When tracts exceed one (1) acre, density shall not exceed twelve (12) units per gross acre and these tracts will be required to adhere to the multi-family site design requirements in Article 9 – Site Design Standards and provide ten percent (10%) of the total platted area as common, usable open space.

Tract - Unit or contiguous units of land

New Zoning District – R-5 Middle Density

Table 21.5.7.A DIMENSIONAL REQUIREMENTS RESIDENTIAL ZONING DISTRICTS											
Code	Zoning District	Minimum Lot Size <u>And</u> Dimensions			Minimum Yard Setback (Ft)				Miscellaneous Lot Requirements		Key
		Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off- Street Parking Spaces	Max Height Ft.	Max Imperv Cover	
R-1	Single-Family Residential District-1	9,600	80	120	25	10	20	2	35	50%	<u>h,k,l</u> <u>m,o</u>
R-2	Single-Family Residential District-2	8,400	70	120	25	10	20	2	35	50%	<u>h,k,l</u> <u>m,o</u>
R-3	Two-Family Residential District	9,000	75	120	25	10	20	2	35	60%	<u>h,k,l</u> <u>m,o</u>
R-4	Apartment/Multi-Family Residential District	10,000	100	100	25	10	20	2	35	75%	<u>a,b,j,k</u> <u>l,m</u>
<u>R-5</u>	<u>Middle Density Residential District</u>	<u>10,890</u>	<u>-</u>	<u>-</u>	<u>25</u>	<u>10</u>	<u>10</u>	<u>2</u>	<u>35</u>	<u>80%</u>	<u>h,j,k,l</u> <u>m,q</u>
R-6	Single-Family Residential District-6	7,200	60	120	25	10	20	2	35	50%	<u>h,k,l</u> <u>m,n,o</u>
R-7	Single-Family Residential District-7	6,600	60	110	25	10	20	2	35	50%	<u>h,k,l</u> <u>m,n,o</u>
R-A	Single-Family-Residential/Agriculture	21,780	-	-	25	25	25	2	35	50%	<u>h,k,l</u> <u>m,n</u>
GH	Garden Home Residential District	5,000	50	100	10	10	10	2	35	75%	<u>c,d,e,f</u> <u>g,k,l,m</u>
TH	Townhome District	2,500	25	100	25	10	20	2	35	75%	<u>h,k,l</u> <u>m</u>
MHS	Manufactured Home Subdivision District	6,600	60	110	25	10	20	2	35	50%	<u>j,k,l</u> <u>m,o</u>
MHP	Manufactured Home Park District	43,560	-	-	25	12.5	25	-	35	50%	<u>j,k,l,m</u>
AD	Agricultural District	217,800	100	100	25	25	25	2	35	30%	<u>h,k,o</u>
MSMU	Main Street Mixed Use	5,000	50	100	10	5	10	2	35	80%	<u>h,j,k,m</u> <u>n,p</u>

New Zoning District – R-5 Middle Density

21.5.7 – Dimensional and Development Standards

MSMU	Main Street Mixed Use	5,000	50	100	10	5	10	2	35	80%	h,i,k,m n,p
MSMU-ND	Main Street Mixed Use-New Development	5,000	50	100	10	5	10	2	35	80%	i,k,m,p
Key:											
a.	Add 1,800 square feet of area for each unit after the first 3 units. Maximum density shall not exceed <u>3524</u> units per acre.										
b.	2 parking spaces per unit plus 5%.										
c.	Zero lot line Garden Homes.										
d.	20-foot paved alley for ingress/egress to all rear garages.										
e.	5-foot shall be designated maintenance easement.										
f.	Corner lot shall have 10-foot side yard setback from street right-of-way.										
g.	25-foot set back to property line adjoining public street.										
h.	Corner lot shall have minimum 15-foot side yard setback from street right-of-way. For properties on Main Street, the City Engineer may authorize a reduction to no less than 10' if there are no sight distance issues.										
i.	Minimum lot area for each unit.										
j.	Site Plan approval required.										
k.	Swimming pools count toward the maximum impervious cover limitations, unless the swimming pool is equipped with a water overflow device appropriate for such pool, and only if it drains into any pervious surface, in which case the water surface shall be excluded.										
l.	No variances may be permitted to exceed the maximum impervious cover limitations										
m.	Refer to Article 14, section 21.14.3 for additional design requirements										
n.	All single family residential dwelling units constructed within this district shall be constructed with an enclosed garage.										
o.	Side yard setback of 7.5 ft. for R-1, R-2, R-3, R-6, R-7, and MHS continues in effect for all subdivisions vested on the date of adoption of Ordinance No. 11-S-15.										
p.	Not subject to the requirements in section 21.10.4										
q.	Refer to section 21.5.7.B.8										

New Zoning District – R-5 Middle Density

21.5.7 – Dimensional and Development Standards

8. Middle Density District (R-5) developments may have unique designs and dimensions. Due to this, the following additional standards apply. These standards pertain to the side building separation space with the intent for fire safety:
 - a. When HVAC units are not within the building separation space the minimum separation is ten (10) feet.
 - b. When HVAC units are within the building separation space, or either structure is above one story, the minimum separation is fifteen (15) feet.
 - c. HVAC units shall be on opposite sides of buildings.
 - d. These additional standards are not required if fire suppression systems are installed within the buildings.

New Zoning District – R-5 Middle Density

- 21.5.8 – Permitted Uses
 - Accessory Building, Residential
 - Church (with SUP)
 - Gated Community
 - Golf Course
 - MF Dwelling
 - Municipal Uses
 - SF Dwelling, Attached
 - SF Dwelling Detached
 - Park/Playground
 - School
 - Two-Family Dwelling

New Zoning District – R-5 Middle Density

- 21.5.10 – Parking

Hotel Or Motel	1 space for each sleeping room or suite plus 1 space for every 200 square feet of common area not designated as sleeping rooms
Lodging Houses <u>And</u> Boarding Houses	1 parking space for each bedroom
Manufacturing, Processing <u>Or</u> Repairing	1 space for each 2 employees or 1 space for each 1,000 square feet of total floor area, whichever is greater
Medical Or Dental Clinic	1 space for each 200 square feet of total floor area
<u>Middle-Density (R-5) Housing Types</u>	<u>For tracts one (1) acre or less, 1 space per unit</u> <u>For tracts exceeding one (1) acre, 2 spaces per unit</u>
<u>Mini-warehouse</u> /Public Storage	1 space for each 300 square feet of office floor area plus 1 space for each 3,000 square feet of storage area
Mortuary/Funeral Home	1 parking space for each 50 square feet of floor space in service rooms or 1 space for each 3 seats, whichever is less based on maximum design capacity)
Multifamily, Condominium or Other Similar Use	2 spaces per unit Plus additional guest parking provided at a ratio of 5% of required spaces

New Zoning District – R-5 Middle Density

- 1 ac or less
 - 16 units per ac with ¼ ac lot min.
 - 4-16 units per ac
 - 1 Parking space required per unit
 - Required to adhere to single-family design requirements of Article 9
 - No 20-foot landscape buffer from ROW
 - No 20-foot landscape buffer next to SF districts or use
 - No 8-foot masonry wall next to SF districts or use
 - 2 trees per lot vs 9 trees per ac

¼ ac = four plex



1/2 ac = 8-units



1 ac = 16-units



New Zoning District – R-5 Middle Density

- Over 1 ac
- 12 units per ac
 - 2 Parking spaces required per unit
- Required to adhere to all multi-family design requirements of Article 9

12 DU/ac



Proposal # 2 Modify R-4 District

- Modify Existing Apartment / Multi-Family (R-4)
 - Denser
 - Taller
 - More selective on appropriateness of location

Modify– R-4

- E. *Apartment/Multi-Family Residential District (R-4)*. Intended to provide for denser apartment and multi-family style developments. This district is a suitable transition between single-family districts and commercial uses. However, Apartment/Multi-Family Residential Districts (R-4) shall not be located in areas where they would increase traffic with access through single-family neighborhoods and shall be located adjacent to arterial streets. ~~including, but not limited to apartment buildings, duplex, garden apartments, condominium units, assisted living centers, nursing homes and other similar uses.~~ Due to the ~~infrastructure requirements for such districts, the City may require the applicant seeking such zoning classification to establish (i) the adequacy of available access and utility facilities, (ii) sufficiency of drainage, and (iii) provision of sufficient open space.~~ The minimum lot size in such district is ~~10,000 square feet for three (3) units and 1,800 square feet for each additional dwelling unit.~~ The maximum density shall be thirty-two (32) ~~thirty-two-five (32.5)~~ units per acre. ~~Apartment/Multi-Family Residential Districts 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. Multi-family developments are suitable buffers between single-family districts and commercial uses. Multi-family districts should be buffered from non-residential land uses and from pollution sources and environmental hazards.~~ Twenty percent (20%) of the total platted

Modify– R-4

- E. *Apartment/Multi-Family Residential District (R-4)*. Intended to provide denser apartment and multi-family style developments. This district is a suitable transition between single-family districts and commercial uses. However, Apartment/Multi-Family Residential Districts (R-4) shall not be located in areas where they would increase traffic with access through single-family neighborhoods and shall be located adjacent to arterial streets. The maximum density shall be thirty-five (35) units per acre. Twenty percent (20%) of the total platted area shall be provided as common, usable open space.

