



**MEETING AGENDA  
City Council  
REGULAR SESSION CITY COUNCIL  
September 2, 2025**

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

**CITY OF SCHERTZ CORE VALUES  
Do the right thing  
Do the best you can  
Treat others the way you want to be treated  
Work cooperatively as a team**

**AGENDA  
TUESDAY, SEPTEMBER 2, 2025 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 Heyward)**

**Proclamations**

**National Preparedness Month - September 2025 (Councilmember Heyward)**

**Employee Introductions**

- Finance: Alaina Ortiz-Accountant
- Fleet: Matthew Chappell-Fleet Superintendent
- Parks & Recreation: Margaret Mikula-Administrative Assistant
- Police: Jesus Reyes-Police Officer
- Public Works Utilities: Edgar Estrada-Water/Wastewater Worker I

**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** – Approval of the minutes from the City Council Meeting on August 19, 2025 (S.Edmondson/S.Courney)
2. **Resolution 25-R-113** - Authorizing an amendment to the Park Improvement Agreement for The Parklands Subdivision and Parklands II Subdivision (B.James/L.Wood/S.Haas)

## Discussion and Action Items

3. **Resolution 25-R-118** - Authorizing an agreement with Blue Cross Blue Shield of Texas for medical insurance for plan year 2026 (S.Gonzalez/J.Kurz)

## Public Hearings

4. **Ordinance 25-S-035** - Conduct a public hearing and consider a request for a Specific Use Permit to allow Mixed-Use Self-Storage in General Business District (GB) on approximately 2.14 acres, located along the IH-35 North access road, approximately 900 feet west of the intersection of IH-35 and Cibolo Valley Drive, more specifically known as a portion of Guadalupe County Property Identification Number 62840, City of Schertz, Guadalupe County, Texas (B.James/L.Wood/W.Willingham)
5. **Ordinance 25-S-036** – Conduct a public hearing and consider a request to rezone approximately 36.2 acres of land from Planned Development District (PDD) to Planned Development District (PDD), generally known as 13011 Lower Seguin Road, at the intersection of Lower Seguin Road and Red Bud Canyon, more specifically known as Bexar County Property Identification Numbers 310011, 1436811, 1437570, 1394925 City of Schertz, Bexar County, Texas (B.James/L.Wood/S.Haas)
6. **Ordinance 25-S-037**– Conduct a public hearing and consider request for a Specific Use Permit to allow a convenience store with gas pumps on approximately 4.2 acres of land, located at the intersection of North Graytown Road & IH 10, known as 11185 IH 10 E, Bexar County Property Identification Number 619232, City of Schertz, Bexar County, Texas (B.James/L.Wood/S.Haas)
7. **PLAPP20250187** - Conduct a public hearing and consider an appeal to a decision by the Planning and Zoning Commission for a waiver in relation to wall signage for the Home Depot on Lot 10 Block 1 of the Schertz Station Subdivision, approximately 18.709 acres of land, located at 18541 Ripss-Kreusler Road, Schertz, Texas, 78154, more specifically known as Guadalupe County Parcel Identification Number 68313 (B.James/L.Wood/S.Haas)
8. **Ordinance 25-T-033** – Conduct a Public Hearing and approve an Ordinance approving the appraisal roll; setting the tax rate; levying and assessing general and special ad valorem taxes for the use and support of the municipal government of the City of Schertz, Texas (S.Gonzalez/J.Walters)
9. **Resolution 25-R-101** - Conduct a public hearing regarding annexation vs. land use regulation related to Resolution 25-R-101 Special Election for properties within a five-mile boundary of JBSA-Randolph (Mayor/B.James/S.Edmondson)

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

10. Monthly Update - Major Projects In Progress/CIP (B.James/K.Woodlee)
11. Updated Purchasing Policy and Vendor Expenditure Report (S.Gonzalez/J.Kurz)

## 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 26TH DAY OF AUGUST 2025 AT 4:30 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 \_\_\_\_\_, 2025.**

**TITLE:** \_\_\_\_\_

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

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

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

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

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

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** September 02, 2025  
**Department:** City Secretary  
**Subject:** National Preparedness Month - September 2025 (Councilmember Heyward)

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**BACKGROUND**

September marks National Preparedness Month, the annual campaign to remind everyone that preparing for emergencies and disasters can keep them, their families and their communities safe.

The resources and information shared during National Preparedness Month and on Ready.gov can be used by anyone at any time to get prepared for whatever may come their way. The Ready Campaign aims to ensure all our friends and neighbors have the tools they need to prepare for disasters and build resilience before disaster strikes.

Talking about bad things that could happen like a disaster or emergency isn't always easy. We may think we're protecting the people we love by avoiding these conversations, but they are important to start taking steps to get ready and stay safe.

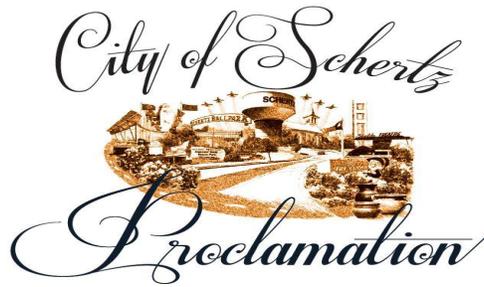
Starting a conversation today can help you and your family to take more actions to prepare. By taking simple steps, you can build your preparedness at your own pace:

- Set aside a time when everyone is calm and relaxed.
- It may help to hold the discussions over a set time period, so decisions aren't rushed, and people feel more comfortable talking about the topic.
- Talk about steps you've taken to prepare and encourage others to ask questions about preparedness actions that might work for them.

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**Attachments**

Proclamation



## **National Preparedness Month Proclamation September 2025**

**WHEREAS**, National Preparedness Month is observed every September to raise awareness about the importance of preparing for disasters that could happen at any time; and

**WHEREAS**, the City of Schertz will continue its preparedness culture whenever possible; and

**WHEREAS**, National Preparedness Month creates an important opportunity for the Schertz community to focus on preparing for any type of emergency including natural and man-made disasters and accidents; and

**WHEREAS**, investing in preparedness can reduce fatalities, prevent physical and economic damage, and aid in accelerated recovery after events in our communities; and

**WHEREAS**, the Schertz Office of Emergency Management encourages all community members to be informed, make a plan, build a kit, and get involved in preparedness activities; and

**WHEREAS**, the 2025 Emergency Preparedness Month theme is **“Start a Conversation”**

Talking about bad things that could happen such as a disaster or emergency isn’t always easy. We may think we are protecting the people we love by avoiding these conversations, but they are important to start taking steps to get ready and stay safe.

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

### **September 2025 as National Preparedness Month**

and encourage all members of the Schertz community to develop their own emergency plans and work together toward creating a more prepared and resilient community.

IN WITNESS WHEREOF, I have  
hereunto set my hand and caused the Seal  
of the City of Schertz to be affixed on this  
September 2, 2025.

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Ralph Gutierrez, Mayor

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** September 02, 2025  
**Department:** City Secretary  
**Subject:** Minutes – Approval of the minutes from the City Council Meeting on August 19, 2025 (S.Edmondson/S.Courney)

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**Attachments**

08-19-2025 Draft minutes

# DRAFT

## MINUTES REGULAR MEETING August 19, 2025

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on August 19, 2025, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Mayor Pro Tem Tim Brown; Councilmember Mark Davis; Councilmember Michelle Watson; Councilmember Paul Macaluso; Councilmember Ben Guerrero; Councilmember Robert Westbrook; Councilmember Allison Heyward

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

### **Call to Order**

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

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

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

### **Proclamations**

**National Emergency Management Awareness Month - August 2025**  
(Councilmember Westbrook)

Councilmember Westbrook presented the National Emergency Management Awareness Month proclamation to Mr. Brandon High, Schertz Emergency Management Coordinator.

### **City Events and Announcements**

- Announcements of upcoming City Events (B.James/S.Gonzalez)  
Deputy City Manager Brian James announced upcoming City Events.
- Announcements and recognitions by the City Manager (S.Williams)  
City Manager Steve Williams provided no announcements or recognitions.
- Announcements and recognitions by the Mayor (R.Gutierrez)

Mayor Gutierrez provided no announcements or recognitions.

## Hearing of Residents

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

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Mayor Pro Tem Tim Brown recognized the following residents:

- **Dee Santa Cruz**, provided information supporting GRAYSA's oversight of the Schertz Soccer Complex.
- **Robert Sheridan**, 1024 Keanna Pl, provided information supporting GRAYSA's oversight of the Schertz Soccer Complex.
- **Henry Fahnert**, spoke on behalf of the Schertz Police Association, supporting a moderate tax increase to allow ECI increases for city staff noting the benefits provided by competitive pay rates.
- **Richard Kunz**, 2960 Red Tip, encouraged Council to consider a tax rate increase and supported ECI increases for city staff.
- **Robert Fishback**, 140 Dew Fall Trail, Cibolo, provided background information related to his previous employment at the Senior Center under the YMCA, and asked to be considered for appointment to Director when the city resumes control of the center.
- **Bob Jameson**, 4504 Brush Creek, provided Council with issues he is enduring due to the development occurring behind his home, which he stated has been reported to city staff and told nothing can be done.
- **Karen Jameson**, 4504 Brush Creek, explained the impact the development behind her home is having on her daily life - noise, dust, house shaking, etc.

## Presentations

Workshop on the Schertz Historical Preservation Committee's Heritage Neighborhood street sign project (S.Williams/B.James/M.Titterington)

Mayor Gutierrez recognized Ms. Maggie Titterington, Chair of the Schertz Historical Preservation Committee, who presented renderings of a new style street sign with a topper denoting historic neighborhood. Council expressed appreciation, and thanks for the efforts employed by the Committee. The council's consensus was that the

appearance of the new signs is aligned with the vision of the Main Street Project.

Ms. Titterington also presented longtime SHPC member Rosalyn "Roz" Wise with a certificate for her dedication and hard work since 2017.

## 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** – Approval of the minutes from the City Council/Staff Budget Meeting on August 1, 2025, and City Council Regular Meeting on August 5, 2025 (S.Edmondson/S.Courney)
2. **Resolution 25-R-085** - Authorizing Amendment Number 1 to the EMS Interlocal Agreements with multiple governmental entities for the provision of Emergency Medical Services (S.Williams/J.Mabbitt)
3. **Resolution 25-R-109** - Authorizing a Lease Agreement with Guadalupe County for Lease Use of County Facility (S.Williams/J.Lowery)
4. **Resolution 25-R-104** – Authorizing a Task Order with Unintech Consulting Engineers, Inc. for Preliminary Engineering Services related to the Pickrell Park and FM 1518 Drainage Improvements (B.James/K.Woodlee/E.Schulze)
5. **Resolution 25-R-105** – Authorizing a Task Order with Unintech Consulting Engineers, Inc. for Professional Engineering Design Services related to the Wendy Swan Memorial Park Drainage Improvements (B.James/K.Woodlee/E.Schulze)
6. **Resolution 25-R-107** – Authorizing a Task Order with Unintech Consulting Engineers, Inc. for Professional Engineering Design Services related to the IH 35 Ground Storage Tank and Pump Station Project (B.James/K.Woodlee/E.Schulze)
7. **Resolution 25-R-103** – Authorizing a Wastewater Easement Agreement for the easement along Parcel 5 of the IH 35NEX Sewer Relocation Project (B.James/K.Woodlee/E.Schulze)
8. **Resolution 25-R-108** – Authorizing a Task Order with Unintech Consulting Engineers, Inc. for Professional Engineering Design Services related to the FM 3009 18 inch Transmission Line Replacement Project (B.James/K.Woodlee/E.Schulze)

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

No items were removed.

Mayor Gutierrez asked for a motion to approve Consent Agenda Items #1 - 8.

Moved by Councilmember Allison Heyward, seconded by Councilmember Michelle Watson

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

Passed

## Public Hearings

9. **Resolution 25-R-112-** Conduct a public hearing and consider a resolution accepting a petition for voluntary annexation of approximately 4.7 acres, Bexar County Property Identification Numbers 310108 and 1061511, Bexar County, Texas (B.James/L.Wood/D.Marquez)

Mayor Gutierrez recognized Planning Manager Emily Delgado who introduced Resolution 25-R-112 to accept a petition for voluntary annexation.

Mayor Gutierrez stated this item is on the agenda as a public hearing.

Public Hearing opened at 6:45 p.m.  
No public came forward to speak.  
Public Hearing closed at 6:45 p.m.

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

Mayor Gutierrez asked for a motion to approve Resolution 25-R-112.

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

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

Passed

## Discussion and Action Items

10. **Resolution 25-R-077 -** Authorizing an Agreement for the Rumpf Property for drainage ROW and easement acquisition and reimbursement and to acquire drainage ROW easements from SCUCISD (S.Williams/B.James)

Mayor Gutierrez recognized Deputy City Manager Brian James who introduced

Resolution 25-R-077 authorizing an agreement with the developer for the Rumpf Property for drainage ROW and easement acquisition from SCUCISD. No cost to the city as the developer will reimburse all costs to the city.

Mayor Gutierrez opened the floor to council for discussion.

No discussion occurred.

Mayor Gutierrez asked for a motion to approve Resolution 25-R-077.

Moved by Councilmember Paul Macaluso, seconded by Councilmember Ben Guerrero

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

Passed

- 11. Resolution 25-R-100** - Authorizing a lease agreement with the Guadalupe County Children's Advocacy Center (GCCAC) for an approximately 1.1 acre tract at 1049 Live Oak Road (S.Williams/B.James)

Mayor Gutierrez recognized Deputy City Manager Brian James, who introduced Resolution 25-R-100 authorizing a lease agreement with the Guadalupe County Children's Advocacy Center. The lease is for \$10 for up to 50 years, provided GCCAC pulls a building permit by 2030, and a Certificate of Occupancy (CofO) within two years following.

Mayor Gutierrez opened the floor to Council for discussion.

After brief discussion, a motion to approve Resolution 25-R-100 was made.

Moved by Councilmember Ben Guerrero, seconded by Councilmember Michelle Watson

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

Passed

- 12. Resolution 25-R-111** - Authorizing the cancellation of the Public Facility License Agreement with the Schertz Youth Soccer Alliance (SYSA) and transitioning to city operations of the Schertz Soccer Complex (S.Gonzalez/L.Shrum)

Mayor Gutierrez recognized Parks and Recreation Director Lauren Shrum who introduced Resolution 25-R-111. Ms. Shrum provided background information related to the Schertz Soccer Complex and the Public Facility License Agreement with the

Schertz Youth Soccer Alliance (SYSA). Ms. Shrum recommended cancellation of the SYSA agreement and moving the Schertz Soccer Complex under City operations due to concerns with the administration and maintenance of the fields. The city has invested \$1.8 million in recent repairs and maintenance. She presented a plan for future operations if moved under the city's purview.

Mayor Gutierrez opened the floor to Council for discussion.

After a lengthy and contentious discussion, whereby councilmembers expressed concerns with the city's management of the program and responsibility under the SYSA agreement, Mayor Gutierrez asked for a motion to approve Resolution 25-R-111 dissolving the alliance and transition to city operations.

Moved by Councilmember Paul Macaluso, seconded by Councilmember Allison Heyward

AYE: Councilmember Paul Macaluso, Councilmember Ben Guerrero,  
Councilmember Allison Heyward

NAY: Mayor Pro Tem Tim Brown, Councilmember Mark Davis,  
Councilmember Michelle Watson, Councilmember Robert Westbrook

Failed

- 13. Ordinance 25-M-034** - Amend the City of Schertz Code of Ordinances and certain other ordinances by amending and establishing fees for certain licenses, permits, and other services (S.Gonzalez/J.Walters)

Mayor Gutierrez recognized Finance Director James Walters, who introduced Ordinance 25-M-034 amending and establishing fees for certain licenses, permits, and other services. He provided a listing of the proposed amendments and explained the justification. He then introduced Mr. Dan Jackson, Willdan Financial Services, who provided a presentation on the Water/Wastewater Drainage 5-year rate plan. He highlighted proposed increases, outlining the impact of the amendments on city operations.

Mayor Gutierrez asked questions regarding storm water management programs and projects, specifically Cibolo Creek, and the sharing of costs with neighboring communities, which were addressed by Public Works Director Larry Busch.

After brief Council discussion regarding the impact of the fee at \$8 and the increase over time to \$15, including the effect on the CIP, debt service, maintenance, etc., Mayor Gutierrez asked for a motion to approve Ordinance 25-M-034.

Moved by Councilmember Mark Davis, seconded by Councilmember Michelle Watson

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

Passed

## Public Hearing

14. **Mayor Gutierrez called for a short recess at 8:29 p.m.**  
**Mayor Gutierrez reconvened open session at 8:46 p.m.**

**Ordinance 25-T-032** - Conduct a Public Hearing and Adopt a budget for the FY 2025-26 Annual Budget (S.Williams/S.Gonzalez/J.Walters)

Mayor Gutierrez recognized Finance Director James Walters, who introduced Ordinance 25-T-032 to adopt the FY 2025-26 Annual Budget, beginning October 1, 2025, and ending September 30, 2026. He highlighted each fund and showed the supplemental requests submitted by staff. City Manager Steve Williams provided four budget options related to the tax rate, ECI, merit increases, and streets/sidewalks funds.

Mayor Gutierrez stated this item is on the agenda as a public hearing.

Public Hearing opened at 8:57 p.m.

The following residents came forward to speak:

- **Sarah Dunlap**, speaking on behalf of Homestead Residential Master Association, located at 5853 Homestead Parkway. Currently, there are no crosswalks, and she is advocating for one at the amenity center as presented in the Traffic Safety package.
- **Todd Vician**, 8926 Green Grant, advocated for a no-new revenue tax rate, stating that property appraisals and tax increases are hurting renters as well homeowners.

Public Hearing closed at 9:01 p.m.

Mayor Gutierrez polled Council to get an idea on what tax rate each was proposing.  
2 Councilmembers and Mayor supported no-new revenue rate of 50.64  
2 Councilmembers supported 51.18  
4 Councilmembers supported 51.90

Mayor Gutierrez stated that a vote of 5-2 is needed to pass the tax rate. He then opened the floor to Council for discussion.

After much discussion, Councilmembers came to a consensus to adopt a 51.18 tax rate with 1% COLA and one-time streets/sidewalk funds.

Mayor Gutierrez asked for a motion to approve Ordinance 25-T-032.

A motion to adopt ordinance 25-T-032 with a 1% COLA and one-time streets and sidewalks funds, was moved by Mayor Pro Tem Tim Brown, seconded by Councilmember Michelle Watson.

AYE: Mayor Pro Tem Tim Brown, Councilmember Michelle Watson,  
Councilmember Ben Guerrero, Councilmember Robert Westbrook,  
Councilmember Allison Heyward

NAY: Councilmember Mark Davis, Councilmember Paul Macaluso

Passed

## **Discussion and Action Items**

### **15. Resolution 25-R-110 - Ratifying the property tax increase reflected in the Adopted Budget for FY 2025-26 (S.Gonzalez/J.Walters)**

Mayor Gutierrez recognized Finance Director James Walters, who introduced Resolution 25-R-110 to ratify the property tax increase reflected in the Adopted Budget for FY 2025-26. With a \$0.5118 tax rate (1.1% increase), recurring funds of \$317,000 will be allocated as 1% COLA and one-time funds of \$315,000 will be allocated to Traffic Safety Projects and \$100,000 will be allocated to Sidewalk Repair and Installation.

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

Councilmember Allison Heyward moved to approve Resolution 25-R-110 with the updated language: This budget will increase more total property taxes than previous year by \$1,597,093 or 5.8% increase and of that amount, \$1,205,226 is tax to be raised from new property added to the tax roll this year. Seconded by Councilmember Michelle Watson.

AYE: Mayor Pro Tem Tim Brown, Councilmember Michelle Watson,  
Councilmember Ben Guerrero, Councilmember Robert Westbrook,  
Councilmember Allison Heyward

NAY: Councilmember Mark Davis, Councilmember Paul Macaluso

Passed

## **Public Hearings**

**Ordinance 25-T-033** – Conduct a Public Hearing and approve an Ordinance approving the appraisal roll; setting the tax rate; levying and assessing general and special ad valorem taxes for the use and support of the municipal government of the City of Schertz, Texas (S.Gonzalez/J.Walters)

Mayor Gutierrez recognized Finance Director James Walters, who introduced Ordinance 25-T-033. Mr. Walters stated that they discovered the notice on the website was not sufficient to meet state standards, so Council would not be able to adopt the tax rate at this meeting. Staff would republish the notice and adopt the rate at the next City Council meeting, September 2, 2025. Public hearing could still be held. He then explained the changes in tax revenue and foregone taxes.

Mayor Gutierrez stated this item is on the agenda as a public hearing.

Public Hearing opened at 9:36 p.m.  
No public came forward to speak.  
Public Hearing closed at 9:36 p.m.

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

Mayor Gutierrez stated a second public hearing would be held at the City Council Meeting on September 2, 2025.

## **Workshop**

17. Discuss which land use regulations the Council desires to adopt and enforce via an ordinance given their authority to regulate land uses in the area in the manner recommended by the most recent joint land use study depending on the outcome of the November 5, 2025 Special Election (Mayor/S.Edmondson)

Mayor Gutierrez recognized City Secretary Sheila Edmondson who opened discussion on the land use regulations Council desires to adopt and enforce via ordinance following the November 5, 2025, Special Election. She stated there would be two public hearings regarding the special election. The first is to be held at the City Council Meeting on September 2, 2025, and the second one at the City Council Meeting on September 16, 2025. Notice of Special Election will be published in the San Antonio Express News on October 15, 2025. She then introduced Deputy City Manager Brian James, who explained the two options (full annexation or land use controls) being brought forward to voters. The options are based on the Joint Land Use Study (JLUS) done in July 2015. If voters opt for the land use regulations, Council will have to adopt an ordinance creating those regulations based on the JLUS.

**Mayor Gutierrez recessed to closed session at 9:57 p.m.**

## **Closed Session**

18. The City Council will meet in Closed Session in accordance with Section 551.071 of the Texas Government Code to receive legal advice from its attorney regarding the impact of recent legislative changes to legal requirements associated with land use matters.

Mayor Gutierrez stated discussion with the city attorney regarding the impact of recent legislative changes to legal requirements associated with land use matters began at 10:05 p.m. and ended at 10:17 p.m.

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

Mayor Gutierrez stated that discussion regarding the annual evaluation of the City Manager, Mr. Steve Williams began at 10:20 p.m. and ended at 11:28 p.m.

### **Reconvene into Regular Session**

Mayor Gutierrez reconvened Regular Session at 11:29 p.m.

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

No action was taken on Agenda Item #18.

21. Take any action based on discussion held in Closed Session under Agenda Item # 19.

Mayor Gutierrez stated there were three actions taken under Agenda Item #19.

### **Mayor Gutierrez asked for a motion to accept the new severance package.**

Moved by Councilmember Michelle Watson, seconded by Councilmember Robert Westbrook.

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

Passed

### **Mayor Gutierrez asked for motion to approve the new three-year contract for the city manager.**

Moved by Councilmember Michelle Watson, seconded by Mayor Pro Tem Tim Brown.

AYE: Mayor Pro Tem Tim Brown, Councilmember Mark Davis,

Councilmember Michelle Watson, Councilmember Paul Macaluso,  
Councilmember Ben Guerrero, Councilmember Robert Westbrook,  
Councilmember Allison Heyward.

Passed

**Mayor Gutierrez asked for motion to approve the 1% COLA increase for the city manager's compensation.**

Moved by Councilmember Michelle Watson, seconded by Mayor Pro Tem Tim Brown.

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

Passed

All motions have an August 19, 2025, effective date.

**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 for updates or information for staff were made.
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda  
No requests for items or presentations to be placed on a future City Council agenda.
- City and Community Events attended and to be attended (Council)  
**Councilmember Mark Davis** attended the Schertz Housing Authority meeting.  
**Councilmember Ben Guerrero** attended the VFW breakfast.  
**Councilmember Robert Westbrook** attended an opening for an orthopedic practice for The Chamber, and the Northeast Partnership Luncheon.  
**Councilmember Allison Heyward** attended the Main Street Committee meeting, the Northeast Partnership Luncheon, The Chamber Luncheon.

### **Adjournment**

Mayor Gutierrez adjourned the meeting at 11:32 p.m.

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Ralph Gutierrez, Mayor

ATTEST:

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Sheila Edmondson, City Secretary



**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** September 02, 2025  
**Department:** Planning & Community Development  
**Subject:** Resolution 25-R-113 - Authorizing an amendment to the Park Improvement Agreement for The Parklands Subdivision and Parklands II Subdivision (B.James/L.Wood/S.Haas)

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**BACKGROUND**

On November 28, 2017, City Council approved Resolution 17-R-105 which authorized a Parkland Improvement Agreement with Parklands Subdivision Unit 1 and Unit 2 to defer construction of public parkland until a later stage in the development. At the time, the developer was to construct the public parkland prior to recorded the plat for The Parklands Unit 3. The agreement was amended in 2020 as the Parklands development was split into separate subdivisions known as The Parklands and Parklands II. The public parkland was then deferred to be constructed until January 2023. The agreement was amended again in 2023 to extend the parkland construction to July of 2024. The developer was unable to complete the public parkland in this time frame. The developer reached out and informed staff that parkland construction was underway but that the current agreement needed to be amended again to match the timeline on the ground.

The amendment extends the deadline for the construction of the parkland until the end of 2025.

**GOAL**

Provide for the orderly development of park improvements in the City of Schertz.

**COMMUNITY BENEFIT**

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

**SUMMARY OF RECOMMENDED ACTION**

Approval of Resolution 25-R-113 authorizing an amendment to the Park Improvement Agreement for The Parklands Subdivision and Parklands II Subdivision to allow the deferral of the construction of park improvements to the end of 2025.

**RECOMMENDATION**

Approval of Resolution 25-R-113.

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**Attachments**

Resolution 25-R-113 with Exhibits  
Original Parkland Agreement

## **RESOLUTION 25-R-113**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, AUTHORIZING AN AMENDMENT TO THE PARKLAND IMPROVEMENT AGREEMENT WITH ROLLING HILLS RANCH DEVELOPMENT LTD AND SCAPPY DEVELOPMENT, LLC FOR THE PARKLANDS SUBDIVISION AND PARKLANDS II SUBDIVISION.**

**WHEREAS**, the CITY and landowner have entered into a Parkland Improvement Agreement pursuant to City of Schertz Code of Municipal Ordinances Section 21.4.15.F.1 and 21.9.10.F of the City's Unified Development Code to defer the construction of parkland improvements, and required recordation of the final plat for The Parklands Subdivision Unit 3A and Parklands II Subdivision Unit 2 to be no later than July 1, 2024, and;

**WHEREAS**, the Agreement was filed for record with the Guadalupe County Clerk on February 6, 2023, Document # 202399002819; and

**WHEREAS**, plats have been filed for The Parklands and Parklands II Subdivisions; and

**WHEREAS**, the Developer has requested that Section 2.11 of the Agreement be amended to allow the Developer to record final plats for The Parklands Subdivision Unit 3A, and/or The Parklands Subdivision Unit 3B; and

**WHEREAS**, the Developer has requested that Section 2.13 of the Agreement be amended to extend the completion date of the parkland improvements; and

**WHEREAS**, the City staff is agreeable to this amendment,

**WHEREAS**, the City Council finds that it is in the best interest of the City to enter into the amended agreement with the Developer to defer the construction of the public parkland until the end of 2025.

**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 amendment to the Agreement generally in the form attached subject to approval of minor changes approved by the City Attorney as shown on 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 \_\_\_\_\_ 2025.

CITY OF SCHERTZ, TEXAS

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

ATTEST:

\_\_\_\_\_  
Sheree Courney, Deputy City Secretary

Exhibit "A"

The Parklands – Parkland II Amendment

**AMENDMENT TO THE PARKLAND IMPROVEMENT AGREEMENT  
FOR  
THE PARKLANDS SUBDIVISION AND THE PARKLANDS II SUBDIVISION**

This Amendment to the Amended and Restated Parkland Improvement Agreement (“Amendment”) is entered into to be effective as of \_\_\_\_\_ by and between the City of Schertz (hereinafter “**CITY**”) a Texas Home Rule municipality and The Parklands Units 1 and 2, Ltd., Rolling Hills Ranch Development, Ltd., and Scrappy Development, LLC (hereinafter “**DEVELOPER**”) a Limited Partnership created under the laws of Texas, collectively, the “**PARTIES**”.

**WHEREAS**, the City and Developer have entered into a Parkland Improvement Agreement (“**AGREEMENT**”) pursuant to City of Schertz Code of Municipal Ordinances Section 21.4.15.F.1 and 21.9.10.F of the City's Unified Development Code to defer the construction of parkland improvements, and required recordation of the final plat for The Parklands Subdivision Unit 3A and Parklands II Subdivision Unit 2 to be no later than July 1, 2024, and,

**WHEREAS**, the Agreement was filed for record with the Guadalupe County Clerk on February 6, 2023 Document # 202399002819; and

**WHEREAS**, plats have been filed for The Parklands and Parklands II Subdivisions; and

**WHEREAS**, the Developer has requested that Section 2.11 of the Agreement be amended to allow the Developer to record final plats for The Parklands Subdivision Unit 3A, and/or The Parklands Subdivision Unit 3B; and

**WHEREAS**, the Developer has requested that Section 2.13 of the Agreement be amended to extend the completion date of the parkland improvements; and

**WHEREAS**, the City is agreeable to this amendment,

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits and agreements described and contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

**SECTION 2**

**AMENDED AS FOLLOWS:**

2.11. The City shall allow the Developer to record final plats for The Parklands Subdivision Unit 3A, and/or The Parklands Subdivision Unit 3B in order to facilitate land dedication and improvement construction within the public parkland. The City shall allow permitting and construction of the public parkland improvements prior to

final plat recordation of The Parklands Subdivision Unit 3A. Final plat for The Parklands Subdivision Unit 3A must be recorded prior to City acceptance of the public park improvements.

2.13. In the event Developers fail to fully complete construction of the Park Improvements by December 31, 2025 in the manner prescribed herein, the City may declare this Agreement to be in default and at the City's sole discretion:

- (i) Require that all Improvements be installed by Developers regardless of the extent of completion of the improvements on the Property at the time this Agreement is declared to be in default;
- (i) Unilaterally draw from the Surety a sufficient amount to complete the Improvements itself or through a third party; or
- (ii) Assign the Surety to any third party, including a subsequent owner of the Property, provided that such funds shall only be assigned for the purpose of causing the construction of the Park Improvements by such third party and for no other purpose and in exchange for the subsequent owner's agreement and posting of security to complete the Park Improvements.
- (iii) Withdraw a lump sum payment from the Surety at the rate of \$1,000 per platted buildable lot (\$350 for parkland dedication and \$650 for park improvements) to be accepted by the City as a fee-in-lieu of parkland dedication and improvement. Any remaining surety would be released by the City.

**ALL TERMS NOT DEFINED IN THIS AMENDMENT SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE AGREEMENT. THE REMAINING PROVISIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THIS AMENDMENT MAY BE EXECUTED IN MULTIPLE COUNTERPARTS, WHICH COLLECTIVELY, WILL BE CONSTRUED AS AN ORIGINAL.**

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT TO THE PARKLANDS AND PARKLANDS II SUBDIVISION PARKLANDS IMPROVEMENTS ON THE DATE SET FORTH ABOVE.**

*[Signatures and acknowledgments on the following pages]*

**Signature Page to the Amendment to the  
Parkland Improvement Agreement**

This Parkland Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Developer:

**PARKLANDS UNITS 1 & 2 LTD**

By: Its Sole General Partner:  
BITTERBLUE, INC., a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_, President of Bitterblue, Inc., a Texas corporation, the sole General Partner of Parklands Units 1 & 2, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My Commission Expires: \_\_\_\_\_

**Signature Page to**  
**Parkland Improvement Agreement**

This Parkland Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Developer:

**ROLLING HILLS RANCH DEVELOPMENT  
LTD**

By: Its Sole General Partner:  
ROLLING HILLS RANCH MANAGEMENT,  
L.C., a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

THE STATE OF TEXAS            §  
  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_, \_\_\_\_\_ of Rolling Hills Ranch Management, L.C., a Texas limited liability company, the sole General Partner of Rolling Hills Ranch Development, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My Commission Expires: \_\_\_\_\_

**Signature Page to**  
**Parkland Improvement Agreement**

This Parkland Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Developer:

**SCRAPPY DEVELOPMENT, LLC**

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

Name: Gordon V. Hartman

Title: President

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

THE STATE OF TEXAS                   §

  §

COUNTY OF \_\_\_\_\_               §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025 by Gordon V. Hartman, President of Scrappy Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My Commission Expires: \_\_\_\_\_

**Signature Page to**  
**Parkland Improvement Agreement**

This Parkland Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

**CITY OF SCHERTZ,**  
a Texas municipal corporation

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

Name: \_\_\_\_\_

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

THE STATE OF TEXAS           §

§

COUNTY OF GUADALUPE       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025 by Steve Williams, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My Commission Expires: \_\_\_\_\_



WHEREAS, pursuant to Section 21.9.10.F of the City's Unified Development Code, the obligation to dedicate parkland and construct park improvements for the Subdivision may be deferred if an Improvement Agreement is executed and if sufficient surety is provided to secure the obligation to construct the park improvements; and

NOW THEREFORE, in consideration of the agreements set forth herein and for other reciprocal good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and stipulated by the Developers and the City, agree as follows:

1. Definitions.

- 1.1 The Parklands Subdivision – the subdivision currently being developed by both Parklands Units 1 & 2, Ltd. and Rolling Hills Ranch Development, Ltd. described on Exhibit “B” and identified on The Parklands Subdivision Master Development Plan (Exhibit “C”), which subdivision may be platted through multiple individual plats pertaining to distinct portions of The Parklands Subdivision.
- 1.2 The Parklands Subdivision Unit 2A – the area identified on The Parklands Subdivision Master Development Plan (Exhibit “C”) as Unit 2A, which consists of a maximum of 136 buildable residential lots.
- 1.3 The Parklands Subdivision Unit 2B – the area identified on The Parklands Subdivision Master Development Plan (Exhibit “C”) as Unit 2B, which consists of a maximum of 14 buildable residential lots.
- 1.4 The Parklands Subdivision Unit 3A – the area identified on The Parklands Subdivision Master Development Plan (Exhibit “C”) as Unit 3A, which consists of a maximum of 36 buildable residential lots.
- 1.5 The Parklands II Subdivision – the subdivision currently being developed by Scrappy Development, LLC described on Exhibit “D” and identified on The Parklands II Subdivision Master Development Plan (Exhibit “E”), which subdivision may be platted through several individual plats pertaining to distinct portions of The Parklands II Subdivision.
- 1.6 The Parklands II Subdivision Unit 1 – the area identified on The Parklands II Subdivision Master Development Plan (Exhibit “E”) as Unit 1, which consists of a maximum of 72 buildable residential lots.
- 1.7 The Parklands II Subdivision Unit 2 – the area identified on The Parklands II Subdivision Master Development Plan (Exhibit “E”) as Unit 2, which consists of a maximum of 33 buildable residential lots.
- 1.8 Parkland – the areas identified on The Parklands Subdivision Master Development Plan (Exhibit “C”) as Parklands Subdivision Lot 1, Block 24 and Parklands II Subdivision Lot 903, Block 2, and the deed (Exhibit “H”) attach hereto as “Parkland”.

1.9 Park Improvements – those certain improvements described on Exhibit “F” and to be constructed by the Developers.

1.10 Phased Value of Improvements – the dollar value of the Park Improvements assigned to each Subdivision Unit as shown on Exhibit “G”.

1.11 Plat or Plats – a map representing a tract of land, showing the boundaries of the subdivision and location of individual properties and streets. Relevant plat documents for this Agreement include The Parklands Subdivision Unit 2A plat, The Parklands Subdivision Unit 2B plat, The Parklands Subdivision Unit 3A plat, The Parklands II Subdivision Unit 1 plat, and The Parklands II Subdivision Unit 2 plat.

2. Construction of Parkland Improvements; Covenants. The Developers and the City covenant and agree to the following:

2.1 The Developers shall cause the completion of the Park Improvements prior to the recordation of The Parklands Subdivision Unit 3A and Parklands II Subdivision Unit 2 final plats; and

2.2 Either Parklands Units 1 and 2, Ltd. or Rolling Hills Ranch Development, Ltd. shall Deed the Parkland to the City; and

2.3 The Developers warrant that the Park Improvements will be of good quality and free from defects for a period of two (2) years following acceptance by the City. A warranty bond shall be provided in the amount of 20% of the costs of the Park Improvements for such period. The warranty does not include damage or defect caused by abuse, alterations to the Park Improvements not executed by the Developers, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

2.4 As part of the Park Improvements Budget calculations, the Developers of the Parklands Subdivision, Parklands Units 1 and 2, Ltd. and Rolling Hills Ranch Development, have assumed the development of 54 lots in the event that the School Site, as shown on Exhibit “C”, develops as single-family residential lots instead of a public school. The Parkland fee obligation for the 54 additional lots has been incorporated into the budget calculations. If the School Site does develop as a public school no Parkland fee refunds will be issued to the Developers.

2.5 As part of the Prior Parkland Improvement Agreement, a surety was provided to the City in the amount of one hundred thirty-seven thousand seven hundred seventy-five dollars and ninety-four cents (\$137,775.94) in accordance with Section 2.5 of the Prior Parkland Improvement Agreement with respect to such incomplete Park Improvements related to The Parklands Subdivision Unit 1.

2.6 Prior to the recording of the Plat of The Parklands Subdivision Unit 2A, the Rolling

Hills Ranch Development, Ltd. or Parklands Units 1 and 2, Ltd. shall provide (or cause to be provided) a surety to the City in accordance with Unified Development Code Section 21.4.15.G, in the amount equal to **Two Hundred Eighty-One Thousand Two Hundred Eighty Dollars and 15/100 (\$281,280.15)** in order to satisfy the requirements in Sections 2.1 and 2.2 above with respect to such Park Improvements that are incomplete related to The Parklands Subdivision Unit 2A.

2.7 Prior to the recording of the Plat of The Parklands Subdivision Unit 2B, Rolling Hills Ranch Development, Ltd. or Parklands Units 1 and 2, Ltd. shall provide (or cause to be provided) a surety to the City in accordance with Unified Development Code Section 21.4.15.G, in the amount equal to **Twenty-Seven Thousand Eight Hundred Eighteen Dollars and 92/100 (\$27,818.92)** in order to satisfy the requirements in Sections 2.1 and 2.2 above with respect to such Park Improvements that are incomplete related to The Parklands Subdivision Unit 2B.

2.8 Prior to the recording of the Plat of The Parklands II Subdivision Unit 1, Scrappy Development, LLC shall provide (or cause to be provided) a surety to the City in accordance with Unified Development Code Section 21.4.15.G, in the amount equal to **One Hundred Seventy-Three Thousand Eight Hundred Seventy-Five Dollars and 00/100 (\$173,875.00)** in order to satisfy the requirements in Sections 2.1 and 2.2 above with respect to such Park Improvements that are incomplete related to The Parklands II Subdivision Unit 1.

2.9 The Developers and the City agree that Exhibit “G”, depending on the Phase or Unit (as such terms are described in Exhibit G), may overcompensate or under compensate the Fee Credit (\$650 per lot) for that particular Phase, but the total for all Phases, equals to the value of the Total Fee Credits for all Units and therefore fully satisfy the Total Park Fees for the Parklands. Any future revision by the City of the City’s Parkland Dedication Fee or parkland dedication requirements in the UDC shall not alter the terms of this Agreement or otherwise be applicable to the Parklands.

2.10 The City shall allow the Developers to record final plats for The Parklands Subdivision Units 2A, and/or The Parklands Subdivision 2B, and/or The Parklands II Subdivision Unit 1 upon execution of this Agreement conditioned on the occurrence of either: (i) the City’s acceptance of the public improvements required by the City as a condition precedent to plat recordation with respect to the Plat to be recorded; or (ii) Developers’ provision of a surety for any public improvements required by the City as a condition precedent to plat recordation that remain incomplete (including any Parkland Improvements, which Surety shall be in accordance with Sections 2.5-2.7 above). Further, the City agrees that any surety provided hereunder shall satisfy any of Developers’ Parkland dedication requirements applicable to the respective plat until such time as the Parklands within The Parklands Subdivision Unit 3A plat can be dedicated, thereby also satisfying Developers’ Parkland fee payment obligations in connection therewith.

2.11 The final plat of The Parklands Subdivision Unit 3A must be recorded no later than

July 1, 2024 in order to facilitate concurrent land dedication and improvement construction within the public parkland of both The Parklands Subdivision Unit 3A and the Parklands II Subdivision Unit 2. The final plat of The Parklands II Subdivision Unit 2 must be recorded no later than July 1, 2024 in order to facilitate concurrent land dedication and improvement construction within the public parkland of both The Parklands Subdivision Unit 3A and the Parklands II Subdivision Unit 2. The final plats of both The Parklands Subdivision Unit 3A and The Parklands II Subdivision Unit 2 must be recorded no later than six months apart and not before March 1, 2023 in order to facilitate concurrent land dedication and improvement construction within the public parkland of both The Parklands Subdivision Unit 3A and the Parklands II Subdivision Unit 2.

2.12 Upon Developers' completion of the Parkland Improvements, the City agrees to inspect the improvements and identify any deficiencies to cause the Park Improvements to be completed in accordance with the approved plans and specifications. At such time as the City is satisfied with the Developers' completion of the Park Improvements and Developers' provision of a warranty bond for the respective improvements, the City shall:

- (i) Accept the Park Improvements and Parkland dedication; and
- (ii) Record the Deed in the form attached as Exhibit "H"; and
- (iii) Issue a letter to Developers evidencing the City's approval and acceptance of the Park Improvements and Developers' full and final satisfaction of this Agreement; and
- (iv) Within 30 days of issuance of the letter of approval and acceptance, release any Surety provided in connection with the accepted Park Improvements.

2.13 In the event Developers fail to fully complete construction of the Park Improvements by July 1, 2024 in the manner prescribed herein, the City may declare this Agreement to be in default and at the City's sole discretion:

- (i) Require that all Improvements be installed by Developers regardless of the extent of completion of the improvements on the Property at the time this Agreement is declared to be in default;
- (ii) Unilaterally draw from the Surety a sufficient amount to complete the Improvements itself or through a third party; or
- (iii) Assign the Surety to any third party, including a subsequent owner of the Property, provided that such funds shall only be assigned for the purpose of causing the construction of the Park Improvements by such third party and for no other purpose and in exchange for the subsequent owner's agreement and posting of security to complete the Park Improvements.
- (iv) Withdraw a lump sum payment from the Surety at the rate of \$1,000 per platted buildable lot (\$350 for parkland dedication and \$650 for park improvements) to

be accepted by the City as a fee-in-lieu of parkland dedication and improvement. Any remaining surety would be released by the City.