Modify– R-4

Table 21.5.7.A DIMENSIONAL REQUIREMENTS RESIDENTIAL ZONING DISTRICTS											
Code	Zoning District	Minimum Lot Size <u>And</u> Dimensions			Minimum Yard Setback (Ft)				Miscellaneous Lot Requirements		Key
		Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off- Street Parking Spaces	Max Height Ft.	Max Imperv Cover	
R-1	Single-Family Residential District-1	9,600	80	120	25	10	20	2	35	50%	<u>h,i,k,l</u> <u>m,o</u>
R-2	Single-Family Residential District-2	8,400	70	120	25	10	20	2	35	50%	<u>h,i,k,l</u> <u>m,o</u>
R-3	Two-Family Residential District	9,000	75	120	25	10	20	2	35	60%	<u>h,i,k,l</u> <u>m,o</u>
R-4	Apartment/Multi-Family Residential District	10,000 43,560	1400	100	25	10	20	2	35 50	75%	<u>a,b,i,k</u> <u>l,m</u>
<u>R-5</u>	<u>Middle Density District</u>	<u>10,890</u>	<u>-</u>	<u>-</u>	<u>25</u>	<u>10</u>	<u>10</u>	<u>2</u>	<u>35</u>	<u>80%</u>	<u>h,i,k,l</u> <u>m, g</u>
R-6	Single-Family Residential District-6	7,200	60	120	25	10	20	2	35	50%	<u>h,k,l</u> <u>m,n,o</u>
R-7	Single-Family Residential District-7	6,600	60	110	25	10	20	2	35	50%	<u>h,k,l</u> <u>m,n,o</u>
R-A	Single-Family-Residential/Agriculture	21,780	-	-	25	25	25	2	35	50%	<u>h,k,l</u> <u>m,n</u>
GH	Garden Home Residential District	5,000	50	100	10	10	10	2	35	75%	<u>c,d,e,f</u> <u>g,k,l,m</u>
TH	Townhome District	2,500	25	100	25	10	20	2	35	75%	<u>h,i,k,l</u> <u>m</u>
MHS	Manufactured Home Subdivision District	6,600	60	110	25	10	20	2	35	50%	<u>i,k,l</u> <u>m,o</u>
MHP	Manufactured Home Park District	43,560	-	-	25	12.5	25	-	35	50%	<u>i,k,l,m</u>
AD	Agricultural District	217,800	100	100	25	25	25	2	35	30%	<u>h,k,o</u>

Modify– R-4

- Schertz Gateway – 35 DU/ac
- 1518 Apts – 45 feet

MF Max			
City	DU	Height	Notes
Schertz	24 / ac	35 feet	
Cibolo	24 / ac	45 feet	
Frisco	19 / ac	50 feet	
Georgetown	24 / ac	45 feet	
McKinney	30 / ac	45 feet	
NB	24 / ac	45 of 60 feet*	Extended height for use of pitched roof
San Antonio	65 / ac	None	45 & 60 feet (MF-33, MF-40)
San Marcos	24+ / ac	75 feet	No Max in some districts - form based
Seguin	20 / ac	45 feet	
Selma	20 / ac	45 feet	
Temple	40 / ac	140 feet	
UC	20 / ac	35 feet	