3. Construction of Public Infrastructure Improvements. The Developers and the City agree to the following:
  - 3.1 A development permit will not be issued for the construction of the public infrastructure improvements within The Parklands II Subdivision Unit 1 until a development permit has been issued for the construction of the public infrastructure improvements within The Parklands Subdivision Unit 2B; and
  - 3.2 The construction of said improvements within The Parklands II Subdivision Unit I prior to the acceptance of said improvements within The Parklands Subdivision Unit 2B will be at the risk of Scrappy Development, LLC. The Parklands II Subdivision Unit 1 plat will not be recorded without the prior recordation of The Parklands Subdivision Unit 2B plat.
4. Approval of Agreement. The City has approved the execution and delivery of this Agreement pursuant to Section 21.4.15(C).(2.) of the City's Unified Development Code, and the Developers represent and warrant that it has taken all necessary action to authorize its execution and delivery of this Agreement.
5. Governmental Immunity. The City does not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, Councilmembers, and agents as a result of the execution of this Agreement and the performance of the covenants and actions contained herein.
6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns, and the terms hereof shall run with the Property.
7. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.
8. Integration. This Agreement is the complete agreement between the Developers and the City as to the subject matter hereof and cannot be varied except by the written agreement of the Developers and the City. The Developers and the City each agrees that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.
9. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered three (3) days after such notice is deposited in the United States mail, postage fully prepaid, registered or certified mail return receipt requested, and addressed to the intended recipient at the address shown herein. Any address for notice may be changed by written notice delivered as provided herein. All notices hereunder shall be in writing and served as follows:

If to the Developers:

PARKLANDS UNITS 1 & 2, LTD.  
11 Lynn Batts Lane, Suite 100  
San Antonio, TX 78218  
Attention: Laddie Denton

ROLLING HILLS RANCH DEVELOPMENT, LTD.  
1616 Calle Del Norte #48  
Laredo, Texas 78041  
Attention: William Alston

SCRAPPY DEVELOPMENT, LLC  
5210 Thousand Oaks, Suite 1318  
San Antonio, Texas 78233  
Attention: Gordon Hartman

If to the City:

CITY OF SCHERTZ  
1400 Schertz Parkway  
Schertz, Texas 78154  
Attention: City Manager

With copy to:

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

- 10 Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, such unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
- 11 Recitals; Exhibits. Any recitals in this Agreement are represented by the parties hereto to be accurate, constitute a part of the parties' substantive agreement, and are fully incorporated herein as matters of contract and not mere recitals. Further, any exhibits to this Agreement are incorporated herein as matters of contract and not mere exhibits.

- 12 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to, and shall not be deemed to, create a partnership or joint venture among the Developers and the City.
- 13 Choice of Law. This Agreement will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue shall be in the State District Courts of Guadalupe County, Texas with respect to any lawsuit arising out of or construing the terms and provisions of this Agreement.

Exhibits List:

- Exhibit A – Prior Parkland Improvement Agreement
- Exhibit B – Metes and bounds for the Parklands Subdivision
- Exhibit C – Parklands Subdivision Master Development Plan
- Exhibit D – Metes and bounds for the Parklands II Subdivision
- Exhibit E – Parklands II Subdivision Master Development Plan
- Exhibit F – Itemized improvements cost and graphic
- Exhibit G – Phased Value Improvements
- Exhibit H – Park Deed

*[Signatures and acknowledgments on the following pages]*

**Signature Page to**  
**Parkland Improvement Agreement**

This Parkland Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Developer:

**PARKLANDS UNITS 1 & 2 LTD**

By: Its Sole General Partner:  
BITTERBLUE, INC., a Texas corporation

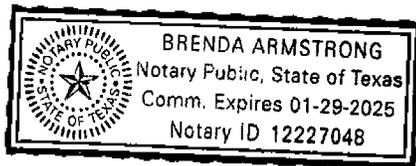
By: *Scott Teeter*  
Name: Scott Teeter  
Title: President  
Date: 1/13/23

THE STATE OF TEXAS           §  
  §  
COUNTY OF Bexar           §

This instrument was acknowledged before me on the 13 day of January, 2023 by Scott Teeter, President of Bitterblue, Inc., a Texas corporation, the sole General Partner of Parklands Units 1 & 2, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

*Brenda Armstrong*  
Notary Public in and for  
The State of Texas



My Commission Expires: 01.29.25

**Signature Page to**  
**Parkland Improvement Agreement**

This Parkland Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Developer:

**ROLLING HILLS RANCH DEVELOPMENT LTD**

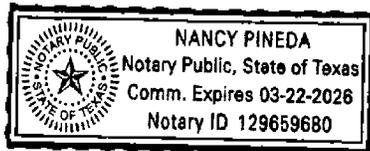
By: Its Sole General Partner:  
ROLLING HILLS RANCH MANAGEMENT,  
L.C., a Texas limited liability company

By: *William W. Alston*  
Name: WILLIAM W. ALSTON  
Title: MANAGER  
Date: 01/13/23

THE STATE OF TEXAS           §  
  §  
COUNTY OF Webb           §

This instrument was acknowledged before me on the 13<sup>th</sup> day of January, 2023 by William W. Alston manager of Rolling Hills Ranch Management, L.C., a Texas limited liability company, the sole General Partner of Rolling Hills Ranch Development, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)



*Nancy Pineda*  
Notary Public in and for  
The State of Texas

My Commission Expires: March 22, 2026

**Signature Page to**  
**Parkland Improvement Agreement**

This Parkland Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Developer:

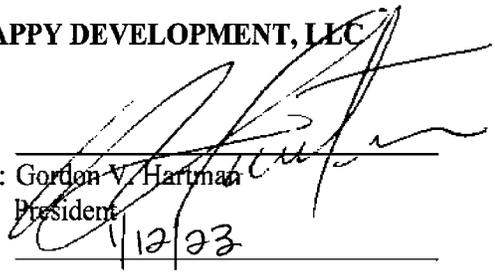
**SCRAPPY DEVELOPMENT, LLC**

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

Name: Gordon V. Hartman

Title: President

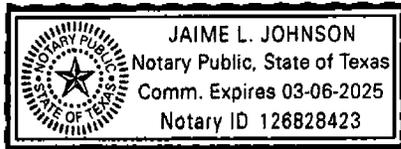
Date: 1/12/23



THE STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR           §

This instrument was acknowledged before me on the 12 day of January, 2023 by Gordon V. Hartman, President of Scrapy Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)



\_\_\_\_\_  
Jaime L. Johnson  
Notary Public, in and for  
The State of Texas

My Commission Expires: 3/6/25

Signature Page to  
Parkland Improvement Agreement

This Parkland Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

**CITY OF SCHERTZ,**  
a Texas municipal corporation

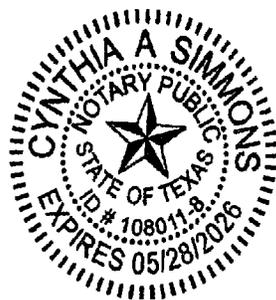


By: \_\_\_\_\_  
Name: Steve Williams  
Date: 1/23/23 City Manager  
Schertz, Texas

THE STATE OF TEXAS           §  
  §  
  §  
COUNTY OF GUADALUPE       §

This instrument was acknowledged before me on the 23 day of January 2023 by Steve Williams, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)



Cynthia A. Simmons  
Notary Public in and for  
The State of Texas

My Commission Expires: 5-28-2026



GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202099030281 PAGE: 2 OF 58

WHEREAS, the Developers seek to develop residential subdivisions on the Property that require the dedication and construction of public parkland and improvements; and

WHEREAS, this Agreement is made solely with respect to The Parklands Subdivision Units 2A, 2B, and 3A, and The Parklands II Subdivision Units 1 and 2; and

WHEREAS, pursuant to Section 21.9.10.F of the City's Unified Development Code, the obligation to dedicate parkland and construct park improvements for the Subdivision may be deferred if an Improvement Agreement is executed and if sufficient surety is provided to secure the obligation to construct the park improvements; and

NOW THEREFORE, in consideration of the agreements set forth herein and for other reciprocal good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and stipulated by the Developers and the City, agree as follows:

1. Definitions.

1.1 The Parklands Subdivision – the subdivision currently being developed by both Parklands Units 1 & 2, Ltd. and Rolling Hills Ranch Development, Ltd. described on Exhibit “B” and identified on The Parklands Subdivision Master Development Plan (Exhibit “C”), which subdivision may be platted through multiple individual plats pertaining to distinct portions of The Parklands Subdivision.

1.2 The Parklands Subdivision Unit 2A – the area identified on The Parklands Subdivision Master Development Plan (Exhibit “C”) as Unit 2A, which consists of a maximum of 136 buildable residential lots.

1.3 The Parklands Subdivision Unit 2B – the area identified on The Parklands Subdivision Master Development Plan (Exhibit “C”) as Unit 2B, which consists of a maximum of 14 buildable residential lots.

1.4 The Parklands Subdivision Unit 3A – the area identified on The Parklands Subdivision Master Development Plan (Exhibit “C”) as Unit 3A, which consists of a maximum of 36 buildable residential lots.

1.5 The Parklands II Subdivision – the subdivision currently being developed by Scrappy Development, LLC described on Exhibit “D” and identified on The Parklands II Subdivision Master Development Plan (Exhibit “E”), which subdivision may be platted through several individual plats pertaining to distinct portions of The Parklands II Subdivision.

1.6 The Parklands II Subdivision Unit 1 – the area identified on The Parklands II Subdivision Master Development Plan (Exhibit “E”) as Unit 1, which consists of a maximum of 72 buildable residential lots.

1.7 The Parklands II Subdivision Unit 2 – the area identified on The Parklands II

GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202099030281 PAGE: 3 OF 58

Subdivision Master Development Plan (Exhibit “E”) as Unit 2, which consists of a maximum of 33 buildable residential lots.

- 1.8 Parkland – the areas identified on The Parklands Subdivision Master Development Plan (Exhibit “C”) as Parklands Subdivision Lot 1, Block 24 and Parklands II Subdivision Lot 903, Block 2, and the deed (Exhibit “H”) attach hereto as “Parkland”.
  - 1.9 Park Improvements – those certain improvements described on Exhibit “F” and to be constructed by the Developers.
  - 1.10 Phased Value of Improvements – the dollar value of the Park Improvements assigned to each Subdivision Unit as shown on Exhibit “G”.
  - 1.11 Plat or Plats – a map representing a tract of land, showing the boundaries of the subdivision and location of individual properties and streets. Relevant plat documents for this Agreement include The Parklands Subdivision Unit 2A plat, The Parklands Subdivision Unit 2B plat, The Parklands Subdivision Unit 3A plat, The Parklands II Subdivision Unit 1 plat, and The Parklands II Subdivision Unit 2 plat
2. Construction of Parkland Improvements; Covenants. The Developers and the City covenant and agree to the following:
- 2.1 The Developers shall cause the completion of the Park Improvements prior to the recordation of The Parklands Subdivision Unit 3A and Parklands II Subdivision Unit 2 final plats; and
  - 2.2 Either Parklands Units 1 and 2, Ltd. or Rolling Hills Ranch Development, Ltd. shall Deed the Parkland to the City ; and
  - 2.3 The Developers warrant that the Park Improvements will be of good quality and free from defects for a period of two (2) years following acceptance by the City. A warranty bond shall be provided in the amount of 20% of the costs of the Park Improvements for such period. The warranty does not include damage or defect caused by abuse, alterations to the Park Improvements not executed by the Developers, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.
  - 2.4 As part of the Park Improvements budget calculations, the Developers of the Parklands Subdivision, Parklands Units 1 and 2, Ltd. and Rolling Hills Ranch Development, have assumed the development of 54 lots in the event that the School Site, as shown on Exhibit “C”, develops as single-family residential lots instead of a public school. The Parkland fee obligation for the 54 additional lots has been incorporated into the budget calculations. If the School Site does develop as a public school no Parkland fee refunds will be issued to the Developers.
  - 2.5 As part of the Prior Parkland Improvement Agreement, a surety was provided to the

GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202099030281 PAGE: 4 OF 58

City in the amount of one hundred thirty-seven thousand seven hundred seventy-five dollars and ninety-four cents (\$137,775.94) in accordance with Section 2.5 of the Prior Parkland Improvement Agreement with respect to such incomplete Park Improvements related to The Parklands Subdivision Unit 1.

- 2.6 Prior to the recording of the Plat of The Parklands Subdivision Unit 2A, the Rolling Hills Ranch Development, Ltd. or Parklands Units 1 and 2, Ltd. shall provide (or cause to be provided) a surety to the City in accordance with Unified Development Code Section 21.4.15.G, in the amount equal to **Two Hundred Eighty-One Thousand Two Hundred Eighty Dollars and 15/100 (\$281,280.15)** in order to satisfy the requirements in Sections 2.1 and 2.2 above with respect to such Park Improvements that are incomplete related to The Parklands Subdivision Unit 2A.
- 2.7 Prior to the recording of the Plat of The Parklands Subdivision Unit 2B, Rolling Hills Ranch Development, Ltd. or Parklands Units 1 and 2, Ltd. shall provide (or cause to be provided) a surety to the City in accordance with Unified Development Code Section 21.4.15.G, in the amount equal to **Twenty-Seven Thousand Eight Hundred Eighteen Dollars and 92/100 (\$27,818.92)** in order to satisfy the requirements in Sections 2.1 and 2.2 above with respect to such Park Improvements that are incomplete related to The Parklands Subdivision Unit 2B.
- 2.8 Prior to the recording of the Plat of The Parklands II Subdivision Unit 1, Scrappy Development, LLC shall provide (or cause to be provided) a surety to the City in accordance with Unified Development Code Section 21.4.15.G, in the amount equal to **One Hundred Seventy-Three Thousand Eight Hundred Seventy-Five Dollars and 00/100 (\$173,875.00)** in order to satisfy the requirements in Sections 2.1 and 2.2 above with respect to such Park Improvements that are incomplete related to The Parklands II Subdivision Unit 1.
- 2.9 The Developers and the City agree that Exhibit "G", depending on the Phase or Unit (as such terms are described in Exhibit G), may over compensate or under compensate the Fee Credit (\$650 per lot) for that particular Phase, but the total for all Phases, equals to the value of the Total Fee Credits for all Units and therefore fully satisfy the Total Park Fees for the Parklands. Any future revision by the City of the City's Parkland Dedication Fee or parkland dedication requirements in the UDC shall not alter the terms of this Agreement or otherwise be applicable to the Parklands.
- 2.10 The City shall allow the Developers to record final plats for The Parklands Subdivision Units 2A, and/or The Parklands Subdivision 2B, and/or The Parklands II Subdivision Unit 1 upon execution of this Agreement conditioned on the occurrence of either: (i) the City's acceptance of the public improvements required by the City as a condition precedent to plat recordation with respect to the Plat to be recorded; or (ii) Developers' provision of a surety for any public improvements required by the City as a condition precedent to plat recordation that remain incomplete (including any Parkland Improvements, which Surety shall be in accordance with Sections 2.5-2.7 above). Further, the City agrees that any surety provided hereunder shall satisfy

any of Developers' Parkland dedication requirements applicable to the respective plat until such time as the Parklands within The Parklands Subdivision Unit 3A plat can be dedicated, thereby also satisfying Developers' Parkland fee payment obligations in connection therewith.

2.11 The final plat of The Parklands Subdivision Unit 3A must be recorded no later than January 1, 2023 in order to facilitate concurrent land dedication and improvement construction within the public parkland of both The Parklands Subdivision Unit 3A and the Parklands II Subdivision Unit 2. The final plat of The Parklands II Subdivision Unit 2 must be recorded no later than January 1, 2023 in order to facilitate concurrent land dedication and improvement construction within the public parkland of both The Parklands Subdivision Unit 3A and the Parklands II Subdivision Unit 2. The final plats of both The Parklands Subdivision Unit 3A and The Parklands II Subdivision Unit 2 must be recorded no later than six months apart and not before March 1, 2022 in order to facilitate concurrent land dedication and improvement construction within the public parkland of both The Parklands Subdivision Unit 3A and the Parklands II Subdivision Unit 2.

2.12 Upon Developers' completion of the Parkland Improvements, the City agrees to inspect the improvements and identify any deficiencies to cause the Park Improvements to be completed in accordance with the approved plans and specifications. At such time as the City is satisfied with the Developers' completion of the Park Improvements and Developers provision of a warranty bond for the respective improvements, the City shall:

- (i) Accept the Park Improvements and Parkland dedication; and
- (ii) Record the Park Deed in the form attached as Exhibit "H"; and
- (iii) Issue a letter to Developers evidencing the City's approval and acceptance of the Park Improvements and Developers' full and final satisfaction of this Agreement; and
- (iv) Within 30 days of issuance of the letter of approval and acceptance, release any Surety provided in connection with the accepted Park Improvements.

2.13 In the event Developers fail to fully complete construction of the Park Improvements by January 1, 2023 in the manner prescribed herein, the City may declare this Agreement to be in default and at the City's sole discretion:

- (i) Require that all Improvements be installed by Developers regardless of the extent of completion of the improvements on the Property at the time this Agreement is declared to be in default;
- (ii) Unilaterally draw from the Surety a sufficient amount to complete the Improvements itself or through a third party; or
- (iii) Assign the Surety to any third party, including a subsequent owner of the Property, provided that such funds shall only be assigned for the purpose of

causing the construction of the Park Improvements by such third party and for no other purpose and in exchange for the subsequent owner's agreement and posting of security to complete the Park Improvements.

- (iv) Withdraw a lump sum payment from the Surety at the rate of \$1,000 per platted buildable lot (\$350 for parkland dedication and \$650 for park improvements) to be accepted by the City as a fee-in-lieu of parkland dedication and improvement. Any remaining surety would be released by the City.

3. Construction of Public Infrastructure Improvements. The Developers and the City agree to the following:

3.1 A development permit will not be issued for the construction of the public infrastructure improvements within The Parklands II Subdivision Unit 1 until a development permit has been issued for the construction of the public infrastructure improvements within The Parklands Subdivision Unit 2B; and

3.2 The construction of said improvements within The Parklands II Subdivision Unit I prior to the acceptance of said improvements within The Parklands Subdivision Unit 2B will be at the risk of Scrappy Development, LLC. The Parklands II Subdivision Unit 1 plat will not be recorded without the prior recordation of The Parklands Subdivision Unit 2B plat.

4 Approval of Agreement. The City has approved the execution and delivery of this Agreement pursuant to Section 21.4.15(C).(2.) of the City's Unified Development Code, and the Developers represent and warrant that it has taken all necessary action to authorize its execution and delivery of this Agreement.

5 Governmental Immunity. The City does not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, Councilmembers, and agents as a result of the execution of this Agreement and the performance of the covenants and actions contained herein.

6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns, and the terms hereof shall run with the Property.

7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

8 Integration. This Agreement is the complete agreement between the Developers and the City as to the subject matter hereof and cannot be varied except by the written agreement of the Developers and the City. The Developers and the City each agrees that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202099030281 PAGE: 7 OF 58

- 9 Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered three (3) days after such notice is deposited in the United States mail, postage fully prepaid, registered or certified mail return receipt requested, and addressed to the intended recipient at the address shown herein. Any address for notice may be changed by written notice delivered as provided herein. All notices hereunder shall be in writing and served as follows:

If to the Developers:

PARKLANDS UNITS 1 & 2, LTD.  
11 Lynn Batts Lane, Suite 100  
San Antonio, TX 78218  
Attention: Laddie Denton

ROLLING HILLS RANCH DEVELOPMENT, LTD.  
1616 Calle Del Norte #48  
Laredo, Texas 78041  
Attention: William Alston

SCRAPPY DEVELOPMENT, LLC  
1202 W. Bitters, Building 1, Suite 1200  
San Antonio, TX 78216  
Attention: Gordon Hartman

If to the City:

CITY OF SCHERTZ  
1400 Schertz Parkway  
Schertz, Texas 78154  
Attention: City Manager

With copy to:

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

- 10 Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, such unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202099030281 PAGE: 8 OF 58

- 11 Recitals; Exhibits. Any recitals in this Agreement are represented by the parties hereto to be accurate, constitute a part of the parties' substantive agreement, and are fully incorporated herein as matters of contract and not mere recitals. Further, any exhibits to this Agreement are incorporated herein as matters of contract and not mere exhibits.
- 12 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to, and shall not be deemed to, create a partnership or joint venture among the Developers and the City.
- 13 Choice of Law. This Agreement will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue shall be in the State District Courts of Guadalupe County, Texas with respect to any lawsuit arising out of or construing the terms and provisions of this Agreement.

Exhibits List:

- Exhibit A – Prior Parkland Improvement Agreement
- Exhibit B – Metes and bounds for the Parklands Subdivision
- Exhibit C – Parklands Subdivision Master Development Plan
- Exhibit D – Metes and bounds for the Parklands II Subdivision
- Exhibit E – Parklands II Subdivision Master Development Plan
- Exhibit F – Itemized improvements cost and graphic
- Exhibit G – Phased Value Improvements
- Exhibit H – Park Deed

*[Signatures and acknowledgments on the following pages]*

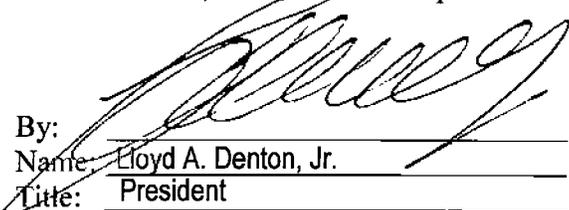
**Signature Page to  
Parkland Improvement Agreement**

This Parkland Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Developer:

**PARKLANDS UNITS 1 & 2 LTD**

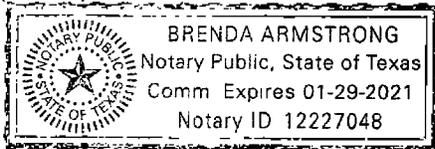
By: Its Sole General Partner:  
BITTERBLUE, INC., a Texas corporation

By:   
Name: Lloyd A. Denton, Jr.  
Title: President  
Date: October 5, 2020

THE STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR           §

This instrument was acknowledged before me on the 5th day of October, 2020 by Lloyd A. Denton, Jr., President of Bitterblue, Inc., a Texas corporation, the sole General Partner of Parklands Units 1 & 2, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)



  
\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My Commission Expires: 01.29.2021

**Signature Page to**  
**Parkland Improvement Agreement**

This Parkland Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Developer:

**ROLLING HILLS RANCH DEVELOPMENT LTD**

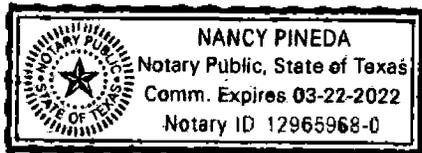
By: Its Sole General Partner:  
ROLLING HILLS RANCH MANAGEMENT,  
L.C., a Texas limited liability company

By: *William W. Alston*  
Name: WILLIAM W. ALSTON  
Title: MANAGER  
Date: 10/06/2020

THE STATE OF TEXAS           §  
  §  
COUNTY OF WEBB           §

This instrument was acknowledged before me on the 5th day of October, 2020 by WILLIAM W. ALSTON, MANAGER of Rolling Hills Ranch Management, L.C., a Texas limited liability company, the sole General Partner of Rolling Hills Ranch Development, Ltd., a Texas limited partnership, on behalf of said limited partnership

(SEAL)



*Nancy Pineda*  
Notary Public in and for  
The State of Texas  
My Commission Expires: 03-22-2022

**Signature Page to  
Parkland Improvement Agreement**

This Parkland Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Developer:

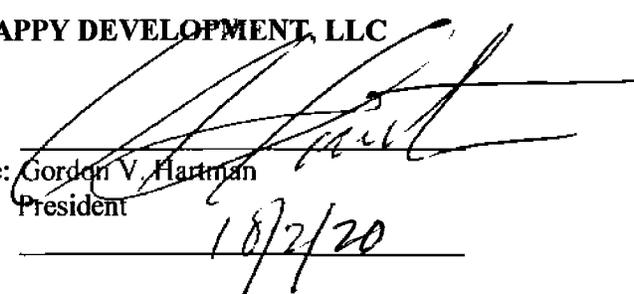
**SCRAPPY DEVELOPMENT, LLC**

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

Name: Gordon V. Hartman

Title: President

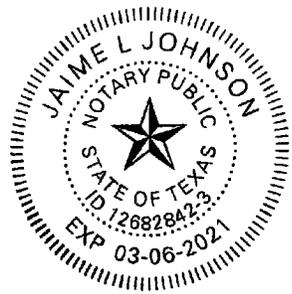
Date: 10/2/20



THE STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR           §

This instrument was acknowledged before me on the 2 day of October, 2020 by Gordon V. Hartman, President of Scrappy Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)



\_\_\_\_\_  
Notary Public in and for  
The State of Texas

My Commission Expires: 3/6/21

**Signature Page to**  
**Parkland Improvement Agreement**

This Parkland Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

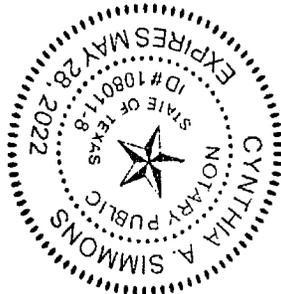
**CITY OF SCHERTZ,**  
a Texas municipal corporation

By: Mark Braune  
Name: Mark Braune  
Date: 2/27/20

THE STATE OF TEXAS           §  
  §  
COUNTY OF GUADALUPE       §

This instrument was acknowledged before me on the 27<sup>th</sup> day of October, 2020 by Mark Braune, City manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)



Cynthia A. Simmons  
Notary Public in and for  
The State of Texas

My Commission Expires: 5-28-2022



- 1.2 The Parklands Subdivision Unit 1 – the area identified on The Parklands Subdivision Master Development Plan (Exhibit “B”) as Unit 1, which consists of a maximum of 113 buildable residential lots.
  - 1.3 The Parklands Subdivision Unit 2 – the area identified on The Parklands Subdivision Master Development Plan (Exhibit “B”) as Unit 2, which consists of a maximum of 150 buildable residential lots.
  - 1.4 Parkland – the area identified on The Parklands Subdivision Master Development Plan (Exhibit “B”) as park and the deed on Exhibit “E” attach hereto as “Parkland”.
  - 1.5 Park Improvements – those certain improvements described on Exhibit “C” and to be constructed by Developer.
  - 1.6 Phased Value of Improvements – the dollar value of the Park Improvements assigned to each Subdivision Unit as shown on Exhibit “D”.
2. Construction of Improvements; Covenants. The Developer and the City covenant and agree to the following:
- 2.1 The Developer shall cause the completion of the Park Improvements prior to the recordation of The Parklands Subdivision Unit 3; and
  - 2.2 The Developer shall cause such changes to the Park Improvements as may be required by the City for approval and acceptance of the Park Improvements in accordance with the approved plans and specifications; and
  - 2.3 The Developer shall Deed to the City, Parkland as described in Exhibit “E”; and
  - 2.4 The Developer shall warranty the Park Improvements for a period of two (2) years following acceptance by the City. A warranty bond shall be provided in the amount of 20% of the costs of the Park Improvements for such period.
  - 2.5 Prior to the recording of The Parklands Subdivision Unit 1, the Developer shall provide (or cause to be provided) a surety to the City in accordance with Unified Development Code Section 21.4.15.G, in the amount equal to one hundred thirty seven thousand seven hundred seventy five dollars and ninety four cents (\$137,775.94) in order to secure Developer’s satisfaction of the requirements in Sections 2.1-2.3 above with respect to such incomplete Park Improvements related to The Parklands Subdivision Unit 1.
  - 2.6 Prior to the recording of The Parklands Subdivision Unit 2, the Developer shall provide (or cause to be provided) a surety to the City in accordance with Unified Development Code Section 21.4.15.G, in the amount equal to one hundred eighty

three thousand seven hundred one dollars and twenty five cents (\$183,701.25) in order to secure Developer's satisfaction of the requirements in Sections 2.1-2.3 above with respect to such incomplete Park Improvements related to The Parklands Subdivision Unit 2.

2.7 Both parties agree that Exhibit "D", depending on the Phase or Unit (as such terms are described in Exhibit D), may over compensate or under compensate the Fee Credit (\$650 per lot) for that particular Phase, but the total for all Phases, equals to the value of the Total Fee Credits for all Units and therefore fully satisfy the Total Park Fees for the Parklands. Any future revision by the City of the City's Parkland Dedication Fee or parkland dedication requirements in the UDC shall not alter the terms of this Agreement or otherwise be applicable to the Parklands.

2.8 The City shall allow Developer to record Plats for The Parklands Unit 1 and Parklands Unit 2 upon execution of this agreement by the parties and either: (i) the City's acceptance of the public improvements required by the City as a condition precedent to plat recordation with respect to the Plat to be recorded; or (ii) Developer's provision of a surety for any public improvements required by the City as a condition precedent to plat recordation that remain incomplete (including any Parkland Improvements, which Surety shall be in accordance with Sections 2.5-2.6 above). Further, the City agrees that any surety provided hereunder shall satisfy any of Developer's Parkland dedication requirements applicable to the respective plat until such time as the Parklands within The Parklands Subdivision Unit 3 Plat can be dedicated, thereby also satisfying Developer's Parkland fee payment obligations in connection therewith.

2.9 Upon Developer's completion of the Parkland Improvements the City agrees to inspect the improvements and identify any required changes to cause the Park Improvements to be completed in accordance with the approved plans and specifications. At such time as the City is satisfied with Developer's completion of the Park Improvements and Developers provision of a warranty bond for the respective improvements, the City shall:

- (i) Accept the Park Improvements and Parkland dedication; and
- (ii) Record the Parkland Deed; and
- (iii) Issue a letter to Developer evidencing the City's approval and acceptance of the Park Improvements and Developer's full and final satisfaction of this Agreement; and
- (iv) Within 30 days of issuance of the letter of approval and acceptance, release any Surety provided in connection with the accepted Park Improvements.

2.10 In the event Developer fails to fully complete construction of the Park Improvements within 6 years of the Final Plat Recordation of The Parklands Subdivision Unit 1, in the manner prescribed herein, the City may declare this Agreement to be in default and at the City's sole discretion:

- (i) Require that all Improvements be installed by Developer regardless of the extent of completion of the improvements on the Property at the time the Agreement is declared to be in default;
  - (ii) Unilaterally draw from the Surety sufficient amount to complete the Improvements itself or through a third party; or
  - (iii) Assign the Surety to any third party, including a subsequent owner of the Property, provided that such Improvements Funds shall only be assigned for the purpose of causing the construction of the Park Improvements by such third party and for no other purpose and in exchange for the subsequent owner's agreement and posting of security to complete the Park Improvements.
  - (iv) Withdraw a lump sum payment from the Surety at the rate of \$1,000 per platted buildable lot (\$350 for parkland dedication and \$650 for park improvements) to be accepted by the City as a fee-in-lieu of parkland dedication and improvement. Any remaining surety would be released by the City.
3. Approval of Agreement. The City has approved the execution and delivery of this Agreement pursuant to Section 21.4.15(C.) (2.) of the City's Unified Development Code, and the Developer represents and warrants that it has taken all necessary action to authorize its execution and delivery of this Agreement.
  4. Governmental Immunity. The City does not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, Councilmembers, and agents as a result of the execution of this Agreement and the performance of the covenants and actions contained herein
  5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns, and the terms hereof shall run with the Property.
  6. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.
  7. Integration. This Agreement is the complete agreement between the parties as to the subject matter hereof and cannot be varied except by the written agreement of the Developer and the City. The Developer and the City each agrees that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.
  8. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered three (3) days after such notice is deposited in the United States mail, postage fully prepaid, registered or certified mail return receipt requested, and addressed to the intended recipient at the address shown herein. Any address for notice may be changed by written notice delivered as provided herein. All notices hereunder shall be in writing and served as follows:

GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202099030281 PAGE: 17 OF 58

If to the Developer:

ROLLING HILLS RANCH DEVELOPMENT LTD  
1616 Calle Del Norte #48  
Laredo, Texas 78041  
Attention: William Alston

With copy to:

DENTON COMMUNITIES  
11 Lynn Batts Lane #100  
San Antonio, Texas 78218  
Attention: Eugene Patillo

If to the City:

CITY OF SCHERTZ  
1400 Schertz Parkway  
Schertz, Texas 78154  
Attention: City Manager

With copy to:

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

9. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, such unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
10. Recitals: Exhibits. Any recitals in this Agreement are represented by the parties hereto to be accurate, constitute a part of the parties' substantive agreement, and are fully incorporated herein as matters of contract and not mere recitals. Further, any exhibits to this Agreement are incorporated herein as matters of contract and not mere exhibits.
11. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to, and shall not be deemed to, create a partnership or joint venture among

the parties.

12. Choice of Law. This Agreement will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue shall be in the State District Courts of Guadalupe County, Texas with respect to any lawsuit arising out of or construing the terms and provisions of this Agreement. No provision of this Agreement shall constitute consent by suit by any party.

Exhibits List:

Exhibit A – Metes and bounds for the Parklands Subdivision  
Exhibit B – The Parklands Master Development Plan  
Exhibit C – Itemized improvements cost and graphic  
Exhibit D – Phased Value Improvements  
Exhibit E – Park Deed

*[ Signatures and acknowledgments on the following pages ]*

**Signature Page to**  
**Parkland Improvement Agreement**

This Parkland Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Developer:

**ROLLING HILLS RANCH DEVELOPMENT LTD**

By: *William W Alston*  
Name: WILLIAM W ALSTON  
Title: MANAGER  
Date: 12/06/17

THE STATE OF TEXAS           §  
  §  
COUNTY OF Bexar           §

This instrument was acknowledged before me on the 6<sup>th</sup> day of Dec, 2017 2015 by William Alston, the Manager of Rolling Hills Ranch Development Ltd., on behalf of said limited liability company.

(SEAL)



*Maria Cortez Trevino*  
Notary Public in and for  
The State of Texas

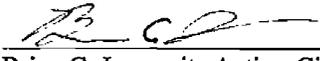
My Commission Expires: 5/18/2020

**Signature Page to**  
**Parkland Improvement Agreement**

This Parkland Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

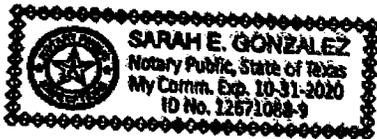
**CITY OF SCHERTZ,**  
a Texas municipal corporation

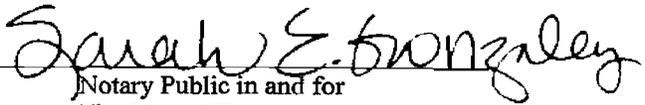
By:   
Name: Brian C. James, its Acting City Manager  
Date: 2-5-18

THE STATE OF TEXAS           §  
  §  
COUNTY OF GUADALUPE       §

This instrument was acknowledged before me on the 5 day of February, 2018 by Brian C. James, Acting City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)



  
Notary Public in and for  
The State of Texas

My Commission Expires: 10/31/2020

Exhibit A

STATE OF TEXAS  
 COUNTY OF GUADALUPE

194.56 ACRES

Field notes for a 194.56 acre tract of land out of the John Noyes Survey No. 259, Abstract No. 253, Guadalupe County, Texas and out of the Carrol M. Gahogan, Jr. Survey Number 25, Abstract Number 142, Guadalupe County, Texas. Said 194.56 acre tract of land being comprised of the following tracts: Tract I being described as a 49.4 acre tract in a deed from Hugo Zuercher and wife, Elisa Zuercher to Elsa Zuercher and husband Eugene Proboese, recorded in Volume 338, Pages 6-8 of the Deed Records of Guadalupe County, Texas; Tract II being a 10.133 acre tract as described in a deed to Edick James Roberson; Tract III being 47.70 acre of land out of a called 60.80 acre tract as described in a deed to James W. Roberson, Jr. recorded in Volume 1077, Page 65 of the Official Public Records of Guadalupe County, Texas; Tract IV being 35.80 acres of land in a deed to Sherle Lee Brumfield Waters and Michael Alton Brumfield, recorded in Volume 1265, Page 176 of the Official Public Records of Guadalupe County, Texas. And Tract V being a 60.80 acre tract of land as described in a deed to Lola Deanna Smith, recorded in Volume 1077, Page 69 of the Official Public Records of Guadalupe County, Texas. Said 194.56 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a one half inch steel pin found on the Southeast line of Proboese Road (County Road 376D) for the north corner of this tract same being the north corner of a 49.4 acre tract as described in a deed from Hugo Zuercher and wife, Elisa Zuercher to Elsa Zuercher and husband Eugene Proboese, recorded in Volume 338, Pages 6-8 of the Deed Records of Guadalupe County, Texas, said point also being the west corner of a 3.164 acre tract.

**THENCE** with the east line of this tract, South 24° 42' 28" East, a distance of 208.79 feet to a one half inch steel pin found for the south corner of the aforesaid 3.164 acre tract and being the west corner of a 5.00 as described in a to Jo Ann Brumfield, recorded in Volume 1050, Page 448 of the Official Public Records of Guadalupe County, Texas.

**THENCE** continuing with the east line of this tract, South 24° 53' 11" East, a distance of 330.25 feet to a one half inch steel pin found for the south corner of the aforesaid 5.00 acre tract.

**THENCE** with the south line of the aforesaid 5.00 acre tract, North 64° 28' 13" East, a distance of 660.12 feet to a one half inch steel pin found for a corner of this tract and being on the west line of a called 10.00 acre tract.

**THENCE** with the west line of said 10.00 acre tract, South 24° 57' 42" East, a distance of 250.59 feet to a one half inch steel pin found for a corner of this tract and being the south corner of the aforesaid 10.00 acre tract.

**THENCE** with the south line of said 10.00 acre tract, North 64° 21' 41" East, a distance of 552.60 feet to a one half inch steel pin found for a 10.00 acre tract as described in a deed to Michael Alton Brumfield, recorded in Volume 1262, Page 233 of the Official Records of Guadalupe County, Texas.

**THENCE** with the south line of Michael Brumfield's 10.00 acres, North 64° 17' 41" East, a distance of 554.57 feet to a one half inch steel pin found for a the east corner of the aforesaid 10.00 acre tract and being on the west line of a 60.80 acre tract as described in a deed to Lola Deanna Smith, recorded in Volume 1077, Page 69 of the Official Public Records of Guadalupe County, Texas.

THENCE with the west line of said 60.80 acre tract, North 25° 09' 47" West, a distance of 787.29 feet to a one half inch steel pin found on the south right-of-way line of Forbes Road (County Road 376D).

THENCE along the south right-of-way line of Forbes Road, North 64° 27' 49" East, a distance of 1100.66 feet to a one half inch steel pin found for the north corner of the said 60.80 acre tract.

THENCE with the east line of said 60.80 acre tract the following three calls; South 24° 35' 18" East, a distance of 916.17 feet to a one half inch steel pin found; North 54° 13' 09" East, a distance of 1024.08 feet to a one half inch steel pin found and South 24° 42' 57" East, a distance of 968.40 feet to a one half inch steel pin found for the east corner of this tract and being the east corner of the 60.80 acre tract.

THENCE with the south line of the 60.80 acre tract, South 66° 50' 26" West, a distance of 2092.08 feet to a one half inch steel pin found for the west corner of a 60.80 acre tract as described in a deed recorded in Volume 1064, Page 115 of the Deed Records of Guadalupe County, Texas.

THENCE with the west line of the 60.80 acre tract, South 25° 21' 48" East, a distance of 1392.80 feet to a one half inch steel pin found for the southern most east corner of this tract.

THENCE with the southeast line of this tract, South 60° 18' 11" West, a distance of 92.89 feet to a one half inch steel pin found and South 60° 31' 52" West, a distance of 565.99 feet to a one half inch steel pin found for the south corner of a 10.133 acre tract.

THENCE with the west line of the 10.133 acre tract, North 29° 27' 40" West, a distance of 489.45 feet to a one half inch steel pin set.

THENCE with the southeast line of this tract, South 60° 35' 01" West, a distance of 1087.65 feet to a one half inch steel pin set on the west line of a 60.80 acre tract.

THENCE with the west line of the 60.80 acre tract, North 25° 04' 06" West, a distance of 441.48 feet to a one half inch steel pin set and North 25° 05' 20" West, a distance of 625.48 feet to a one half inch steel pin found for the east corner of the aforesaid 49.4 acre tract.

THENCE with the south line of the 49.4 acre tract, South 64° 05' 47" West, a distance of 1364.14 feet to a fence corner post for the southwest corner of this tract.

THENCE with the west line of this tract and being on the east line of Eckart Road, North 25° 29' 19" West, a distance of 1562.62 to a fence corner post and North 31° 47' 56" East, a distance of 25.80 feet to a fence corner post and North 64° 19' 50" East, a distance of 1360.11 feet to the point of BEGINNING.

I, Jerry D. Wilke, Jr., hereby certify that these field notes were prepared from an on the ground survey prepared under my direction and supervision.

*Jerry D. Wilke, Jr.*  
Jerry D. Wilke, Jr.  
Registered Professional  
Land Surveyor No. 4724



EXHIBIT "A"  
Page 2 of 2



Exhibit C.1

PARKLANDS PARK AGREEMENT BUDGET

	ITEM	COST	NOTES
Improvements Component	Sport Court	\$42,000	No fence around, concrete slab
	Playscape & Surrounding	\$70,000	Includes with cover & ADA
	Pavilion, slab	\$42,000	Excludes trash cans, tables, water fountain
	Playing Field w/ goals	\$10,000	Just goals & paint- all else covered in grading & land./ Irr.
	Landscape, Irrigation, Meters	\$95,000	Permanent Irrigation
	10' Sidewalk (2,205 LF at \$4.50 psf)	\$99,225	
	Grading	\$50,000	
	<del>Improvements component sum</del>	<del>\$408,225</del>	
	Required Improvements components sum per Schertz @ \$650 per lot	\$328,250	

Land Component	Land Price (5 Ac. @ \$1psf - entitled w/ utilities to site)	\$217,800
	<del>Land component sum</del>	<del>\$217,800</del>
	Required Land Component sum per Schertz @ \$350 per lot	\$176,750

<b>TOTAL (Improvements &amp; Land Components)</b>	<b>\$626,025</b>
---	------------------

(Total # of Lots in Parklands is 505)

Exhibit C.2

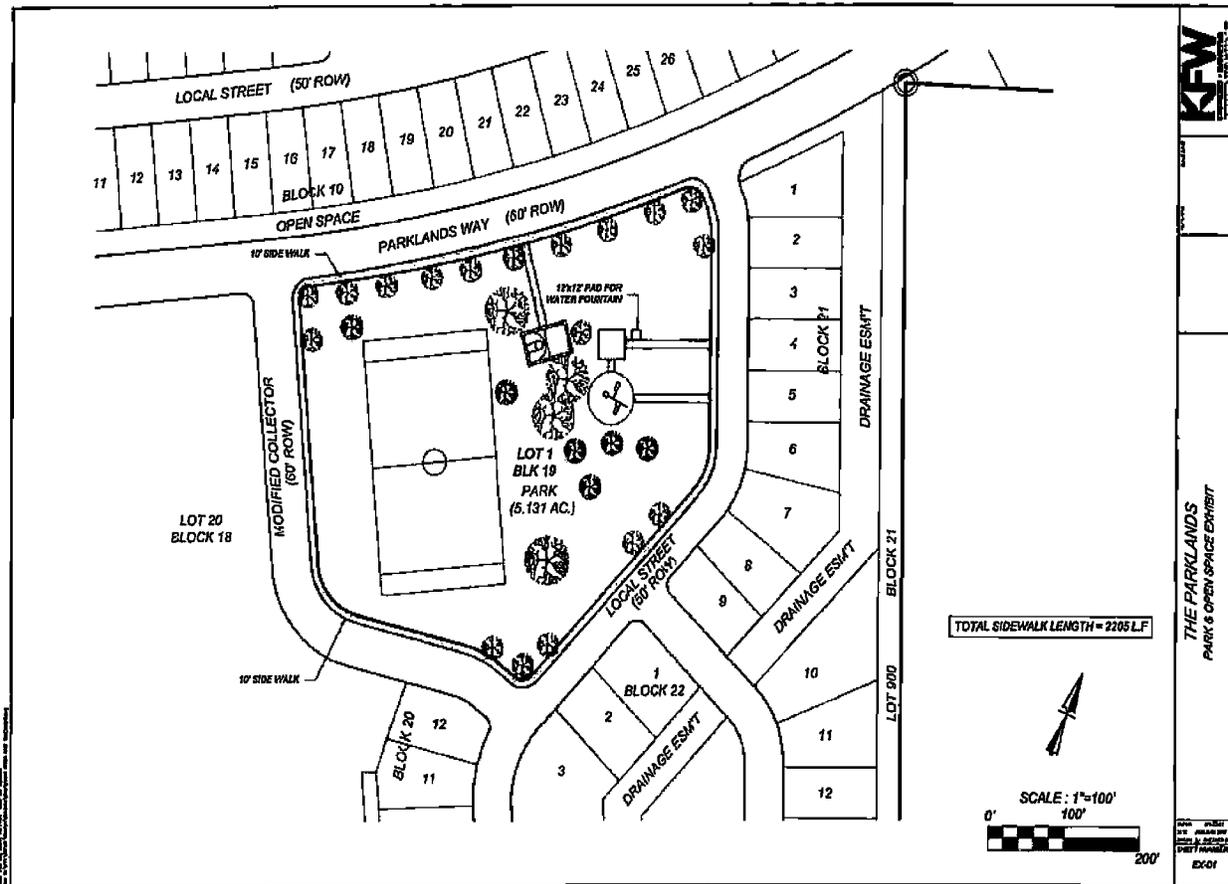


Exhibit D

PHASED VALUE OF IMPROVEMENTS  
The Parklands Subdivision

Unit & Lot Count	Description	Amount	Notes
Unit 1 - 113 Lots (27%)	Improvements Portion	\$110,220.75	1. Total # of Lots for Units 1-3 is 415 2. Total # of Lots in Parklands is 505 3. Park Improvements to be completed with Unit 3
	Surety Amount @ 125%	\$137,775.94	
Unit 2 - 150 Lots (36%)	Improvements Portion	\$146,961.00	
	Surety Amount @ 125%	\$183,701.25	
Unit 3 - 152 Lots (37%)	Improvements Portion	\$151,043.25	
	Surety Amount @ 125%	\$188,804.06	
Unit 4 - 90 Lots	Improvements Portion	\$0.00	
	Surety Amount @ 125%	\$0.00	
<b>Grand Total for Improvements Components</b>		<b>\$408,225.00</b>	



GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202099030281 PAGE: 28 OF 58

and conveyances, that affect the property; any discrepancies, conflicts, or shortages in area or boundary lines; and taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

**GRANTOR:**  
Rolling Hills Ranch Development Ltd

By: *William Alston*  
Name: William Alston  
Title: *MANAGER*

**ACKNOWLEDGMENT**

STATE OF TEXAS                    §  
  §  
COUNTY OF *Bexar*            §

This Special Warranty Deed was acknowledged before me on the *6<sup>th</sup>* day of *December*, *2017*, ~~2018~~, by *William Alston*, *Manager* of ROLLING HILLS RANCH DEVELOPMENT LTD, A Texas limited company on behalf of said limited company.



*[Signature]*  
Notary Public, State of Texas

GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202099030281 PAGE: 29 OF 58

ACCEPTED:

THE CITY OF SCHERTZ

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGMENT

STATE OF TEXAS            §  
  §  
COUNTY OF GUADALUPE   §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2018, by John Kessel, City Manager of the City of Schertz, a Texas Municipal Corporation, P behalf of said Municipal Corporation.

\_\_\_\_\_  
Notary Public, State of Texas

After Recording Return To:  
City Secretary  
1400 Schertz Parkway  
Schertz, Texas 78154



Post Office Box 1600  
San Antonio, Texas 78286-1600

**IRREVOCABLE STANDBY LETTER OF CREDIT NO. 28010-SA**

Date: January 19, 2018

Expiration Date: January 19, 2019

**Beneficiary:**  
City of Schertz  
1400 Schertz Parkway, Building #1  
Schertz, Texas 78154  
Attn: City Manager

**Applicant:**  
Parklands Units 1 & 2, Ltd.  
11 Lynn Batts Lane, Suite 100  
San Antonio, Texas 78218

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit No. 28010-SA in your favor up to the aggregate amount of US\$137,775.94 (One Hundred Thirty Seven Thousand Seven Hundred Seventy Five and 94/100 United States Dollars) ("Stated Amount") available by draft(s) drawn on us at sight, marked "Drawn under Irrevocable Standby Letter of Credit No. 28010-SA of Frost Bank, San Antonio, Texas" accompanied by the following:

1. Beneficiary's written statement purportedly signed by its authorized representative reading as follows: "The undersigned is an authorized representative of the City of Schertz (hereinafter "Beneficiary") and has the authority to make any one of the following statements. 1) Parklands Units 1 & 2, Ltd. (hereinafter "Applicant") has provided security on behalf of Rolling Hills Ranch, Ltd. for the Parkland Improvement Agreement for The Parklands Units 1 & 2, as entered into by and between Rolling Hills Ranch Development, Ltd. and the City of Schertz, Texas, a Texas Municipal Corporation (hereinafter the "Agreement"); 2) Rolling Hills Ranch, Ltd. has failed to perform in accordance with the terms and conditions of the Agreement; and 3) Beneficiary is entitled to the amount of [insert amount] under Frost Bank Irrevocable Standby Letter of Credit No. 28010-SA."

OR

"The undersigned is an authorized representative of the City of Schertz (hereinafter "Beneficiary") and has the authority to make any one of the following statements. 1) Beneficiary has received notice from Frost Bank that Standby Letter of Credit No. 28010-SA will not be extended beyond its current expiration date and Beneficiary has not received an acceptable replacement Letter of Credit or suitable Security from Applicant and 2) Beneficiary is therefore entitled to the amount of [insert amount] under Frost Bank Irrevocable Standby Letter of Credit No. 28010-SA."



Post Office Box 1600  
San Antonio, Texas 78296-1600

*Page two, which forms an integral part of Letter of Credit No. 28010-SA*

2. This original Letter of Credit and any amendments thereto (if any).

**Special Conditions:**

1. Partial and multiple drawings are permitted however the aggregate amount of all drawings may not exceed the Stated Amount. In the event of a partial drawing, the original Letter of Credit will be endorsed and returned to you, unless the Letter of Credit has expired or the amount available has been reduced to zero.
2. It is a condition of this Letter of Credit that it shall be automatically extended without amendment for an additional period of one year from the current expiration date and each future expiration date, unless and until you have been notified by us in writing by registered mail or overnight courier, not less than one hundred eighty (180) days before the expiration date, with a copy to Denton Navarro Rocha Bernal & Zech, P.C., 2517 N. Main Avenue, San Antonio, Texas 78212, Attention: T. Daniel Santee, that we elect not to extend this Letter of Credit.
3. This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement referred to herein or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement, it being understood that any reference to any such document, instrument or agreement is for informational purposes only.
4. Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of Frost Bank under this Letter of Credit is the individual obligation of Frost Bank, and is in no way contingent upon reimbursement with respect thereto.
5. If, prior to the expiration date, the Applicant's obligation to you has been fulfilled and you no longer require this Letter of Credit, we kindly request that you return the original Letter of Credit and all original amendments (if any), together with your signed letter, giving us your consent to close the Letter of Credit. The Letter of Credit and your letter should be returned to Frost Bank at the address listed below.



Post Office Box 1600  
San Antonio, Texas 78296-1600

*Page three, which forms an integral part of Letter of Credit No. 28010-SA*

6. All issuing bank fees shall be for the account of the Applicant.

We hereby engage with you that documents drawn under and in compliance with the terms of this Irrevocable Standby Letter of Credit will be duly honored if presented for payment to Frost Bank, 100 West Houston Street, San Antonio, Texas 78205, Attention: Letter of Credit Department, T-ST prior to 4:00 p.m. Central Time on or before the expiration date of this Letter of Credit.

This Letter of Credit is subject to the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 ("ISP98"), in effect on the date this Letter of Credit is issued, and as to matters not addressed by ISP98 is subject to and governed by Texas State Law and applicable U.S. Federal Law.

Frost Bank

  
Rosalinda M. Soriano, Asst. Vice President

→ City of Schertz  
1400 Schertz Pkwy Bldg 1  
Attn Planning  
Schertz TX 78154

201899005266  
I certify this instrument was FILED and RECORDED  
in the OFFICIAL PUBLIC RECORDS  
of Guadalupe County, Texas on  
03/12/2018 10:22:42 AM PAGES: 20 COURTNEY  
TERESA KIEL, COUNTY CLERK





**Exhibit B**

STATE OF TEXAS  
 COUNTY OF GUADALUPE

**194.56 ACRES**

Field notes for a 194.56 acre tract of land out of the John Noyes Survey No. 269, Abstract No. 253, Guadalupe County, Texas and out of the Carrol M. Gahogan, Jr. Survey Number 25, Abstract Number 142, Guadalupe County, Texas. Said 194.56 acre tract of land being comprised of the following tracts: Tract I being described as a 49.4 acre tract in a deed from Hugo Zuercher and wife, Eliza Zuercher to Eliza Zuercher and husband Eugene Froboese, recorded in Volume 338, Pages 6-8 of the Deed Records of Guadalupe County, Texas; Tract II being a 10.183 acre tract as described in a deed to Erick James Roberson; Tract III being 47.70 acre of land out of a called 60.80 acre tract as described in a deed to James W. Roberson, Jr. recorded in Volume 1077, Page 65 of the Official Public Records of Guadalupe County, Texas; Tract IV being 35.80 acres of land in a deed to Sherle Lee Brumfield Waters and Michael Alton Brumfield, recorded in Volume 1266, Page 176 of the Official Public Records of Guadalupe County, Texas. And Tract V being a 60.80 acre tract of land as described in a deed to Iola Deanna Smith, recorded in Volume 1077, Page 69 of the Official Public Records of Guadalupe County, Texas. Said 194.56 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a one half inch steel pin found on the Southeast line of Froboese Road (County Road 376D) for the north corner of this tract same being the north corner of a 49.4 acre tract as described in a deed from Hugo Zuercher and wife, Eliza Zuercher to Eliza Zuercher and husband Eugene Froboese, recorded in Volume 338, Pages 6-8 of the Deed Records of Guadalupe County, Texas, Said point also being the west corner of a 3.164 acre tract.

**THENCE** with the east line of this tract, South 24° 42' 28" East, a distance of 208.79 feet to a one half inch steel pin found for the south corner of the aforesaid 3.164 acre tract and being the west corner of a 5.00 as described in a to Jo Ann Brumfield, recorded in Volume 1050, Page 448 of the Official Public Records of Guadalupe County, Texas.

**THENCE** continuing with the east line of this tract, South 24° 53' 11" East, a distance of 330.25 feet to a one half inch steel pin found for the south corner of the aforesaid 5.00 acre tract.

**THENCE** with the south line of the aforesaid 5.00 acre tract, North 64° 28' 13" East, a distance of 660.12 feet to a one half inch steel pin found for a corner of this tract and being on the west line of a called 10.00 acre tract.

**THENCE** with the west line of said 10.00 acre tract, South 24° 57' 42" East, a distance of 250.89 feet to a one half inch steel pin found for a corner of this tract and being the south corner of the aforesaid 10.00 acre tract.

**THENCE** with the south line of said 10.00 acre tract, North 64° 21' 41" East, a distance of 552.60 feet to a one half inch steel pin found for a 10.00 acre tract as described in a deed to Michael Alton Brumfield, recorded in Volume 1262, Page 233 of the Official Records of Guadalupe County, Texas.

**THENCE** with the south line of Michael Brumfield's 10.00 acres, North 64° 17' 41" East, a distance of 554.57 feet to a one half inch steel pin found for a the east corner of the aforesaid 10.00 acre tract and being on the west line of a 60.80 acre tract as described in a deed to Iola Deanna Smith, recorded in Volume 1077, Page 69 of the Official Public Records of Guadalupe County, Texas.

THENCE with the west line of said 60.80 acre tract, North 25° 09' 47" West, a distance of 787.29 feet to a one half inch steel pin found on the south right-of-way line of Forbes Road (County Road 376D).

THENCE along the south right-of-way line of Forbes Road, North 64° 27' 49" East, a distance of 1100.56 feet to a one half inch steel pin found for the north corner of the said 60.80 acre tract.

THENCE with the east line of said 60.80 acre tract the following three calls; South 24° 38' 18" East, a distance of 915.17 feet to a one half inch steel pin found; North 54° 13' 09" East, a distance of 1024.08 feet to a one half inch steel pin found and South 24° 42' 57" East, a distance of 968.40 feet to a one half inch steel pin found for the east corner of this tract and being the east corner of the 60.80 acre tract.

THENCE with the south line of the 60.80 acre tract, South 66° 50' 26" West, a distance of 2092.08 feet to a one half inch steel pin found for the west corner of a 50.80 acre tract as described in a deed recorded in Volume 1064, Page 115 of the Deed Records of Guadalupe County, Texas.

THENCE with the west line of the 50.80 acre tract, South 25° 21' 48" East, a distance of 1392.88 feet to a one half inch steel pin found for the southern most east corner of this tract.

THENCE with the southeast line of this tract, South 60° 18' 11" West, a distance of 92.89 feet to a one half inch steel pin found and South 60° 31' 32" West, a distance of 565.99 feet to a one half inch steel pin found for the south corner of a 10.133 acre tract.

THENCE with the west line of the 10.133 acre tract, North 29° 27' 40" West, a distance of 489.45 feet to a one half inch steel pin set.

THENCE with the southeast line of this tract, South 60° 35' 01" West, a distance of 1087.65 feet to a one half inch steel pin set on the west line of a 60.80 acre tract.

THENCE with the west line of the 60.80 acre tract, North 25° 04' 06" West, a distance of 441.48 feet to a one half inch steel pin set and North 25° 05' 20" West, a distance of 625.48 feet to a one half inch steel pin found for the east corner of the aforesaid 49.4 acre tract.

THENCE with the south line of the 49.4 acre tract, South 64° 05' 47" West, a distance of 1364.14 feet to a fence corner post for the southwest corner of this tract.

THENCE with the west line of this tract and being on the east line of Eckart Road, North 25° 29' 19" West, a distance of 1562.62 to a fence corner post and North 31° 47' 56" East, a distance of 25.80 feet to a fence corner post and North 64° 19' 50" East, a distance of 1360.11 feet to the point of BEGINNING.

I, Jerry D. Wilks, Jr., hereby certify that these field notes were prepared from an on the ground survey prepared under my direction and supervision.

*Jerry D. Wilks, Jr.*  
Jerry D. Wilks, Jr.  
Registered Professional  
Land Surveyor No. 4724

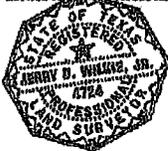


EXHIBIT "A"  
Page 2 of 2



**Exhibit D**



**FIELD NOTES  
FOR  
A 60.80 ACRE TRACT**

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

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

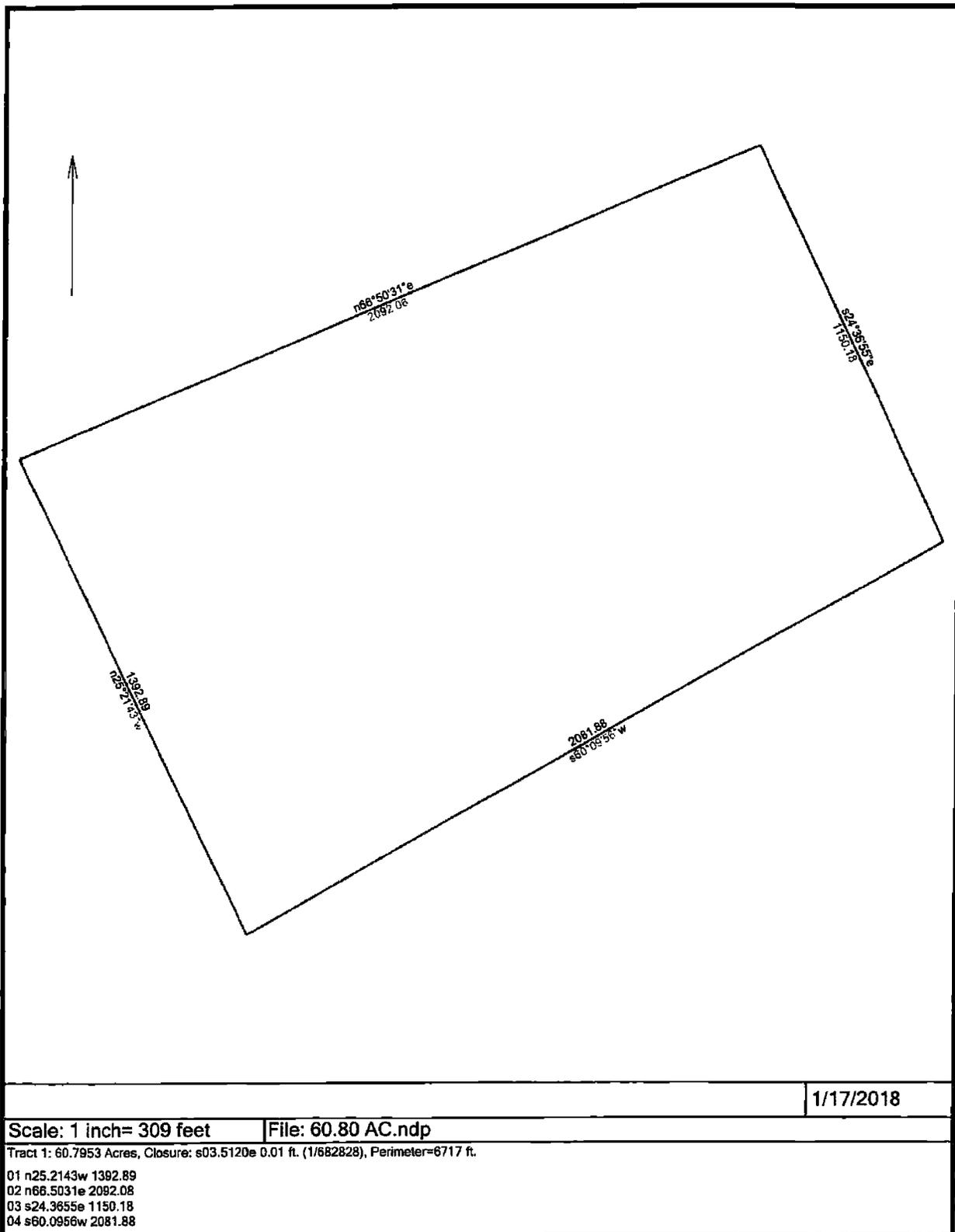
**THENCE:** Along and with the common lines of the 194.56 acre tract, the remaining portion of the 50.800 acre tract and the 10.01 acre tract, the following two (2) courses:

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

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

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

Job No.: 17-132  
 Prepared by: KFW Surveying  
 Date: January 12, 2018  
 File: S:\Draw 2017\17-132 6670 Pinder Tract\DOCS\ Field Notes 60.80 AC.doc



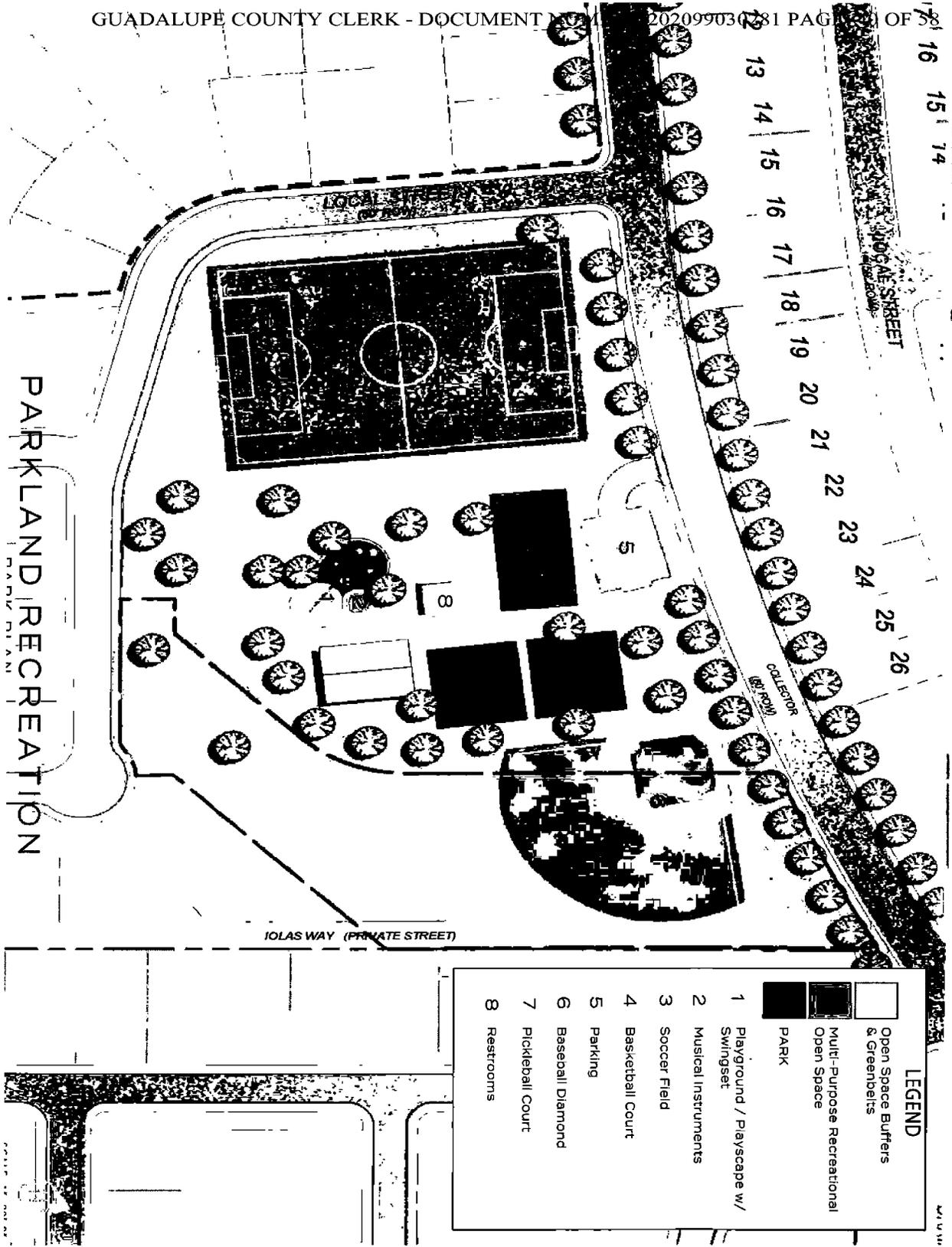


**Exhibit F**

**Parkland Improvement Budget: Parklands & Parklands II**

Item	Dollar Amount (\$)	Notes
Soccer Goals	5,000	Just soccer goals, any grading is included in grading line item
Pavilion	35,000	24' x 24' metal pavilion
Sport Court	60,000	30' x 70', no lights, modified full court
Playscape & Swingsset	80,000	\$56,629 plus curb (estimated)
Musical Instruments	15,000	\$10,508 plus concrete slab (estimated)
Back-stop	5,000	parts and install, any grading is included in grading line item
4 Pickleball Courts	65,000	4 courts equal one tennis court, no lights
Parking Lot	50,000	lump sum
Spine Sidewalk	45,000	10' wide at 675 lf
Grading	50,000	lump sum
Restroom Facility	86,600	lump sum; water, wastewater, and electrical service to restroom included
<b>Total</b>	<b>496,600</b>	

Parklands Improvement Cost Obligation @ \$650/lot, 550 lots	5357,500
Parklands II Improvement Cost Obligation @ \$650/lot, 214 lots	\$139,100
<b>Total Improvement Cost Obligation</b>	<b>\$496,600</b>



PARKLAND RECREATION

LEGEND	
	Open Space Buffers & Greenbelts
	Multi-Purpose Recreational Open Space
	PARK
1	Playground / Playscape w/ Swingset
2	Musical Instruments
3	Soccer Field
4	Basketball Court
5	Parking
6	Baseball Diamond
7	Pickleball Court
8	Restrooms

**PHASED VALUE OF IMPROVEMENTS  
 THE PARKLANDS SUBDIVISION**

Units and Lot Count	Description	Amount	Notes
<b>Parklands Subdivision - 550 lots</b>	<b>Total Improvements Cost Obligation</b>	<b>\$357,590.00</b>	1. Total number of Lots in Parklands is 550
	<b>Total Surety Amount at 125%</b>	<b>\$446,875.00</b>	2. School Site is assumed to have 54 lots for the purposes of this agreement
<b>Collected Improvement Cost Obligations</b>			
<b>Unit 1 - 113 Lots</b>	Improvements Cost Obligation	\$110,220.75	3. Total number of Lots in Units 2A-2B is 150
(Collected under terms of Prior Parkland Improvement Agreement)	Surety Amount at 125%	\$137,775.94	4. Park Improvements construction to be completed with construction of Unit 3A
<b>Collected Subtotal - 113 lots</b>	<b>Collected Subtotal Improvements Cost Obligation</b>	<b>\$110,220.75</b>	5. Unit 1 Surety already collected by City under the terms of the Prior Parkland Improvement Agreement
	<b>Collected Subtotal Surety Amount at 125%</b>	<b>\$137,775.94</b>	6. Remaining Total Improvements Cost Obligation calculated as the remainder of the Collected Subtotal Improvements
<b>Remaining Improvement Cost Obligations</b>			Cost Obligation subtracted from the Total Improvements Cost Obligation, rather than \$650 per lot for the remaining 437 lots
<b>Unit 2A - 136 lots (91% of units prior to improvement construction)</b>	Improvements Cost Obligation	\$225,024.12	
	Surety Amount at 125%	\$281,280.15	
<b>Unit 2B - 14 lots (9% of units prior to improvement construction)</b>	Improvements Cost Obligation	\$22,255.13	
	Surety Amount at 125%	\$27,818.92	
<b>Unit 3A - 36 lots</b>	Improvements Cost Obligation	\$0.00	
	Surety Amount at 125%	\$0.00	
<b>Unit 3B - 107 lots</b>	Improvements Cost Obligation	\$0.00	
	Surety Amount at 125%	\$0.00	
<b>Unit 4 - 90 lots</b>	Improvements Cost Obligation	\$0.00	
	Surety Amount at 125%	\$0.00	
<b>School Site - 54 lots</b>	Improvements Cost Obligation	\$0.00	
(School Site converted to lots for the purposes of this agreement)	Surety Amount at 125%	\$0.00	
<b>Remaining Total - 437 lots</b>	<b>Remaining Total Improvements Cost Obligation (see Note 6)</b>	<b>\$247,779.25</b>	
	<b>Remaining Total Surety Amount at 125%</b>	<b>\$309,099.06</b>	

PHASED VALUE OF IMPROVEMENTS

THE PARKLANDS II SUBDIVISION

Units and Lot Count	Description	Amount	Notes
Unit 1 - 72 lots (100% of units prior to improvement construction)	Improvements Portion of Cost Obligation Surety Amount at 125%	\$139,100.00 \$173,875.00	1. Park Improvements construction to be completed with construction of Unit 2
Unit 2 - 33 lots	Improvements Portion of Cost Obligation Surety Amount at 125%	\$0.00 \$0.00	
Unit 3 - 46 lots	Improvements Portion of Cost Obligation Surety Amount at 125%	\$0.00 \$0.00	
Unit 4 - 63 lots	Improvements Portion of Cost Obligation Surety Amount at 125%	\$0.00 \$0.00	
<b>Total 214 lots</b>	<b>Total Improvements Cost Obligation</b> <b>Total Surety Amount at 125%</b>	<b>\$139,100.00</b> <b>\$173,875.00</b>	

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7  
M

CHICAGO TITLE Co. 200511353 VEJ

Exhibit H

VOL 2260 PG 0355

06-00536

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

### Special Warranty Deed

**Date:** December 7, 2005

**Grantors:** Blackrock Holdings, L.P., a Texas limited partnership

**Grantor's Mailing Address:** 16845 Blanco Road #206C  
San Antonio, Bexar County, Texas 78232

**Grantee:** Rolling Hills Ranch Development, Ltd.

**Grantee's Mailing Address:** 1616 Calle Del Norte, #48  
Laredo, Webb County, Texas 78041

**Consideration:** Ten and No/100 Dollars (\$10.00), other good and valuable consideration.

**Property (including any improvements):**

**BEING:** A 194.56 acre tract of land out of John Noyes Survey Number 259, Abstract Number 253, Guadalupe county, Texas, more fully described in Exhibit "A" attached hereto and incorporated herein by reference.

**Reservations from and Exceptions to Conveyance and Warranty:**

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; taxes for 2005, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's

GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202099030281 PAGE: 44 OF 58

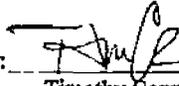
**VOL2260 PBO356**

heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Warranty.

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

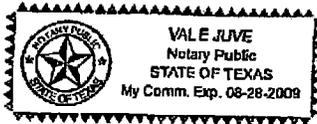
**Blackrock Holdings, L.P., a Texas limited partnership**

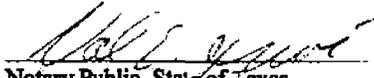
By: **Griffin Holdings, LLC, a Texas limited liability company, its general partner**

By:   
Timothy Connor, Manager

STATE OF TEXAS \*  
\*  
COUNTY OF BEXAR \*

This instrument was acknowledged before me on this <sup>8th</sup> ~~7th~~ day of December, 2005, by Timothy Connor, Manager of Griffin Holdings, LLC in its capacity as General Partner of Blackrock Holdings, L.P.



  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**  
Rolling Hills Ranch Development, Ltd.  
1616 Calle Del Norte, #48  
Laredo, Texas 78041

GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202099030281 PAGE: 45 OF 58

STATE OF TEXAS  
 COUNTY OF GUADALUPE

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194.56 ACRES

Field notes for a 194.56 acre tract of land out of the John Noyes Survey No. 259, Abstract No. 253, Guadalupe County, Texas and out of the Carrol M. Gahogan, Jr. Survey Number 25, Abstract Number 142, Guadalupe County, Texas. Said 194.56 acre tract of land being comprised of the following tracts: Tract I being described as a 49.4 acre tract in a deed from Hugo Zuercher and wife, Elisa Zuercher to Elsa Zuercher and husband Eugene Froboese, recorded in Volume 338, Pages 6-8 of the Deed Records of Guadalupe County, Texas; Tract II being a 10.133 acre tract as described in a deed to Erick James Roberson; Tract III being 47.70 acre of land out of a called 60.80 acre tract as described in a deed to James W. Roberson, Jr. recorded in Volume 1077, Page 65 of the Official Public Records of Guadalupe County, Texas; Tract IV being 35.80 acres of land in a deed to Sherie Lee Brumfield Waters and Michael Alton Brumfield, recorded in Volume 1265, Page 176 of the Official Public Records of Guadalupe County, Texas. And Tract V being a 60.80 acre tract of land as described in a deed to Iola Deanna Smith, recorded in Volume 1077, Page 69 of the Official Public Records of Guadalupe County, Texas. Said 194.56 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a one half inch steel pin found on the Southeast line of Froboese Road (County Road 376D) for the north corner of this tract same being the north corner of a 49.4 acre tract as described in a deed from Hugo Zuercher and wife, Elisa Zuercher to Elsa Zuercher and husband Eugene Froboese, recorded in Volume 338, Pages 6-8 of the Deed Records of Guadalupe County, Texas. Said point also being the west corner of a 3.164 acre tract.

**THENCE** with the east line of this tract, South 24° 42' 28" East, a distance of 208.79 feet to a one half inch steel pin found for the south corner of the aforesaid 3.164 acre tract and being the west corner of a 5.00 as described in a to Jo Ann Brumfield, recorded in Volume 1050, Page 448 of the Official Public Records of Guadalupe County, Texas.

**THENCE** continuing with the east line of this tract, South 24° 53' 11" East, a distance of 330.25 feet to a one half inch steel pin found for the south corner of the aforesaid 5.00 acre tract.

**THENCE** with the south line of the aforesaid 5.00 acre tract, North 64° 28' 13" East, a distance of 660.12 feet to a one half inch steel pin found for a corner of this tract and being on the west line of a called 10.00 acre tract.

**THENCE** with the west line of said 10.00 acre tract, South 24° 57' 42" East, a distance of 250.59 feet to a one half inch steel pin found for a corner of this tract and being the south corner of the aforesaid 10.00 acre tract.

**THENCE** with the south line of said 10.00 acre tract, North 64° 21' 41" East, a distance of 552.60 feet to a one half inch steel pin found for a 10.00 acre tract as described in a deed to Michael Alton Brumfield, recorded in Volume 1262, Page 233 of the Official Records of Guadalupe County, Texas.

**THENCE** with the south line of Michael Brumfield's 10.00 acres, North 64° 17' 41" East, a distance of 554.57 feet to a one half inch steel pin found for the east corner of the aforesaid 10.00 acre tract and being on the west line of a 60.80 acre tract as described in a deed to Iola Deanna Smith, recorded in Volume 1077, Page 69 of the Official Public Records of Guadalupe County, Texas.

EXHIBIT "A"  
 Page 1 of 1

*Tue*

VOL2260 PG0358

THENCE with the west line of said 60.80 acre tract, North 25° 09' 47" West, a distance of 787.29 feet to a one half inch steel pin found on the south right-of-way line of Forbes Road (County Road 376D).

THENCE along the south right-of-way line of Forbes Road, North 64° 27' 49" East, a distance of 1100.56 feet to a one half inch steel pin found for the north corner of the said 60.80 acre tract.

THENCE with the east line of said 60.80 acre tract the following three calls; South 24° 35' 18" East, a distance of 915.17 feet to a one half inch steel pin found; North 54° 13' 09" East, a distance of 1024.08 feet to a one half inch steel pin found and South 24° 42' 57" East, a distance of 968.40 feet to a one half inch steel pin found for the east corner of this tract and being the east corner of the 60.80 acre tract.

THENCE with the south line of the 60.80 acre tract, South 66° 50' 25" West, a distance of 2092.08 feet to a one half inch steel pin found for the west corner of a 50.80 acre tract as described in a deed recorded in Volume 1064, Page 115 of the Deed Records of Guadalupe County, Texas.

THENCE with the west line of the 50.80 acre tract, South 25° 21' 48" East, a distance of 1392.89 feet to a one half inch steel pin found for the southern most east corner of this tract.

THENCE with the southeast line of this tract, South 60° 18' 11" West, a distance of 92.39 feet to a one half inch steel pin found and South 60° 31' 52" West, a distance of 565.99 feet to a one half inch steel pin found for the south corner of a 10.133 acre tract.

THENCE with the west line of the 10.133 acre tract, North 29° 27' 40" West, a distance of 489.45 feet to a one half inch steel pin set.

THENCE with the southeast line of this tract, South 60° 35' 01" West, a distance of 1087.65 feet to a one half inch steel pin set on the west line of a 60.80 acre tract.

THENCE with the west line of the 60.80 acre tract, North 25° 04' 06" West, a distance of 441.48 feet to a one half inch steel pin set and North 25° 05' 20" West, a distance of 625.48 feet to a one half inch steel pin found for the east corner of the aforesaid 49.4 acre tract.

THENCE with the south line of the 49.4 acre tract, South 64° 05' 47" West, a distance of 1364.14 feet to a fence corner post for the southwest corner of this tract.

THENCE with the west line of this tract and being on the east line of Bclart Road, North 25° 29' 19" West, a distance of 1562.62 to a fence corner post and North 31° 47' 56" East, a distance of 25.80 feet to a fence corner post and North 64° 19' 50" East, a distance of 1360.11 feet to the point of BEGINNING.

I, Jerry D. Wilke, Jr., hereby certify that these field notes were prepared from an on the ground survey prepared under my direction and supervision.

Jerry D. Wilke, Jr.  
Registered Professional  
Land Surveyor No. 4724



Chicago Insurance Title Co  
270 N Loop 1604 E Ste 100  
San Antonio, TX 78232

FILED FOR RECORD

EXHIBIT "A"  
Page 2 of 216 JAN -9 AM 11:54

STATE OF TEXAS  
COUNTY OF GUADALUPE  
I certify this instrument was FILED on the  
date and at the time stamped thereon and  
was duly recorded in the Official Public  
Records of Guadalupe County, Texas.

CLERK OF COUNTY

Sandra Hoeller



Teresa Kiel  
TERESA KIEL  
Guadalupe County Clerk

Tue

GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202099030281 PAGE: 47 OF 58  
GUADALUPE COUNTY CLERK; DOCUMENT NUMBER: 2016020115 PAGE: 1 OF 12

*12/07/16*

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

**FILED BY  
PRESIDIO TITL  
1-1507466W**

**EFFECTIVE DATE:** August 17, 2016

**GRANTOR:** Rolling Hills Ranch Development, Ltd., a Texas limited partnership

**GRANTOR'S MAILING ADDRESS:** 106 Del Court, Laredo, Webb County, Texas 78041

**GRANTEE:** Parklands Units 1 & 2, Ltd., a Texas limited partnership

**GRANTEE'S MAILING ADDRESS:** 11 Lynn Balls Lane, Suite 100, San Antonio, Bexar County, Texas 78218

**CONSIDERATION:** Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the further consideration of the execution and delivery by Grantee of its Note, of even date herewith ("Note"), in the original principal sum of One Million One Hundred Fifty-One Thousand Dollars (\$1,151,000.00), payable to the order of Grantor as therein provided, and bearing interest as therein specified, the payment of which Note is secured by the vendor's lien herein retained, and is additionally secured by a first lien Deed of Trust, of even date herewith, to Jason Westmoreland, Trustee, for the benefit of Lender.

**PROPERTY (including any improvements):** 57.55 acres, more or less, in Guadalupe County, Texas, described in Exhibit A attached hereto and incorporated herein ("Land"), together with (i) any and all appurtenances pertaining to the Land, including, without limitation, (A) all buildings, fixtures, structures and improvements thereon, if any; (B) any strips or gores between the Land and all abutting properties, (C) all rights of ingress and use (but not the responsibility to maintain, repair, or replace) any roads, alleys, rights-of-way, easements, streets and ways adjacent to or serving the Land, whether surface, subsurface or otherwise, and (D) any land lying in the bed of any street, road, access way or other right-of-way opened or proposed, in front of, at a side of or adjoining the Land, to the centerline of such street, road, access way or other right-of-way; and (ii) any and all governmental or quasi-governmental permits, approvals, authorities, licenses, consents and bonds, if any, of any kind or character pertaining to the Land, including, without limitation, (A) development rights, grandfathered or vested rights and other governmental permits or approvals regarding the development and improvement of the Property; (B) to the extent transferable, all permits, contracts, drainage easements and rights of any kind or character to receive utilities services for the Land; and (C) all other transferable rights, privileges and appurtenances belonging or in any way pertaining to the Land.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

1. Standby fees, taxes and assessments by any taxing authority for the year 2016 (which have been prorated as of the date hereof) and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, the payment of which Grantee assumes.
2. The matters set forth in Exhibit B attached hereto and incorporated herein to the extent same currently exist and affect the Property or any portion thereof.

GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202099030281 PAGE: 48 OF 58  
GUADALUPE COUNTY CLERK DOCUMENT NUMBER: 2016020115 PAGE: 2 OF 12

Grantor, for the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, and Grantee's successors and assigns forever. Grantor hereby binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is made by, through or under Grantor, but not otherwise, except as to the Reservations From and Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until the Note described herein is fully paid according to its terms, at which time this deed shall become absolute.

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

**EXHIBITS:**

Exhibit A - Property Description (57.55 AC)

Exhibit B - Reservations From and Exceptions To Conveyance and Warranty

**[COUNTERPART SIGNATURE PAGES FOLLOW]**

GUADALUPE COUNTY CLERK - DOCUMENT NUMBER 202099030281 PAGE: 49 OF 58  
GUADALUPE COUNTY CLERK DOCUMENT NUMBER: 2016020115 PAGE: 3 OF 12

**COUNTERPART SIGNATURE PAGE TO  
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

**GRANTOR:**

**ROLLING HILLS RANCH DEVELOPMENT, LTD., a Texas  
limited partnership**

**By its Sole General Partner:  
ROLLING HILLS RANCH MANAGEMENT, L.C., a Texas limited  
liability company**

By: William W. Alston  
William W. Alston, Manager

STATE OF TEXAS

COUNTY OF WEBB

This instrument was acknowledged before me on July 28, 2016, by William W. Alston, Manager of Rolling Hills Ranch Management, L.C., a Texas limited liability company, the sole General Partner of Rolling Hills Ranch Development, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Deborah L. Zacha  
Notary Public, State of Texas



**EXHIBIT A**  
**PROPERTY DESCRIPTION (57.55 AC)**



**FIELD NOTES FOR  
PROPOSED PARCELS UNIT 2  
A 57.55 ACRE TRACT**

A 49.57 acre tract of land, out of the John Noyes Survey No. 259, Abstract No. 253 and the Carrol M. Gehagan, Jr. Survey No. 258, Abstract No. 142, Guadalupe County, Texas and being out of a 194.56 acre tract of land conveyed to Rolling Hills Ranch Development, Ltd. of record in Volume 2260 Page 958 of the Official Public Records of Guadalupe County, Texas and being more particularly described by notes and bounds as follows:

Commencing at a found iron rod in the southeast right-of-way line of County Road No. 376D, also known as Froese Road, for the northwest corner of a 3.164 acre tract conveyed to Raymond Hernandez of record in Document No. 200506025771 of the Official Public Records of Guadalupe County, Texas, for a northerly northeast corner of the 194.56 acre tract;

**THENCE:** S 24° 42' 23" E, along and with a northeast line of the 194.56 acre tract and the southwest line of the 3.164 acre tract, a distance of 298.78 feet to a found 1/2" iron rod, for the southwest corner of the 3.164 acre tract and the northwest corner of a 5.00 acre tract of land conveyed to Arnulfo Canales and Minerva Rodriguez of record in Volume 2222 Page 983 of the Official Public Records of Guadalupe County, Texas and for an angle point of the 194.56 acre tract;

**THENCE:** S 24° 53' 06" E, along and with a northeast line of the 194.56 acre tract and the southwest line of the 5.00 acre tract, a distance of 330.25 feet to a found 1/2" iron rod for the southwest corner of the 5.00 acre tract and the **POINT OF BEGINNING**, an interior corner of the 194.56 acre tract and the northwest corner of the tract described herein;

**THENCE:** N 64° 28' 18" E, along and with a northwest line of the 194.56 acre tract and the southeast line of the 5.00 acre tract, a distance of 660.12 feet to a set 1/4" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in the southwest line of a 8.99 acre tract of land conveyed to Wild West Farms, LLC of record in Volume 4072 Page 957 of the Official Public Records of Guadalupe County, Texas, for the southeast corner of the 5.00 acre tract, an exterior corner of the 194.56 acre tract and a northerly northeast corner of the tract described herein;

**THENCE:** S 24° 57' 37" E, along and with a northeast line of the 194.56 acre tract and the southwest line of the 8.99 acre tract, a distance of 250.59 feet to a found 3/4" iron rod, for the southwest corner of the 8.99 acre tract, an interior corner of the 194.56 acre tract and an exterior corner of the tract described herein;

**THENCE:** into and across the 194.56 acre tract of land, the following twenty-three (23) courses:

1. S 64°21'48" W, a distance of 20.10 feet to a set 1/4" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
2. S 25°38'14" E, a distance of 8.12 feet to a set 1/4" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
3. S 70°17'56" E, a distance of 57.79 feet to a set 1/4" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein,
4. S 24°57'37" E, a distance of 139.25 feet to a set 1/4" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein,



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5. S 29°45'29" W, a distance of 136.61 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein.
6. S 64°28'18" W, a distance of 352.25 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein.
7. S 25°31'42" E, a distance of 89.90 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature to the right of the tract described herein.
8. with a curve to the right having an arc of 83.06 feet, a radius of 323.00 feet, a delta of 14°38'39" and a chord bears S 18°12'23" E, a distance of 82.94 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of tangency of the tract described herein.
9. S 10°53'04" E, a distance of 84.49 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature to the left of the tract described herein.
10. with a curve to the left having an arc of 59.07 feet, a radius of 75.00 feet, a delta of 45°07'25" and a chord bears S 33°26'47" E, a distance of 57.55 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of tangency of the tract described herein.
11. S 56°00'29" E, a distance of 30.90 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein.
12. N 28°59'31" E, a distance of 277.71 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein.
13. N 53°06'52" E, a distance of 148.13 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein.
14. N 66°20'05" E, a distance of 236.36 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein.
15. N 59°07'30" E, a distance of 88.35 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein.
16. S 49°30'28" E, a distance of 99.48 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in a curve to the right, for an interior corner of the tract described herein.
17. with a non-tangent curve to the right having an arc of 36.19 feet, a radius of 80.00 feet, a delta of 64°23'28" and a chord bears N 64°44'59" E, a distance of 53.28 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein.
18. N 11°17'12" E, a distance of 26.51 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein.
19. N 44°35'14" E, a distance of 144.96 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein.
20. N 12°25'29" W, a distance of 133.74 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein.