Modify- R-4

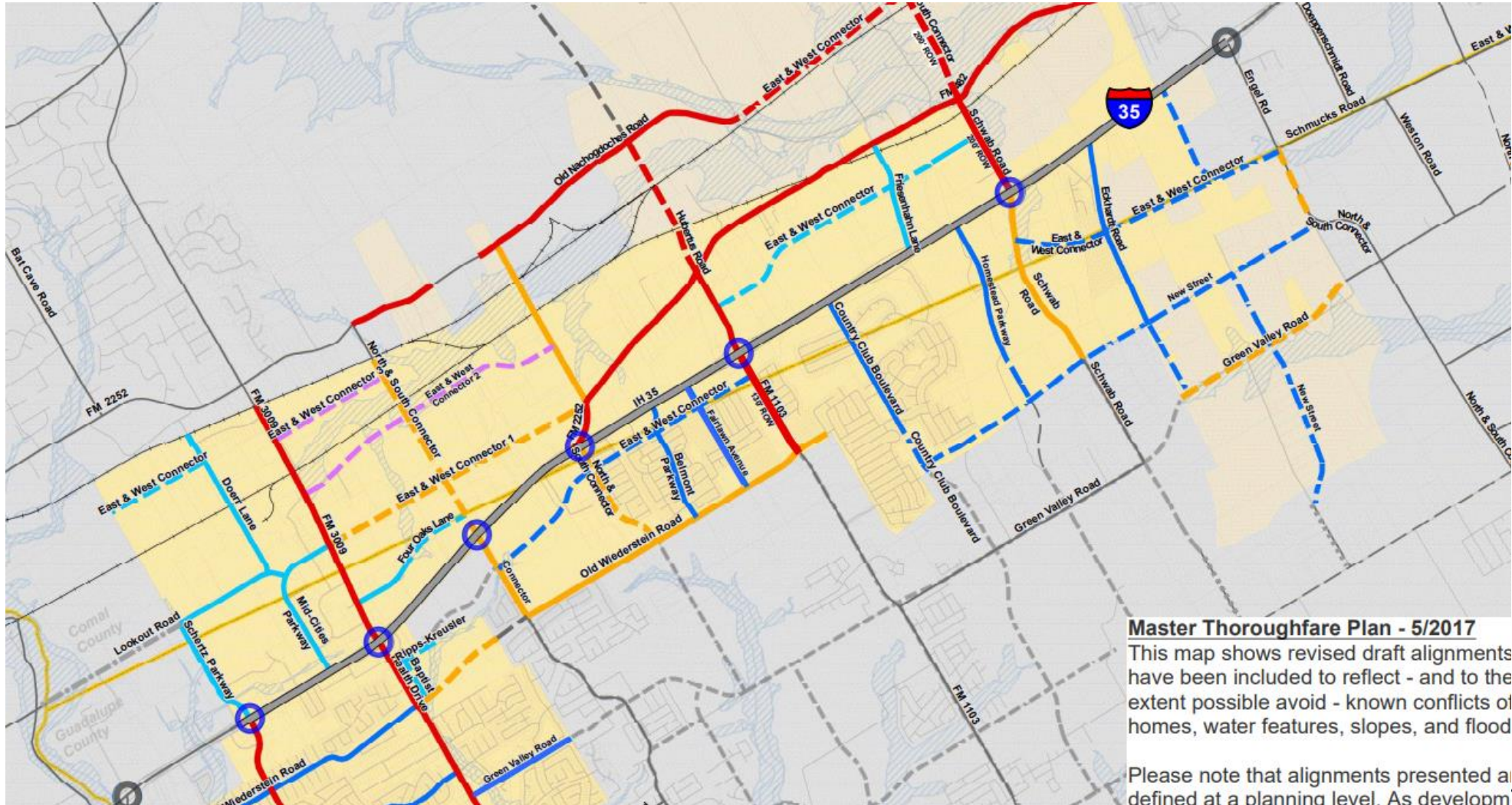
51' 6" feet



1 NORTH
1/8" = 1'-0"



Modify- R-4

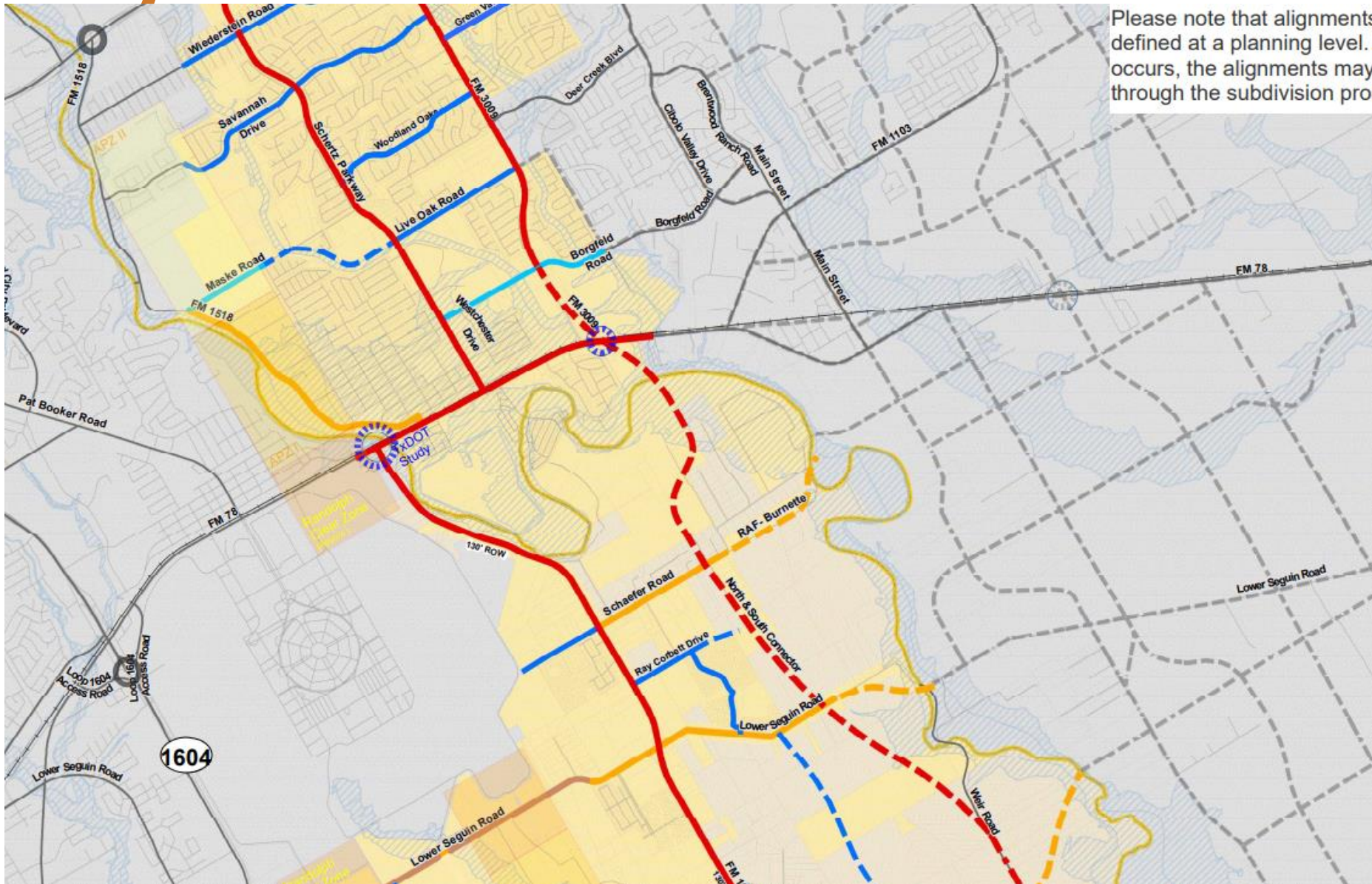


Master Thoroughfare Plan - 5/2017

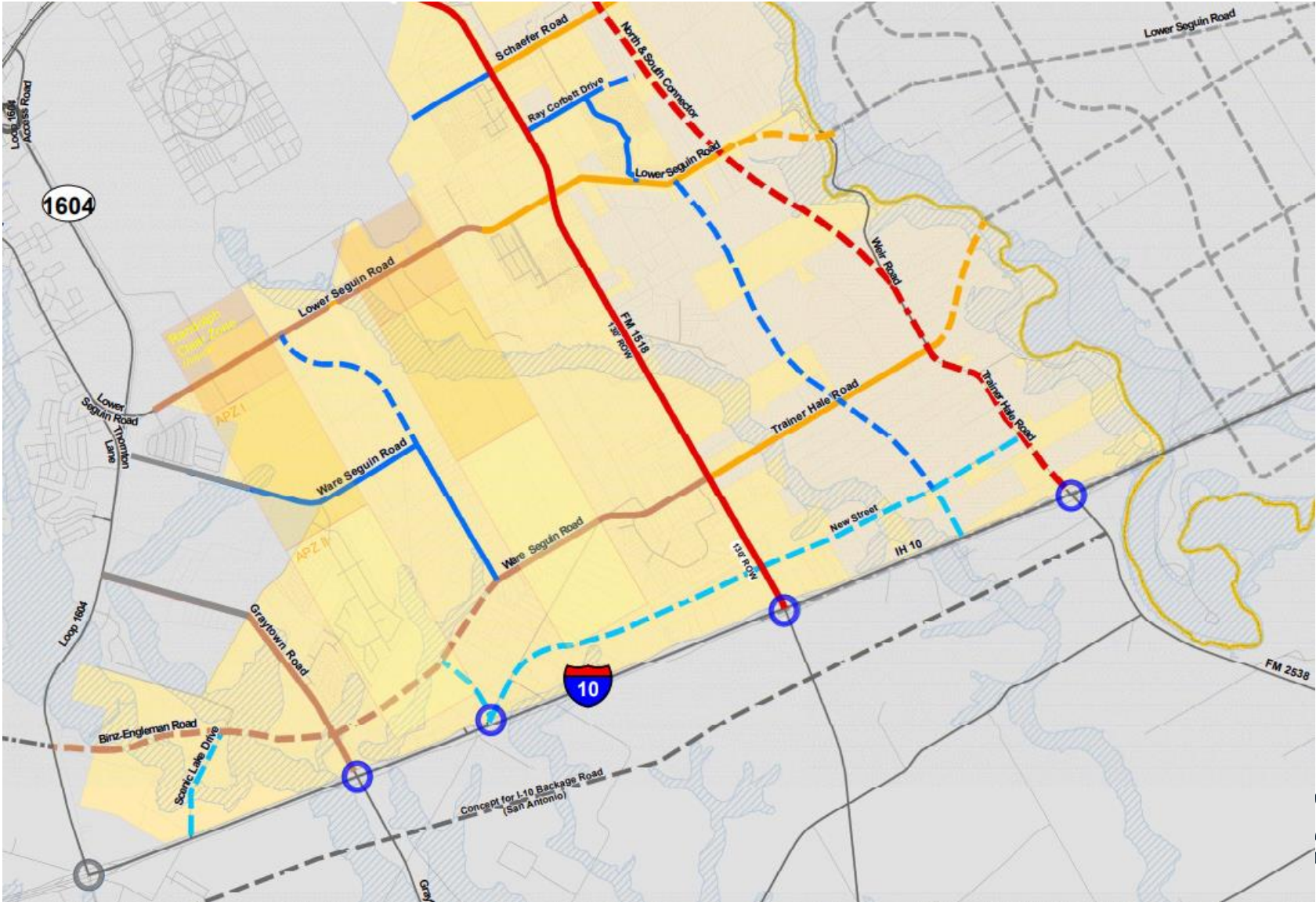
This map shows revised draft alignments have been included to reflect - and to the extent possible avoid - known conflicts of homes, water features, slopes, and flood

Please note that alignments presented are defined at a planning level. As development

Modify- R-4



Modify- R-4



Summary

Establish R-5

- Min 1/4 ac lots
- 12 DU/ac
- Under 1 ac bonuses
 - 16 DU/ac
 - SF Site Requirements
 - Less Parking

Modify– R-4

- Min 1 ac lots
- 400 – feet width
- 35 DU/ac
- 50 feet max. height
- No access through SF Neighborhoods
- Must be adjacent to arterial street

Criteria for Approval 21.4.7.D

1. The proposed amendment promotes the health, safety, or general welfare of the City and the safe, orderly, efficient and healthful development of the City
 - The UDC functions better when we provide adequate zoning district options for applicants.
 - Balance the demand for housing while attempting to alleviate the friction between established neighborhoods and incoming developments.

Criteria for Approval 21.4.7.D

2. An amendment to the text is consistent with other policies of this UDC and the City.

- With the approval of Schertz Gateway PDD and Schertz Station PDD, these amendments are attempting to codify in the UDC recently adopted policy.
- Strategic Plan's Policy Values – High Quality of Life
 - High Quality of Life is “a well-planned community that creates convenient living”
 - High Quality of Life is not "**limited options** for work, **live**, and play“
- These amendments are consistent with other policies in the city.

Criteria for Approval 21.4.7.D

3. Any proposed amendment is consistent with the goals and objectives of this UDC and the City;
 - UDC strives to "prevent the overcrowding of land and avoid undue concentration or diffusion of population"
 - SF Neighborhoods vs. High-Density Apartments
 - UDC goal "to minimize the conflicts among the uses of land and buildings"
 - Providing an in-between housing option and revising R-4 (i.e. more selective with placement) will help.
 - The Strategic Plan stated goals for the Operational Values of the city.
 - Be Innovative – Innovative is "finding a better way to do things" and "being creative".
 - Be Proactive – "Proactive means initiating change by anticipating future situations in order to make things happen".
 - These amendments are consistent with the UDC and City goals and objectives.

Criteria for Approval 21.4.7.D

4. Other criteria 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.

- August 6, 2024, City Council Workshop.
 - Council received the proposal positively and directed Staff to move forward with the amendment process.
- No special consideration from the Planning and Zoning Commission
- This public hearing provides the opportunity for the Planning and Zoning Commission to determine this.

COMMENTS AND QUESTIONS

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: Planning & Community Development
Subject: Workshop regarding Planned Development Districts (PDDs)
(B.James/L.Wood/E.Delgado)

BACKGROUND

Based on discussions at City Council, this will be a workshop regarding Planned Development Districts (PDDs) including information from the Unified Development Code, discussion on existing PDD's within Schertz, and a discussion on how Planned Development Districts should be utilized moving forward. That being said, the core issue may be less about the particulars of how PDDs are utilized and more about how the City evaluates rezoning proposals in light of the vision we have for our City in the future. As part of the recent conversations during the development of the Strategic Plan somewhat different visions and philosophies emerged. These different visions and philosophies can be seen in comments made at public hearings during zoning cases. Some comments emphasize the desire for the City to develop quickly while other comments emphasize sacrificing the rate of development for development that is more in line with community desires and goals, even if this means not approving a particular zoning case.

It is not uncommon for cities to have different approaches in considering zoning cases, with some being more apt to approve a rezoning request if it does not create significant problems, while other cities evaluate the degree to which a proposed request improves the situation - not only for the larger city in the long term but also the immediate area in the near future.

Often it comes down to whether to deny a rezoning request because it is not the right project in the right place, meaning at a different location the project would be viewed positively, but the location the developer has chosen causes it to not be.

A comment often mentioned at Council is that property owners have a right to develop their property. Under State Law, property owners have a right to develop their property as allowed under the current zoning. They don't have a right to develop their property however they wish - unless Council chooses to approve a rezoning to a zoning district allowing that use.

At the end of the day it is really about where we choose to set the bar in considering rezoning requests and establishing development standards and to what degree we are willing to say no to requests that don't fit that vision.

Attachments

City Council Presentation Slides

An aerial photograph of a suburban neighborhood during the golden hour of sunset. The houses are densely packed, and a prominent water tower stands in the center. The sky is a warm, orange glow, and the overall scene is bathed in a soft, golden light. A blue vertical bar is visible on the left side of the image.

Planned Development District (PDD) Workshop

Emily Delagdo | Planning Manager

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

The Purpose of a PDD

- A Planned Development District (PDD) is created to promote and encourage innovative development that is sensitive to the surrounding land uses.
- If this necessitates varying from available zoning districts, the proposed development should demonstrate community benefits.
- Should not be used to deviate from the provisions of the UDC that contradict its intent.

The Standards of PDD Development

- Minimum Planned Development District Sizes
 - Single Family Residential (2 acres)
 - Multifamily Residential (2 acres)
 - Nonresidential (2 acres)
 - Mixed Residential and Nonresidential (5 acres)

The Standards of PDD Development

21.5.10.D.1: Development Standard are set forth in an ordinance granting the PDD and may include but shall not be limited to:

- Uses
- Density
- Lot area, width, and depth
- Yard depth and widths
- Building height, elevations, and floor area ratio
- Parking and access, Screening and Landscaping
- Accessory Buildings
- Signs, Lighting, and management associations
- Other requirements as the City Council may deem appropriate

What is in the ordinance / "Design Standards"

- A list of all the requested variances from the standard requirements typically in the form of a narrative.
- The particular districts and uses must be stated.
- Statement of purpose and the intent of the PDD.
 - A list of variances in each district(s)
 - Statement citing the reason for the PDD request.
- A PDD shall conform to the UDC unless specifically exempted in the granting ordinance.

PDD Criteria for Approval

Criteria for Approval: The Planning and Zoning Commission, in making its recommendation, and the City Council, in considering final action on a PDD, should consider the following criteria:

1. Whether the proposed PDD implements the policies of the adopted Comprehensive Land Plan;
2. Whether the proposed PDD promotes the health, safety, or general welfare of the City and the safe, orderly, efficient and healthful development of the City;
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;

PDD 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;
5. The extent to which the proposed PDD will result in a superior development than could be achieved through conventional zoning;
6. Whether all of the applicant's back taxed owed to the City have been paid in full (no application will receive final approval until all back taxes are paid in full); and,
7. Whether other criteria are met which, at the discretion of the Planning and Zoning Commission and City Council, are deemed relevant and important in the consideration of the amendment.

PDD Amendments

- Minor amendments can be made to the Conceptual Plan without the necessity of amending the ordinance.
 - Minor amendments include:
 - Correction in spelling, distances, and labeling.
 - Changes in the building position or layout.
 - Changes in the proposed property lines.
 - Changes in parking layout.
- If the proposed amendments change or impact the nature or purposes of the approved PDD, the request may be denied.

Residential PDDs

- Ordinance No. 09-S-06 amended the UDC and created the Planned Development District section. Prior to this ordinance the UDC had the Planned Unit Development (PUD) zoning district.
- Ordinance No. 10-S-29 adopted September 28, 2010 stipulated that no applications for zone changes to R-6 (60' x 120') or R-7 (60' x 110') could be accepted, considered, or approved by the City... *Keep in mind that this Ordinance is no longer in effect, and R-6 and R-7 can now be requested in limited acreage.*
- After the adoption of this ordinance, PDDs became more prevalent, if someone wanted to submit a zoning for lots smaller than R-2 (70' x 120') then a Planned Development District was the alternative.
- The PDD process would allow developers to submit for a zone change with modifications to the lot width and depth and would create a project with varying lot dimensions, some smaller and some larger lots.

Residential PDD Examples

- Residential PDD:
 - Crossvine (Ord No. 12-S-01, 12-S-16, 14-S-08, 17-S-01, 21-S-08, 21-S-22, 21-S-51)
 - Lot Size, Screening, Commercial Requirements, fencing, landscaping
 - Parklands and Parklands II (Ord. No. 13-S-36 and Ord. No. 19-S-20)
 - Signs, Lot Size, Exterior Building Material, landscaping, Fencing and Screening
 - Saddlebrook (Ord. No. 21-S-06)
 - Lot Size, Sign Sizes, Impervious Coverage
 - Heritage Oaks (Ord. No. 21-S-15)
 - Lot Size, Coving Plan, Block Length, Landscaping, Tree Preservation and Mitigation, Alleys, Driveways
 - Carmel Ranch (Ord. No. 21-S-14)
 - Lot Size, Impervious Coverage, Signs

Carmel Ranch



LEGEND

- PROPOSED 55'x125' LOT
- PROPOSED 60'x120' LOT
- PROPOSED 70'x120' LOT
- 15' STREET DEDICATION
- LANDSCAPE BUFFER/TRAIL TRACT
- DRAINAGE, DETENTION AND RETENTION AREA
- LOCAL A STREET
- COLLECTOR STREET
- PROPOSED TRAIL
- PROPOSED CURB "LOCAL A"
- PROPOSED CURB "COLLECTOR"
- PROPOSED STREET CENTERLINE



70' X 120'
TYPICAL LOT LAYOUT
NOT TO SCALE



60' X 120'
TYPICAL LOT LAYOUT
NOT TO SCALE



55' X 125'
TYPICAL LOT LAYOUT
NOT TO SCALE

LOT SIZE	QUANTITY
70'x120'	16
60'x120'	49
55'x125'	63
TOTAL	128

AVERAGE LOT AREA 7,190 S.F.

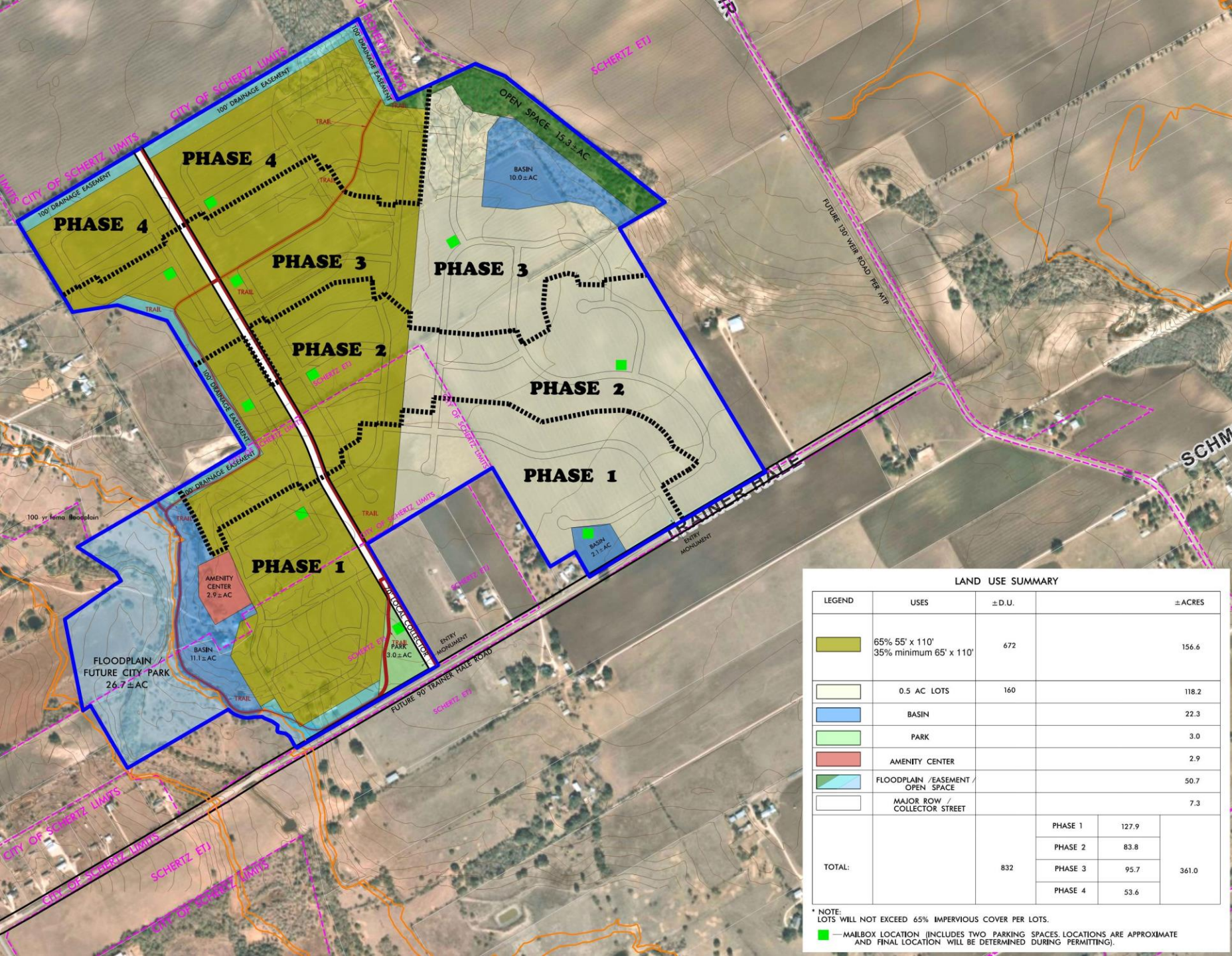
CARMEL RANCH SUBDIVISION
OVERALL LAND PLAN
OPTION 1

SHEET
EX1

MIR
Moy Tarin Ramirez Engineers, LLC
12770 CAMARON PATH, SUITE 100
SAN ANTONIO, TEXAS 78249
TEL: (210) 698-5001
FAX: (210) 698-5085