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- 21. N 17°34'31" E, a distance of 221.54 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein,
- 22. N 32°34'31" E, a distance of 145.65 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein, and
- 23. N 47°34'31" E, a distance of 160.82 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in the southeast line a 10.00 acre tract of land conveyed to Roland A. Ortiz of record in Volume 2127 Page 665 of the Official Public Records of the Guadalupe County, Texas, for an external corner of the tract described herein;

THENCE: N 64° 17' 46" E, along and with a northwest line of the 194.56 acre tract and the southeast line of the 10.00 acre tract, at a distance of 131.05 feet passing a found ¾" iron rod for the southeast corner of the 10.00 acre tract and an interior corner of the 194.56 acre tract and continuing into and across the 194.56 acre tract for a total distance of 128.61 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for the northeast corner of the tract described herein;

THENCE: Continuing into and across the 194.56 acre tract of land, the following twenty (20) courses:

- 1. S 14°07'28" E, a distance of 141.62 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying" for an angle point of the tract described herein,
- 2. S 17°45'35" E, a distance of 50.11 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein,
- 3. S 13°38'20" E, a distance of 120.00 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature of the tract described herein,
- 4. with a non-tangent curve to the left having an arc of 432.83 feet, a radius of 255.00 feet, a delta of 97°15'07" and a chord bears S 27°44'06"W, a distance of 382.71 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein,
- 5. S 69°06'32" W, a distance of 120.00 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature of the tract described herein,
- 6. with a non-tangent curve to the left having an arc of 153.14 feet, a radius of 374.57 feet, a delta of 23°25'31" and a chord bears S 32°33'24"E, a distance of 152.08 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of tangency,
- 7. S 44°24'05" E, a distance of 22.52 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein,
- 8. S 45°11'45" E, a distance of 65.27 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature of the tract described herein,
- 9. with a non-tangent curve to the right having an arc of 323.52 feet, a radius of 1873.00 feet, a delta of 09°53'48" and a chord bears S 49°45'09"W, a distance of 323.12 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
- 10. S 35°17'57" E, a distance of 120.00 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature of the tract described herein,



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11. with a non-tangent curve to the right having an arc of 116.93 feet, a radius of 2112.94 feet, a delta of 03°10'15" and a chord bears S 56°22'34" W, a distance of 116.92 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
12. S 31°56'15" E, a distance of 90.11 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature of the tract described herein,
13. with a non-tangent curve to the left having an arc of 30.57 feet, a radius of 25.00 feet a delta of 86°23'21" and a chord bears S 13°36'16" W, a distance of 34.85 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of tangency,
14. S 30°33'26" E, a distance of 190.51 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein,
15. S 59°26'34" W, a distance of 54.00 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature of the tract described herein,
16. with a non-tangent curve to the left having an arc of 39.27 feet, a radius of 25.00 feet, a delta of 90°00'23" and a chord bears N 75°33'37" W, a distance of 38.36 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of tangency,
17. S 69°26'11" W, a distance of 95.00 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
18. S 38°24'54" E, a distance of 134.17 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature of the tract described herein,
19. with a curve to the left having an arc of 162.11 feet, a radius of 245.76 feet, a delta of 64°35'11" and a chord bears S 71°32'11" E, a distance of 380.23 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein, and
20. S 25°19'17" E, a distance of 142.49 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for the northeast corner of a 7.00 acre tract of land conveyed to James Roberson Jr. and Eleanor Roberson of record in Volume 1894 Page 873 of the Official Public Records of Guadalupe County, Texas, an interior corner of the 194.56 acre tract and a southeast corner of the tract described herein;

THENCE: S 60° 35' 06" W, along and with a southeast line of the 194.56 acre tract and the northwest line of the 7.00 acre tract a distance of 623.16 feet passing a found 1/2" iron rod for the northwest corner of the 7.00 acre tract, in the east line of a 10.0 acre tract of land conveyed to James Roberson Jr. and Eleanor Roberson of record in Volume 1894 Page 878 of the Official Public Records of Guadalupe County, Texas and continuing into and across the 10.0 acre tract for a total distance of 1087.65 feet to a found 1/2" iron rod with a cap stamped "Kolodziej" in the northeast line of a 50.74 acre tract of land conveyed to Gerrard A. Brown of record in Volume 3135 Page 638 of the Official Public Records of Guadalupe County, Texas, for the southwest corner of the tract described herein;

THENCE: N 25° 04' 01" W, along and with the northeast line of the 50.74 acre tract, the southwest line of the 10.0 acre tract, a distance of 441.48 feet to a found 1/2" iron rod with a cap stamped "Kolodziej" for the northwest corner of the 10.0 acre tract, an angle point of the 194.56 acre tract and the tract described herein;

THENCE: N 25° 05' 15" W, along and with a southwest line of the 194.56 acre tract and continuing with the northeast line of the 50.74 acre tract, a distance of 625.48 feet to a found 1/2" iron rod for the northeast corner



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of the 50.74 acre tract, an interior corner of the 194.56 acre tract and an exterior corner of the tract described herein;

THENCE: Into and across the 194.56 acre tract of land, the following nine (9) courses:

1. N 33°59'31" E, a distance of 50.25 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
2. N 56°00'29" W, a distance of 651.19 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a westerly exterior corner of the tract described herein,
3. N 33°59'31" E, a distance of 296.27 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein,
4. N 64°28'18" E, a distance of 16.44 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
5. N 25°31'42" W, a distance of 107.99 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in a curve to the left, for an interior corner of the tract described herein,
6. with a non-tangent curve to the left having an arc of 32.38 feet, a radius of 175.00 feet, a delta of 10°36'05" and a chord bears N 69°46'20"E, a distance of 32.33 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
7. N 25°31'42" W, a distance of 170.00 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
8. S 64°28'18" W, a distance of 5.96 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein,
9. N 24°53'06" W, a distance of 20.00 feet to the POINT OF BEGINNING and containing 49.57 acres more or less situated in Guadalupe County, Texas and being described in accordance with a survey prepared by KFW Surveying. Basis of Bearing is NAD83 Texas South Central Zone. Distances recited herein are surface distances calculated by using an average combined factor of 0.99984364551.

A 7.98 acre tract of land, out of the Carroll M. Gohagan, Jr. Survey No. 258, Abstract No. 142, Guadalupe County, Texas and being out of a 194.56 acre tract of land conveyed to Rolling Hills Ranch Development, Ltd. of record in Volume 2260 Page 355 of the Official Public Records of Guadalupe County, Texas and being more particularly described by notes and bounds as follows:

Commencing at a found iron rod for the northeast corner of a 50.74 acre tract of land conveyed to Gerrad A. Brown of record in Volume 8138 Page 638 of the Official Public Records of Guadalupe County, Texas and an interior corner of the 194.56 acre tract;

THENCE: S 64° 05' 52" W, along and with the northeast line of the 50.74 acre tract and a southwest line of the 194.56 acre tract, a distance of 377.66 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for the POINT OF BEGINNING and the southeast corner of the tract described herein;

THENCE: S 64° 05' 52" W, continuing along and with the northeast line of the 50.74 acre tract and a southwest line of the 194.56 acre tract, a distance of 622.47 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for the southwest corner of the tract described herein;



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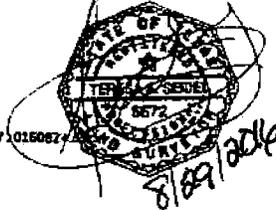
THENCE: Into and across the 194.56 acre tract of land, the following twenty (20) courses:

1. N 25°29'14" W, a distance of 274.03 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
2. S 64°30'46" W, a distance of 44.00 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a westerly exterior corner of the tract described herein,
3. N 25°29'14" W, a distance of 210.00 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein,
4. N 02°40'37" W, a distance of 102.53 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein,
5. N 00°57'16" W, a distance of 141.17 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a northwest corner of the tract described herein,
6. S 83°47'58" E, a distance of 137.14 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
7. N 15°00'25" E, a distance of 19.90 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature to the left of the tract described herein,
8. with a curve to the left having an arc of 32.15 feet, a radius of 200.00 feet, a delta of 09°12'36" and a chord bears N 10°24'07" E, a distance of 32.11 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a northerly northwest corner of the tract described herein,
9. S 84°12'11" E, a distance of 50.00 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in a curve to the right, for a northeast corner of the tract described herein,
10. with a non-tangent curve to the right having an arc of 40.19 feet, a radius of 250.00 feet, a delta of 09°12'36" and a chord bears S 10°24'07" W, a distance of 40.14 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of tangency,
11. S 15°00'25" W, a distance of 63.18 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature to the left of the tract described herein,
12. with a curve to the left having an arc of 36.62 feet, a radius of 175.00 feet, a delta of 11°59'28" and a chord bears S 09°08'41" W, a distance of 36.56 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
13. N 64°30'46" E, a distance of 290.72 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a northeast corner of the tract described herein,
14. S 25°29'14" E, a distance of 125.03 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in a curve to the right, for an interior corner of the tract described herein,
15. with a non-tangent curve to the right having an arc of 110.75 feet, a radius of 125.00 feet, a delta of 50°46'51" and a chord bears S 73°47'48" E, a distance of 107.16 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,

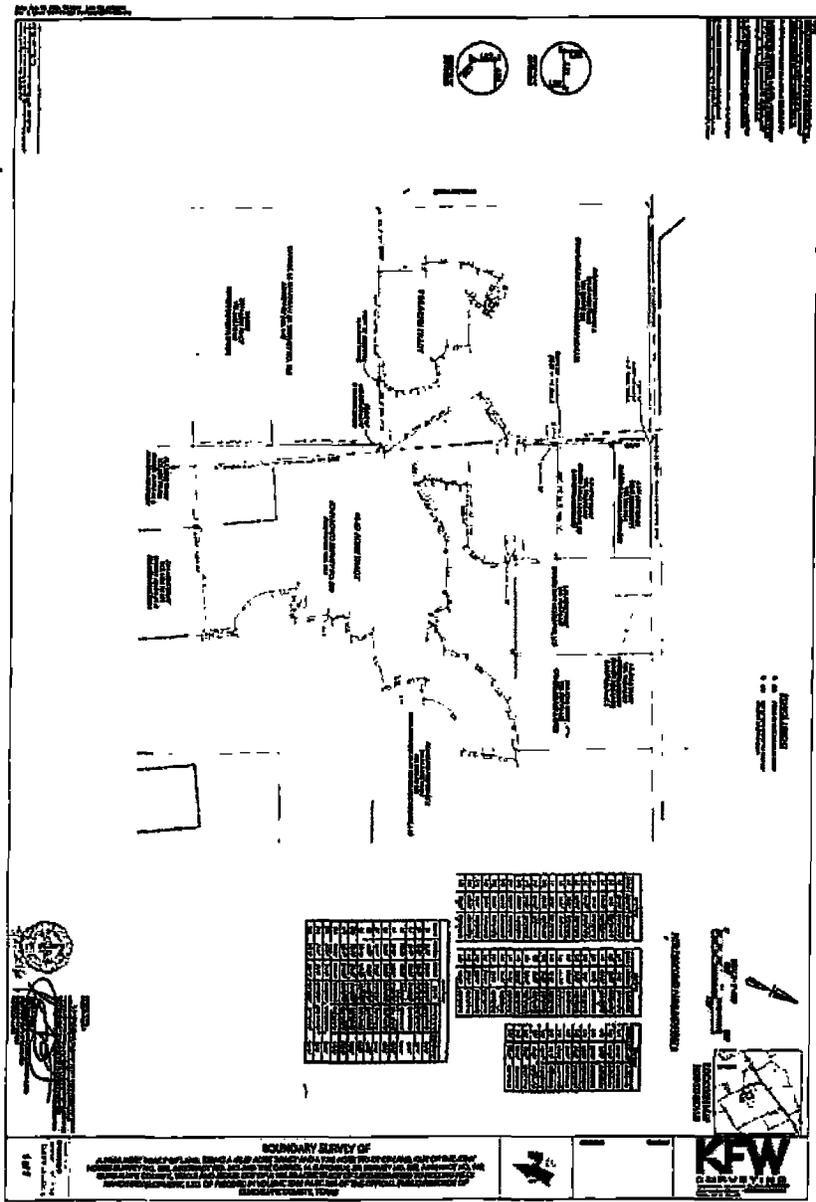
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- 16. N 58°16'04" E, a distance of 125.25 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a northeast corner of the tract described herein,
- 17. S 43°30'02" E, a distance of 122.58 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein,
- 18. S 31°43'56" E, a distance of 121.50 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein,
- 19. S 16°10'58" W, a distance of 107.24 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein, and
- 20. S 25°54'38" E, a distance of 20.08 feet to the POINT OF BEGINNING and containing 7.98 acres more or less situated in Guadalupe County, Texas and being described in accordance with a survey prepared by KFW Surveying, Basis of Bearing is NAD83 Texas South Central Zone. Distances recited herein are surface distances calculated by using an average combined factor of 0.99984364551.

Job No: 11-022  
Prepared by: KFW Surveying  
Date: August 24, 2016  
File: S:\Draw 2011\11-022 Parklands\DOCS\FN 5755AC UNIT 2 REV 015062.dwg



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**EXHIBIT B**  
**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY**

1. Terms, provisions, conditions and restrictions in the Form of Memorandum Regarding Water Impact Fees (Parklands Subdivision), recorded in Volume 4028, Page 49, Official Public Records of Guadalupe County, Texas.
2. Terms, Conditions and Stipulations in the Agreement by and between:  
Parties: City of Schertz, La Salle Partners, Ltd., and Rolling Hills Ranch Development, Ltd.  
Recorded: January 9, 2013, in Volume 4024, Page 963, Official Public Records of Guadalupe County, Texas.  
Type: Agreement Regarding Cypress Point Sewer Facilities

**2016020115**  
**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**  
09/13/2016 10:17:59 AM  
PAGES: 12  
TERESA KIEL, COUNTY CLERK  
GUADALUPE COUNTY, TEXAS.

 *Teresa Kiel*

*fedex  
→ Presidio Park  
1373 Broadway #105  
SA TX 78209*

202099030281

I certify this instrument was ELECTRONICALLY FILED  
and RECORDED in the OFFICIAL PUBLIC RECORDS  
of Guadalupe County, Texas on  
10/26/2020 03:09:08 PM PAGES: 58 LEAH  
TERESA KIEL, COUNTY CLERK

Recorder's Memo:  
This document was recorded as  
submitted: Multiple pages are not  
legible for satisfactory  
reproduction.



*Teresa Kiel*

**Exhibit B**

STATE OF TEXAS  
 COUNTY OF GUADALUPE

194.56 ACRES

Field notes for a 194.56 acre tract of land out of the John Noyes Survey No. 259, Abstract No. 253, Guadalupe County, Texas and out of the Carrol M. Gahogan, Jr. Survey Number 25, Abstract Number 142, Guadalupe County, Texas. Said 194.56 acre tract of land being comprised of the following tracts: Tract I being described as a 49.4 acre tract in a deed from Hugo Zuercher and wife, Elisa Zuercher to Elsa Zuercher and husband Eugene Froboese, recorded in Volume 338, Pages 6-8 of the Deed Records of Guadalupe County, Texas; Tract II being a 10.133 acre tract as described in a deed to Brick James Roberson; Tract III being 47.70 acre of land out of a called 60.80 acre tract as described in a deed to James W. Roberson, Jr. recorded in Volume 1077, Page 65 of the Official Public Records of Guadalupe County, Texas; Tract IV being 35.80 acres of land in a deed to Sherie Lea Brumfield Waters and Michael Alton Brumfield, recorded in Volume 1265, Page 176 of the Official Public Records of Guadalupe County, Texas. And Tract V being a 60.80 acre tract of land as described in a deed to Iola Deanna Smith, recorded in Volume 1077, Page 69 of the Official Public Records of Guadalupe County, Texas. Said 194.56 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a one half inch steel pin found on the Southeast line of Froboese Road (County Road 376D) for the north corner of this tract same being the north corner of a 49.4 acre tract as described in a deed from Hugo Zuercher and wife, Elisa Zuercher to Elsa Zuercher and husband Eugene Froboese, recorded in Volume 338, Pages 6-8 of the Deed Records of Guadalupe County, Texas, Said point also being the west corner of a 3.164 acre tract.

THENCE with the east line of this tract, South 24° 42' 28" East, a distance of 208.79 feet to a one half inch steel pin found for the south corner of the aforesaid 3.164 acre tract and being the west corner of a 5.00 as described in a to Jo Ann Brumfield, recorded in Volume 1050, Page 448 of the Official Public Records of Guadalupe County, Texas.

THENCE continuing with the east line of this tract, South 24° 53' 11" East, a distance of 330.25 feet to a one half inch steel pin found for the south corner of the aforesaid 5.00 acre tract.

THENCE with the south line of the aforesaid 5.00 acre tract, North 64° 28' 13" East, a distance of 660.12 feet to a one half inch steel pin found for a corner of this tract and being on the west line of a called 10.00 acre tract.

THENCE with the west line of said 10.00 acre tract, South 24° 57' 42" East, a distance of 250.59 feet to a one half inch steel pin found for a corner of this tract and being the south corner of the aforesaid 10.00 acre tract.

THENCE with the south line of said 10.00 acre tract, North 64° 21' 41" East, a distance of 552.60 feet to a one half inch steel pin found for a 10.00 acre tract as described in a deed to Michael Alton Brumfield, recorded in Volume 1262, Page 233 of the Official Records of Guadalupe County, Texas.

THENCE with the south line of Michael Brumfield's 10.00 acres, North 64° 17' 41" East, a distance of 554.57 feet to a one half inch steel pin found for a the east corner of the aforesaid 10.00 acre tract and being on the west line of a 60.80 acre tract as described in a deed to Iola Deanna Smith, recorded in Volume 1077, Page 69 of the Official Public Records of Guadalupe County, Texas.

THENCE with the west line of said 60.80 acre tract, North 25° 09' 47" West, a distance of 787.29 feet to a one half inch steel pin found on the south right-of-way line of Forbes Road (County Road 376D).

THENCE along the south right-of-way line of Forbes Road, North 64° 27' 49" East, a distance of 1100.56 feet to a one half inch steel pin found for the north corner of the said 60.80 acre tract.

THENCE with the east line of said 60.80 acre tract the following three calls; South 24° 35' 18" East, a distance of 915.17 feet to a one half inch steel pin found; North 54° 13' 09" East, a distance of 1024.08 feet to a one half inch steel pin found and South 24° 42' 57" East, a distance of 968.40 feet to a one half inch steel pin found for the east corner of this tract and being the east corner of the 60.80 acre tract.

THENCE with the south line of the 60.80 acre tract, South 66° 50' 26" West, a distance of 2092.08 feet to a one half inch steel pin found for the west corner of a 50.80 acre tract as described in a deed recorded in Volume 1064, Page 115 of the Deed Records of Guadalupe County, Texas.

THENCE with the west line of the 50.80 acre tract, South 25° 21' 48" East, a distance of 1392.88 feet to a one half inch steel pin found for the southern most east corner of this tract.

THENCE with the southeast line of this tract, South 60° 18' 11" West, a distance of 92.39 feet to a one half inch steel pin found and South 60° 31' 52" West, a distance of 565.99 feet to a one half inch steel pin found for the south corner of a 10.133 acre tract.

THENCE with the west line of the 10.133 acre tract, North 29° 27' 40" West, a distance of 489.45 feet to a one half inch steel pin set.

THENCE with the southeast line of this tract, South 60° 35' 01" West, a distance of 1087.65 feet to a one half inch steel pin set on the west line of a 60.80 acre tract.

THENCE with the west line of the 60.80 acre tract, North 25° 04' 06" West, a distance of 441.48 feet to a one half inch steel pin set and North 25° 05' 20" West, a distance of 625.48 feet to a one half inch steel pin found for the east corner of the aforesaid 49.4 acre tract.

THENCE with the south line of the 49.4 acre tract, South 64° 05' 47" West, a distance of 1364.14 feet to a fence corner post for the southwest corner of this tract.

THENCE with the west line of this tract and being on the east line of Eckart Road, North 25° 29' 19" West, a distance of 1562.62 to a fence corner post and North 31° 47' 56" East, a distance of 25.80 feet to a fence corner post and North 64° 19' 50" East, a distance of 1360.11 feet to the point of BEGINNING.

I, Jerry D. Wilke, Jr., hereby certify that these field notes were prepared from an on the ground survey prepared under my direction and supervision.

*Jerry D. Wilke, Jr.*  
Jerry D. Wilke, Jr.  
Registered Professional  
Land Surveyor No. 4724



EXHIBIT "A"  
Page 2 of 2



**Exhibit D**



**FIELD NOTES  
FOR  
A 60.80 ACRE TRACT**

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

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

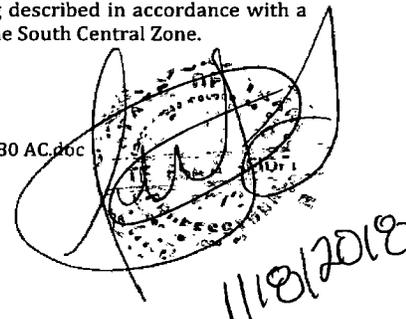
**THENCE:** Along and with the common lines of the 194.56 acre tract, the remaining portion of the 50.800 acre tract and the 10.01 acre tract, the following two (2) courses:

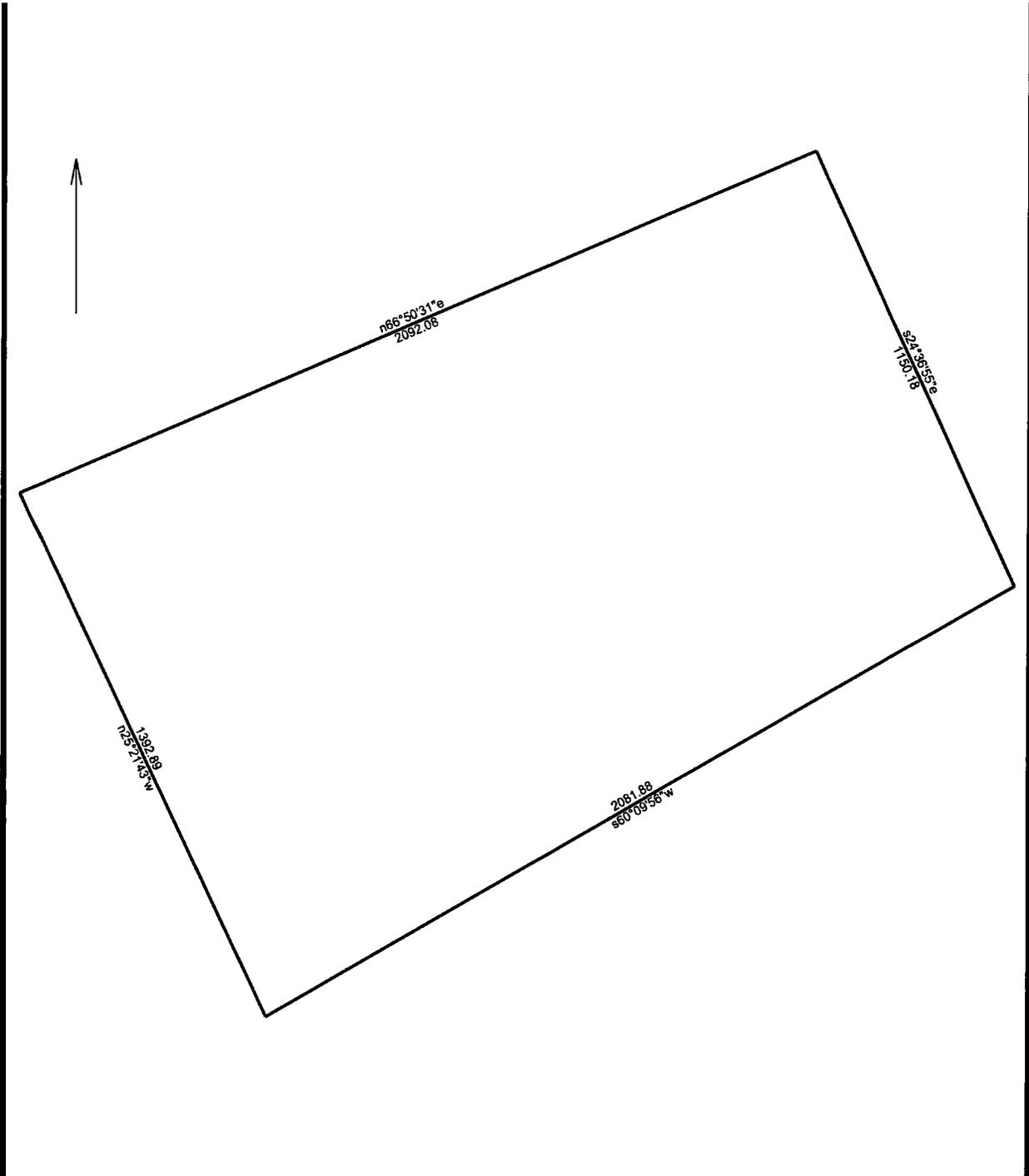
1. **N 25°21'43" W**, a distance of **1392.89 feet** to a found ½" iron rod, for an interior corner of the 194.56 acre tract, the northeast corner of the 10.01 acre tract and the tract described herein, and
2. **N 66°50'31" E**, a distance of **2092.08 feet** to a found ½" iron rod in a southwest line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

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

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

Job No.: 17-132  
 Prepared by: KFW Surveying  
 Date: January 12, 2018  
 File: S:\Draw 2017\17-132 6670 Pinder Tract\DOCS\ Field Notes 60.80 AC.doc





1/17/2018

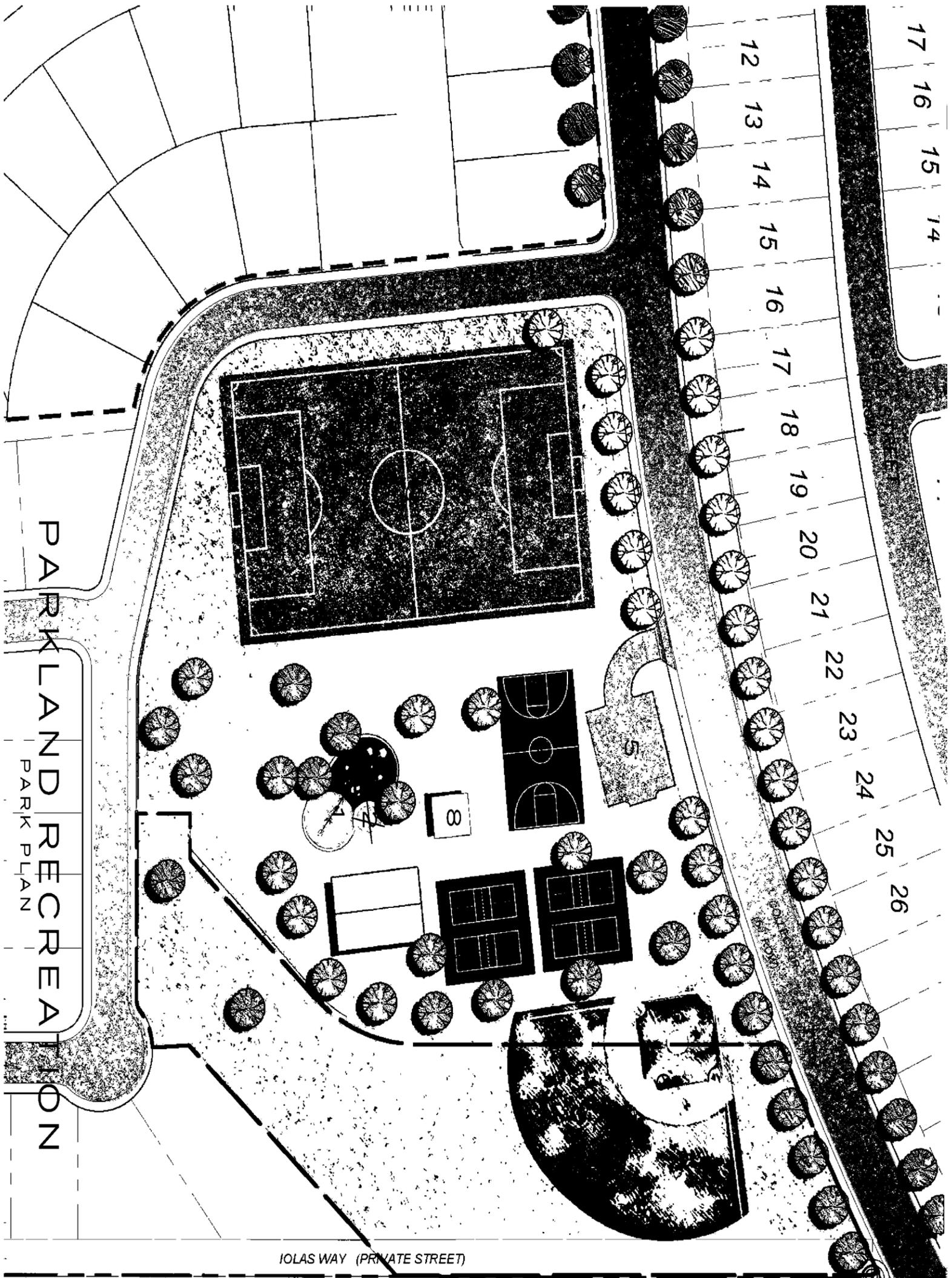
Scale: 1 inch= 309 feet | File: 60.80 AC.ndp

Tract 1: 60.7953 Acres, Closure: s03.5120e 0.01 ft. (1/682828), Perimeter=6717 ft.

- 01 n25.2143w 1392.89
- 02 n66.5031e 2092.08
- 03 s24.3655e 1150.18
- 04 s60.0956w 2081.88

Agreement	Dollar Amount(s)	Notes	Revised May 2022	Unit	QTY	Unit \$	Total \$	REMARKS
Soccer Goals	\$5,000	Just soccer goals, any grading is included in grading line item	Soccer/Multi-use field	lump	2	5,000.00	\$10,000	assume open field with 2 goals (field w/turf)
Pavilion	\$35,000	24' x 24' metal pavilion	Park Pavilion	lump	1	50,000.00	\$50,000	assume 20'x20' prefabricated w/conc slab
Sport Court	\$60,000	50' x 70', no lights, modified full court	Basketball Court	lump	1	90,000.00	\$90,000	assume concrete surface and striping
Playscape & Swingset	\$80,000	\$56,629 plus curb (estimated)	Playscape & Swing Set	lump	1	80,000.00	\$80,000	assume 2-12 yr age group w/6 activities w/engineered fiber fall zone
musical instruments	\$15,000	\$10,508 plus concrete slab (estimated)	None					
Back-stop	\$5,000	parts and install, any grading is included in grading line item	Baseball/Softball	lump	1	10,000.00	\$10,000	assume chainlink backstop only (no infield material)
4 pickleball Courts	\$65,000	4 courts equal one tennis court, no lights	Pickleball Court (4 total)	ea.	2	65,000.00	\$130,000	assume double courts for 4 total w/fence
Parking Lot	\$50,000	lump sum	Parking Lot	sf	8,500	18.00	\$153,000	assume 18 sp. + 1 accessible w/driveway
Spine Sidewalk	\$45,000	10' wide at 675 lf	Sidewalks (site Circulation)	sf	4,000	7.50	\$30,000	assume 5' width walkways
Grading	\$50,000	lump sum	Turf - Hydroseed Bermuda	sf	327,000	0.10	\$32,700	remaining site SF including sports fields
Restroom Facility	\$86,600	lump sum; water, wastewater, and electrical service to restroom included	Pre-Fab Restroom (2)	sf	400	575.00	\$230,000	assume 2-sided, 2 fixture & 1 lavatory ea side
			Water & Wastewater Service	lump	1	10,000.00	\$10,000	Service for Restroom & Site
			Water Meter (Irrigation)	lump	1	8,000.00	\$8,000	Dedicated Irrigation Meter (estim. 3/4")
			Electric Service	lump	1	20,000.00	\$20,000	Service for Site
							\$853,700	
			Irrigation - Turf	sf	327,000	0.50	\$163,500	for site including sport fields

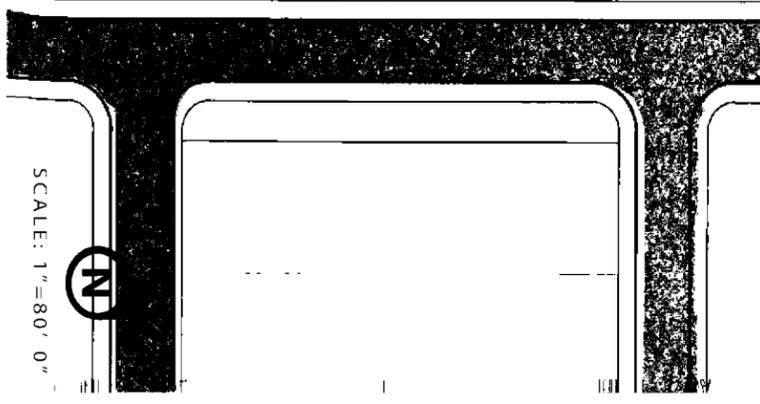
City responsibility?



### LEGEND

	Open Space Buffers & Greenbelts
	Multi-Purpose Recreational Open Space
	PARK
	1 Playground / Playscape w/ Swingset
	2 Musical Instruments
	3 Soccer Field
	4 Basketball Court
	5 Parking
	6 Baseball Diamond
	7 Pickleball Court
	8 Restrooms

← agreed to remove this. Lauren Shrum 9/14/22



**Exhibit G**

**PHASED VALUE OF IMPROVEMENTS  
THE PARKLANDS SUBDIVISION**

Units and Lot Count	Description	Amount	Notes
<b>Parklands subdivision - 550 lots</b>	<b>Total Improvements Cost Obligation</b>	<b>\$357,500.00</b>	1. Total number of Lots in Parklands is 550 2. School Site is assumed to have 54 lots for the purposes of this agreement 3. Total number of Lots in Units 2A-2B is 150 4. Park Improvements construction to be completed with construction of Unit 3A 5. Unit 1 Surety already collected by City under the terms of the Prior Parkland Improvement Agreement 6. Remaining Total Improvements Cost Obligation calculated as the remainder of the Collected Subtotal Improvements Cost Obligation subtracted from the Total Improvements Cost Obligation, rather than \$550 per lot for the remaining 437 lots
	<b>Total Surety Amount at 125%</b>	<b>\$446,875.00</b>	
<b>Collected Improvement Cost Obligations</b>			
Unit 1 - 113 Lots	Improvements Cost Obligation	\$110,220.75	
(Collected under terms of Prior Parkland Improvement Agreement)	Surety Amount at 125%	\$137,775.94	
<b>Collected Subtotal - 113 lots</b>	<b>Collected Subtotal Improvements Cost Obligation</b>	<b>\$110,220.75</b>	
	<b>Collected Subtotal Surety Amount at 125%</b>	<b>\$137,775.94</b>	
<b>Remaining Improvement Cost Obligations</b>			
Unit 2A - 136 lots (91% of units prior to improvement construction)	Improvements Cost Obligation	\$225,024.12	
	Surety Amount at 125%	\$281,280.15	
Unit 2B - 14 lots (9% of units prior to improvement construction)	Improvements Cost Obligation	\$22,255.13	
	Surety Amount at 125%	\$27,818.92	
Unit 3A - 36 lots	Improvements Cost Obligation	\$0.00	
	Surety Amount at 125%	\$0.00	
Unit 3B - 107 lots	Improvements Cost Obligation	\$0.00	
	Surety Amount at 125%	\$0.00	
Unit 4 - 90 lots	Improvements Cost Obligation	\$0.00	
	Surety Amount at 125%	\$0.00	
School Site - 54 lots	Improvements Cost Obligation	\$0.00	
(School Site converted to lots for the purposes of this agreement)	Surety Amount at 125%	\$0.00	
<b>Remaining Total - 437 lots</b>	<b>Remaining Total Improvements Cost Obligation (see Note 6)</b>	<b>\$247,279.25</b>	
	<b>Remaining Total Surety Amount at 125%</b>	<b>\$309,099.06</b>	

**PHASED VALUE OF IMPROVEMENTS**

**THE PARKLANDS II SUBDIVISION**

<b>Units and Lot Count</b>	<b>Description</b>	<b>Amount</b>	<b>Notes</b>
Unit 1 - 72 lots (100% of units prior to improvement construction)	Improvements Portion of Cost Obligation Surety Amount at 125%	\$139,100.00 \$173,875.00	1 Park Improvements construction to be completed with construction of Unit 2
Unit 2 - 33 lots	Improvements Portion of Cost Obligation Surety Amount at 125%	\$0.00 \$0.00	
Unit 3 - 46 lots	Improvements Portion of Cost Obligation Surety Amount at 125%	\$0.00 \$0.00	
Unit 4 - 63 lots	Improvements Portion of Cost Obligation Surety Amount at 125%	\$0.00 \$0.00	
<b>Total - 214 lots</b>	<b>Total Improvements Cost Obligation</b>	<b>\$139,100.00</b>	
	<b>Total Surety Amount at 125%</b>	<b>\$173,875.00</b>	

X  
M

CHICAGO TITLE Co. 200511353 v.e.j. (4) Exhibit H

YOL2260 P80355

06 - 00536

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

### Special Warranty Deed

**Date:** December 7, 2005

**Grantors:** Blackrock Holdings, L.P., a Texas limited partnership

**Grantor's Mailing Address:** 16845 Blanco Road #206C  
San Antonio, Bexar County, Texas 78232

**Grantee:** Rolling Hills Ranch Development, Ltd.

**Grantee's Mailing Address:** 1616 Calle Del Norte, #48  
Laredo, Webb County, Texas 78041

**Consideration:** Ten and No/100 Dollars (\$10.00), other good and valuable consideration.

**Property (including any improvements):**

**BEING:** A 194.56 acre tract of land out of John Noyes Survey Number 259, Abstract Number 253, Guadalupe county, Texas, more fully described in Exhibit "A" attached hereto and incorporated herein by reference.

**Reservations from and Exceptions to Conveyance and Warranty:**

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; taxes for 2005, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's

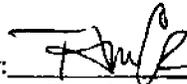
VOL2260 PG0356

heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Warranty.

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

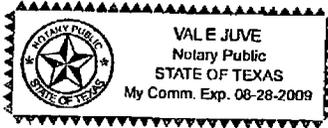
Blackrock Holdings, L.P., a Texas limited partnership

By: Griffin Holdings, LLC, a Texas limited liability company, its general partner

By:   
Timothy Connor, Manager

STATE OF TEXAS \*  
\*  
COUNTY OF BEXAR \*

This instrument was acknowledged before me on this <sup>8<sup>th</sup></sup> ~~7<sup>th</sup>~~ day of December, 2005, by Timothy Connor, Manager of Griffin Holdings, LLC in its capacity as General Partner of Blackrock Holdings, L.P.



  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Rolling Hills Ranch Development, Ltd.  
1616 Calle Del Norte, #48  
Laredo, Texas 78041

STATE OF TEXAS  
 COUNTY OF GUADALUPE

VOL2260 P60357

**194.56 ACRES**

Field notes for a 194.56 acre tract of land out of the John Noyes Survey No. 259, Abstract No. 253, Guadalupe County, Texas and out of the Carrol M. Cahogan, Jr. Survey Number 25, Abstract Number 142, Guadalupe County, Texas. Said 194.56 acre tract of land being comprised of the following tracts: Tract I being described as a 49.4 acre tract in a deed from Hugo Zuercher and wife, Elisa Zuercher to Elsa Zuercher and husband Eugene Froboese, recorded in Volume 338, Pages 6-8 of the Deed Records of Guadalupe County, Texas; Tract II being a 10.133 acre tract as described in a deed to Erick James Roberson; Tract III being 47.70 acre of land out of a called 60.80 acre tract as described in a deed to James W. Roberson, Jr. recorded in Volume 1077, Page 65 of the Official Public Records of Guadalupe County, Texas; Tract IV being 35.80 acres of land in a deed to Sherie Lee Brumfield Waters and Michael Alton Brumfield, recorded in Volume 1265, Page 176 of the Official Public Records of Guadalupe County, Texas. And Tract V being a 60.80 acre tract of land as described in a deed to Iola Deanna Smith, recorded in Volume 1077, Page 69 of the Official Public Records of Guadalupe County, Texas. Said 194.56 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a one half inch steel pin found on the Southeast line of Froboese Road (County Road 376D) for the north corner of this tract same being the north corner of a 49.4 acre tract as described in a deed from Hugo Zuercher and wife, Elisa Zuercher to Elsa Zuercher and husband Eugene Froboese, recorded in Volume 338, Pages 6-8 of the Deed Records of Guadalupe County, Texas. Said point also being the west corner of a 3.164 acre tract.

**THENCE** with the east line of this tract, South 24° 42' 28" East, a distance of 208.79 feet to a one half inch steel pin found for the south corner of the aforesaid 3.164 acre tract and being the west corner of a 5.00 as described in a to Jo Ann Brumfield, recorded in Volume 1050, Page 448 of the Official Public Records of Guadalupe County, Texas.

**THENCE** continuing with the east line of this tract, South 24° 53' 11" East, a distance of 330.25 feet to a one half inch steel pin found for the south corner of the aforesaid 5.00 acre tract.

**THENCE** with the south line of the aforesaid 5.00 acre tract, North 64° 28' 13" East, a distance of 660.12 feet to a one half inch steel pin found for a corner of this tract and being on the west line of a called 10.00 acre tract.

**THENCE** with the west line of said 10.00 acre tract, South 24° 57' 42" East, a distance of 250.59 feet to a one half inch steel pin found for a corner of this tract and being the south corner of the aforesaid 10.00 acre tract.

**THENCE** with the south line of said 10.00 acre tract, North 64° 21' 41" East, a distance of 552.60 feet to a one half inch steel pin found for a 10.00 acre tract as described in a deed to Michael Alton Brumfield, recorded in Volume 1262, Page 233 of the Official Records of Guadalupe County, Texas.