NO.	DATE	DESCRIPTION	BY

Sterling Grove



LAND USE SUMMARY					
LEGEND	USES	± D.U.	± ACRES		
	65% 55' x 110' 35% minimum 65' x 110'	672	156.6		
	0.5 AC LOTS	160	118.2		
	BASIN		22.3		
	PARK		3.0		
	AMENITY CENTER		2.9		
	FLOODPLAIN / EASEMENT / OPEN SPACE		50.7		
	MAJOR ROW / COLLECTOR STREET		7.3		
TOTAL:		832	PHASE 1	127.9	361.0
			PHASE 2	83.8	
			PHASE 3	95.7	
			PHASE 4	53.6	

* NOTE:
 LOTS WILL NOT EXCEED 65% IMPERVIOUS COVER PER LOTS.
 MAILBOX LOCATION (INCLUDES TWO PARKING SPACES. LOCATIONS ARE APPROXIMATE AND FINAL LOCATION WILL BE DETERMINED DURING PERMITTING).

Residential PDD Trends

- In the majority of the Residential PDD's the City has been receiving, the developers are requesting variances or deviations from the UDC in order to gain approval for smaller lots, reduced setbacks, increased signage. In other words, requesting a PDD in order to get more house on the lot and modify the code to meet their desires / goals.
- Most residential PDDs are being used in order to benefit the developer, deviate standards, and not necessarily benefit the City which is the intended goal of a PDD.
- There are some residential PDDs within the City that are unique and different.

Residential PDDs- What are the City's Goals / Desires

- Based on the P&Z and City Council Subcommittee recommendation, Ordinance No. 23-S-07 was adopted March 4, 2023 which eliminated the prohibition on zone changes to R-6 (60' x 120') or R-7 (60' x 110')
- R-6 can now be requested for a 30-acre maximum sized tract and R-7 can now be requested for a 40-acre maximum sized tract
- Since PDDs have mainly been utilized to deviate from the UDC lot size requirements, with the R-6 and R-7 zoning districts now available are PDDs for residential developments still necessary or desired?

Residential PDDs- What are the City's Goals / Desires

- Policy Question: If we as the City are okay with deviating standards in a PDD, then should the UDC be amended to change the standards for everyone?
- Since several PDDs have been approved with increased signage for residential subdivisions should the UDC be amended?
- Several PDDs (Carmel Ranch, Saddlebrook, Heritage Oaks- all approved in 2021) have been approved with smaller lot sizes such as 55' x 125' or 50' x 120'.
 - If smaller lot sizes in the 50' – 55' width range is acceptable, then should a zoning district be created in the UDC to accommodate the smaller lot width?
 - Or is the City's desire to still have the minimum lot width available through straight zoning be 60'?

Commercial PDDs

- PDDs are not only for residential developments. Although the City typically receives more requests for residential PDDs the City does have commercial PDDs and for mixed use developments as well.
- Like residential PDDs, commercial PDDs are to be used for unique and innovative developments.

Commercial and Mixed Use PDD Examples

- Commercial PDD:
 - Verde Enterprise Business Park (Ord. No. 07-S-14A)
 - Signs, utilizes the 1996 UDC
 - IDV (Ord. No. 21-S-36)
 - Additional permitted uses, Outdoor Storage requirements, Landscaping Requirements (Increased tree DBH)
 - Wiederstein Ranch/ EVO (Ord. No. 18-S-37)
 - Signs & Building Material
 - Garden Ridge Commercial (Ord. No. 19-S-27)
 - Additional permitted uses, landscaping
- Mixed Commercial / Residential and Multi-Family:
 - FM 1518 Apartments (Ord. No. 22-S-41)
 - Parking ratio, screening and fencing, Wheel stops, size of parking spaces, signage
 - Schertz Station (Ord. No. 22-S-44)
 - Landscaping, architectural articulations, mixed use, parking ratios

PARKING CALCULATIONS

NUMBER OF APARTMENT UNITS TOTAL = 300
 NUMBER OF PARKING SPACES TOTAL = 516
 NUMBER OF HANDICAP SPACES = 26
 NUMBER OF VAN ACCESSIBLE = 5
 NUMBER OF STANDARD HANDICAP PARKING SPACES = 21
 RATIO OF NUMBER OF UNITS TO PARKING SPACES 1.72



FM 1518 Apartments

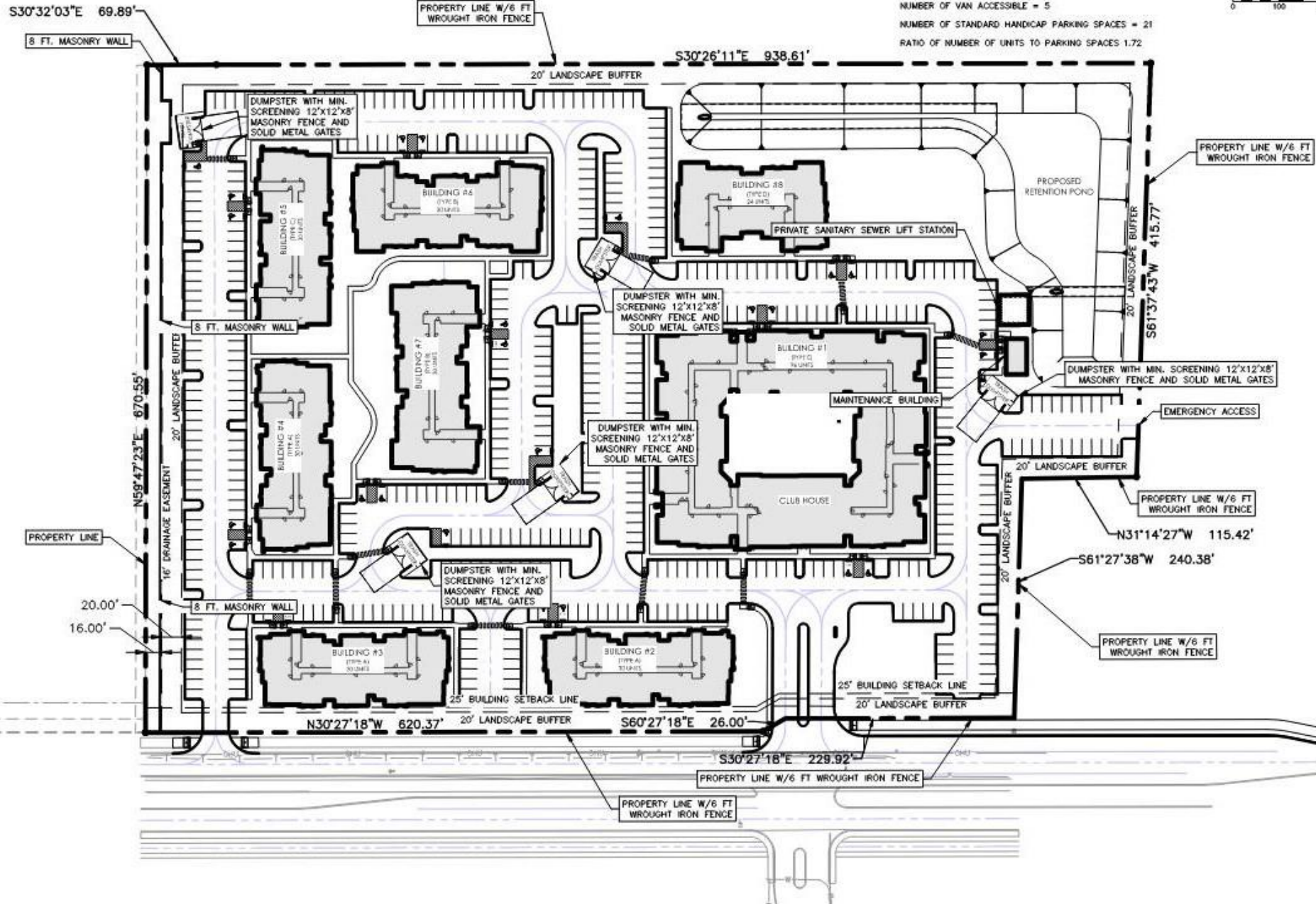


Exhibit A

LEGEND

- PROPOSED LINE
- LOT LINE
- EXISTING ZONING LINE
- PROPOSED ZONING LINE
- 200' SETBACK LINE

PLANIMETER USED ON PORTION OF THE SUBJECT PROPERTY IS BEING MADE OF RECORD. INFORMATION IS BEING PROVIDED FOR YOUR RECORD. DATE: 08/20/2024 11:28 AM