**THENCE** with the south line of Michael Brumfield's 10.00 acres, North 64° 17' 41" East, a distance of 554.57 feet to a one half inch steel pin found for a the east corner of the aforesaid 10.00 acre tract and being on the west line of a 60.80 acre tract as described in a deed to Iola Deanna Smith, recorded in Volume 1077, Page 69 of the Official Public Records of Guadalupe County, Texas.

EXHIBIT "A"  
 Page 1 of 1

*TWC*

VOL 2260 P60358

THENCE with the west line of said 60.80 acre tract, North 25° 09' 47" West, a distance of 787.29 feet to a one half inch steel pin found on the south right-of-way line of Forbes Road (County Road 376D).

THENCE along the south right-of-way line of Forbes Road, North 64° 27' 49" East, a distance of 1100.56 feet to a one half inch steel pin found for the north corner of the said 60.80 acre tract.

THENCE with the east line of said 60.80 acre tract the following three calls; South 24° 35' 18" East, a distance of 915.17 feet to a one half inch steel pin found; North 54° 13' 09" East, a distance of 1024.08 feet to a one half inch steel pin found and South 24° 42' 37" East, a distance of 968.40 feet to a one half inch steel pin found for the east corner of this tract and being the east corner of the 60.80 acre tract.

THENCE with the south line of the 60.80 acre tract, South 66° 50' 26" West, a distance of 2092.08 feet to a one half inch steel pin found for the west corner of a 50.80 acre tract as described in a deed recorded in Volume 1064, Page 115 of the Deed Records of Guadalupe County, Texas.

THENCE with the west line of the 50.80 acre tract, South 25° 21' 48" East, a distance of 1392.88 feet to a one half inch steel pin found for the southern most east corner of this tract.

THENCE with the southeast line of this tract, South 60° 18' 11" West, a distance of 92.39 feet to a one half inch steel pin found and South 60° 31' 52" West, a distance of 565.99 feet to a one half inch steel pin found for the south corner of a 10.133 acre tract.

THENCE with the west line of the 10.133 acre tract, North 29° 27' 40" West, a distance of 489.45 feet to a one half inch steel pin set.

THENCE with the southeast line of this tract, South 60° 35' 01" West, a distance of 1087.65 feet to a one half inch steel pin set on the west line of a 60.80 acre tract.

THENCE with the west line of the 60.80 acre tract, North 25° 04' 06" West, a distance of 441.48 feet to a one half inch steel pin set and North 25° 05' 20" West, a distance of 625.43 feet to a one half inch steel pin found for the east corner of the aforesaid 49.4 acre tract.

THENCE with the south line of the 49.4 acre tract, South 64° 05' 47" West, a distance of 1364.14 feet to a fence corner post for the southwest corner of this tract.

THENCE with the west line of this tract and being on the east line of Eckart Road, North 25° 29' 19" West, a distance of 1562.62 to a fence corner post and North 31° 47' 56" East, a distance of 25.80 feet to a fence corner post and North 64° 19' 50" East, a distance of 1360.11 feet to the point of BEGINNING.

I, Jerry D. Wilke, Jr., hereby certify that these field notes were prepared from an on the ground survey prepared under my direction and supervision.

Jerry D. Wilke, Jr.  
Registered Professional  
Land Surveyor No. 4724



Chicago Insurance Title Co  
270 N Loop 1604 E Ste 100  
San Antonio, TX 78232

FILED FOR RECORD  
EXHIBIT "A"  
Page 7 of 26 JAN -9 AM 11:54

TERESA NIEL  
COUNTY CLERK, GUADALUPE COUNTY

Sandra Hoebble



STATE OF TEXAS  
COUNTY OF GUADALUPE  
I certify this instrument was FILED on the  
date and at the time stamped thereon and  
was duly recorded in the Official Public  
Records of Guadalupe County, Texas.

Teresa Kiel  
TERESA KIEL  
Guadalupe County Clerk

Tue

12/01/16

GUADALUPE COUNTY CLERK; DOCUMENT NUMBER: 2016020115 PAGE: 1 OF 12

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

FILED BY  
PRESIDIO TITL  
1-150946BW

**EFFECTIVE DATE:** August 17, 2016

**GRANTOR:** Rolling Hills Ranch Development, Ltd., a Texas limited partnership

**GRANTOR'S MAILING ADDRESS:** 106 Del Court, Laredo, Webb County, Texas 78041

**GRANTEE:** Parklands Units 1 & 2, Ltd., a Texas limited partnership

**GRANTEE'S MAILING ADDRESS:** 11 Lynn Batts Lane, Suite 100, San Antonio, Bexar County, Texas 78218

**CONSIDERATION:** Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the further consideration of the execution and delivery by Grantee of its Note, of even date herewith ("Note"), in the original principal sum of One Million One Hundred Fifty-One Thousand Dollars (\$1,151,000.00), payable to the order of Grantor as therein provided, and bearing interest as therein specified, the payment of which Note is secured by the vendor's lien herein retained, and is additionally secured by a first lien Deed of Trust, of even date herewith, to Jason Westmoreland, Trustee, for the benefit of Lender.

**PROPERTY (including any improvements):** 57.55 acres, more or less, in Guadalupe County, Texas, described in Exhibit A attached hereto and incorporated herein ("Land"), together with (i) any and all appurtenances pertaining to the Land, including, without limitation, (A) all buildings, fixtures, structures and improvements thereon, if any; (B) any strips or gores between the Land and all abutting properties, (C) all rights of ingress and use (but not the responsibility to maintain, repair, or replace) any roads, alleys, rights-of-way, easements, streets and ways adjacent to or serving the Land, whether surface, subsurface or otherwise, and (D) any land lying in the bed of any street, road, access way or other right-of-way opened or proposed, in front of, at a side of or adjoining the Land, to the centerline of such street, road, access way or other right-of-way; and (ii) any and all governmental or quasi-governmental permits, approvals, authorities, licenses, consents and bonds, if any, of any kind or character pertaining to the Land, including, without limitation, (A) development rights, grandfathered or vested rights and other governmental permits or approvals regarding the development and improvement of the Property; (B) to the extent transferable, all permits, contracts, drainage easements and rights of any kind or character to receive utilities services for the Land; and (C) all other transferable rights, privileges and appurtenances belonging or in any way pertaining to the Land.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

1. Standby fees, taxes and assessments by any taxing authority for the year 2016 (which have been prorated as of the date hereof) and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, the payment of which Grantee assumes.
2. The matters set forth in Exhibit B attached hereto and incorporated herein to the extent same currently exist and affect the Property or any portion thereof.

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Grantor, for the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, and Grantee's successors and assigns forever. Grantor hereby binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is made by, through or under Grantor, but not otherwise, except as to the Reservations From and Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until the Note described herein is fully paid according to its terms, at which time this deed shall become absolute.

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

**EXHIBITS:**

Exhibit A – Property Description (57.55 AC)

Exhibit B – Reservations From and Exceptions To Conveyance and Warranty

**[COUNTERPART SIGNATURE PAGES FOLLOW]**

GUADALUPE COUNTY CLERK DOCUMENT NUMBER: 2016020115 PAGE: 3 OF 12

**COUNTERPART SIGNATURE PAGE TO  
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

**GRANTOR:**

**ROLLING HILLS RANCH DEVELOPMENT, LTD.**, a Texas limited partnership

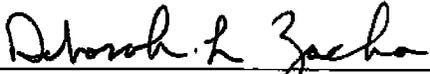
By Its Sole General Partner:  
**ROLLING HILLS RANCH MANAGEMENT, L.C.**, a Texas limited liability company

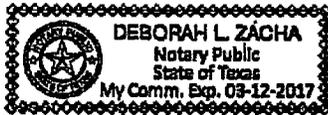
By:   
William W. Alston, Manager

STATE OF TEXAS

COUNTY OF WEBB

This instrument was acknowledged before me on July 28, 2016, by William W. Alston, Manager of Rolling Hills Ranch Management, L.C., a Texas limited liability company, the sole General Partner of Rolling Hills Ranch Development, Ltd., a Texas limited partnership, on behalf of said limited partnership.

  
Notary Public, State of Texas



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**EXHIBIT A**  
**PROPERTY DESCRIPTION (57.55 AC)**



**FIELD NOTES FOR  
PROPOSED PARKLANDS UNIT 2  
A 57.55 ACRE TRACT**

A 49.57 acre tract of land, out of the John Noyes Survey No. 259, Abstract No. 253 and the Carrol M. Gahogan, Jr. Survey No. 258, Abstract No. 142, Guadalupe County, Texas and being out of a 194.56 acre tract of land conveyed to Rolling Hills Ranch Development, Ltd. of record in Volume 2260 Page 335 of the Official Public Records of Guadalupe County, Texas and being more particularly described by metes and bounds as follows:

Commencing at a found iron rod in the southeast right-of-way line of County Road No. 376D, also known as Frhoese Road, for the northwest corner of a 3.164 acre tract conveyed to Raymond Hernandez of record in Document No. 200506025771 of the Official Public Records of Guadalupe County, Texas, for a northerly northeast corner of the 194.56 acre tract:

THENCE: S 24° 42' 23" E, along and with a northeast line of the 194.56 acre tract and the southwest line of the 3.164 acre tract, a distance of 208.78 feet to a found 1/2" iron rod, for the southwest corner of the 3.164 acre tract and the northwest corner of a 5.00 acre tract of land conveyed to Arnulfo Canales and Minerva Rodriguez of record in Volume 2322 Page 983 of the Official Public Records of Guadalupe County, Texas and for an angle point of the 194.56 acre tract:

THENCE: S 24° 53' 06" E, along and with a northeast line of the 194.56 acre tract and the southwest line of the 5.00 acre tract, a distance of 330.25 feet to a found 1/2" iron rod for the southwest corner of the 5.00 acre tract and the POINT OF BEGINNING, an interior corner of the 194.56 acre tract and the northwest corner of the tract described herein;

THENCE: N 64° 28' 18" E, along and with a northwest line of the 194.56 acre tract and the southeast line of the 5.00 acre tract, a distance of 660.12 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in the southwest line of a 8.99 acre tract of land conveyed to Wild West Farms, LLC of record in Volume 4072 Page 957 of the Official Public Records of Guadalupe County, Texas, for the southeast corner of the 5.00 acre tract, an exterior corner of the 194.56 acre tract and a northerly northeast corner of the tract described herein;

THENCE: S 24° 57' 37" E, along and with a northeast line of the 194.56 acre tract and the southwest line of the 8.99 acre tract, a distance of 250.59 feet to a found 1/2" iron rod, for the southwest corner of the 8.99 acre tract, an interior corner of the 194.56 acre tract and an exterior corner of the tract described herein;

THENCE: into and across the 194.56 acre tract of land, the following twenty-three (23) courses:

1. S 64°21'48" W, a distance of 20.10 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
2. S 25°38'14" E, a distance of 8.12 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
3. S 70°17'56" E, a distance of 57.79 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein,
4. S 24°57'37" E, a distance of 130.25 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein,



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5. S 19°45'20" W, a distance of 136.61 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein,
6. S 64°28'18" W, a distance of 352.25 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
7. S 25°31'42" E, a distance of 39.90 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature to the right of the tract described herein,
8. with a curve to the right having an arc of 83.06 feet, a radius of 325.00 feet, a delta of 14°38'38" and a chord bears S 18°12'23" E, a distance of 82.84 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of tangency of the tract described herein,
9. S 10°33'04" E, a distance of 84.49 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature to the left of the tract described herein,
10. with a curve to the left having an arc of 59.07 feet, a radius of 75.00 feet, a delta of 45°07'25" and a chord bears S 33°26'47" E, a distance of 57.55 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of tangency of the tract described herein,
11. S 56°00'29" E, a distance of 30.90 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
12. N 33°59'31" E, a distance of 277.71 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein,
13. N 53°06'52" E, a distance of 149.13 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein,
14. N 66°20'05" E, a distance of 236.36 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein,
15. N 59°07'30" E, a distance of 88.35 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein,
16. S 49°30'26" E, a distance of 99.48 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in a curve to the right, for an interior corner of the tract described herein,
17. with a non-tangent curve to the right having an arc of 56.19 feet, a radius of 50.00 feet, a delta of 64°23'28" and a chord bears N 64°44'59" E, a distance of 53.28 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
18. N 11°17'12" E, a distance of 26.31 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein,
19. N 44°25'14" E, a distance of 144.96 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
20. N 12°25'29" W, a distance of 133.74 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein,



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- 21. N 17°34'31" E, a distance of 221.04 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein,
- 22. N 32°34'31" E, a distance of 145.65 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein, and
- 23. N 47°34'31" E, a distance of 160.82 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in the southeast line a 10.00 acre tract of land conveyed to Roland A. Ortiz of record in Volume 2127 Page 665 of the Official Public Records of the Guadalupe County, Texas, for an external corner of the tract described herein;

THENCE: N 64° 17' 46" E, along and with a northwest line of the 194.56 acre tract and the southeast line of the 10.00 acre tract, at a distance of 131.05 feet passing a found ¼" iron rod for the southeast corner of the 10.00 acre tract and an interior corner of the 194.56 acre tract and contiguing into and across the 194.56 acre tract for a total distance of 188.61 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for the northeast corner of the tract described herein;

THENCE: Continuing into and across the 194.56 acre tract of land, the following twenty (20) courses:

- 1. S 14°07'28" E, a distance of 141.62 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying" for an angle point of the tract described herein,
- 2. S 17°45'35" E, a distance of 50.11 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein,
- 3. S 13°38'20" E, a distance of 120.00 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature of the tract described herein,
- 4. with a non-tangent curve to the left having an arc of 432.83 feet, a radius of 255.00 feet, a delta of 97°15'07" and a chord bears S 27°44'06"W, a distance of 382.71 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein,
- 5. S 69°06'32" W, a distance of 120.00 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature of the tract described herein,
- 6. with a non-tangent curve to the left having an arc of 153.14 feet, a radius of 374.57 feet, a delta of 23°25'31" and a chord bears S 32°35'24"E, a distance of 152.08 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of tangency,
- 7. S 44°24'05" E, a distance of 22.52 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein,
- 8. S 45°11'45" E, a distance of 65.27 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature of the tract described herein,
- 9. with a non-tangent curve to the right having an arc of 323.52 feet, a radius of 1873.00 feet, a delta of 09°53'48" and a chord bears S 49°45'09"W, a distance of 323.12 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
- 10. S 35°17'57" E, a distance of 126.00 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature of the tract described herein,



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11. with a non-tangent curve to the right having an arc of 116.93 feet, a radius of 2112.84 feet, a delta of 03°10'15" and a chord bears S 56°22'54"W, a distance of 116.92 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
12. S 31°56'15" E, a distance of 90.11 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature of the tract described herein,
13. with a non-tangent curve to the left having an arc of 38.57 feet, a radius of 25.00 feet, a delta of 08°23'21" and a chord bears S 13°30'15"W, a distance of 34.85 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of tangency,
14. S 30°33'26" E, a distance of 190.51 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein,
15. S 59°26'34" W, a distance of 54.00 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature of the tract described herein,
16. with a non-tangent curve to the left having an arc of 39.27 feet, a radius of 25.00 feet, a delta of 90°00'23" and a chord bears N 75°33'37"W, a distance of 35.36 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of tangency,
17. S 59°26'11" W, a distance of 95.08 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
18. S 38°34'54" E, a distance of 134.17 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature of the tract described herein,
19. with a curve to the left having an arc of 362.11 feet, a radius of 245.76 feet, a delta of 84°25'21" and a chord bears S 71°32'11"E, a distance of 330.23 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein, and
20. S 29°19'17" E, a distance of 142.49 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for the northeast corner of a 7.00 acre tract of land conveyed to James Roberson Jr. and Eleanor Roberson of record in Volume 1894 Page 673 of the Official Public Records of Guadalupe County, Texas, an interior corner of the 194.56 acre tract and a southeast corner of the tract described herein;

THENCE: S 60° 35' 06" W, along and with a southeast line of the 194.56 acre tract and the northwest line of the 7.0 acre tract at a distance of 623.16 feet passing a found ½" iron rod for the northwest corner of the 7.00 acre tract, in the east line of a 10.0 acre tract of land conveyed to James Roberson Jr. and Eleanor Roberson of record in Volume 1894 Page 673 of the Official Public Records of Guadalupe County, Texas and continuing into and across the 10.0 acre tract for a total distance of 1087.65 feet to a found ½" iron rod with a cap stamped "Kolodzie" in the northeast line of a 50.74 acre tract of land conveyed to Gerrad A. Brown of record in Volume 3135 Page 638 of the Official Public Records of Guadalupe County, Texas, for the southwest corner of the tract described herein;

THENCE: N 25° 04' 01" W, along and with the northeast line of the 50.74 acre tract, the southwest line of the 10.0 acre tract, a distance of 441.48 feet to a found ½" iron rod with a cap stamped "Kolodzie" for the northwest corner of the 10.0 acre tract, an angle point of the 194.56 acre tract and the tract described herein;

THENCE: N 25° 05' 15" W, along and with a southwest line of the 194.56 acre tract and continuing with the northeast line of the 50.74 acre tract, a distance of 625.48 feet to a found ½" iron rod for the northeast corner



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of the 50.74 acre tract, an interior corner of the 194.56 acre tract and an exterior corner of the tract described herein;

**THENCE:** Into and across the 194.56 acre tract of land, the following nine (9) courses:

1. N 33°59'31" E, a distance of 50.25 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
2. N 56°00'29" W, a distance of 681.19 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a westerly exterior corner of the tract described herein,
3. N 33°59'31" E, a distance of 296.27 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein,
4. N 64°28'18" E, a distance of 16.44 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
5. N 25°31'42" W, a distance of 107.99 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in a curve to the left, for an interior corner of the tract described herein,
6. with a non-tangent curve to the left having an arc of 32.38 feet, a radius of 175.00 feet, a delta of 10°36'05" and a chord bears N 69°46'20"E, a distance of 32.33 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
7. N 25°31'42" W, a distance of 170.00 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
8. S 64°28'18" W, a distance of 5.06 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein,
9. N 24°53'06" W, a distance of 20.00 feet to the POINT OF BEGINNING and containing 49.57 acres more or less situated in Guadalupe County, Texas and being described in accordance with a survey prepared by KFW Surveying. Basis of Bearing is: NAD83 Texas South Central Zone. Distances recited herein are surface distances calculated by using an average combined factor of 0.99984364551.

A 7.98 acre tract of land, out of the Carrol M. Cahogan, Jr. Survey No. 258, Abstract No. 142, Guadalupe County, Texas and being out of a 194.56 acre tract of land conveyed to Rolling Hills Ranch Development, Ltd. of record in Volume 2260 Page 355 of the Official Public Records of Guadalupe County, Texas and being more particularly described by metes and bounds as follows:

Commencing at a found iron rod for the northeast corner of a 50.74 acre tract of land conveyed to Gerrad A. Brown of record in Volume 3135 Page 638 of the Official Public Records of Guadalupe County, Texas and an interior corner of the 194.56 acre tract;

**THENCE:** S 64° 05' 52" W, along and with the northeast line of the 50.74 acre tract and a southwest line of the 194.56 acre tract, a distance of 377.66 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for the POINT OF BEGINNING and the southeast corner of the tract described herein;

**THENCE:** S 64° 05' 52" W, continuing along and with the northeast line of the 50.74 acre tract and a southwest line of the 194.56 acre tract, a distance of 622.47 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for the southwest corner of the tract described herein;



**THENCE:** Into and across the 194.56 acre tract of land, the following twenty (20) courses:

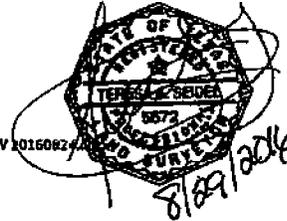
1. N 25°29'14" W, a distance of 274.63 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
2. S 64°30'46" W, a distance of 44.00 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a westerly exterior corner of the tract described herein,
3. N 25°29'14" W, a distance of 210.00 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein,
4. N 02°40'37" W, a distance of 102.33 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein,
5. N 00°57'16" W, a distance of 141.17 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a northwest corner of the tract described herein,
6. S 89°47'58" E, a distance of 137.14 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
7. N 15°00'25" E, a distance of 19.90 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature to the left of the tract described herein,
8. with a curve to the left having an arc of 32.15 feet, a radius of 200.00 feet, a delta of 09°12'36" and a chord bears N 10°24'07" E, a distance of 32.11 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a northerly northwest corner of the tract described herein,
9. S 84°12'11" E, a distance of 50.00 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in a curve to the right, for a northeast corner of the tract described herein,
10. with a non-tangent curve to the right having an arc of 48.19 feet, a radius of 250.00 feet, a delta of 09°12'36" and a chord bears S 10°24'07" W, a distance of 40.16 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of tangency,
11. S 15°00'25" W, a distance of 83.18 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature to the left of the tract described herein,
12. with a curve to the left having an arc of 36.62 feet, a radius of 175.00 feet, a delta of 11°59'28" and a chord bears S 09°00'41" W, a distance of 36.56 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
13. N 64°30'46" E, a distance of 290.72 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a northeast corner of the tract described herein,
14. S 25°29'14" E, a distance of 125.03 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in a curve to the right, for an interior corner of the tract described herein,
15. with a non-tangent curve to the right having an arc of 110.75 feet, a radius of 125.00 feet, a delta of 50°45'51" and a chord bears S 73°47'49" E, a distance of 107.16 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,



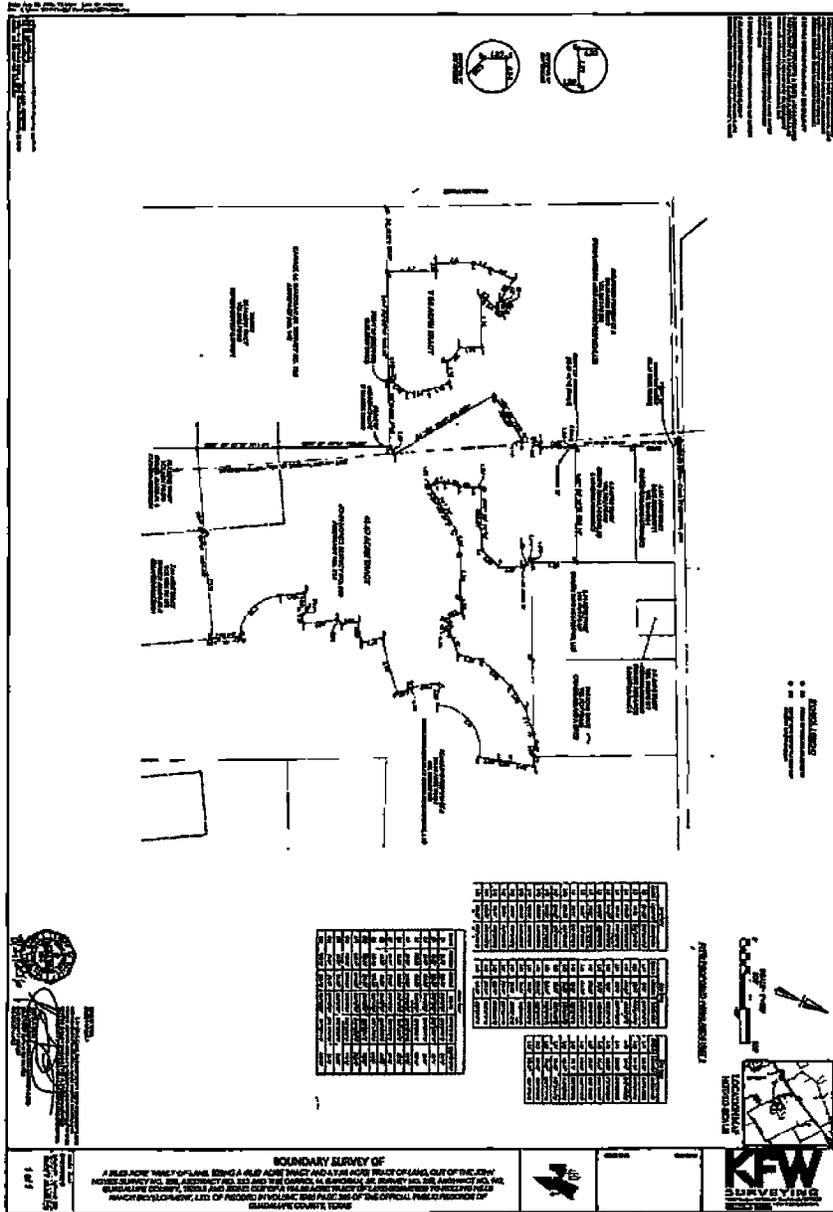
GUADALUPE COUNTY CLERK DOCUMENT NUMBER: 2016020115 PAGE: 10 OF 12

- 16. N 58°16'04" E, a distance of 125.26 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a northeast corner of the tract described herein,
- 17. S 43°30'02" E, a distance of 122.58 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point of the tract described herein,
- 18. S 31°43'56" E, a distance of 121.50 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an exterior corner of the tract described herein,
- 19. S 16°10'58" W, a distance of 107.24 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein, and
- 20. S 25°54'08" E, a distance of 20.00 feet to the POINT OF BEGINNING and containing 7.98 acres more or less situated in Guadalupe County, Texas and being described in accordance with a survey prepared by KFW Surveying. Basis of Bearing is NAD83 Texas South Central Zone. Distances recited herein are surface distances calculated by using an average combined factor of 0.99984364551.

Job No: 11-022  
Prepared by: KFW Surveying  
Date: August 24, 2016  
File: S:\Draw 2011\11-022 Parklands\DOCS\FN 57.55AC UNIT 2 REV 1016082.dwg



Form 6-01225-00



GUADALUPE COUNTY CLERK DOCUMENT NUMBER: 2016020115 PAGE: 12 OF 12

**EXHIBIT B**  
**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY**

1. Terms, provisions, conditions and restrictions in the Form of Memorandum Regarding Water Impact Fees (Parklands Subdivision), recorded in Volume 4028, Page 49, Official Public Records of Guadalupe County, Texas.
2. Terms, Conditions and Stipulations in the Agreement by and between:  
Parties: City of Schertz, La Salle Partners, Ltd., and Rolling Hills Ranch Development, Ltd.  
Recorded: January 9, 2013, in Volume 4024, Page 983, Official Public Records of Guadalupe County, Texas.  
Type: Agreement Regarding Cypress Point Sewer Facilities

**2016020115**  
**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**  
**09/13/2016 10:17:59 AM**  
**PAGES: 12**  
**TERESA KIEL, COUNTY CLERK**  
**GUADALUPE COUNTY, TEXAS**



*fedex*  
*→ Presidio title*  
*1373 Broadway #105*  
*Sa:TX 78209*



Letters of Credit Department  
1200 San Bernardo Ave.  
Laredo, TX 78040  
Tel: (956) 722-7611 Ext. 26442 Fax: (956) 794-8142  
Email: lcdepartment@ibc.com SWIFT: IBCBUS44  
Member International Bancshares Corporation-Member FDIC

AMENDMENT TO LETTER OF CREDIT NO. SBP702758

DECEMBER 20, 2022

CITY OF SCHERTZ  
1400 SCHERT PARKWAY  
BUILDING #1  
SCHERTZ, TX 78154

RE: AMENDMENT NO. 1

LC NO.: SBP702758  
APPLICANT: PARKLANDS UNITS 1 & 2, LTD.  
LC AMOUNT: USD 281,280.15  
EXPIRATION DATE: DECEMBER 10, 2023

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED FROM PARKLANDS UNITS 1 & 2, LTD., THIS LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

❖ LC AMOUNT INCREASED BY: USD 27,818.92  
FOR A NEW AGGREGATE BALANCE OF: USD 309,099.07

ALL OTHER TERMS AND CONDITIONS OF THIS LETTER OF CREDIT REMAIN IN FULL FORCE AND EFFECT.

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE MENTIONED LETTER OF CREDIT AND MUST BE ATTACHED THERETO.

PLEASE ACKNOWLEDGE RECEIPT AND AGREEMENT TO THIS AMENDMENT BY SIGNING THE ENCLOSED COPY AND RETURN IT TO INTERNATIONAL BANK OF COMMERCE, ATTENTION LETTERS OF CREDIT DEPARTMENT, 1200 SAN BERNARDO AVENUE, P.O. DRAWER 1359, LAREDO, TX 78042-1359.

XAVIER GONZALEZ  
VICE PRESIDENT

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

**Honorable Teresa Kiel, Guadalupe County Clerk**

**Document Number:** 202399002819  
**Recorded On:** February 06, 2023 09:14 AM  
**Total Pages:** 97  
**Total Fees:** \$407.25

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

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

**Receipt Number:** 20230206000024  
**User:** Leah D  
**Station:** Production 4

**Return To:**  
CSC

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**STATE OF TEXAS  
GUADALUPE COUNTY**

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



*Teresa Kiel*  
Teresa Kiel  
Guadalupe County Clerk  
Guadalupe County, TX

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** September 02, 2025  
**Department:** Human Resources  
**Subject:** Resolution 25-R-118 - Authorizing an agreement with Blue Cross Blue Shield of Texas for medical insurance for plan year 2026 (S.Gonzalez/J.Kurz)

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**BACKGROUND**

As part of the ongoing effort to combat rising healthcare premiums and develop a long-term sustainable benefits strategy, the City issued a Request for Proposals (RFP) for medical insurance for plan year 2026. Three proposals were received from Cigna (current carrier), Blue Cross Blue Shield, and United Healthcare. Prior to releasing the RFP, staff conducted a benchmark benefit analysis (specifically looking at plan design offerings) of Cibolo, Seguin, New Braunfels and San Marcos. Schertz continues to far surpass our peer cities relative to the level of benefit offered by our medical plans. In consultation with our benefits broker, staff has been exploring ways to maintain competitive benefit offerings while managing rising healthcare costs, especially in a tight budget environment. One such strategy is re-evaluating our plan designs and introducing incremental changes that will maximize premium savings. In this vein, proposals reflected some plan design changes, namely to maximum out-of-pocket (OOP) amounts and out-of-network benefit coverage.

**Proposed Plan Design Changes:**

1. Increase Max OOP by \$1,000 on all medical plans
2. Reduce Out of Network benefits after deductible from 60% to 50% coinsurance
3. Introduce 10% coinsurance on High Deductible Health Plan (HDHP). Plan pays 90% after deductible instead of 100% (until OOP max is reached)

With their initial proposal, United Healthcare was the least competitive of all the carriers, and they were not included in Best and Final Offers (BAFO). Below is a summary of Cigna and BCBS BAFOs.

Cigna BAFO: +6.5% increase across all plans. No rate cap offered for 2027.

BCBS BAFO: +1.96% increase on HDHP only. Rate pass on PPO plans. 15% rate cap offered for 2027.

Staff has concluded that BCBS is offering the best value medical plans to the City, and recommends contracting with BCBS for plan year 2026.

**GOAL**

Enter into an agreement with Blue Cross Blue Shield of Texas for medical insurance coverage for plan year 2026.

**COMMUNITY BENEFIT**

Through this RFP process, the City was able to effectively negotiate competitive medical benefits with minimal fiscal impact. This demonstrates staff's commitment to exercising fiscal stewardship and ensuring that we are providing the best value to our current employees, retirees, and ultimately, the taxpayers. Additionally, offering competitive and affordable benefits is an integral part of the City's total compensation strategy to more effectively recruit and retain top talent.

### **SUMMARY OF RECOMMENDED ACTION**

Approve Resolution 25-R-118

### **FISCAL IMPACT**

With the switch to BCBS, there will be a 1.96% increase in premiums on the HDHP, which is approximately \$16,500 (fund breakdown below). There will be no fiscal impact to the PPO plans.

General Fund = \$12,705

Water = \$1,155

EMS = \$2,310

Drainage = \$165

### **RECOMMENDATION**

Approve Resolution 25-R-118

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### **Attachments**

Resolution 25-R-118

CC Presentation 9-2-25

## **RESOLUTION 25-R-118**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT WITH BLUE CROSS BLUE SHIELD OF TEXAS FOR MEDICAL INSURANCE**

**WHEREAS**, the City solicited proposals from insurance carriers for medical insurance for plan year 2026; and

**WHEREAS**, after analysis of the responses, City staff and the City's insurance broker are confident that Blue Cross Blue Shield of Texas can provide insurance coverage and services at the best value; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to contract with Blue Cross Blue Shield of Texas for medical insurance.

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

Section 1. The City Council hereby authorizes the City Manager to enter into an agreement with Blue Cross Blue Shield of Texas for medical insurance.

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 \_\_\_\_\_, 2025

CITY OF SCHERTZ, TEXAS

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

ATTEST:

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

# 2026 Medical Insurance

RFP 2025-003

9/2/2025 City Council Meeting

Jessica Kurz | Director | Human Resources

**SCHERTZ**  
COMMUNITY. SERVICE. OPPORTUNITY.

# Background

- Current Medical Carrier – Cigna Healthcare
- Healthcare trends/costs → Unsustainable premium costs
- Issued RFP for medical coverage
  - 3 proposals received: Cigna, BCBSTX, United
- Responses included proposals with plan design changes
- After initial evaluation, most competitive vendors were invited to submit BAFOs.
- Conducted benchmark benefit analysis

Benchmarking Comparison of Plan Designs						
	Schertz Cigna - CURRENT	Schertz BCBS - PROPOSED	New Braunfels BCBS	Cibolo BCBS	Seguin BCBS	San Marcos UHC
<b>Base PPO</b>						
Deductible	\$1,500 / \$3,000	\$1,500 / \$3,000	\$3,000 / \$9,000	\$3,000 / \$9,000	\$1,500 / \$3,000	\$1,000 / \$2,000
Max OOP	\$3,000 / \$6,000	\$4,000 / \$7,000	\$6,000 / \$13,000	\$8,150 / \$13,500	\$4,000 / \$8,000	\$3,000 / \$6,000
Rates - EE Only	\$ -	\$ -	\$ 27.30	\$ -	\$ -	\$ 89.00
Rates - EE + Sp	\$ 287.89	\$ 287.89	\$ 376.52	\$ 568.04	\$ 597.35	\$ 337.00
Rates - EE + Ch	\$ 240.19	\$ 240.19	\$ 253.67	\$ 327.04	\$ 430.08	\$ 325.00
Rates - EE + Fam	\$ 448.52	\$ 448.52	\$ 513.02	\$ 968.46	\$ 841.08	\$ 600.00
<b>Buy up PPO</b>						
Deductible	\$1,000 / \$2,000	\$1,000 / \$2,000	\$2,000 / \$6,000	\$1,500 / \$4,500	No Buy Up PPO Offered	No Buy Up PPO Offered
Max OOP	\$2,000 / \$4,000	\$3,000 / \$5,000	\$4,000 / \$12,000	\$4,500 / \$13,500	No Buy Up PPO Offered	No Buy Up PPO Offered
Rates - EE Only	\$ 37.53	\$ 37.53	\$ 106.93	\$ 54.17		
Rates - EE + Sp	\$ 342.96	\$ 342.96	\$ 714.35	\$ 957.45		
Rates - EE + Ch	\$ 290.30	\$ 290.30	\$ 475.48	\$ 609.53		
Rates - EE + Fam	\$ 520.20	\$ 520.20	\$ 875.88	\$ 1,512.79		
<b>HDHP</b>						
Deductible	\$3,300 / \$6,000	\$3,400 / \$6,000	\$3,200 / \$9,000	\$5,000 / \$10,000	\$5,000 / \$10,000	No HSA Offered
Max OOP	\$3,300 / \$6,000	\$4,300 / \$7,000	\$6,000 / \$13,000	\$6,900 / \$13,800	\$5,000 / \$10,000	No HSA Offered
Rates - EE Only	\$ -	\$ -	\$ 16.25	\$ -	\$ -	
Rates - EE + Sp	\$ 229.34	\$ 229.34	\$ 156.98	\$ 150.06	\$ 408.11	
Rates - EE + Ch	\$ 191.33	\$ 191.33	\$ 105.80	\$ -	\$ 270.29	
Rates - EE + Fam	\$ 357.29	\$ 357.29	\$ 213.85	\$ 405.34	\$ 608.96	

# Benchmark Analysis

Plan Design ▲ Increase Max OOP \$1,000 on all plans  
 Reduce Out of Network benefits after deductible from 60% to 50% coinsurance  
 Introduce 10% coinsurance on HDHP. Plan pays 90% after deductible instead of 100% (until OOP max is reached)

NOTES: Rates are monthly.  
 No proposed change to employee rates for 2026.  
 With proposed changes, only San Marcos PPO offers better OOP max.  
 San Marcos only offers 1 medical plan and there is an employee cost for EE only coverage.  
 New Braunfels does not offer any 100% employer-paid coverage for EE only.  
 Schertz rates are the best out of all benchmarks, with the exception of New Braunfels HDHP.

Color Code Red text shows where benchmark benefit is LESS than COS  
 Green text shows where benchmark benefit is GREATER than COS  
 Blue text shows COS rates remain unchanged from 2025 to 2026

# Proposed Plan Design Changes

	Base PPO	Buy Up PPO	HDHP
<b>Increase Max OOP by \$1,000</b>	Current: \$3,000 / \$6,000 Proposed: \$4,000 / \$7,000	Current: \$3,000 / \$6,000 Proposed: \$4,000 / \$7,000	Current: \$3,300 / \$6,000 Proposed: \$4,300 / \$7,000
<b>Reduce Out of Network Benefit</b>	Current: 60% coinsurance after deductible Proposed: 50% coinsurance after deductible		
<b>Introduce 10% coinsurance on HDHP</b>	N/A	N/A	Current: Plan pays 100% after deductible*  Proposed: Plan pays 90% after deductible*

*\*until max OOP reached*

# BAFO Summary

	CIGNA	BCBSTX
Proposal	<ul style="list-style-type: none"> <li>+6.5% rate increase <u>across all plans</u></li> <li>No rate cap offered for 2027</li> <li>\$100K wellness, communication, tech fund</li> </ul>	<ul style="list-style-type: none"> <li>+1.96% Rate Increase on HDHP <u>only</u></li> <li>Rate Pass (no increase) on PPO plans</li> <li>15% Rate Cap offered for 2027</li> </ul>
Costs	<ul style="list-style-type: none"> <li>6.5% increase = approx. \$400K</li> </ul>	<ul style="list-style-type: none"> <li>1.96% HDHP increase = approx. \$16.5K                             <ul style="list-style-type: none"> <li>General Fund = \$12,705</li> <li>Water = \$1,155</li> <li>EMS = \$2,310</li> <li>Drainage = \$165</li> </ul> </li> <li>No fiscal impact to PPO plans</li> </ul>

\*United was least competitive carrier and did not participate in BAFOs.

# Next Steps

- Council Approval of Resolution 25-R-118
- Work with broker, carriers & ADP on implementation for 1/1/26 plan start
- Employee Communication
- Open Enrollment – October 2025
- FY 26
  - Continue review of current insurance plan designs in an effort to develop a long-term (sustainable) strategies for managing rising healthcare costs.

# COMMENTS AND QUESTIONS

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** September 02, 2025

**Department:** Planning & Community Development

**Ordinance 25-S-035 - Conduct a public hearing and consider a request for a Specific Use Permit to allow Mixed-Use Self-Storage in General Business District (GB) on approximately 2.14 acres, located along the**

**Subject:** **IH-35 North access road, approximately 900 feet west of the intersection of IH-35 and Cibolo Valley Drive, more specifically known as a portion of Guadalupe County Property Identification Number 62840, City of Schertz, Guadalupe County, Texas (B.James/L.Wood/W.Willingham)**

**BACKGROUND**

The applicant is requesting a Specific Use Permit to allow Mixed-Use Self-Storage in General Business District (GB) on approximately 2.14 acres of land. The subject property is currently undeveloped and not platted. Unified Development Code Article 16 defines Mixed-Use Self-Storage as a climate-controlled building containing ground floor retail, service, or office space with separate, individual storage units for rent or lease. The conduct of sales, business, or any activity other than storage shall be prohibited within the individual storage units and such buildings shall be a minimum of 45 feet in height.

As per UDC Section 21.5.8, a Specific Use Permit is required for Mixed-Use Self-Storage in General Business District (GB). More specifically, the applicant is proposing a four-story Mixed-Use Self-Storage building to include approximately 4,230 square feet of retail/office flex space as part of the ground floor of the building.

On July 25, 2025, four (4) public hearing notices were mailed to the surrounding property owners within a 200-foot boundary of the subject property. At the time of the staff report, zero (0) responses in favor, zero (0) responses neutral, and zero (0) responses in opposition have been received. A public hearing notice was published in the "San Antonio Express" on August 13, 2025 prior to the City Council Meeting. Additionally, one (1) notification sign was placed on the property along the IH-35 access road.

**Subject Property:**

	<b>Zoning</b>	<b>Land Use</b>
<b>Existing</b>	General Business District (GB)	Undeveloped
<b>Proposed</b>	General Business District with Specific Use Permit to allow Mixed-Use Self-Storage	Mixed-Use Self-Storage and Retail

**Adjacent Properties:**

	<b>Zoning</b>	<b>Land Use</b>
<b>North</b>	General Business District (GB)	Undeveloped

<b>South</b>	Right-of-Way	IH-35
<b>East</b>	General Business District (GB)	Undeveloped
<b>West</b>	Manufacturing District-Light (M-1)	Electric Substation

**GOAL**

The proposed Specific Use Permit is to allow Mixed-Use Self-Storage in General Business District (GB) on approximately 2.14 acres of land.

**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 considering specific use permit requests, staff considers the criteria listed in UDC Section 21.5.11.D. The criteria are listed below.

**1. The proposed use at the specified location is consistent with the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans.**

The proposed Specific Use Permit for Mixed-Use Self-Storage is consistent with the policies of the adopted Comprehensive Land Plan. The Comprehensive Land Plan designates this subject property as Regional Corridor. The Regional Corridor designation is intended for commercial and entertainment areas along major thoroughfares that serve populations within the city and the broader region. This includes regional shopping centers, department stores, and office buildings to include limited industrial and logistics uses, which are currently existing uses in the Regional Corridor land use type. The applicant is proposing a Mixed-Use Self-Storage building to include retail/office flex space on the ground floor of the development.

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

General Business District (GB) is intended to provide suitable areas for the development of non-residential uses which offer a wide variety of retail and service establishments that are generally oriented toward serving the overall needs of the entire community. These businesses are usually located on appropriately designed and attractively landscaped sites along principal transportation corridors. The proposed Specific Use Permit to allow Mixed-Use Self-Storage allows for retail and offices on the first floor of a multi-level enclosed storage facility located along the IH-35 access road.

**3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods.**

The subject property is surrounded by other General Business District (GB) properties and is compatible with the surrounding properties. To the east of the subject property exists undeveloped property zoned as (GB) while approximately 300 feet north of the property exists an electrical substation. The parcel of land to the north and east of this property is also zoned as Manufacturing District-Light (M-1) further north from the IH-35 frontage.

**4. The proposed use will not adversely affect the overall health, safety, or general welfare of the City.**

As part of promoting health, safety, and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts. Due to

the existing General Business District (GB) zoning of the surrounding properties and the location of the subject property on IH-35, the proposed Specific Use Permit to allow Mixed-Use Self-Storage in General Business District (GB) would not pose an adverse impact on adjacent properties.

The City of Schertz Fire, EMS, and Police Departments have been notified of the specific use permit and have not provided any specific concerns relating to this request.

**5. Whether other factors are deemed relevant and important in the consideration of the Specific Use Permit.**

Staff has ensured all Unified Development Code requirements have been met for the proposed Specific Use Permit. The public hearing and City Council discussion is an environment where the City Council can discuss other criteria relevant to the consideration of the Specific Use Permit.

**RECOMMENDATION**

Staff recommends approval of Ordinance 25-S-035, the Specific Use Permit to allow Mixed-Use Self-Storage at the subject property, conditioned upon the following:

1. A building permit is approved within two (2) years of the adoption of the SUP ordinance in accordance with Unified Development Code Article 5, Section 21.5.11.F Expiration of Specific Use Permit.
2. Twenty-Five (25%) of the usable square footage of the first floor of the proposed Mixed-Use Self-Storage building be for office, service, or retail space, separate from the individual units for rent or lease, and must be along the side of the building facing the IH-35 street frontage.

The Planning and Zoning Commission met on August 6, 2025 and made a recommendation to approve the proposed specific use permit with conditions as presented by staff, to City Council, with a 6-0 vote.

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**Attachments**

Ordinance 25-S-035 with attachments

Public Hearing Notice Map

Aerial Exhibit

Metes and Bounds

City Council Presentation Slides

**ORDINANCE 25-S-035**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO APPROVE A SPECIFIC USE PERMIT TO ALLOW MIXED-USE SELF-STORAGE IN GENERAL BUSINESS DISTRICT (GB) ON APPROXIMATELY 2.14 ACRES, LOCATED ALONG THE IH-35 NORTH ACCESS ROAD, APPROXIMATELY 900 FEET WEST OF THE INTERSECTION OF IH-35 AND CIBOLO VALLEY DRIVE, MORE SPECIFICALLY KNOWN AS A PORTION OF GUADALUPE COUNTY PARCEL IDENTIFICATION NUMBER 62840, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS**

**WHEREAS**, an application for a Specific Use Permit to allow Mixed-Use Self-Storage in General Business District (GB) on approximately 2.14 acres, located along the IH-35 North access road, approximately 900 feet west of the intersection of IH-35 and Cibolo Valley Drive, more specifically known as a portion of Guadalupe County Property Identification Number 62840, more specifically described in Exhibit A (herein, the “Property”) has been filed with the City; and

**WHEREAS**, the City’s Unified Development Code Section 21.5.11. D. provides for certain criteria to be considered by the Planning and Zoning Commission in making recommendations to City Council and by City Council in considering final action on a requested specific use permit (the “Criteria”); and

**WHEREAS**, on August 6, 2025, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the Specific Use Permit for Mixed-Use Self-Storage; and

**WHEREAS**, on September 2, 2025 the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested Specific Use Permit be approved as provided for herein.

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

Section 1. A Specific Use Permit for a portion of Guadalupe County Property ID 62840, more particularly described in the attached Exhibit A, is hereby approved to allow Mixed-Use Self-Storage conditioned upon the following occurring:

- a) A building permit is approved within two (2) years of the adoption of the SUP Ordinance in accordance with Unified Development Code Article 5, Section 21.5.11.F Expiration of Specific Use Permit.
- b) Twenty-five percent (25%) of the usable square footage of the first floor of the proposed Mixed-Use Self-Storage building be for office, service, or retail space, separate from the individual self-storage units for rent or lease.

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

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

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

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

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

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

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

PASSED, APPROVED and ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2025.

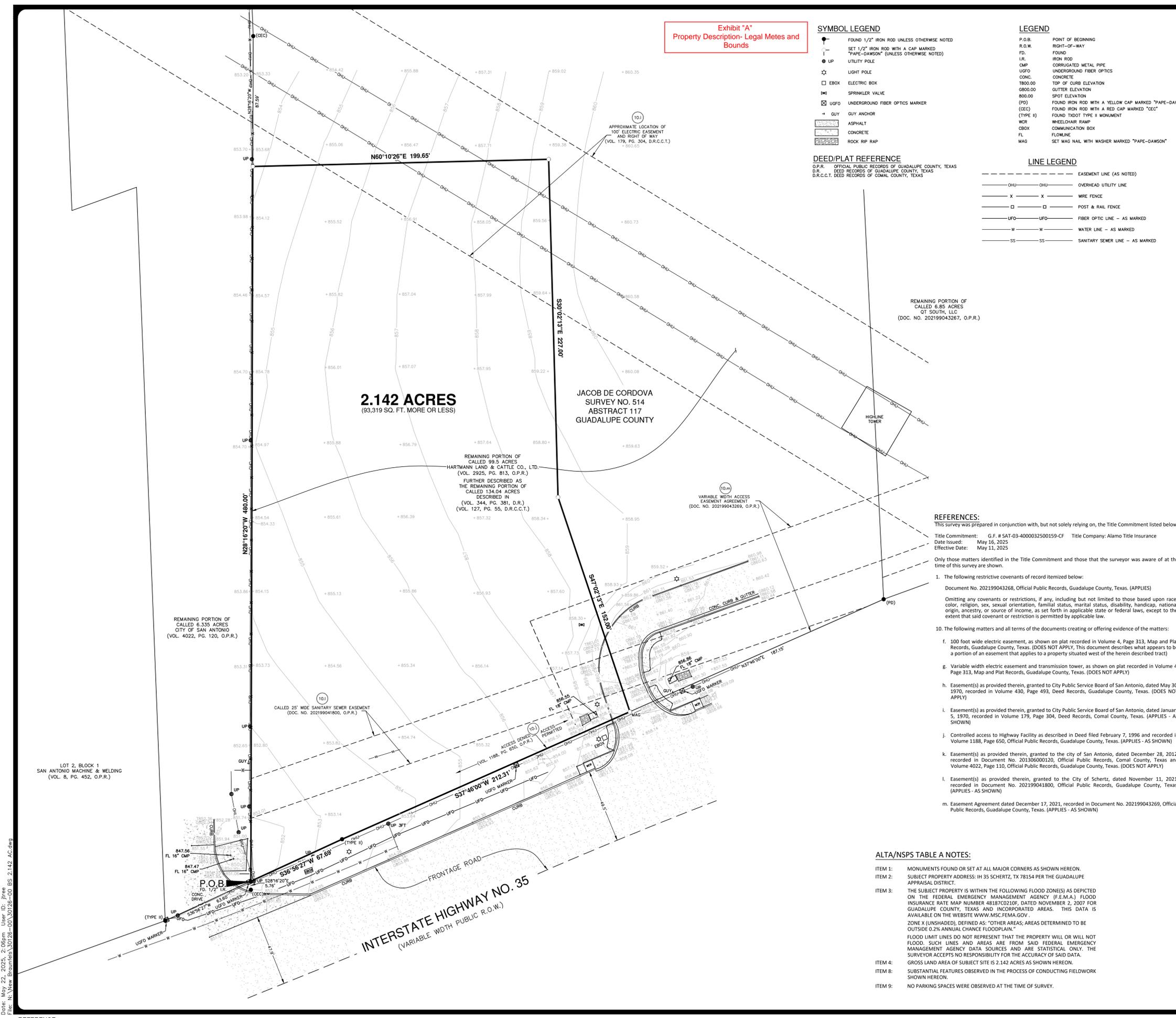
CITY OF SCHERTZ, TEXAS

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

ATTEST:

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

Exhibit "A"  
Property Description- Legal Metes and Bounds



**Exhibit "A"**  
Property Description - Legal Metes and Bounds

**SYMBOL LEGEND**

—	FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED
—	SET 1/2" IRON ROD WITH A CAP MARKED "PAPE-DAWSON" (UNLESS OTHERWISE NOTED)
●	UTILITY POLE
○	LIGHT POLE
□	ELECTRIC BOX
⊠	SPRINKLER VALVE
⊞	UNDERGROUND FIBER OPTICS MARKER
+	QUIY
⊙	QUIY ANCHOR
—	ASPHALT
—	CONCRETE
—	ROCK RIP RAP

**LEGEND**

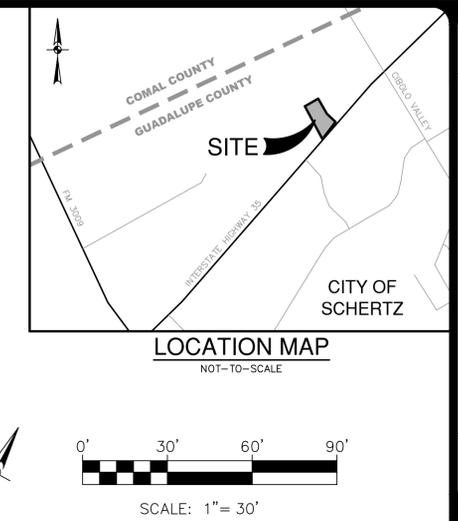
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
FD.	FOUND
IRP.	IRON ROD
CMP.	CORRUGATED METAL PIPE
UFO.	UNDERGROUND FIBER OPTICS
CONC.	CONCRETE
1800.00	TOP OF CURB ELEVATION
0800.00	UTILITY ELEVATION
800.00	SPOT ELEVATION
(PD)	FOUND IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON"
(CEC)	FOUND IRON ROD WITH A RED CAP MARKED "CEC"
(TYPE II)	FOUND TxDOT TYPE II MONUMENT
WCR	WHEELCHAIR RAMP
CBOX	COMMUNICATION BOX
FL	FLOWLINE
MAG	SET MAG NAIL WITH WASHER MARKED "PAPE-DAWSON"

**DEED/PLAT REFERENCE**

O.P.R. OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS  
D.R. DEED RECORDS OF GUADALUPE COUNTY, TEXAS  
D.R.C.C.T. DEED RECORDS OF COMAL COUNTY, TEXAS

**LINE LEGEND**

---	EASEMENT LINE (AS NOTED)
—OHL—	OVERHEAD UTILITY LINE
X X	WIRE FENCE
□ □	POST & RAIL FENCE
—UFO—	FIBER OPTIC LINE - AS MARKED
—W—	WATER LINE - AS MARKED
—SS—	SANITARY SEWER LINE - AS MARKED



- NOTES:**
- THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD2011) EPOCH 2010.00, FROM THE TEXAS STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
  - VERTICAL DATUM IS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988, GEOID 12B.
  - CONTOURS SHOWN HEREON ARE BASED ON AN ON THE GROUND SURVEY, FIELDWORK COMPLETED ON MAY 21, 2025.
  - THE COORDINATES SHOWN HEREON ARE SURFACE VALUES USING A SURFACE ADJUSTMENT FACTOR OF 1.00015. THESE VALUES SHOULD BE CONVERTED TO STATE PLANE GRID COORDINATES BY APPLYING THE RECIPROCAL - 0.99985022496928.
  - ILLUSTRATED UTILITIES ARE BASED ON FOUND VISIBLE EVIDENCE. THE LOCATION AND DEPTH OF EXISTING UTILITIES SHOULD BE FIELD VERIFIED BEFORE CONSTRUCTION. THE SURVEYOR DOES NOT HAVE KNOWLEDGE AS TO THE AVAILABILITY OF SERVICE TO, OR THE STATUS OF THE UTILITIES ON THIS SITE.
  - THE SURVEYOR DID NOT RESEARCH THE MINERAL TITLE OF THE SUBJECT PROPERTY OR ANY EXISTING OIL AND GAS LEASES WHICH MAY AFFECT THE USE OF SAID PROPERTY.

**METES AND BOUNDS DESCRIPTION FOR**

A 2.142 ACRE, OR 93,319 SQUARE FEET MORE OR LESS, TRACT OF LAND OUT OF THE REMAINING PORTION OF A CALLED 99.5 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO HARTMANN LAND & CATTLE CO., LTD., RECORDED IN VOLUME 2925, PAGE 813, OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, FURTHER DESCRIBED AS THE REMAINING PORTION OF A CALLED 134.04 ACRE TRACT OF LAND, RECORDED IN VOLUME 344, PAGE 381, OF THE DEED RECORDS OF GUADALUPE COUNTY, TEXAS, AND IN VOLUME 127, PAGE 55, OF THE DEED RECORDS OF COMAL COUNTY, TEXAS, OUT OF THE JACOB DE CORDOVA SURVEY NO. 514, ABSTRACT 117, IN GUADALUPE COUNTY, TEXAS, SAID 2.142 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NAD2011) EPOCH 2010.00.

**BEGINNING:** AT A FOUND 1/2" IRON ROD ON A NORTHEAST LINE OF A CALLED 6.335 ACRE TRACT OF LAND, RECORDED IN VOLUME 4022, PAGE 120, OF SAID OFFICIAL PUBLIC RECORDS, ON THE NORTHWEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 35, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, AND AT THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND TxDOT TYPE II MONUMENT AT THE SOUTHERNMOST CORNER OF SAID 6.335 ACRE TRACT, AT THE EAST CORNER OF LOT 2, BLOCK 1, OF SAN ANTONIO MACHINE & WELDING, RECORDED IN VOLUME 8, PAGE 452, OF SAID OFFICIAL PUBLIC RECORDS, AND AT AN ANGLE POINT IN THE NORTHWEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 35, BEARS S 36°56'27" W, A DISTANCE OF 63.60 FEET AND FROM WHICH A FOUND 1/2" IRON ROD WITH A RED CAP MARKED "CEC" AT THE EAST CORNER OF SAID 6.335 ACRE TRACT, BEARS S 28°16'20" E, A DISTANCE OF 5.76 FEET.

**THENCE:** N 28°16'20" W, DEPARTING THE NORTHWEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 35, WITH SAID NORTHEAST LINE OF SAID 6.335 ACRE TRACT, A DISTANCE OF 480.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON" AT THE WEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 1/2" IRON ROD WITH A RED CAP MARKED "CEC" AT AN ANGLE POINT IN SAID NORTHEAST LINE OF SAID 6.335 ACRE TRACT, BEARS N 28°16'20" W, A DISTANCE OF 87.57 FEET;

**THENCE:** DEPARTING SAID NORTHEAST LINE OF SAID 6.335 ACRE TRACT, OVER AND ACROSS SAID 99.5 ACRE TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

N 60°10'26" E, A DISTANCE OF 199.65 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON" AT THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

S 30°02'13" E, A DISTANCE OF 227.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

AND S 47°02'13" E, A DISTANCE OF 152.00 FEET TO A SET MAG NAIL WITH A WASHER MARKED "PAPE-DAWSON" ON THE NORTHWEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 35 AND AT THE EAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON" AT THE SOUTH CORNER OF A CALLED 6.85 ACRE TRACT OF LAND, RECORDED IN DOCUMENT NO. 202199043267, OF SAID OFFICIAL PUBLIC RECORDS, AND AT AN ANGLE POINT IN THE NORTHWEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 35, BEARS N 37°46'00" E, A DISTANCE OF 187.15 FEET;

**THENCE:** WITH THE NORTHWEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY NO. 35, THE FOLLOWING BEARINGS AND DISTANCES:

S 37°46'00" W, A DISTANCE OF 212.31 FEET TO A FOUND TxDOT TYPE II MONUMENT;

AND S 36°56'27" W, A DISTANCE OF 67.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.142 ACRES IN GUADALUPE COUNTY, TEXAS.

- REFERENCES:**
- This survey was prepared in conjunction with, but not solely relying on, the Title Commitment listed below.
- Title Commitment: G.F. # SAT-03-4000032500159-CF Title Company: Alamo Title Insurance  
Date Issued: May 16, 2025  
Effective Date: May 11, 2025
- Only those matters identified in the Title Commitment and those that the surveyor was aware of at the time of this survey are shown.
- The following restrictive covenants of record itemized below:
    - Document No. 202199043268, Official Public Records, Guadalupe County, Texas. (APPLIES)
  - Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
  - The following matters and all terms of the documents creating or offering evidence of the matters:
    - f. 100 foot wide electric easement, as shown on plat recorded in Volume 4, Page 313, Map and Plat Records, Guadalupe County, Texas. (DOES NOT APPLY, THIS DOCUMENT DESCRIBES WHAT APPEARS TO BE A PORTION OF AN EASEMENT THAT APPLIES TO A PROPERTY SITUATED WEST OF THE HEREIN DESCRIBED TRACT)
    - g. Variable width electric easement and transmission tower, as shown on plat recorded in Volume 4, Page 313, Map and Plat Records, Guadalupe County, Texas. (DOES NOT APPLY)
    - h. Easement(s) as provided therein, granted to City Public Service Board of San Antonio, dated May 30, 1970, recorded in Volume 430, Page 493, Deed Records, Guadalupe County, Texas. (DOES NOT APPLY)
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    - j. Controlled access to Highway Facility as described in Deed filed February 7, 1996 and recorded in Volume 1188, Page 650, Official Public Records, Guadalupe County, Texas. (APPLIES - AS SHOWN)
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    - m. Easement Agreement dated December 17, 2021, recorded in Document No. 202199043269, Official Public Records, Guadalupe County, Texas. (APPLIES - AS SHOWN)

- ALTA/NSPS TABLE A NOTES:**
- MONUMENTS FOUND OR SET AT ALL MAJOR CORNERS AS SHOWN HEREON.
  - SUBJECT PROPERTY ADDRESS: IH 35 SCHERTZ, TX 78154 PER THE GUADALUPE APPRAISAL DISTRICT.
  - THE SUBJECT PROPERTY IS WITHIN THE FOLLOWING FLOOD ZONE(S) AS DEPICTED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP NUMBER 48357C2110F, DATED NOVEMBER 2, 2007 FOR GUADALUPE COUNTY, TEXAS AND INCORPORATED AREAS. THIS DATA IS AVAILABLE ON THE WEBSITE WWW.MSC.FEMA.GOV.  
ZONE X (UNSHADED), DEFINED AS: "OTHER AREAS; AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN."  
FLOOD LIMIT LINES DO NOT REPRESENT THAT THE PROPERTY WILL OR WILL NOT FLOOD. SUCH LINES AND AREAS ARE FROM SAID FEDERAL EMERGENCY MANAGEMENT AGENCY DATA SOURCES AND ARE STATISTICAL IN NATURE. THE SURVEYOR ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OF SAID DATA.
  - GROSS LAND AREA OF SUBJECT SITE IS 2.142 ACRES AS SHOWN HEREON.
  - SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING FIELDWORK SHOWN HEREON.
  - NO PARKING SPACES WERE OBSERVED AT THE TIME OF SURVEY.

TO: MCM RANCH CO., LTD.; HARTMANN LAND & CATTLE CO., LTD.; KEITH KLABUNDE; BRANDA FUHRMANN; KIMBERLEY WILLIAMS AND JAMIE KLABUNDE; THOMAS O. BRUNDAGE; HOWDY NEIGHBORS, LLC; AND ALAMO TITLE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 4, 8, AND 9 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON MAY 21, 2025.

DATE OF MAP OR PLAT: MAY 22, 2025

JOSHUA M. TREE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7186  
JTREE@PAPE-DAWSON.COM

Date: May 22, 2025, 9:05am User: JMT Job: 30126-00 BS: 2.142 AC.dwg  
File: N:\New Encumbrance\30126-00\30126-00\_BS\_2.142\_AC.dwg

DATE	
REVISION	
NO.	

**PAPE-DAWSON ENGINEERS**

1672 INDEPENDENCE DR. STE 102 | NEW BRAUNFELS, TX 78132 | 800.632.5683  
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #1008800

**ALTANSPS LAND TITLE SURVEY**

A 2.142 ACRE, OR 93,319 SQUARE FEET MORE OR LESS, TRACT OF LAND OUT OF THE REMAINING PORTION OF A CALLED 99.5 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO HARTMANN LAND & CATTLE CO., LTD., RECORDED IN VOLUME 2925, PAGE 813, OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, FURTHER DESCRIBED AS THE REMAINING PORTION OF A CALLED 134.04 ACRE TRACT OF LAND, RECORDED IN VOLUME 344, PAGE 381, OF THE DEED RECORDS OF GUADALUPE COUNTY, TEXAS, AND IN VOLUME 127, PAGE 55, OF THE DEED RECORDS OF COMAL COUNTY, TEXAS, OUT OF THE JACOB DE CORDOVA SURVEY NO. 514, ABSTRACT 117, IN GUADALUPE COUNTY, TEXAS.

JOB NO.	30126-00
DATE	MAY 21, 2025
CHECKED	JMT DRAWN DF
CIVIL JOB NO.	---
REFERENCE:	30088-00
SHEET	1 OF 1



# City of Schertz

Parcel ID:  
**62840**



Project Boundary



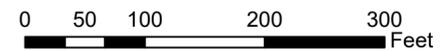
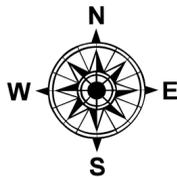
City Limits

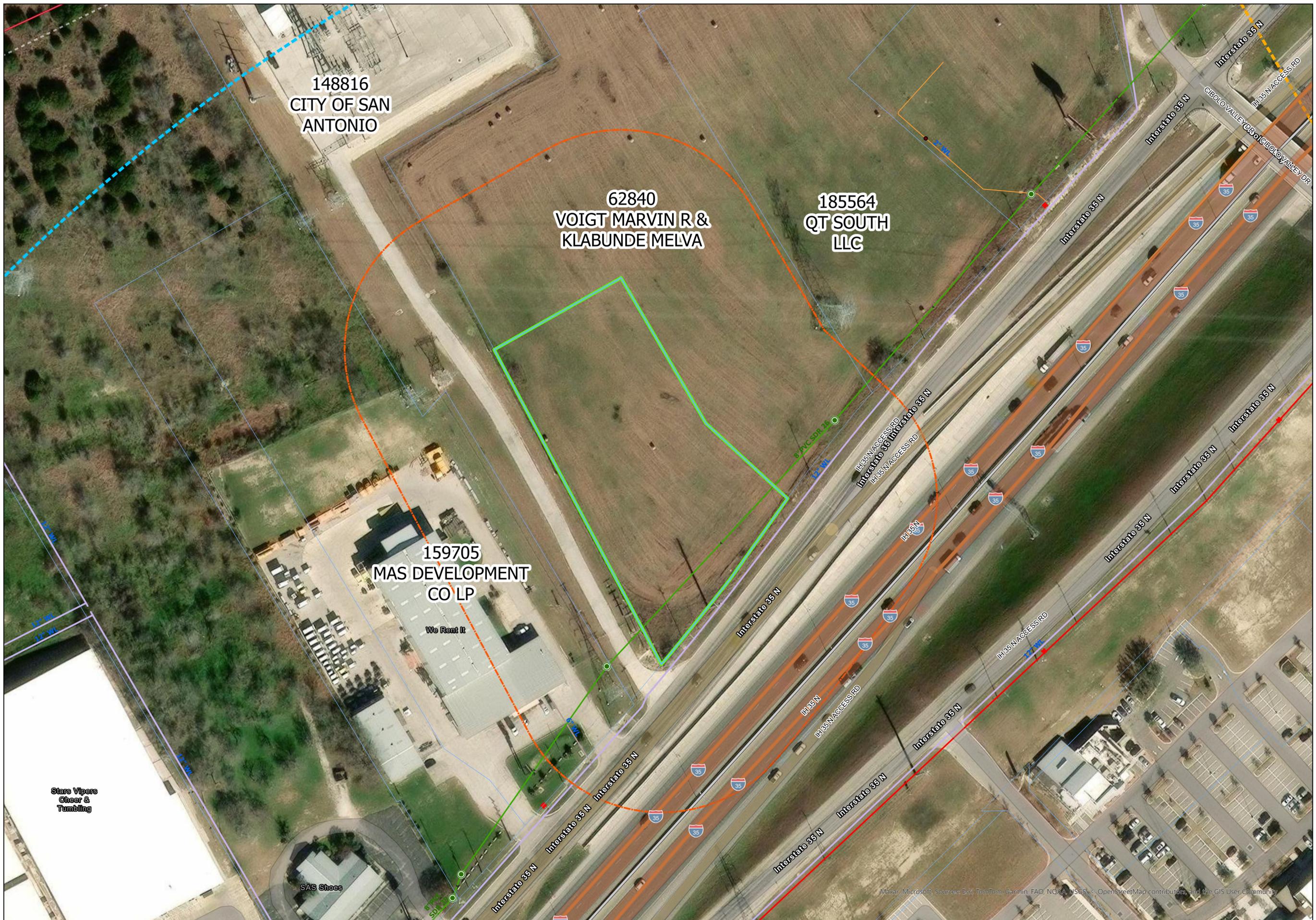


Schertz ETJ  
Boundary



200' Buffer





148816  
CITY OF SAN ANTONIO

62840  
VOIGT MARVIN R &  
KLABUNDE MELVA

185564  
QT SOUTH LLC

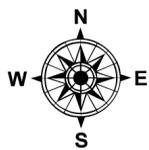
159705  
MAS DEVELOPMENT  
CO LP

We Rent It

Stars Vipere  
Cheer &  
Tumbling

SAS Shoes

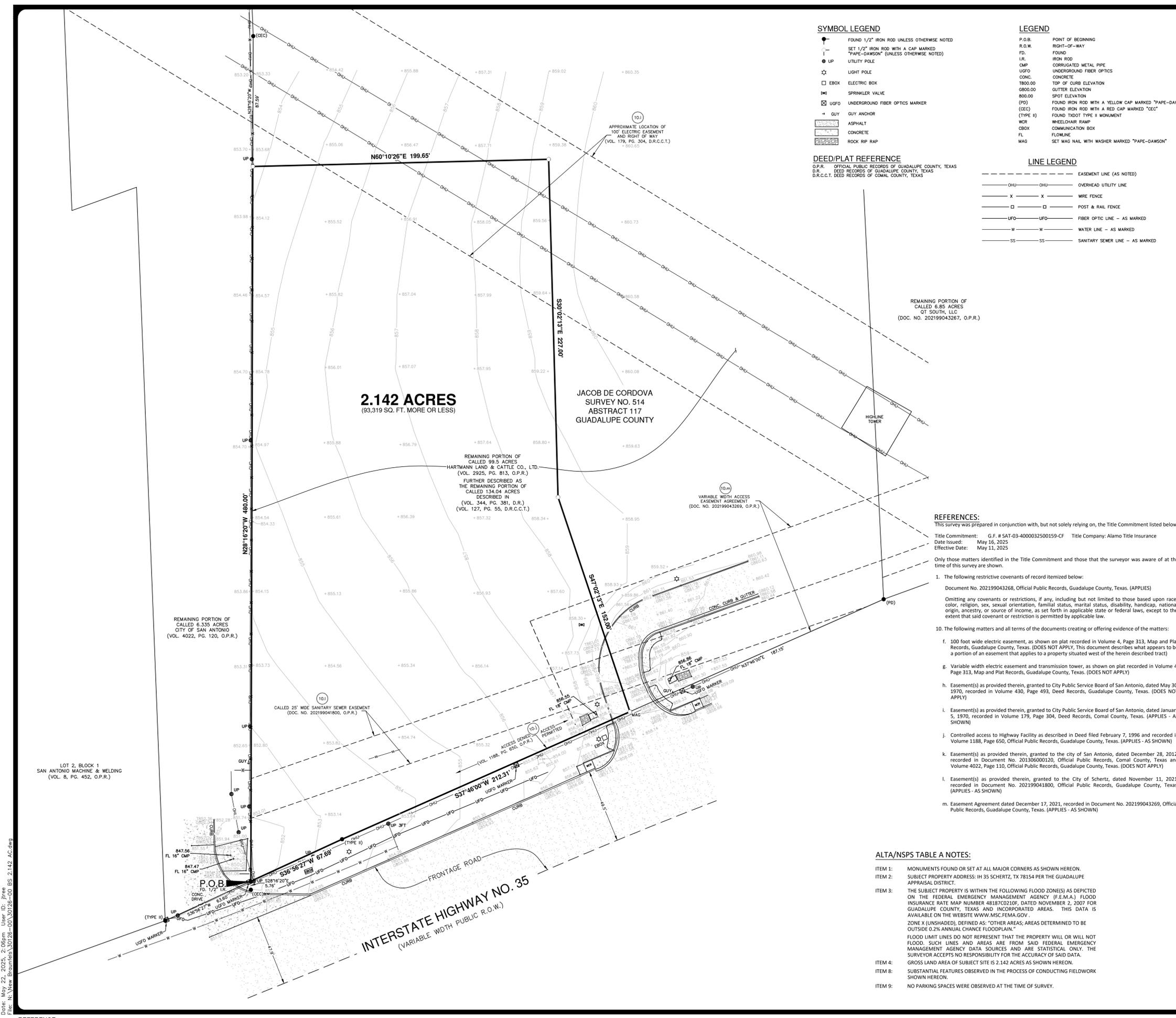
Maxar, Microsoft, Sources: Esri, TomTom, Garmin, FAO, NOAA, NGS, © OpenStreetMap contributors, and the GIS User Community



**SCHIERTZ**  
COMMUNITY • SERVICE • OPPORTUNITY

PARCEL ID:  
62840





**SYMBOL LEGEND**

- FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED
- SET 1/2" IRON ROD WITH A CAP MARKED "PAPE-DAWSON" (UNLESS OTHERWISE NOTED)
- UTILITY POLE
- LIGHT POLE
- EBOX
- SPRINKLER VALVE
- UGFO UNDERGROUND FIBER OPTICS MARKER
- QUIY QUIY ANCHOR
- ASPHALT
- CONCRETE
- ROCK RIP RAP

**LEGEND**

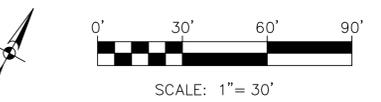
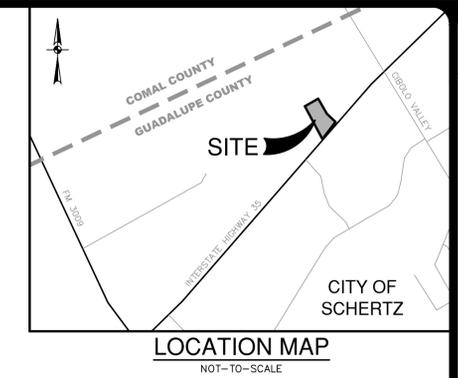
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- FD. FOUND
- IRP. IRON ROD
- CMP CORRUGATED METAL PIPE
- UGFO UNDERGROUND FIBER OPTICS
- CONC. CONCRETE
- 1800.00 TOP OF CURB ELEVATION
- 0800.00 GUTTER ELEVATION
- 800.00 SPOT ELEVATION
- (PD) FOUND IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON"
- (CEC) FOUND TxDOT TYPE II MONUMENT
- (TYPE II) WCR WHEELCHAIR RAMP
- CBOX COMMUNICATION BOX
- FL FLOWLINE
- MAG SET MAG NAIL WITH WASHER MARKED "PAPE-DAWSON"

**DEED/PLAT REFERENCE**

O.P.R. OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS  
 D.R. DEED RECORDS OF GUADALUPE COUNTY, TEXAS  
 D.R.C.C.T. DEED RECORDS OF COMAL COUNTY, TEXAS

**LINE LEGEND**

- EASEMENT LINE (AS NOTED)
- O.H.U. OVERHEAD UTILITY LINE
- X X WIRE FENCE
- □ POST & RAIL FENCE
- U.F.O. FIBER OPTIC LINE - AS MARKED
- W WATER LINE - AS MARKED
- S.S. SANITARY SEWER LINE - AS MARKED



- NOTES:**
- THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD2011) EPOCH 2010.00, FROM THE TEXAS STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
  - VERTICAL DATUM IS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988, GEOID 12B.
  - CONTOURS SHOWN HEREON ARE BASED ON AN ON THE GROUND SURVEY, FIELDWORK COMPLETED ON MAY 21, 2025.
  - THE COORDINATES SHOWN HEREON ARE SURFACE VALUES USING A SURFACE ADJUSTMENT FACTOR OF 1.00015. THESE VALUES CAN BE CONVERTED TO STATE PLANE GRID COORDINATES BY APPLYING THE RECIPROCAL = 0.99985022496928.
  - ILLUSTRATED UTILITIES ARE BASED ON FOUND VISIBLE EVIDENCE. THE LOCATION AND DEPTH OF EXISTING UTILITIES SHOULD BE FIELD VERIFIED BEFORE CONSTRUCTION. THE SURVEYOR DOES NOT HAVE KNOWLEDGE AS TO THE AVAILABILITY OF SERVICE TO, OR THE STATUS OF THE UTILITIES ON THIS SITE.
  - THE SURVEYOR DID NOT RESEARCH THE MINERAL TITLE OF THE SUBJECT PROPERTY OR ANY EXISTING OIL AND GAS LEASES WHICH MAY AFFECT THE USE OF SAID PROPERTY.

**METES AND BOUNDS DESCRIPTION FOR**

A 2.142 ACRE, OR 93,319 SQUARE FEET MORE OR LESS, TRACT OF LAND OUT OF THE REMAINING PORTION OF A CALLED 99.5 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO HARTMANN LAND & CATTLE CO., LTD., RECORDED IN VOLUME 2925, PAGE 813, OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, FURTHER DESCRIBED AS THE REMAINING PORTION OF A CALLED 134.04 ACRE TRACT OF LAND, RECORDED IN VOLUME 344, PAGE 381, OF THE DEED RECORDS OF GUADALUPE COUNTY, TEXAS, AND IN VOLUME 127, PAGE 55, OF THE DEED RECORDS OF COMAL COUNTY, TEXAS, OUT OF THE JACOB DE CORDOVA SURVEY NO. 514, ABSTRACT 117, IN GUADALUPE COUNTY, TEXAS, SAID 2.142 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NAD2011) EPOCH 2010.00.

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  - THE SUBJECT PROPERTY IS WITHIN THE FOLLOWING FLOOD ZONE(S) AS DEPICTED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP NUMBER 48357C2110F, DATED NOVEMBER 2, 2007 FOR GUADALUPE COUNTY, TEXAS AND INCORPORATED AREAS. THIS DATA IS AVAILABLE ON THE WEBSITE WWW.MSC.FEMA.GOV.  
 ZONE X (UNSHADED), DEFINED AS: "OTHER AREAS; AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN."  
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  - SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING FIELDWORK SHOWN HEREON.
  - NO PARKING SPACES WERE OBSERVED AT THE TIME OF SURVEY.

TO: MCM RANCH CO., LTD.; HARTMANN LAND & CATTLE CO., LTD.; KEITH KLABUNDE; BRANDA FUHRMANN; KIMBERLEY WILLIAMS AND JAMIE KLABUNDE; THOMAS O. BRUNDAGE; HOWDY NEIGHBORS, LLC; AND ALAMO TITLE COMPANY.

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THE FIELD WORK WAS COMPLETED ON MAY 21, 2025.

DATE OF MAP OR PLAT: MAY 22, 2025

JOSHUA M. TREE  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7186  
 JTREE@PAPE-DAWSON.COM

Date: May 22, 2025, 9:05am User: JD: jtree  
 File: N:\New Encumbrance\2025\203\2125-00\_BS\_2.142\_Ac.dwg

NO.	REVISION	DATE

**PAPE-DAWSON ENGINEERS**

1672 INDEPENDENCE DR. STE 102 | NEW BRAUNFELS, TX 78132 | 800.632.5633  
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #1008800

**ALTANSPS LAND TITLE SURVEY**

A 2.142 ACRE, OR 93,319 SQUARE FEET MORE OR LESS, TRACT OF LAND OUT OF THE REMAINING PORTION OF A CALLED 99.5 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO HARTMANN LAND & CATTLE CO., LTD., RECORDED IN VOLUME 2925, PAGE 813, OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, FURTHER DESCRIBED AS THE REMAINING PORTION OF A CALLED 134.04 ACRE TRACT OF LAND, RECORDED IN VOLUME 344, PAGE 381, OF THE DEED RECORDS OF GUADALUPE COUNTY, TEXAS, AND IN VOLUME 127, PAGE 55, OF THE DEED RECORDS OF COMAL COUNTY, TEXAS, OUT OF THE JACOB DE CORDOVA SURVEY NO. 514, ABSTRACT 117, IN GUADALUPE COUNTY, TEXAS.

JOB NO.	30126-00
DATE	MAY 21, 2025
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CIVIL JOB NO.	---
REFERENCE:	30088-00
SHEET	1 OF 1

# Ord. 25-S-035

Proposed SUP for Mixed-Use Self-Storage

William Willingham | Planner

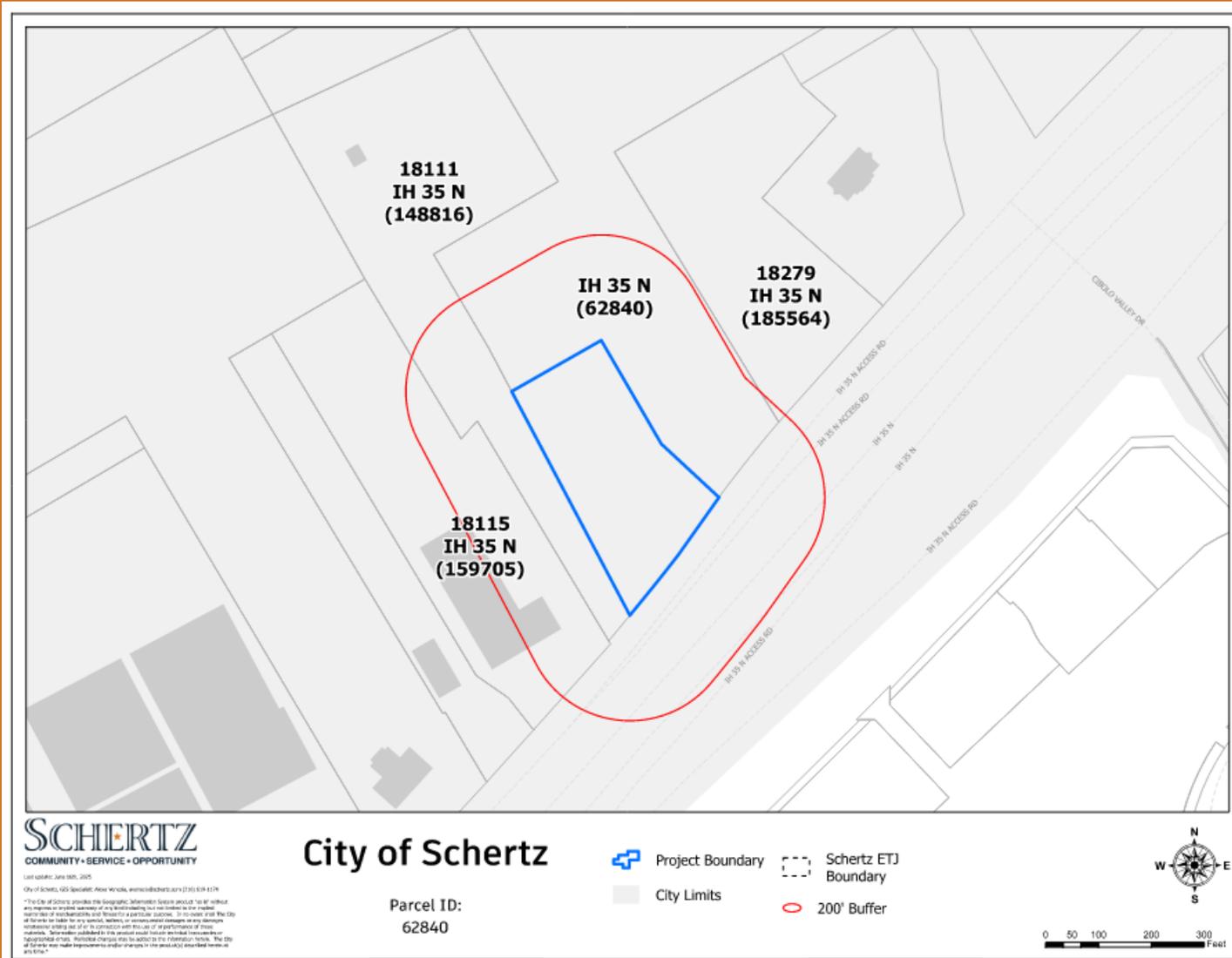
# Orientation



## Vicinity Zoning and Land Use

	Zoning	Use
Subject Property	General Business District (GB)	Undeveloped
North	General Business District (GB) and Manufacturing District-Light (M1)	Undeveloped
East	General Business	Undeveloped
South	Right-of-Way	IH-35 access road
West	General Business District (GB)	Electric Substation

# Notification



- 4 public notices were sent on 7.25.2025
- As of today
  - (0) in favor
  - (0) Neutral
  - (0) in Opposition
- 1 sign was placed by the applicant
- A public hearing notice was published in the “San Antonio Express” on 08.13.25

# Background: SUP Request

## Applicant Intent:

- 4 Story Structure
- Approximately 121,000 sq ft total
- Office/Retail space on the first floor of building
- Applicant is considering commercial development beyond the limits of requested SUP boundary of 2.14 acres

- UDC Section 21.5.8, Permitted Use Table, requires a Specific Use Permit for Mixed-Use Self-Storage in General Business District (GB).

# Background

## Ord. 24-S-26



Acreage: 2.2

P&Z Hearing: May 8, 2024

P&Z Recommendation: 6-0 approval

Council Approval date: June 18, 2024

SUP Expiration: June 18, 2026

## Ord. 24-S-170



Acreage: 3.6

P&Z Hearing: Nov. 6, 2024

P&Z Recommendation: 4-0 approval

Council Approval date: Dec. 3, 2024

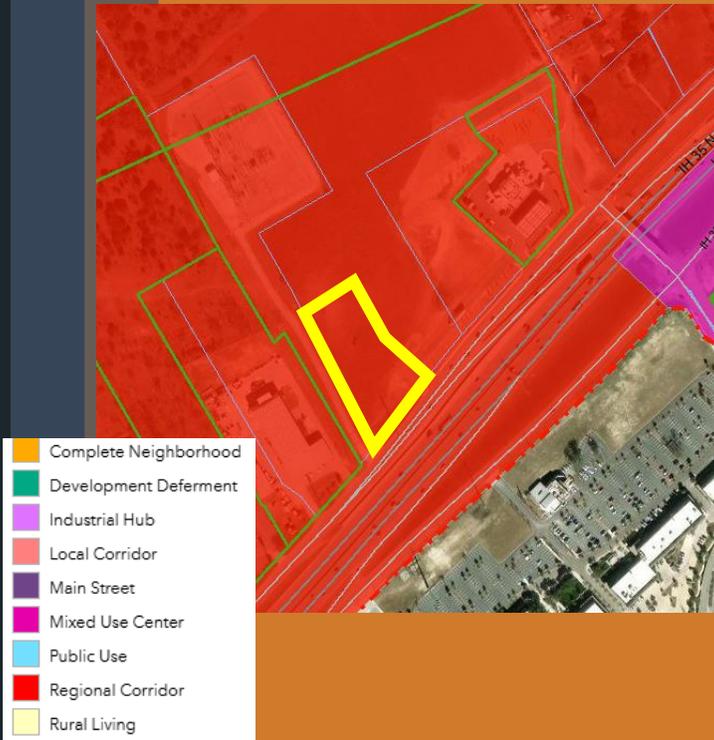
SUP Expiration: Dec. 3, 2026



# UDC SECTION 21.5.11.D Criteria for Approval

**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.**

- The comprehensive plan is a guiding document for the long-range vision of Schertz
- “Regional Corridor” designation: Commercial and Entertainment area serving the region, located along major thoroughfares
- General Business District (GB) with an SUP for Mixed-Use Self-Storage: Offers ground floor retail/service or office space separate from the storage units.