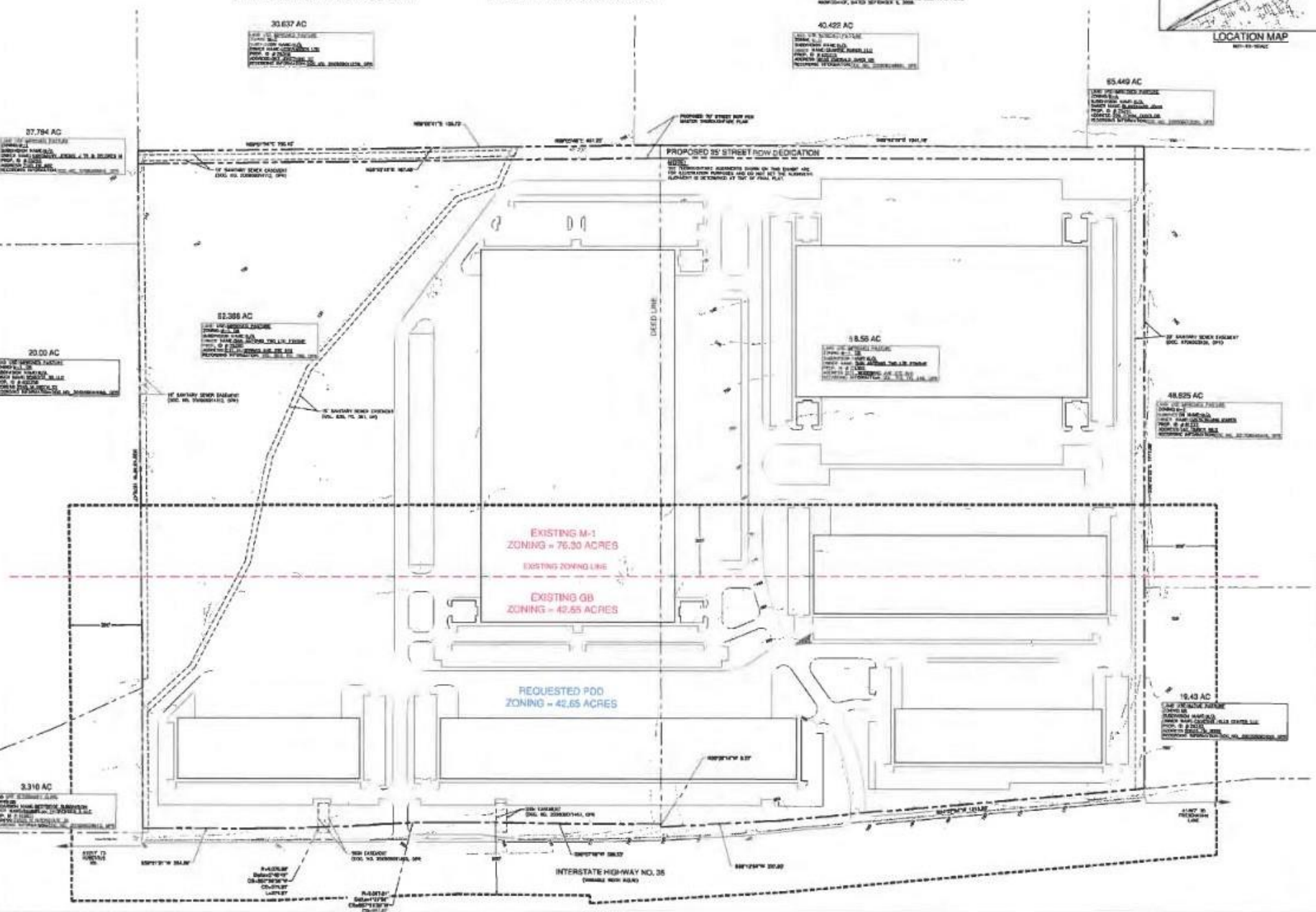
SCALE: 1" = 100'

LOCATION MAP

OWNER:
SAN ANTONIO TWO LTD PTNSHP
2111 WOODWARD AVE STE 910
DETROIT, MI 48201
PHONE: 313-461-6451
EMAIL: gravel51@AOL.COM

SURVEYOR:
ERIC SNELL
PAPE DAWSON, INC.
2000 NORTH-WEST LOOP 410
SAN ANTONIO, TX 78213
PHONE: 210-375-9000
EMAIL: ESNELL@PAPE-DAWSON.COM

APPLICANT:
TIM HARRINGTON
IDV DEVELOPMENT SERVICES, LLC
10375 RICHMOND AVE, STE 1415
HOUSTON, TX 77042
PHONE: 713-412-2621-C
EMAIL: THARRINGTON@IDV.LLC.NET



IDV

Commercial PDD Trends

- In the majority of the Commercial PDD's the developers are requesting variances or deviations from the UDC so that their desired development is allowed. In other words, rather than ensuring their development meets the UDC requirements, they propose a PDD with design standards that will allow them to do what they want.
- Most commercial PDDs include deviations to
 - screening and buffering requirements
 - landscape requirements
 - increased signage
 - allowing additional land uses by right
 - modifications to parking ratios and standard dimensions

Commercial PDDs- What are the City's Goals / Desires

- Policy Question: If we as the City are okay with deviating standards in a PDD, then should the UDC be amended to change the standards for everyone?
- Since several PDDs have been approved with increased signage for commercial developments should the UDC be amended?
- Several commercial PDDs have requested and been granted approval for additional land uses, should the UDC Permitted Use Table be reviewed and modified to allow more land uses by right in each zoning district?

Commercial PDDs- What are the City's Goals / Desires

- Several commercial PDDs have been granted approval for decreased landscaping. Should the UDC be modified to align with approved landscaping based on these PDDs?
- Should the UDC be modified to be in line with the commercial PDDs that have been granted approval, or is the desire for the City to hold firm on the UDC design standards?

PDD UDC Analysis last 3 years

D=Decrease

I=Increase

UDC Section	Hallies Cove	Saddle Brook	Carmel Ranch	Sterling Grove	IDV	FM 1518 Apts.	Schertz Station PDD	Schertz Gateway
Uses		R-1, GH, & GB		SF & .5 ac lots	GB-2		MGB, R-4, and some GB-2	GB, R-4
21.5.7 Dim. & Design	D D	D D D	D D D	D D D		D I	D I	D&I
21.8.9 General Outdoor Stor.					I			
21.9.5 Articulations							D	
21.9.7 Landscaping							D	
21.9.8 Screen & Fence	D					D D	D	D
21.9.9 Tree					I			I I
21.10.3 Parking						D D	D D D	D
21.11.11 Signs	D	D	D	D		D		
21.14.1 Streets	D&I	D&I	I				I	
21.14.3 Add'tl Design	I		I		D		D D	D&I D

Options / Discussion

- Restrict what Development Standards/ Site Design Standards can be modified (Lot sizes, signs, landscaping, impervious coverage) and make this clear in the UDC
- Clearly identified community benefits / design standards that exceed minimum UDC requirements in order to allow a variance to other UDC requirements
 - Example: Increase landscaping in conjunction with decreased lot width or smaller roads but increased sidewalks / pedestrian amenities
- Burden is on the applicant to provide justification on why the PDD is a superior development that could not have been done with conventional zoning
- Get rid of Planned Development Districts and only utilize straight zoning

COMMENTS AND QUESTIONS

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024

Department: Engineering

Subject: Monthly Update - Major Projects in Progress/CIP (B.James/K.Woodlee)

Attachments

10-15-24 Council Update on In Progress Projects

CITY COUNCIL MEMORANDUM

City Council Meeting: October 15, 2024
Department: City Manager
Subject: Update on Major Projects in Progress

Background

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

Facilities Projects:

1. Demolish/Remove Unoccupied City Buildings Project

Project Description – Demolish unoccupied existing structures

- Project Status: Pending signed contract with Hansco
- Projected Completion: Unknown
- Project Cost: Estimated \$61,000
- Contractor: Hansco

Project Update: RFP was awarded to Hansco. Staff awaiting finalization on the contract before demolition can begin.

2. Fleet Building Parking Lot

Project Description – Pave the open grassy area located at 27 Commercial Place

- Project Status: Site Plan Development and Construction Design
- Projected Completion: To be determined
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: To be determined

Project Update: Unitech Consulting Engineers, Inc., The Site Plan has been submitted for review and comments are pending.

Drainage Projects:

1. FM 78 South Channel Silt Removal

Project Description – Silt removal for the existing FM 78 South Drainage channel to include permitting, easement acquisition and construction.

- Project Status: Easement Acquisition
- Projected Completion: Fall 2024
- Project Cost: Design \$32,100, Drainage Report \$4,600, Construction \$172,587 base bid, \$268,545 alternate in lieu
- Consultant: Unintech Consulting Engineers, Inc.

- Contractor: TBD

Project Update: No change from last update. Unintech continues to work on acquiring necessary easements for the project.

Water and Wastewater Projects:

1. Woman Hollering Creek Wastewater Interceptor Main and Lift Station

Project Description – Design and construction of a sanitary sewer system to collect and convey wastewater to the future CCMA water reclamation plant off Trainer Hale Road in Southern Schertz. The system will consist of approximately 19,000 linear feet of 30” gravity wastewater line running generally along Woman Hollering Creek from the existing Sedona lift station on FM 1518 to a new lift station on IH 10 and approximately 6,000 feet of force main from the lift station to CCMA plant. It will also include an additional 18” gravity line approximately 1,500 feet in length that will first serve the Hallie’s Cove Subdivision. The system is necessary for the new CCMA plant to begin operation and to allow the existing Woman Hollering Lift Station at Sedona to be taken out of service.