# UDC SECTION 21.5.11.D Criteria for Approval

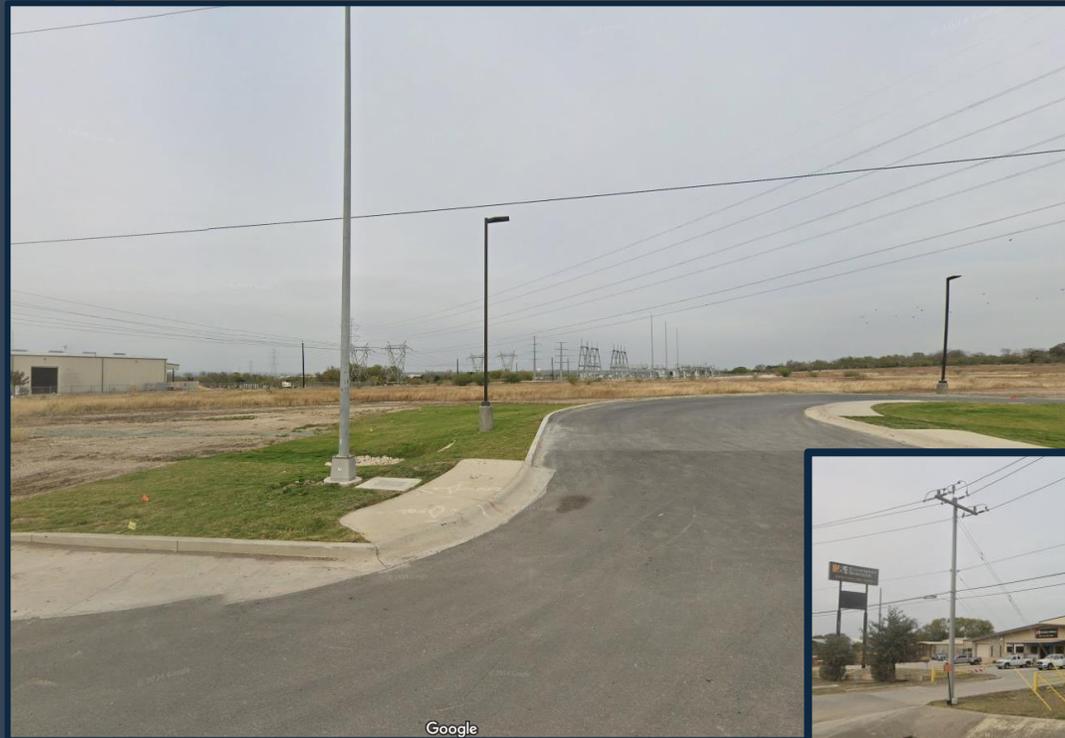
2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;

- General Business District (GB): Non-residential uses offering retail and services for the overall needs of the community
- The SUP for Mixed-Use Self-Storage ensures that the structure can offer retail/services beyond self storage alone



# UDC SECTION 21.5.11.D Criteria for Approval

**3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods.**



- Surrounded by General Business (GB) and Manufacturing-Light (M-1) Zoning districts
- Near by existing uses include a Gas Station, Equipment rental, and an electric substation.

# UDC SECTION 21.5.11.D Criteria for Approval



## 4. The proposed use will not adversely affect the overall health, safety or general welfare of the City;

- As part of promoting health, safety, and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts.
- Surrounded by General Business (GB) and Manufacturing- Light (M-1) Zoning districts
- The City of Schertz Fire, EMS, and Police Departments have been notified of the specific use permit and have not provided any specific concerns relating to this request

# UDC SECTION 21.5.11.D Criteria for Approval

## 5. Whether other factors are deemed relevant and important in the consideration of the Specific Use Permit.

Staff has ensured all Unified Development Code requirements have been met for the proposed Specific Use Permit. The public hearing is an environment where the City Council can discuss other criteria relevant to the consideration of the Specific Use Permit.

# Commission Recommendation

The Planning and Zoning Commission met on August 6, 2025 and made a recommendation to approve the proposed specific use permit, with conditions as presented by staff, with a 6-0 vote to City Council.

# Staff Recommendation

Staff recommends approval of Ordinance 25-S-035, the Specific Use Permit to allow Mixed-Use Self-Storage at the subject property conditioned upon the following:

1. A building permit is approved within two (2) years of the adoption of the SUP ordinance in accordance with Unified Development Code Article 5, Section 21.5.11.F Expiration of Specific Use Permit.
2. Twenty-five percent (25%) of the useable square footage of the first floor of the proposed Mixed-Use Self-Storage building be for office, service, or retail space, and separate from the individual units for rent or lease.

CITY COUNCIL MEMORANDUM

**City Council Meeting:** September 02, 2025

**Department:** Planning & Community Development

**Subject:** Ordinance 25-S-036 – Conduct a public hearing and consider a request to rezone approximately 36.2 acres of land from Planned Development District (PDD) to Planned Development District (PDD), generally known as 13011 Lower Seguin Road, at the intersection of Lower Seguin Road and Red Bud Canyon, more specifically known as Bexar County Property Identification Numbers 310011, 1436811, 1437570, 1394925 City of Schertz, Bexar County, Texas (B.James/L.Wood/S.Haas)

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**BACKGROUND**

The Saddlebrook Ranch development is a large Planned Development located east of FM 1518 along Lower Seguin Road. The original Planned Development District (PDD) zoning request was approved as Ordinance 21-S-06 on March 21, 2021, and consists of approximately 229 acres of mixed lot sizes, housing types, and uses, including an approximately 3.3 acre site designated for commercial uses along the frontage of Lower Seguin Road. Currently, this development is in various stages of planning, permitting, and construction.

The Saddlebrook Ranch II PDD will adhere to the requirements of the original PDD (Ord. 21-S-06) with some minor changes.

The original PDD, which was a mixture of commercial and various single-family residential lot sizes, outlines modifications for residential lots, including a single-story height restriction for 75% of lots abutting arterial roadways; modified width requirements for lots on cul-de-sacs, knuckles, or curves (39' at lot frontage line and 50' at the building setback line); and driveway location restrictions that prevent side orientation and access of lots on street corners. The original PDD also proposes to modify the regulations for subdivision entry signs and development signs by increasing the maximum area and maximum number of subdivision entry signs. Also, there are specific provisions for signage related to the builder's Model Home, identifying the builder's name and to clearly designate that the home is a model home. These specific signs may be monument signs and may be made of wood, masonry, or metal. The original PDD also modifies UDC Sec. 21.14.1 Streets, to increase the pavement width for a 'Paved Alley' from 20 feet to 24 feet. The remainder of the thoroughfare classifications within the Saddlebrook subdivision will remain consistent with the Unified Development Code.

The applicant has requested a new Planned Development District for an approximately 36.2 acre portion of the original request to remove the commercial site from the original planned development, and create more single-family lots and rearrange drainage. Other than removing the commercial portion, the Planned Development standards are not changing. The Saddlebrook Ranch II PDD will consist of a base zoning district of Single-Family Residential (R-2). This is in the PDD design standards document as a corresponding lot code of 'SF 70'. This indicates a lot width of 70 feet. The width is the same as the base district of Single Family Residential (R-2). However, the Saddlebrook

Ranch II PDD requests a reduction in the depth from 120 feet to 118 feet, a variation that is allowed through the PDD process.

In summary, the Saddlebrook Ranch II PDD will be the same as Ord. 21-S-06 with the request to remove the commercial portion of the original development and request slightly smaller Single Family Residential District (R-2) lots.

On July 25, 2025, five (5) public hearing notices were mailed to the surrounding properties within a 200-foot notification boundary of the subject property. At the time of the staff report, zero (0) response in favor, zero (0) responses neutral, and zero (0) responses in opposition were received. A public hearing notice will be published in the "San Antonio Express" prior to the City Council meeting. Additionally, one (1) sign was placed on the subject property.

The Planning and Zoning Commission held a public hearing on August 6, 2025 and recommended denial of the Planned Development District request with a 6-1 vote.

**Subject Property:**

	<b>Zoning</b>	<b>Land Use</b>
<b>Existing</b>	Planned Development District (PDD)	Mixed-Use Development
<b>Proposed</b>	Planned Development District (PDD)	Single-Family Development

**Adjacent Properties:**

	<b>Zoning</b>	<b>Land Use</b>
<b>North</b>	Planned Development District (PDD), Single Family Residential District (R-2), Single Family Residential District (R-6)	Undeveloped
<b>South</b>	Right of Way (ROW)	Lower Seguin Road
<b>East</b>	Single Family Residential District (R-6)	Undeveloped
<b>West</b>	Right of Way (ROW), Planned Development District (PDD)	Red Bud Canyon, Single Family Residential (Under Construction)

**GOAL**

The applicant has requested a new Planned Development District for an approximately 36.2 acre portion of the original request (Ord. 21-S-06) to remove the commercial site from the development, and create more single-family lots and rearrange drainage.

**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 Planned Development District requests, staff utilizes UDC Section 21.5.10.F Criteria for Approval.

**1. Whether the proposed PDD implements the policies of the adopted Comprehensive Land Plan.**

The Comprehensive Plan designates this area as Complete Neighborhood. The Complete

Neighborhood Land Use Designation is intended for a mix of residential housing types with complimentary neighborhood commercial to create a complete neighborhood. The proposed request to remove the commercial portions of the Saddlebrook Ranch Development, a small 3.3 acre tract in an overall development of 229 acres, does not meet the policies of the adopted Comprehensive Plan and is less appropriate than what was originally approved.

**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.**

The Lower Seguin Corridor is quickly becoming a dense stretch of the city with several developments being planned, built, or recently approved:

- Rhine Valley - 447 lots
- Carmel Ranch - 131 lots
- Monterey Meadows - Ord. 24-S-148 - Approx. 174 lots, R-2 and R-6 zoning districts
- Judah Ranch - Ord. 25-S-029 - 173 acre tract with R-1,R-2, and R-6 zoning districts.

The original Saddlebrook Ranch PDD calls for 633 lots of various widths and sizes. By removing the commercial portion and rearranging the detention pond, this new PDD request effectively increases the lot count of the development to 657. While adding more residential lots might not work against promoting health, safety, and general welfare per se, staff must also consider orderly, efficient and healthful development as well as the aspirations for Southern Schertz. When the corridor is fully built out, there will be thousands of homes in this area. South Schertz residents, City Council, and the Planning and Zoning Commission, have all expressly desired to see commercial services in this area to serve existing and future residents. The potential loss of the commercial portion of the Saddlebrook Ranch Development works against expressly stated goals and policy decisions and is not an orderly, efficient, or healthful development for South Schertz.

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

The immediate area consists of undeveloped land, rural residences, and several single-family subdivisions currently being developed. The uses permitted in the requested base district of Single-Family Residential Districts (R-1) are as follows:

<b>UDC Section 21.5.8 Permitted Uses</b>	
<b>Single-Family Residential Districts (R-1)</b>	
<b>Permitted by Right</b>	<b>Permitted with SUP</b>
Accessory Building, Residential Family or Group Home Gated Community Golf Course and/or Country Club Municipal Uses Operated by the City of Schertz One-Family Dwelling Detached Park/Playground/Similar Public Site School, Public or Private	Bed and Breakfast Inn Church, Temple, Synagogue, Mosque, or Other Place of Worship In-Home Day Care New and Unlisted Uses

The uses allowed by right and by Specific Use Permit are consistent with the current immediate area and consistent with the trajectory of the Lower Seguin Corridor. However, having commercial uses at the corner of two major thoroughfares identified in our Master Thoroughfare Plan, Red Bud Canyon and Lower Seguin, is more appropriate.

**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.**

SCUCISD has been notified of the zone change request and the Saddlebrook Ranch project has been under development for several years. This project has already made improvements to water and wastewater infrastructure, as well as improvements to Lower Seguin Road and constructed a portion of the FM 3009 extension identified in the Master Thoroughfare Plan which is identified as Redbud Canyon. The development is required to continue these improvements regardless of the outcome of this zoning request.

**5. The extent to which the proposed PDD will result in a superior development than could be achieved through conventional zoning.**

This request is not superior to conventional zoning. What this request effectively does is reduce the lot depth of the Single-Family Residential District (R-2) from 120-feet to 118-feet. The original request that included a commercial portion was considered superior and is evident from Staff's City Council Memorandum from the March 5, 2021 City Council meeting. In this memorandum, Staff originally recommended approval for the Saddlebrook Ranch PDD explicitly because of "limited commercial development at the intersection of two arterial roadways on our Master Thoroughfare Plan in order to support the surrounding neighborhood".

**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).**

This did not affect the recommendation of the Planning and Zoning Commission nor does this affect City Council's decision.

**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.**

All UDC requirements have been met for the proposed zone change. City of Schertz Fire, EMS, and Police Departments have been notified of the zone change and have provided no objections to the request.

SCUC ISD has also been notified of the zone change request.

The scheduled public hearing provides the opportunity to introduce additional considerations.

**RECOMMENDATION**

The request does not implement the policies of the Comprehensive Plan, does not promote orderly and efficient development, and removes the unique and superior element of the original PDD request.

Therefore, Staff is recommending denial of Ord. 25-S-036.

The Planning and Zoning Commission held a public hearing on August 6, 2025 and recommended denial of the Planned Development District request with a 6-1 vote.

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## **Attachments**

Ord. 25-S-036 with Exhibits

Aerial Exhibit

Public Hearing Notice Map

Zoning Exhibit

PDD Design Standards

SCUC ISD 10- Year Forecasting

SCUC ISD Demographic Report

City Council Presentation Slides

**ORDINANCE 25-S-036**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO REZONE APPROXIMATELY 36.2 ACRES OF LAND FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO PLANNED DEVELOPMENT DISTRICT (PDD), GENERALLY KNOWN AS 13011 LOWER SEGUIN ROAD, AT THE INTERSECTION OF LOWER SEGUIN ROAD AND RED BUD CANYON, MORE SPECIFICALLY KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBERS 310011, 1436811, 1437570, 1394925 CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.**

**WHEREAS**, an application for a request to rezone approximately 36.2 acres of land from Planned Development District (PDD) to Planned Development District (PDD), known as Bexar County Property Identification Numbers 310011, 1436811, 1437570, 1394925 City of Schertz, Bexar County, Texas., generally known as 13011 Lower Seguin Road, more specifically described in the Exhibit A and Exhibit B attached herein (herein, the “Property”) has been filed with the City; and

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

**WHEREAS**, on August 6, 2025, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to deny the requested zoning; and

**WHEREAS**, on September 2, 2025, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A and Exhibit B, is hereby zoned to Planned Development District (PDD)

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

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

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

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

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

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

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

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

PASSED and ADOPTED, this \_\_\_\_ day of \_\_\_\_\_ 2025.

CITY OF SCHERTZ, TEXAS

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

ATTEST:

\_\_\_\_\_  
Sheree Courney, Deputy City Secretary

Exhibit "A"

Metes & Bounds

Field Notes for a Tract of Land  
Containing 36.211 acres (1,577,354.68 square feet)

A 36.211 acre (1,577,354.68 square feet) tract of land in the City of Schertz, Bexar County, Texas, situated in the Julian Diaz Survey Number 66, Abstract Number 187, County Block Number 5059, being all of the remainder of a 138.23 acre tract, designated as "Tract I", as conveyed to JEN TEXAS 32 LLC, by Special Warranty Deed as recorded in Document Number 20220023976, being all of the remainder of an 82.492 acre tract as conveyed to Ashton San Antonio Residential, L.L.C., by General Warranty Deed as recorded in Document Number 20210100466, and being all of Lot 901, Block 15, designated as a Drainage and E.G.T.CATV (Electric, Gas, Telephone and Cable Television) Easement, as shown on subdivision plat of Saddlebrook Ranch Unit 1B, as recorded in Document Numbers 20240127875-20240127878, all of the Official Public Records of Bexar County, Texas, said 36.211 acre (1,577,354.68 square feet) tract being more particularly described as follows:

**Beginning** at a found 1/2" iron rod, having Texas State Plane Coordinates of N:13,740,857.61, E:2,214,837.65, on the northwesterly right of way line of Lower Seguin Road, a public right of way, being the south corner of an 11.651 acre tract as conveyed to Ya Baby, LLC, by Special Warranty Deed as recorded in Document Number 20250125772, of the Official Public Records of Bexar County, Texas, being an east corner of the remainder of said 138.23 acre tract, and being the east corner of the herein described tract;

**Thence**, with the northwesterly right of way line of said Lower Seguin Road, being a southeasterly boundary of the remainder of said 138.23 acre tract, the following three (3) courses:

South 59 degrees 21 minutes 11 seconds West, a distance of 339.55 feet to a found 1/2" iron rod, being an angle point in the herein described tract;

South 59 degrees 21 minutes 09 seconds West, a distance of 62.63 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being the most southerly corner of the remainder of said 138.23 acre tract, being an angle point in the herein described tract;

North 28 degrees 43 minutes 27 seconds West, a distance of 15.01 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being the east corner of said Lot 901, Block 15, being on a southwesterly boundary of the remainder of said 138.23 acre tract;

**Thence**, leaving a southwesterly boundary of the remainder of said 138.23 acre tract, and continuing with the northwesterly right of way line of said Lower Seguin Road, being the southeasterly boundary of said Lot 901, Block 15, South 59 degrees 21 minutes 09 seconds West, a distance of 568.61 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being a south corner of said Lot 901, Block 15, being the east corner of Lot 1, Block 15, as shown on subdivision plat of Saddlebrook Ranch Unit 1A, as recorded in Document Numbers 20240127856-20240127859, of the Official Public Records of Bexar County, Texas, and being a south corner of the herein described tract;

**Thence**, leaving the northwesterly right of way line of said Lower Seguin Road, with the northeast boundary of said Lot 1, Block 15, being a southwest boundary of said Lot 901, Block 15, North 30 degrees 38 minutes 51 seconds West, a distance of 119.00 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being the north corner of said Lot 1, Block 15, being the most northerly east corner of the remainder of said 82.492 acre tract, and being an interior corner of the herein described tract;

**Thence**, leaving a southwest boundary of said Lot 901, Block 15, with the northwest and southwest boundary of said Lot 1, Block 15, being a southeast and northeast boundary of the remainder of said 82.492 acre tract, the following two (2) courses:

South 59 degrees 21 minutes 09 seconds West, a distance of 148.00 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being the west corner of said Lot 1, Block 15, and being an interior corner of the herein described tract;

South 30 degrees 38 minutes 51 seconds East, a distance of 119.00 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", on the northwest right of way line of said Lower Seguin Road, being the south corner of said Lot 1, Block 15, and being the most southerly east corner of both the remainder of said 82.492 acre tract and of the herein described tract;

**Thence**, with the northwesterly right of way line of said Lower Seguin Road, being a southeasterly boundary of the remainder of said 82.492 acre tract, the following two (2) courses:

South 59 degrees 21 minutes 09 seconds West, a distance of 115.00 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being a point of tangent curvature to the right;

Along the arc of said curve to the right, 36.94 feet, having a radius of 25.00 feet, a central angle of 84 degrees 39 minutes 16 seconds, and a chord bearing and distance of North 78 degrees 19 minutes 13 seconds West, 33.67 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being on the northeast right of way line of Redbud Canyon, a 120-foot right of way, being on the southwest boundary of the remainder of said 82.492 acre tract, and being a point of tangency;

**Thence**, with the northeast right of way line of Redbud Canyon, being the southwest boundary of the remainder of said 82.492 acre tract, North 35 degrees 59 minutes 35 seconds West, passing a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being the west corner of the remainder of said 82.492 acre tract, being a south corner of said Lot 901, Block 15, and continuing said course with the northeast right of way line of said Redbud Canyon, being a southwest boundary of said Lot 901, Block 15, for a total distance of 647.14 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being the south corner of Lot 1, Block 21, as shown on subdivision plat of Saddlebrook Ranch Unit 3, as recorded in Document Number 20240173005-20240173009, of the Official Public Records of Bexar County, Texas, being the most westerly corner of said Lot 901, Block 15, and being a west corner of the herein described tract;

**Thence**, leaving the northeast right of way line of said Redbud Canyon, with the southeast boundary of said Lot 1, Block 21, being a northwest boundary of said Lot 901, Block 15, North 59 degrees 21 minutes 09 seconds East, a distance of 346.06 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being the east corner of said Lot 1, Block 21, being a south corner of the remainder of said 138.23 acre tract, and being an interior corner of the herein described tract;

**Thence**, leaving a northwest boundary of said Lot 901, Block 15, with the northeasterly boundary of said Lot 1, Block 21, being a southwesterly boundary of the remainder of said 138.23 acre tract, the following three (3) courses:

North 30 degrees 38 minutes 51 seconds West, a distance of 310.00 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being a westerly corner of the herein described tract;

North 59 degrees 21 minutes 09 seconds East, a distance of 120.00 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being an interior corner of the herein described tract;

North 30 degrees 38 minutes 51 seconds West, a distance of 30.00 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being the east corner of Lot 7, Block 21, as shown on said subdivision plat of Saddlebrook Ranch Unit 3, being the south terminus point of Sorrel River, a 50-foot wide right of way, and being an angle point in the herein described tract;

**Thence**, with the southeast terminus line and northeast right of way line of said Sorrel River, being a southwesterly boundary of the remainder of said 138.23 acre tract, the following three (3) courses:

North 59 degrees 21 minutes 09 seconds East, a distance of 50.00 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being an interior corner of the herein described tract;

North 30 degrees 38 minutes 51 seconds West, a distance of 375.23 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being a point of tangent curvature to the left;

Along the arc of said curve to the left, 48.88 feet, having a radius of 425.00 feet, a central angle of 06 degrees 35 minutes 23 seconds, and a chord bearing and distance of North 33 degrees 56 minutes 33 seconds West, 48.85 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being a point of non-tangency, being the south corner of Lot 9, Block 26, as shown on said subdivision plat of Saddlebrook Ranch Unit 3, and being a westerly corner of both the remainder of said 138.23 acre tract and of the herein described tract;

**Thence**, with the southeasterly boundary of said Block 26, being a northwesterly boundary of the remainder of said 138.23 acre tract, the following four (4) courses:

North 59 degrees 21 minutes 09 seconds East, a distance of 233.77 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being an angle point in the herein described tract;

South 30 degrees 30 minutes 40 seconds East, a distance of 27.55 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being an interior corner of the herein described tract;

North 59 degrees 30 minutes 13 seconds East, a distance of 67.00 feet to a found 1/2" iron rod with an orange plastic cap stamped "MTR ENG", being an interior corner of the herein described tract;

North 30 degrees 30 minutes 40 seconds West, a distance of 80.00 feet to a found 1" pipe, being a south corner of a 155.849 acre tract, as conveyed to Ya Baby, LLC, by Special Warranty Deed as recorded in Document Number 20250126261, of the Official Public Records of Bexar County, Texas, being on the northeast boundary of Lot 901, Block 26, as shown on said subdivision plat of Saddlebrook Ranch Unit 3, and being a west corner of the remainder of said 138.23 acre tract and of the herein described tract;

**Thence**, leaving the northeast boundary of said Lot 901, Block 26, with the southeasterly boundary of said 155.849 acre tract, being a northwesterly boundary of the remainder of said 138.23 acre tract, the following two (2) courses:

North 59 degrees 30 minutes 13 seconds East, a distance of 218.72 feet to a found 1/2" iron rod with a yellow plastic cap, being an angle point in the herein described tract;

North 59 degrees 12 minutes 56 seconds East, a distance of 337.37 feet to a found 1/2" iron rod, being the west corner of said 11.651 acre tract, and being a north corner of both the remainder of said 138.23 acre tract and of the herein described tract;

**Thence**, leaving the southeast boundary of said 155.849 acre tract, with the southwest boundary of said 11.651 acre tract, being a northeast boundary of the remainder of said 138.23 acre tract, South 28 degrees 40 minutes 09 seconds East, a distance of 1,499.40 feet to the **Point of Beginning**, containing 36.211 acres (1,577,354.68 square feet) of land.

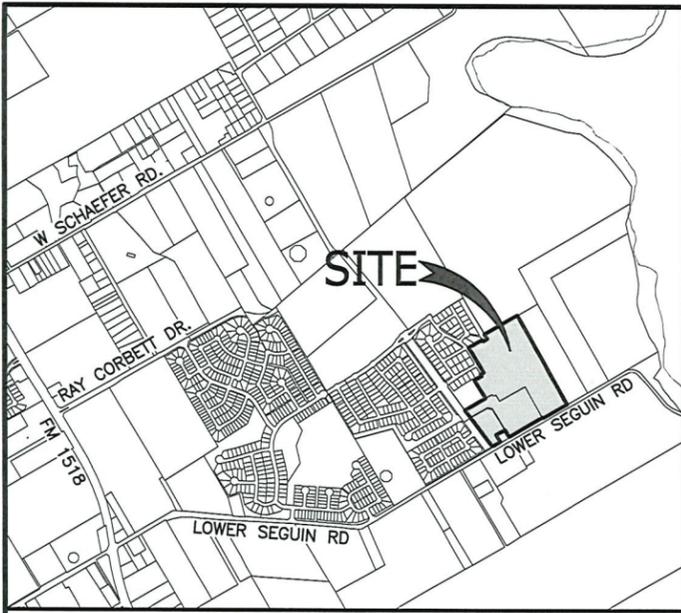
**Note:** Basis of bearings and coordinates cited were established from the State Plane Coordinate System, North American Datum of 1983, Texas South Central Zone. An Exhibit of even date was prepared for this description.



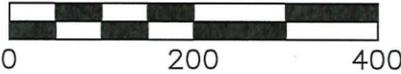
  
Stephanie L. James, R.P.L.S.  
Registered Professional Land Surveyor  
No. 5950  
Date: 2025-08-07      Job No. 21165  
ZDI

CURVE TABLE					
CURVE NO.	DELTA	ARC LENGTH	RADIUS	CHORD BEARING	CHORD DIST.
C1	84°39'16"	36.94'	25.00'	N78°19'13"W	33.67'
C2	6°35'23"	48.88'	425.00'	N33°56'33"W	48.85'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S59°21'09"W	62.63'
L2	N28°43'27"W	15.01'
L3	N30°38'51"W	119.00'
L4	S59°21'09"W	148.00'
L5	S30°38'51"E	119.00'
L6	S59°21'09"W	115.00'
L7	N59°21'09"E	120.00'
L8	N30°38'51"W	30.00'
L9	N59°21'09"E	50.00'
L10	S30°30'40"E	27.55'
L11	N59°30'13"E	67.00'
L12	N30°30'40"W	80.00'



SCALE: 1"=200'



LEGEND:

E.G.T.CA.TV ELECTRIC, GAS, TELEPHONE AND CABLE TELEVISION

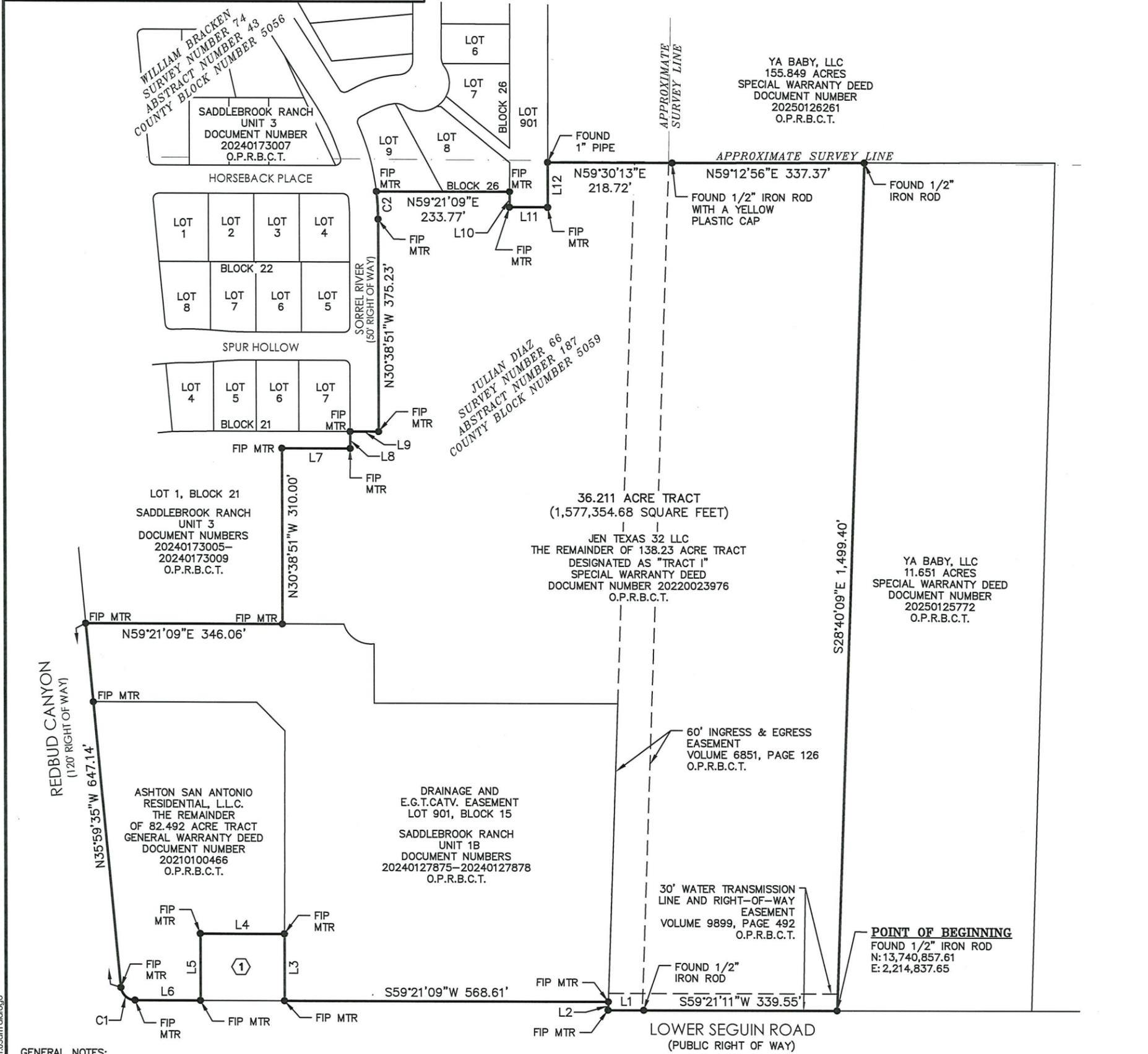
FIP MTR ● FOUND 1/2" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "MTR ENG"

O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS

KEY NOTES:

① LOT 1, BLOCK 15 SADDLEBROOK RANCH UNIT 1A DOCUMENT NUMBERS 20240127856-20240127859 O.P.R.B.C.T.

VICINITY MAP NOT TO SCALE



GENERAL NOTES:

- 1) BASIS OF BEARINGS AND COORDINATES CITED WERE ESTABLISHED FROM THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS SOUTH CENTRAL ZONE.
- 2) ONLY THOSE COPIES WHICH BEAR AN ORIGINAL INK IMPRESSION SEAL AND AN ORIGINAL SIGNATURE OF THE SURVEYOR WILL BE CONSIDERED A "VALID" COPY. MOY TARIN RAMIREZ ENGINEERS, LLC., WILL NOT BE RESPONSIBLE FOR THE CONTENT OF ANYTHING OTHER THAN A VALID COPY OF THIS SURVEY.
- 3) A FIELD NOTE DESCRIPTION OF EVEN DATE WAS PREPARED FOR THIS EXHIBIT.



*Stephanie L. James*

EXHIBIT OF

A 36.211 ACRE (1,577,354.68 SQUARE FEET) TRACT OF LAND IN THE CITY OF SCHERTZ, BEXAR COUNTY, TEXAS, SITUATED IN THE JULIAN DIAZ SURVEY NUMBER 66, ABSTRACT NUMBER 187, COUNTY BLOCK NUMBER 5059, BEING ALL OF THE REMAINDER OF A 138.23 ACRE TRACT, DESIGNATED AS "TRACT I", AS CONVEYED TO JEN TEXAS 32 LLC, BY SPECIAL WARRANTY DEED AS RECORDED IN DOCUMENT NUMBER 20220023976, BEING ALL OF THE REMAINDER OF AN 82.492 ACRE TRACT AS CONVEYED TO ASHTON SAN ANTONIO RESIDENTIAL, L.L.C., BY GENERAL WARRANTY DEED AS RECORDED IN DOCUMENT NUMBER 20210100466, AND BEING ALL OF LOT 901, BLOCK 15, DESIGNATED AS A DRAINAGE AND E.G.T.CATV (ELECTRIC, GAS, TELEPHONE AND CABLE TELEVISION) EASEMENT, AS SHOWN ON SUBDIVISION PLAT OF SADDLEBROOK RANCH UNIT 1B, AS RECORDED IN DOCUMENT NUMBERS 20240127875-20240127878, ALL OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

DATE: AUGUST 07, 2025

JOB NO. 21165



• Engineers  
• Surveyors  
• Planners

Moy Tarin Ramirez Engineers, LLC

TBPELS ENGINEERING F-5297/SURVEYING NO. 10131500

12770 CIMARRON PATH, SUITE 100  
SAN ANTONIO, TEXAS 78249

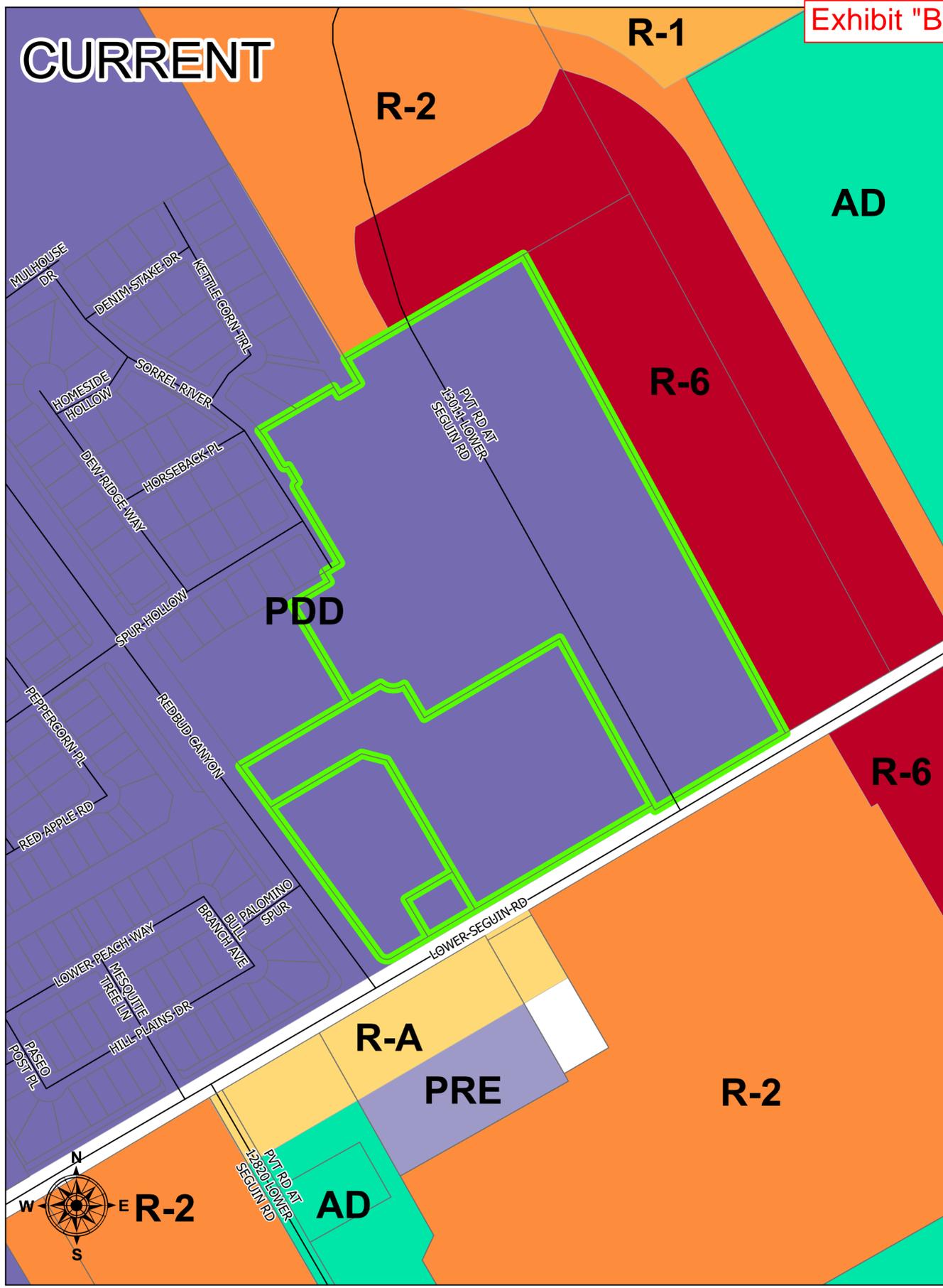
TEL: (210) 698-5051  
FAX: (210) 698-5085

Exhibit "B"

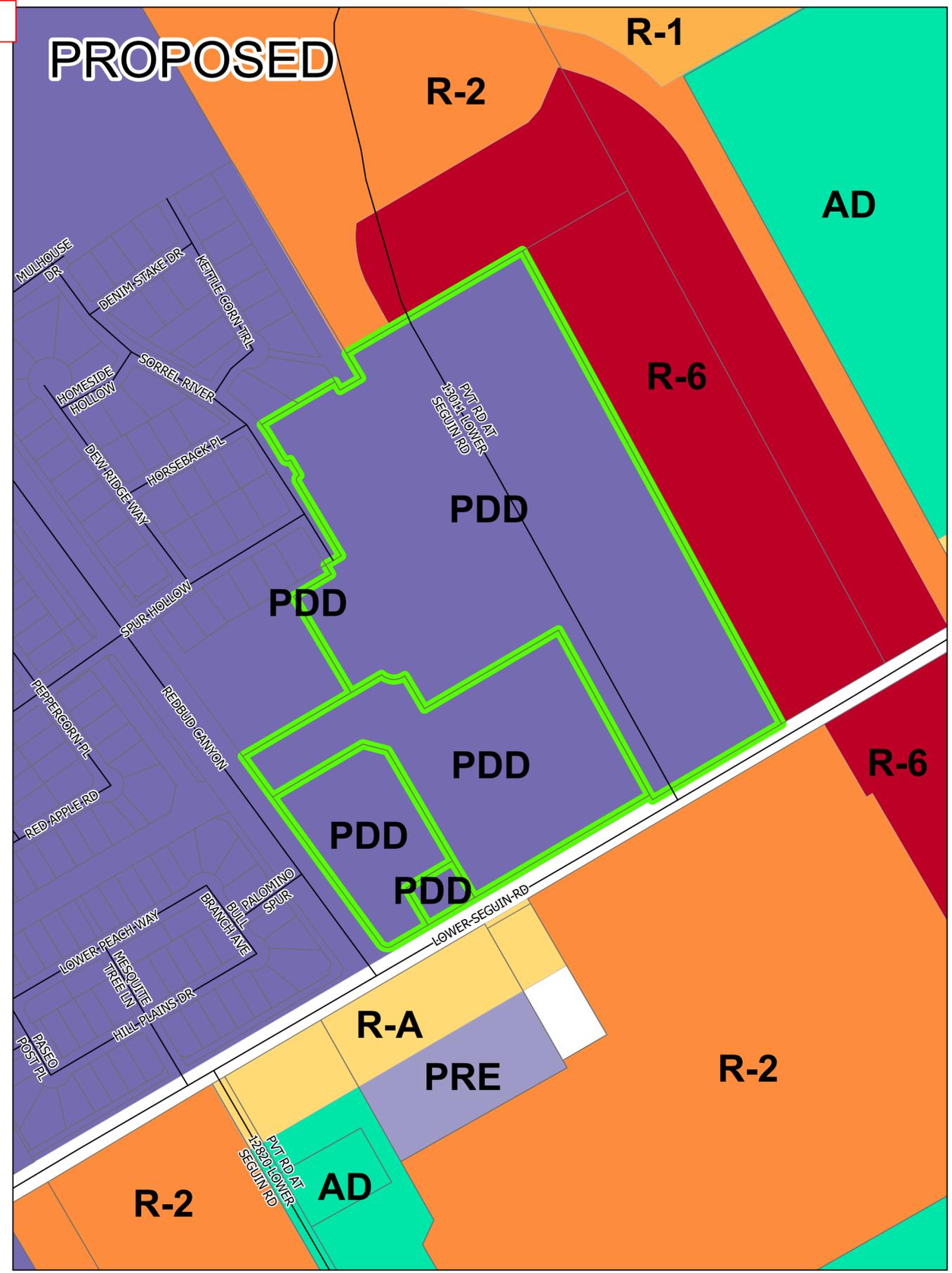
Zoning Exhibit

Exhibit "B"

# CURRENT



# PROPOSED



**SCHERTZ**  
COMMUNITY \* SERVICE \* OPPORTUNITY

Last update: July 10th, 2025  
City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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## PROPOSED ZONE CHANGE BEXAR COUNTY PARCEL IDs: 310011, 1436811, 1437570, & 1394925

<b>Classification</b>	(R-5) Middle Density District	(GB-2) General Business II
(PRE) Pre-Development	(R-6) Single-family Residential	(NS) Neighborhood Services
(PDD) Planned Development	(R-7) Single-family Residential	(OP) Office and Professional
(PUB) Public Use	(AD) Agricultural District	(MSMU) Main Street Mixed Use
(R-A) Single-family Residential/Agricultural	(GH) Garden Home/Single-Family Residential (Zero Lot Line)	(MSMU-ND) Main Street Mixed Use New Development
(R-1) Single-Family Residential	(TH) Townhome	(M-1) Manufacturing (Light)
(R-2) Single-Family Residential	(MHS) Manufactured Home Subdivision	(M-2) Manufacturing (Heavy)
(R-3) Two-Family Residential	(MHP) Manufactured Home Parks	(DVL) Development Agreement (Delayed Annexation)
(R-4) Apartment/Multi-Family Residential	(GB) General Business	

0 250 500 1,000 1,500 Feet

Exhibit "C"

Planned Development District Design Standards

**SADDLEBROOK RANCH II**

A Planned Development District  
Schertz, Texas

July. 2025

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**SADDLEBROOK RANCH**

A Planned Development District  
Schertz, Texas

I. General

A. Introduction

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

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

Development within the subject property is subject to general development plan review and approval by the City Council. Such general development plan review is to ensure conformance with the guidelines required herein and the goals and objectives of the City of Schertz Comprehensive Plan.

B. Purpose and Intent

The purpose of PDD regulations is to encourage and promote more creative, innovative, and imaginative land development than would not be possible under the regulations found in a typical zoning district. The intent is to allow substantial flexibility in planning, design and development standards in exchange for greater land values and amenities, such as enhanced parkland and open space, preservation of natural resources, pedestrian friendly environment, and deviation from the typical traffic patterns. It is this intrinsic flexibility, in the form of relief from the normal zoning ordinances, design standards, land use densities, and subdivision regulations, that allows for the definition of uses, densities and standards that will permit the alternative planning associated with a PDD and this development known as Saddlebrook Ranch II ("**Saddlebrook Ranch II**").

C. The Property

The property is located within the corporate limits of the City of Schertz and Bexar County, Texas. The property is bounded on the north by Raf Burnette Road and on the south by Lower Seguin Road and intersected by the extension of Redbud Canyon. The property contains 36.21 acres of land.

Analysis of the property does not reveal any physical constraints or potential health or safety hazards. Further evaluation of the tract reveals that utilities are available and that the property's demands can be served.

The Overall Recreation and Open Space Master Plan (exhibit "A") are proposed. Such amenities will include both passive and active areas, as well as pathways and hike and bike trails. Multi-purpose walkways will provide links between park areas, open spaces, neighborhood units, a school site, and such amenities as playscapes, sports courts, picnic tables, and natural water features. All of which to promote a safe and pedestrian friendly environment and overall livable community.

<b>Table One – Units and Land Use</b>	
<b>Unit</b>	<b>Land Use</b>
5	SF - 70' Lots

**Affected UDC Articles**

**II. Zoning Districts (Article 5)**

There are circumstances, due to property constraints or external factors, which do not always support the notion that one size fits all especially in applying zoning subdivision codes as such relates to property development.