- Project Status: Construction
- Projected Completion: Fall 2024
- Project Cost: Engineering/Design \$1,187,594, Land purchases, ROW, legal and advertising \$700,810, Construction \$11,100,000, totaling \$12,988,404
- Design Engineer: Cobb Fendley & Associates, Inc.
- Owner’s Representative: AGCM, Inc.
- Contractor: Thalle Construction Co, Inc.

Project Update: The project is nearing completion. The pump with issues that was noted in last month’s update is being replaced with a new unit by the supplier. An interim pump has been repaired and installed until the new pump arrives. The contractor successfully performed a soft startup test and the next stage of testing (a full, longer test with City personnel, the design team, and all contractors) is scheduled for October 8 (results not available at the time of preparation of this report). If successful, the contractor will move to transfer flow of actual wastewater from the Sedona lift station to the Woman Hollering Lift Station. Staff and the contractor will work closely with CCMA as this will also mark the startup of the CCMA South Water Reclamation Plant.

2. Riata Lift Station Relocation (Design Phase)

Project Description – Relocation of the Riata Lift Station ahead of TxDOT’s IH 35 NEX project to remove it from conflict with the proposed highway improvements. The design phase included identification of a new site for the lift station, design of new lift station and design of the abandonment of the existing lift station. Property and easement acquisitions were required. The new lift station is needed to maintain sewer services.

- Project Status: Begin Construction 4th Quarter of 2024.
- Projected Completion: Spring 2026
- Project Cost: Design & Acquisition of easements and existing lift station \$478,000; Construction: \$2,545,375 (low bid)
- Consultant: Utility Engineering Group, PLLC
- Contractor: Keystone Construction (Pending Council Approval)
- Project Update: Contract documents have been executed and a pre-construction meeting is scheduled for October 10th. Material submittals are being reviewed by UEG.



3. FM 1518 Utility Relocations

Project Description – Relocation of water and sewer utilities to avoid conflicts as part of the TxDOT FM 1518 Improvement Project.

- Project Status: Construction
- Projected Completion: The City's utility relocation portion of the project is expected to be completed in the summer of 2025.
- Project Cost: Design NTE \$980,000, Construction Joint Bid \$8,986,837/Aztec 16" Line \$884,270
- Consultant: Halff Associates
- Contractor: SER Construction Partners (TxDOT's General Contractor)/Qro Mex Construction (Aztec 16" Line)

Project Update: SER continues the installation of water and sewer as part of the joint bid work. The new water lines from Ware Seguin Road south to IH 10 have been tested and placed into service. The old lines in this area are now being scheduled to be removed. SER continues to work on the water lines just south of the Crossvine development and will be the next to test and place into service. Qro Mex has been working to install the 16" water line near FM 78. City staff have been working to secure an access easement from a landowner between Aztec Ln and the creek to allow Qro Mex easier access to the site in this location.

4. Corbett Ground Storage Tank

Project Description – Construction of a new 3-million-gallon Ground Storage Tank (GST). The GST will be used to fill the existing Corbett Elevated Storage Tank and provide additional water storage capacity. This new GST will receive water directly from the Schertz Seguin Local Government Corporation.

- Project Status: Construction Phase
- Projected Completion: May 2025
- Project Cost: Design \$466,265, Construction \$7,360,054
- Consultant: Unintech Consulting Engineers
- Contractor: Pesado Construction Co.

Project Update: Pesado has completed the conduit installation under the electrical building. They will continue with duct banks throughout the site to be able to reach the proposed pumps. A site visit with

Pesado, Unintech, and City staff on October 4th looked at and agreed to the installation of the hot boxes at the East Live Oak and Morning Drive sites to better insulate the control valves. The EPA sent an email with attachment on October 2nd which awards the City with the \$3.5 million grant to be used for the project

5. Water Loop Lines

Project Description – Install 12” water main lines to provide a looped distribution system from Ware Seguin to Lower Seguin and Pfeil Road to N Graytown Road.

- Project Status: Design
- Projected Completion: Spring 2025
- Project Cost: Design NTE \$200,000, Construction \$4,400,000

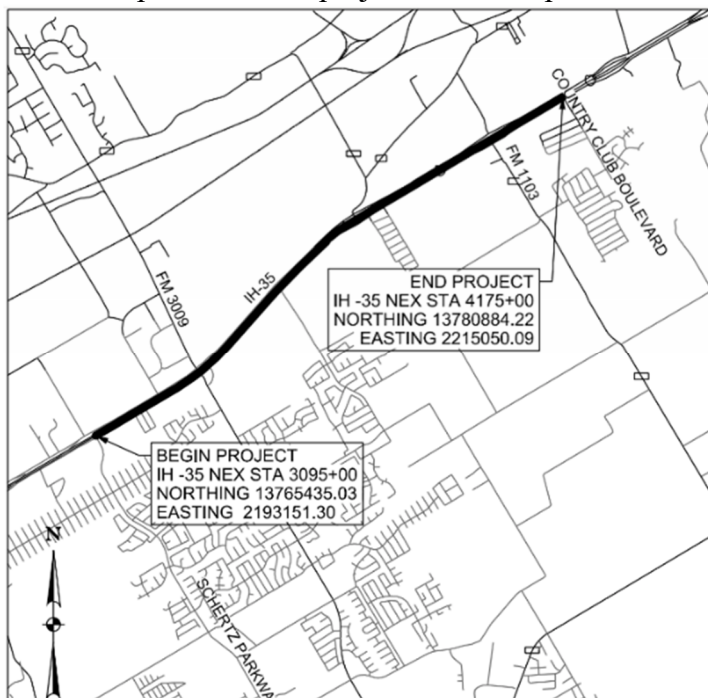
Project Update: Unintech continues to work on acquiring necessary easements for the project. They have provided appraisals for the properties and will be reviewed by staff. Unintech is completing the metes and bounds for the easement and will begin making offers to the landowners.

6. IH 35 NEX-North Utility Relocations

Project Description – Relocation of water and sewer utilities to avoid conflicts as part of the TxDOT IH 35 NEX project.

- Project Status: Design
- Projected Completion: Joint Bid Construction is planned for End of 2026
- Project Cost: Design & Easement Acquisition Services - \$1,250,000
- Consultant: Halff Associates

Project Update: Halff is nearly complete with the design portion of the project and continues to work acquiring the necessary easements for the project. TXDOT has requested the work within easements be done by a non-joint bid contractor. Staff is working with Halff to complete the contract documents and move this portion of the project to the bid phase.



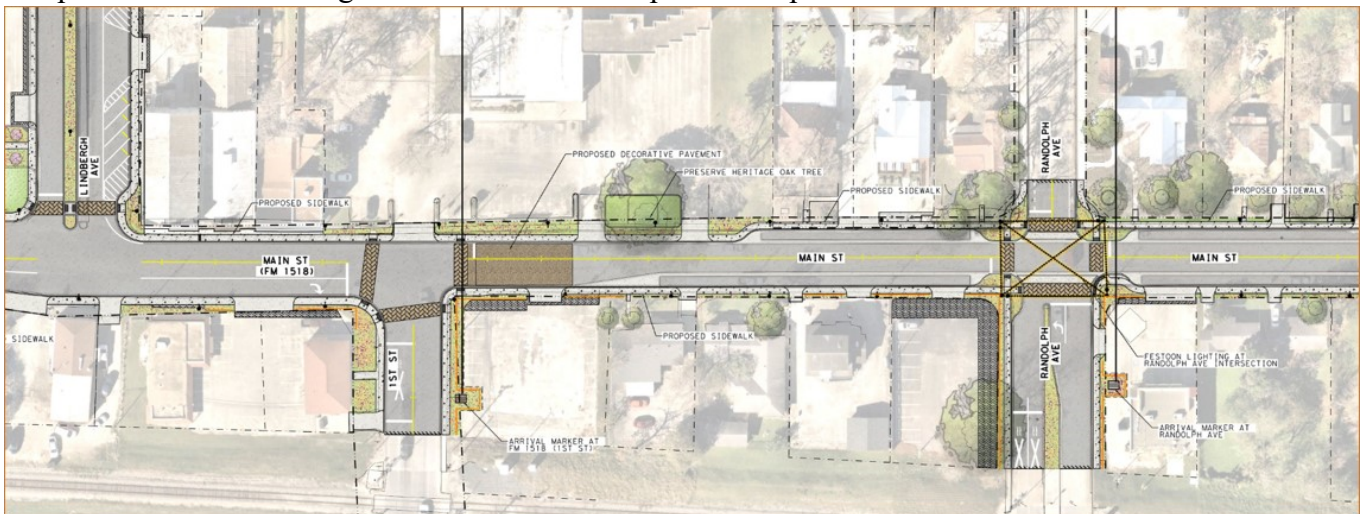
Street Projects:

1. Main Street Improvements Project

Project Description – The project will improve sidewalks, provide street lighting, way-finding signage, landscaping, utility relocations, and architectural elements such as decorative concrete, decorative lighting, screening, and area signage. This project will also replace aging water and sanitary sewer mains and reconstruct the street with a new, stronger pavement section. Additionally, Lindbergh between Main and Exchange will be reconstructed.

- Project Status: Design
- Projected Completion: Fall 2026
- Project Cost: Design NTE \$2,173,905, Construction \$24,600,000
- Consultant: Kimley- Horn Associates

Project Update: GVEC provided their preliminary plans to our consultant. Our consultant is reviewing the plans to identify and address any conflicts with our planned water and sewer line replacements. GVEC is also reviewing their preliminary plans and is expected to confirm to us in the near future whether they anticipate any alignment changes to their preliminary plans. Once we have this confirmation, we can proceed with finalizing the water and sewer replacement plans.



2. Lookout Road Reconstruction

Project Description – The project involves reconstruction of Lookout Road from Schertz Parkway to Doerr Lane. A traffic signal at the Lookout Road/Schertz Parkway intersection will also be installed. The project also includes the replacement and upsizing the existing sanitary sewer main in Lookout Road from Doerr Lane to Schertz Parkway.

- Project Status: Design
- Projected Completion: Fall 2024
- Project Cost: Design \$571,000 (\$20,000 from Selma), Construction estimate \$6,738,092 (\$100,000 from Selma)
- Design Consultant: Halff Associates

Project Update: We're still waiting on confirmation from CPS that the right-of-way adjustments we made to our plans are acceptable to them. We're also waiting on a relocation schedule from CPS. Once we have this information, we can finalize our right-of-way plans and Staff will begin acquiring the needed right-of-way. Once we have the CPS relocation schedule, we can establish the bidding and anticipated construction schedule for the project.

3. Lower Seguin Road Reconstruction

Project Description – The project includes the development of a preliminary design and secure environmental clearance for a 2.9-mile segment of Lower Seguin Road to widen and improve the street to the section identified in the Master Thoroughfare Plan. The results of this project will be used to acquire needed right-of-way; develop final construction plans; and secure federal funding to assist with construction costs.

- Project Status: Design
- Projected Completion: Fall 2024
- Project Cost: Preliminary Design \$985,000
- Consultant: Halff & Associates

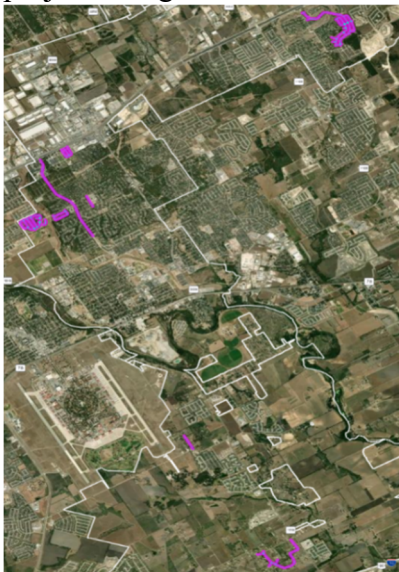
Project Update: Staff and our consultant will be meeting with the head of the DCIP program to discuss the project and confirm the requirements of the program this month. Staff and our consultant will also be meeting with the Randolph representatives to give them an update on the project status and steps going forward. Previously, the base representatives indicated they will facilitate a meeting with Bexar County to see if some funding can be secured from their program to support the military missions in Bexar County to help pay for construction of the project. We anticipate this meeting being held in the near future. Staff also expect to have a Task Order ready for Council Approval to complete the project design in November.

4. 2024 SPAM Resurfacing and Rehabilitation

Project Description – The project includes the performance of prep work (base repairs, crack sealing, level up, etc.) and application of a slurry seal to the surface of various streets in the City. Work on other streets includes removal of existing asphalt surface; cement stabilization of base material; and application of a new layer of asphalt on street surface for other various City streets. PCI data was used to select the streets in the project.

- Project Status: Design
- Projected Completion: Fall 2024
- Project Cost: \$3,220,000 (estimated total)
- Design Consultant: Kimley-Horn Associates

Project Update: The resurfacing project has been bid and the bid received analyzed. Council award of the construction contract is expected to occur this month. The anticipated contractor for the project has indicated that he wants to get started on the project quickly after the contract is awarded. The resurfacing project will go out for bid this month.



5. Buffalo Valley South Resurfacing and Rehabilitation and Utility Replacements

Project Description – Water and sanitary sewer main replacements and street rehabilitation of Buffalo Valley South, specifically Mill Street, 1st St, 2nd St, Bowman St, Lee St, Church St, Zuehl St, and Wuest. PCI data was used to select the streets in the project. Project will be funded with a combination of SPAM funding (for the street rehabilitation) and ARP funding for the utility replacement.

- Project Status: Design
- Projected Completion: Design Summer 2024; Construction Fall 2025
- Project Cost: \$5,978,268 (estimated total)
- Design Consultant: Unintech Consulting Engineering

Project Update: Plan comments have been provided to the consultant. The consultant is now working on the final plans and bid package for the project. Staff expects to have the project bid in the near future and a construction contract award recommendation to Council for approval before the end of the year.



Parks & Recreation Projects:

1. Parks, Recreation, Open Space, and Trails Master Plan (PROST)

Project Description – As a continuation of the Comprehensive Plan, staff and consultants are embarking on a planning process to create a 10-year vision for the parks & recreation system. The process includes inventory and analysis of the current system, public input via stakeholder meetings and social pinpoint feedback site, Parks & Recreation Advisory Board meetings check-ins, and a statistically valid survey.

- Project Status: Inventory stage
- Projected Completion: October 2024
- Project Cost: \$85,000 (NTE)
- Contractor: Freese & Nichols

Project Update: The draft plan was presented to the Parks & Recreation Advisory Board at their September 23 meeting and the Board gave input on prioritizing the plan goals. The final plan will be presented for approval at a special-called meeting on October 21. The final plan will then be presented for approval to City Council at the November 12 meeting.

2. Schertz Soccer Complex Irrigation Water Storage Project

Project Description – Upgrading electrical components, upsizing well pump and piping, and adding storage capacity for irrigation of the Schertz Soccer Complex.

- Project Status: Bidding Phase III
- Projected Completion: Fall 2024
- Project Cost: \$107,036.90
- Consultant: Unintech Engineering
- Contractor: TBD

Project Update: City staff received bids to drill the new well and are preparing the contract for award. Once the new well is drilled, the old well will be capped and city staff will continue the work of acquiring storage tanks and preparing the concrete pads for the tanks.

3. Schertz Soccer Complex Lighting Project

Project Description – Adding lights and accompanying infrastructure to Fields 3-12. Replacing metal halide lighting on Fields 1 and 2 with upgraded LED lighting for energy efficiency and color consistency.

- Project Status: Pre-Construction and Permitting
- Projected Completion: Spring 2025
- Project Cost: \$1,843,000 (estimated total)
- Contractor: Musco Lighting w/subcontractor master's Electrical

Project Update: City staff held a preconstruction meeting with Musco Lighting and set a tentative schedule for construction to begin in November and be completed by February 2025.

TxDOT Roadway Projects:

Note: If links do not work, please contact engineering@schertz.com

- 1. FM 1103 Improvement Project:** Construction officially began in November 2022 and was originally expected to be complete in fall 2026. Minor progress is being made on the roadway while utility relocation continues. General project updates are available by signing up at this link: [FM 1103 Construction Newsletter](#)
- 2. FM 1518 Improvement Project:** SER Construction, LLC, formally began construction on April 9, 2024. The contractor has leased property owned by the City on Schaefer Road to stage construction activities. The first few months of the project will be mainly underground utility construction and will mostly take place outside travel lanes. While there may be some delays, major traffic disruptions should not be experienced much during this phase of the project. The project is currently anticipated to be completed in 2028. Updates regarding the FM 1518 project are available by visiting and subscribing at the following link: [FM 1518 Expansion](#)
- 3. IH-35 NEX (I-410 South to FM 1103):** The central segment of the I-35 Northeast Expansion project continues with Alamo NEX Construction handling the design-build project. The central section runs from 410 N to FM 3009. Utility coordination work for the northern segment of the project is underway. TxDOT consultants have met with Public Works and Engineering Staff to begin establishing relocation needs. The City will be reimbursed for the costs of all relocations needed except for any upsizing or improvements above current conditions. Updates about the project can be obtained by signing up at the following link: [I 35 NEX Project Updates](#)

4. **IH-10 Graytown Road to Guadalupe County Line: Work** for the widening of the main lanes and utility relocations continues. Work on the FM 1518 bridge over IH 10 continues and will involve numerous episodes of the rerouting of traffic including shifting lanes and detours as necessary. Updates regarding the IH 10 project are available by signing up at the following link: [IH 10 Expansion Information](#)

Studies and Plans:

1. **Water and Wastewater Master Plan Update and Impact Fee Study**

Project Description – Collect, review data from the City and provide updated data for the Land Use Plan, Water and Wastewater System Model, Master Plan, CIP, Water/Wastewater Impact Fees, and Flow monitoring.

- Project Status: Study
- Projected Completion: Spring 2025
- Project Cost: \$500,000
- Consultant: Lockwood, Andrews & Newnam
- Project Update: Final calculations including a financial analysis to determine the discount needed to be added to the calculated maximum impact fee rates were somewhat delayed but are currently underway. Statutorily required meetings and hearings regarding the adoption of updated impact fees were scheduled to begin with a Capital Improvements Advisory Committee (CIAC) meeting in September but have been pushed back and are now expected to be scheduled within the next few months. Two meetings are planned with the CIAC to review and recommend adoption of the Land Use Assumptions, Capital Improvement Plan, Land Use Equivalent Counts (growth), and Recommended impact fee rates. After that, City Council will be asked to pass a resolution setting a date for a public hearing of the plans and fees. At the subsequent public hearing, Council will consider adoption of the plans and rates. Because of timing required by Chapter 395, these meetings and the updated impact fee ordinance are planned to wrap up in March 2025.