As a planned development, the attached PDD Master Plan (Exhibit “A”) as well as this document defines the types of uses for this proposed PDD. The plan delineates land uses that are residential in character as well as shows parks, and open space. This document requests that those Articles and Sections affected by the zoning change be amended or modified and granted by ordinance. The following districts would be defined or modified as:

A. Single-Family Residential District per the PDD

Each area, as shown and identified on the PDD Master Plan, is comprised of a single-family residential dwelling on one (1) minimum size lots of 8,260 sf for 70-foot wide lots. The SF 70 residential district areas will be subject to the same zoning regulations as the Single Family Residential District (R-2) in the Schertz UDC.

B. Dimensional and Developmental Standards (Section 21.5.7)

The applicable dimensional and development standards for the land use districts are shown in Table Two and reflect those changes proposed by this PDD development.

1. Additional Standards

Lots developed under this PDD for residential purposes will comply with the minimum requirements established in Table Two. Such lots designated as residential will have at least the minimum area and width and depth indicated in Table Two of this proposal.

No portion of the main or primary structure on a residential lot may be located any closer to any lot line or to the street right-of-way line than is authorized in Table Two. The front yard setback shall be measured from the property line to the front face of the main or primary building. Eaves and roof line of the main structure may project into any setback line by no more than two (2) feet.

2. Double Frontage Lots

Where residential lots have double frontage, running from one street to another, no access from the rear of the property will be permitted to the street. Only one access point will be permitted from a residential lot, so long as the access is from the front of the lot. All lots with double frontage within that block will have the same restriction and orientation as the lot on either side. Access in this case shall mean, but not limited to any opening or gate for use by vehicles or pedestrians.

Table Two – Dimensional Requirements											
		Min Lot Size			Min. Yard Setback			Min. Off-Street Parking Spaces	Misc. Requirements		
Code	Classification	Area sf	Width ft	Depth ft	Front ft	Side ft	Rear ft	Parking	Max. Ht.	Max. Cover	Keys
SF 70	Single Family	8,260	70	118	25(d)	10	15	2	35	65%(f) 50%(g)	a. b, c, d
<p>Key:</p> <p>a. Corner lots against a street, not an alley, shall have a minimum fifteen (15) foot side yard building setback adjacent to the street side</p> <p>b. Houses on irregular lots, including cul-de-sacs and knuckle sacs, shall have a minimum front yard setback of 20 feet.</p> <p>c. One-story homes to have a maximum impervious coverage at 65%.</p> <p>d. Two-story homes to have a maximum impervious coverage at 50%.</p>											

3. Height Restriction for Lots abutting the Principal Arterial (Redbud Canyon) and Lower Seguin Road.

Only 25% of the Lots that abut the Principal Arterial and Lower Seguin Road may be two-story homes.

### III. Special Uses (Article 8)

#### A. Home Owners Association - Section 21.8.1(C)

Even though Saddlebrook is not proposed as a gated community, a Homeowners Association (**HOA**) will be established to provide upkeep within the development including the maintenance of common areas, landscape buffers, and maintaining fences, and/or walls, except for fences and/or walls located on individual or private lots, as well as hiking trails and multi-use paths within the development's common areas.

#### B. Architectural Review Committee

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

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

### IV. Site Design Standards (Article 9)

This proposed development conforms to the Comprehensive Land Plan for orderly and unified development of streets, utilities, neighborhood design, and public land and facilities.

#### A. Lots (Section 21.9.3)

Lot sizes and dimensions will conform to the minimum requirements recognized in Table Two of this PDD. In addition, the following requirements will apply to this PDD:

- On a residential corner lot, orientation of the dwelling will be forward facing and in similar physical orientation with the other houses next-door and on the same street. Side orientation will not be permitted;
- No driveway cuts or garage access will be permitted from a side orientation of a corner lot;
- The width of a residential lot located on a cul-de-sac, knuckle or curve will be no less than thirty-nine (39) feet wide at the property line, and at least fifty (50) feet wide at the building line.

### V. Signs (Article 11)

#### A. Subdivision Entry Signs (Section 21.11.15)

The provisions of this section shall only apply to entry signs that identify the residential development associated with this PDD and include the Subdivision Entry Signs, Wayfinding Signs, and Park ID Signs.

1. Subdivision Entry Signs (Section 21.11.15)

Subdivision Entry Signs are two types, being Primary Subdivision Entry Signs and Secondary Entry Signs. Primary Subdivision Entry Signs may be located at both sides of the primary entrance into the subdivision located on Redbud Canyon which meets up with the connecting road into Rhine Valley. Secondary entrances may have one (1) subdivision entry sign per entrance which shall be a maximum of seventy-five percent (75%) of the size of the primary entrance sign.

2. Maximum Area

i. Project Entry Signs:

Primary Subdivision Entry Signs will allow for a maximum area not to exceed one-hundred and eighty-seven (187) square feet per sign face and may consist of a surface with lettering and logo or a combination of both.

3. Subdivision Entry Feature

An entry feature which is appropriate in scale to the size of the development and incorporating masonry walls, berms and/or decorative fencing, in combination with the Primary Subdivision Entry Signs, may be constructed at the primary subdivision entrance on Redbud Canyon and the Secondary Entry locations provided the maximum area per entry sign(s) shall not exceed the square footage noted above.

B. Development Signs (Section 21.11.18)

Development Signs are typically wood, durable plastic, or metal and advertise the community, builders, land uses within the community, and communities within the development. The signs may also be used for providing traffic direction to specific internal destinations. Development signs may be categorized into two types, being Wayfinding Signs and Model ID Signs.

Wayfinding signs will give directional cues to drivers to locate the Parks, trailheads, the next door school and builder model homes. The Model ID Signs may be monument signs and are made of wood, masonry, or metal built signs that are located at a builder's Model Home, identifying the builder name and to clearly designate that the home is a Model Home.

1. Maximum Area

Wayfinding Signs: Wayfinding Signs are internal to the community, and shall not exceed thirty-two (32) square feet per sign face. These signs will be double-faced and placed perpendicular to the street

2. Maximum Height

Wayfinding Signs: Wayfinding Signs shall not exceed eight (8) feet in height.

Model ID Signs: The Model ID Signs, will allow for a maximum face height of six (6) feet.

3. Number of Signs

Wayfinding Signs: One Wayfinding Signs is allowed per the number of recorded Units.

Model ID Signs: One Model ID Sign may be installed at each Model Home.

4. Duration

Wayfinding Signs: Wayfinding Signs per Unit may be installed at any time after approval and recordation of the Final Plat for each Unit identified on the Master Development Plan.

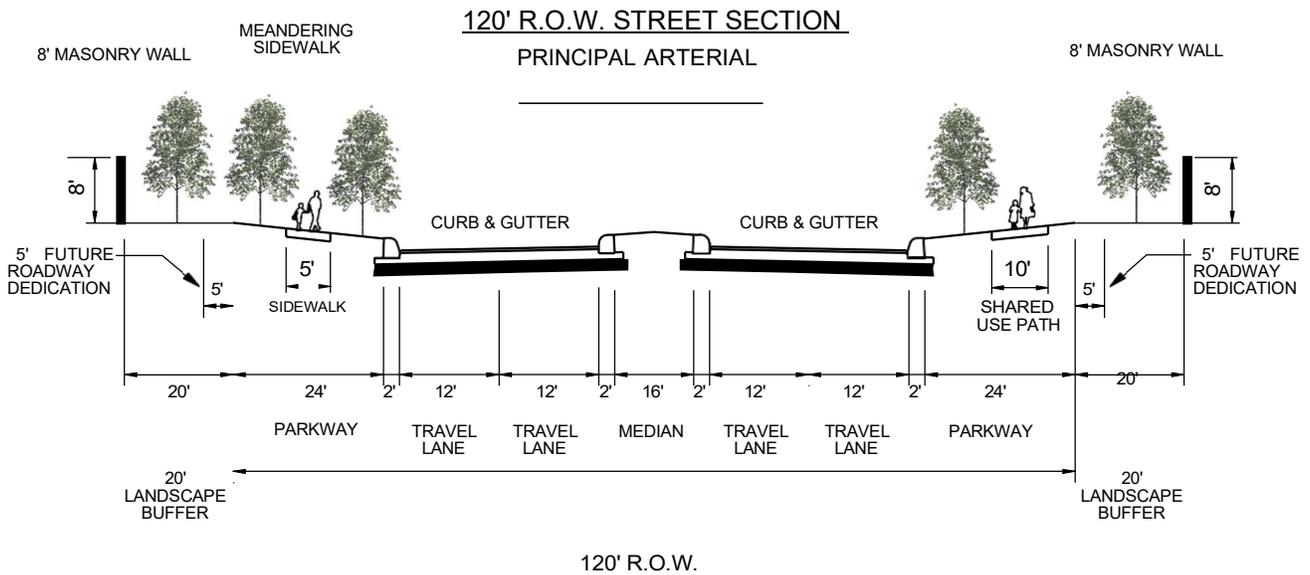
Model ID Signs: The Model ID Signs may be installed at any time after the approval and recordation of the Final Plat of the Unit in which the Model Home resides. The Model ID Signs must be removed when a model home is sold and closes.

**VI. Transportation (Article 14)**

A. Street Improvement Standards (Section 21.14.1)

Street Improvement Standards for the Saddlebrook master development plan are described in Table Three.

<b>Table Three – Street Improvement Standards</b>					
<b>Classification</b>	<b>ROW</b>	<b>Pavement</b>	<b>Drainage Width</b>	<b>Sidewalk Width</b>	<b>Hike/Bike Trail</b>
Principal Arterial – w/ 10' Future Roadway Dedication	120 feet	48 feet (see Section Drawing)	Curb or Curb and Gutter	5 feet one side	10 feet other side
Collector – Local B Residential	60 feet	42 feet	Curb or Curb and Gutter	5 feet both sides	-
Local Street – Local A Residential	50 feet	30 feet	Curb or Curb and Gutter	5 feet both sides	-
Paved Alley	30 feet	24 feet Rear Ingress/Egress	Curb or Curb and Gutter	None	-



Note: Only 25% of the Lots that abut the Principal Arterial and Lower Sequin Road may be two-story homes.

**VII. Amendments to the Planned Development District (PDD)**

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



**SADDLEBROOK RANCH PDD II**  
**SCHERTZ, TEXAS**  
**MASTER PLAN**  
**TOTAL PROJECT AREA 36.21 ± AC**

**EXHIBIT "A"**  
**CONCEPTUAL**  
Overall Recreation  
and Open Space Plan

Legend	Lot Count	Typ Size	
	86 Lots	70' X 118'	**See Note
<b>TOTALS 86 Lots</b>			
Average Lot Size - 8,456 SF - Excluding Garden Lots			

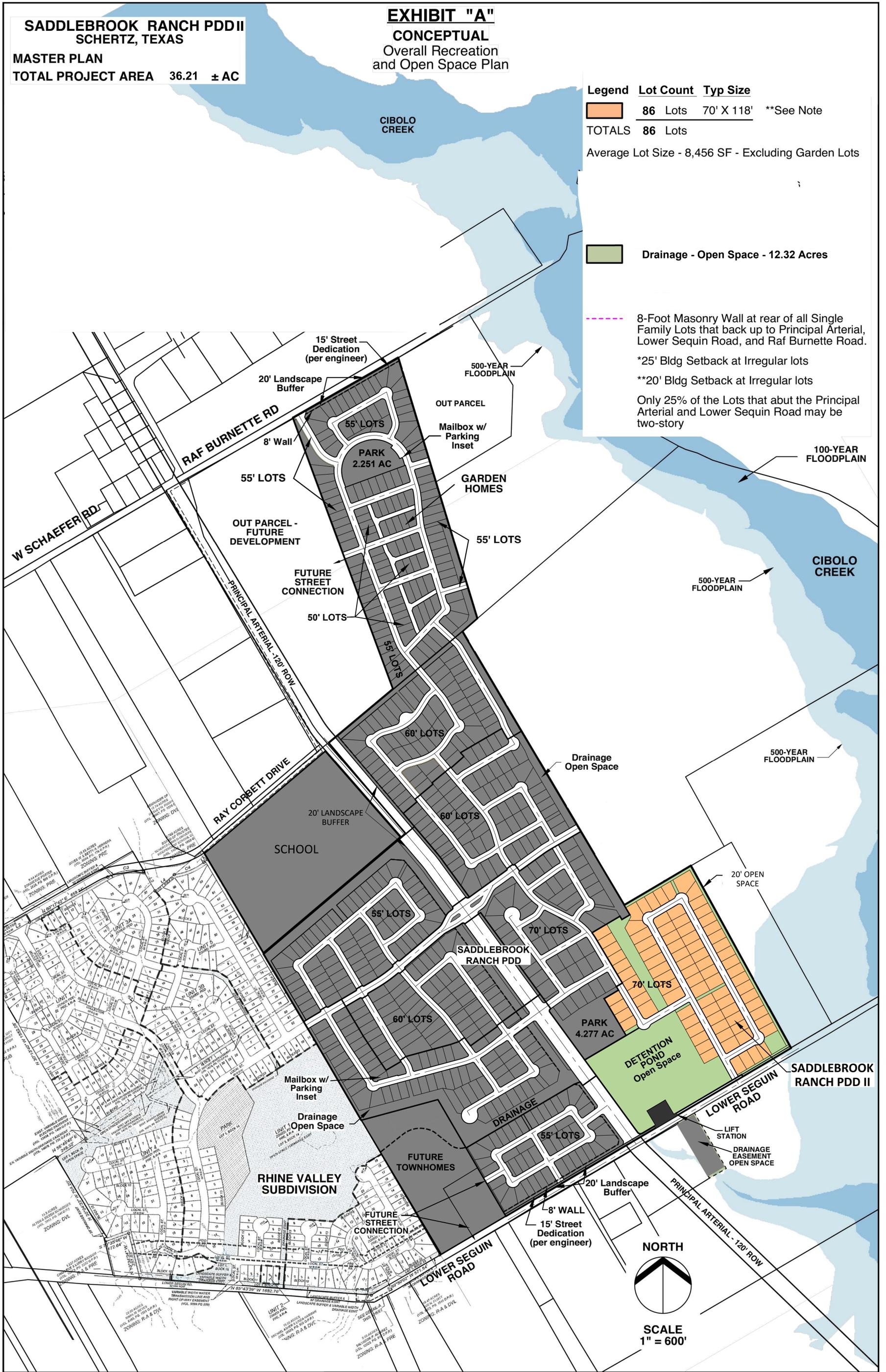
 Drainage - Open Space - 12.32 Acres

 8-Foot Masonry Wall at rear of all Single Family Lots that back up to Principal Arterial, Lower Sequin Road, and Raf Burnette Road.

\*25' Bldg Setback at Irregular lots

\*\*20' Bldg Setback at Irregular lots

Only 25% of the Lots that abut the Principal Arterial and Lower Sequin Road may be two-story



SCALE  
1" = 600'



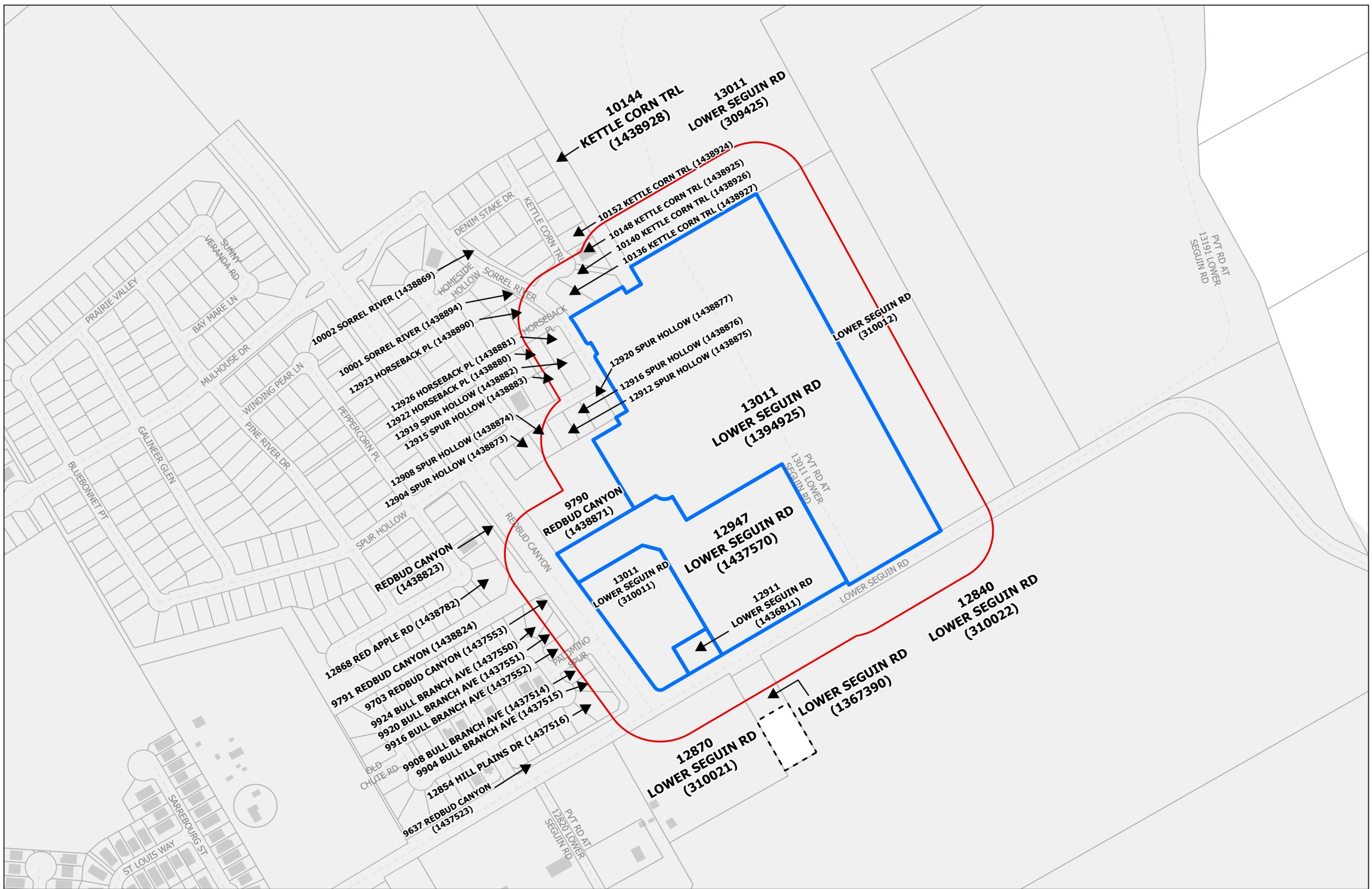
**SCHIEERTZ**  
COMMUNITY • SERVICE • OPPORTUNITY

PARCEL IDs:  
310011, 1436811, 1437570, &  
1394925



Map: Microsoft, Source: Esri, TomTom, Garmin, FDO, NOAA, USGS, © OpenStreetMap contributors and the US User Community





# City of Schertz

Parcel IDs:

310011, 1436811, 1437570, & 1394925



Project Boundary



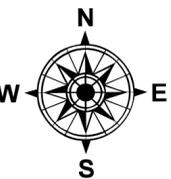
City Limits



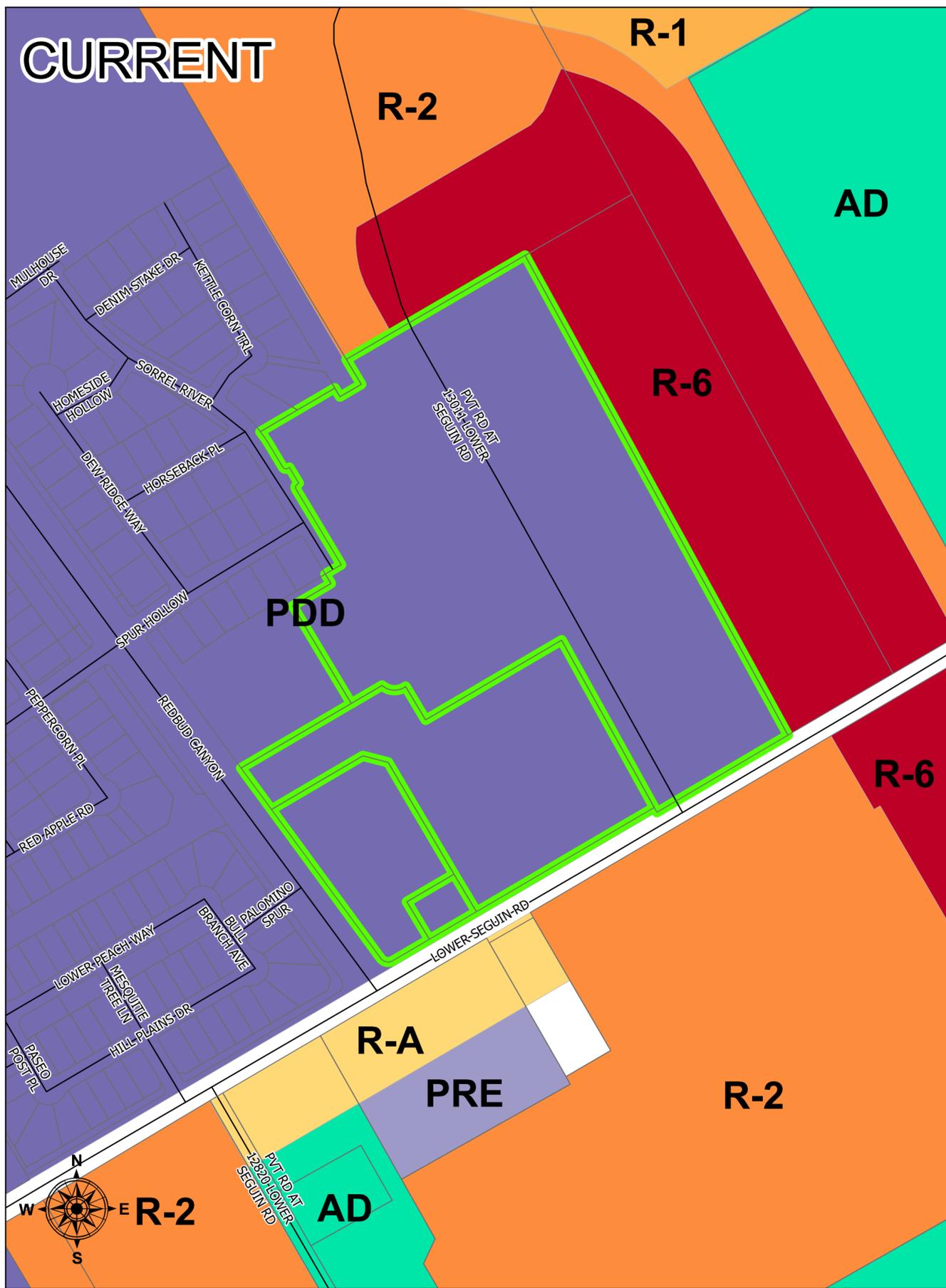
Schertz ETJ Boundary



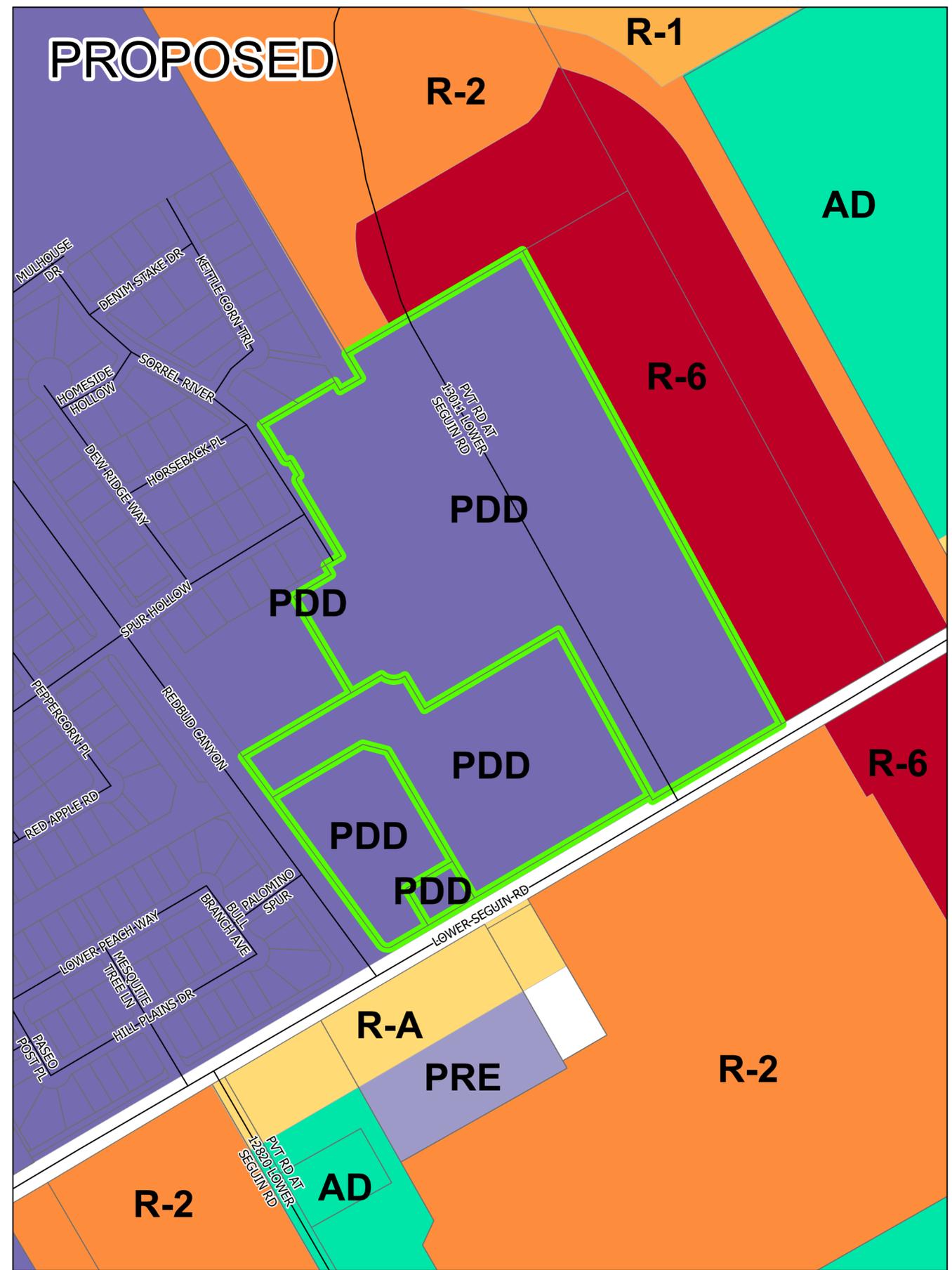
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# CURRENT



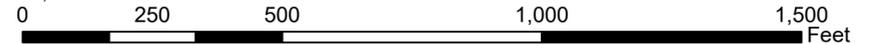
# PROPOSED



## PROPOSED ZONE CHANGE BEXAR COUNTY PARCEL IDs: 310011, 1436811, 1437570, & 1394925

### Classification

- (PRE) Pre-Development
- (PDD) Planned Development
- (PUB) Public Use
- (R-A) Single-family Residential/Agricultural
- (R-1) Single-Family Residential
- (R-2) Single-Family Residential
- (R-3) Two-Family Residential
- (R-4) Apartment/Multi-Family Residential
- (R-5) Middle Density District
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- (DVL) Development Agreement (Delayed Annexation)



Last update: July 10th, 2025  
City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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**SADDLEBROOK RANCH II**

A Planned Development District  
Schertz, Texas

July. 2025

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## SADDLEBROOK RANCH

A Planned Development District  
Schertz, Texas

### I. General

#### A. Introduction

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

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#### C. The Property

The property is located within the corporate limits of the City of Schertz and Bexar County, Texas. The property is bounded on the north by Raf Burnette Road and on the south by Lower Seguin Road and intersected by the extension of Redbud Canyon. The property contains 36.21 acres of land.

Analysis of the property does not reveal any physical constraints or potential health or safety hazards. Further evaluation of the tract reveals that utilities are available and that the property's demands can be served.

The Overall Recreation and Open Space Master Plan (exhibit "A") are proposed. Such amenities will include both passive and active areas, as well as pathways and hike and bike trails. Multi-purpose walkways will provide links between park areas, open spaces, neighborhood units, a school site, and such amenities as playscapes, sports courts, picnic tables, and natural water features. All of which to promote a safe and pedestrian friendly environment and overall livable community.

<b>Table One – Units and Land Use</b>	
<b>Unit</b>	<b>Land Use</b>
5	SF - 70' Lots

**Affected UDC Articles**

**II. Zoning Districts (Article 5)**

There are circumstances, due to property constraints or external factors, which do not always support the notion that one size fits all especially in applying zoning subdivision codes as such relates to property development.

As a planned development, the attached PDD Master Plan (Exhibit “A”) as well as this document defines the types of uses for this proposed PDD. The plan delineates land uses that are residential in character as well as shows parks, and open space. This document requests that those Articles and Sections affected by the zoning change be amended or modified and granted by ordinance. The following districts would be defined or modified as:

A. Single-Family Residential District per the PDD

Each area, as shown and identified on the PDD Master Plan, is comprised of a single-family residential dwelling on one (1) minimum size lots of 8,260 sf for 70-foot wide lots. The SF 70 residential district areas will be subject to the same zoning regulations as the Single Family Residential District (R-2) in the Schertz UDC.

## B. Dimensional and Developmental Standards (Section 21.5.7)

The applicable dimensional and development standards for the land use districts are shown in Table Two and reflect those changes proposed by this PDD development.

### 1. Additional Standards

Lots developed under this PDD for residential purposes will comply with the minimum requirements established in Table Two. Such lots designated as residential will have at least the minimum area and width and depth indicated in Table Two of this proposal.

No portion of the main or primary structure on a residential lot may be located any closer to any lot line or to the street right-of-way line than is authorized in Table Two. The front yard setback shall be measured from the property line to the front face of the main or primary building. Eaves and roof line of the main structure may project into any setback line by no more than two (2) feet.

### 2. Double Frontage Lots

Where residential lots have double frontage, running from one street to another, no access from the rear of the property will be permitted to the street. Only one access point will be permitted from a residential lot, so long as the access is from the front of the lot. All lots with double frontage within that block will have the same restriction and orientation as the lot on either side. Access in this case shall mean, but not limited to any opening or gate for use by vehicles or pedestrians.

**Table Two – Dimensional Requirements**

		Min Lot Size			Min. Yard Setback			Min. Off-Street Parking Spaces	Misc. Requirements		
Code	Classification	Area sf	Width ft	Depth ft	Front ft	Side ft	Rear ft	Parking	Max. Ht.	Max. Cover	Keys
SF 70	Single Family	8,260	70	118	25(d)	10	15	2	35	65%(f) 50%(g)	a. b, c, d

**Key:**

- a. Corner lots against a street, not an alley, shall have a minimum fifteen (15) foot side yard building setback adjacent to the street side
- b. Houses on irregular lots, including cul-de-sacs and knuckle sacs, shall have a minimum front yard setback of 20 feet.
- c. One-story homes to have a maximum impervious coverage at 65%.
- d. Two-story homes to have a maximum impervious coverage at 50%.

3. Height Restriction for Lots abutting the Principal Arterial (Redbud Canyon) and Lower Seguin Road.

Only 25% of the Lots that abut the Principal Arterial and Lower Seguin Road may be two-story homes.

### **III. Special Uses (Article 8)**

#### **A. Home Owners Association - Section 21.8.1(C)**

Even though Saddlebrook is not proposed as a gated community, a Homeowners Association (**HOA**) will be established to provide upkeep within the development including the maintenance of common areas, landscape buffers, and maintaining fences, and/or walls, except for fences and/or walls located on individual or private lots, as well as hiking trails and multi-use paths within the development's common areas.

#### **B. Architectural Review Committee**

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

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

### **IV. Site Design Standards (Article 9)**

This proposed development conforms to the Comprehensive Land Plan for orderly and unified development of streets, utilities, neighborhood design, and public land and facilities.

#### **A. Lots (Section 21.9.3)**

Lot sizes and dimensions will conform to the minimum requirements recognized in Table Two of this PDD. In addition, the following requirements will apply to this PDD:

- On a residential corner lot, orientation of the dwelling will be forward facing and in similar physical orientation with the other houses next-door and on the same street. Side orientation will not be permitted;
- No driveway cuts or garage access will be permitted from a side orientation of a corner lot;
- The width of a residential lot located on a cul-de-sac, knuckle or curve will be no less than thirty-nine (39) feet wide at the property line, and at least fifty (50) feet wide at the building line.

### **V. Signs (Article 11)**

#### **A. Subdivision Entry Signs (Section 21.11.15)**

The provisions of this section shall only apply to entry signs that identify the residential development associated with this PDD and include the Subdivision Entry Signs, Wayfinding Signs, and Park ID Signs.

1. Subdivision Entry Signs (Section 21.11.15)

Subdivision Entry Signs are two types, being Primary Subdivision Entry Signs and Secondary Entry Signs. Primary Subdivision Entry Signs may be located at both sides of the primary entrance into the subdivision located on Redbud Canyon which meets up with the connecting road into Rhine Valley. Secondary entrances may have one (1) subdivision entry sign per entrance which shall be a maximum of seventy-five percent (75%) of the size of the primary entrance sign.

2. Maximum Area

i. Project Entry Signs:

Primary Subdivision Entry Signs will allow for a maximum area not to exceed one-hundred and eighty-seven (187) square feet per sign face and may consist of a surface with lettering and logo or a combination of both.

3. Subdivision Entry Feature

An entry feature which is appropriate in scale to the size of the development and incorporating masonry walls, berms and/or decorative fencing, in combination with the Primary Subdivision Entry Signs, may be constructed at the primary subdivision entrance on Redbud Canyon and the Secondary Entry locations provided the maximum area per entry sign(s) shall not exceed the square footage noted above.

B. Development Signs (Section 21.11.18)

Development Signs are typically wood, durable plastic, or metal and advertise the community, builders, land uses within the community, and communities within the development. The signs may also be used for providing traffic direction to specific internal destinations. Development signs may be categorized into two types, being Wayfinding Signs and Model ID Signs.

Wayfinding signs will give directional cues to drivers to locate the Parks, trailheads, the next door school and builder model homes. The Model ID Signs may be monument signs and are made of wood, masonry, or metal built signs that are located at a builder's Model Home, identifying the builder name and to clearly designate that the home is a Model Home.

1. Maximum Area

Wayfinding Signs: Wayfinding Signs are internal to the community, and shall not exceed thirty-two (32) square feet per sign face. These signs will be double-faced and placed perpendicular to the street

2. Maximum Height

Wayfinding Signs: Wayfinding Signs shall not exceed eight (8) feet in height.

Model ID Signs: The Model ID Signs, will allow for a maximum face height of six (6) feet.

3. Number of Signs

Wayfinding Signs: One Wayfinding Signs is allowed per the number of recorded Units.

Model ID Signs: One Model ID Sign may be installed at each Model Home.

4. Duration

Wayfinding Signs: Wayfinding Signs per Unit may be installed at any time after approval and recordation of the Final Plat for each Unit identified on the Master Development Plan.

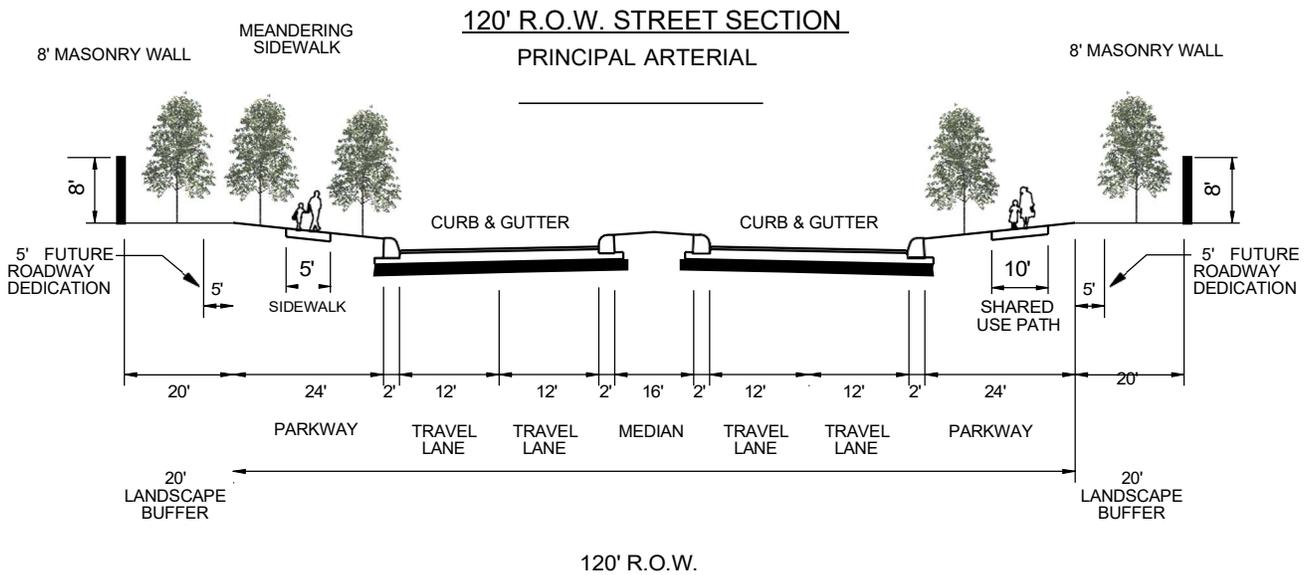
Model ID Signs: The Model ID Signs may be installed at any time after the approval and recordation of the Final Plat of the Unit in which the Model Home resides. The Model ID Signs must be removed when a model home is sold and closes.

**VI. Transportation (Article 14)**

A. Street Improvement Standards (Section 21.14.1)

Street Improvement Standards for the Saddlebrook master development plan are described in Table Three.

<b>Table Three – Street Improvement Standards</b>					
<b>Classification</b>	<b>ROW</b>	<b>Pavement</b>	<b>Drainage Width</b>	<b>Sidewalk Width</b>	<b>Hike/Bike Trail</b>
Principal Arterial – w/ 10' Future Roadway Dedication	120 feet	48 feet (see Section Drawing)	Curb or Curb and Gutter	5 feet one side	10 feet other side
Collector – Local B Residential	60 feet	42 feet	Curb or Curb and Gutter	5 feet both sides	-
Local Street – Local A Residential	50 feet	30 feet	Curb or Curb and Gutter	5 feet both sides	-
Paved Alley	30 feet	24 feet Rear Ingress/Egress	Curb or Curb and Gutter	None	-



Note: Only 25% of the Lots that abut the Principal Arterial and Lower Sequin Road may be two-story homes.

## VII. Amendments to the Planned Development District (PDD)

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



**SADDLEBROOK RANCH PDD II  
SCHERTZ, TEXAS**

**MASTER PLAN**

**TOTAL PROJECT AREA 36.21 ± AC**

**EXHIBIT "A"  
CONCEPTUAL  
Overall Recreation  
and Open Space Plan**

**Legend Lot Count Typ Size**

 **86 Lots 70' X 118'** \*\*See Note

**TOTALS 86 Lots**

Average Lot Size - 8,456 SF - Excluding Garden Lots

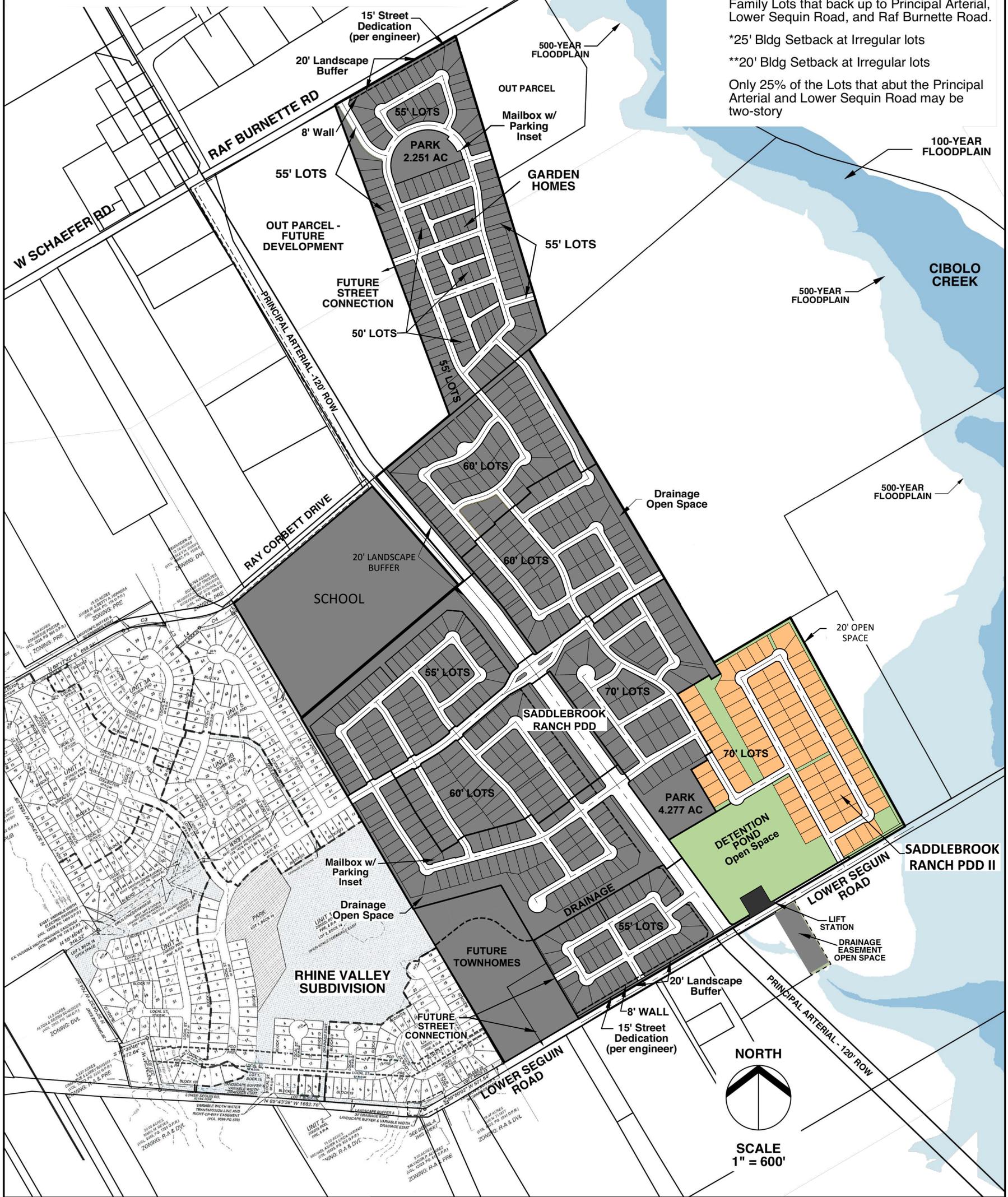
 **Drainage - Open Space - 12.32 Acres**

 **8-Foot Masonry Wall at rear of all Single Family Lots that back up to Principal Arterial, Lower Sequin Road, and Raf Burnette Road.**

**\*25' Bldg Setback at Irregular lots**

**\*\*20' Bldg Setback at Irregular lots**

**Only 25% of the Lots that abut the Principal Arterial and Lower Sequin Road may be two-story**



**SCALE  
1" = 600'**



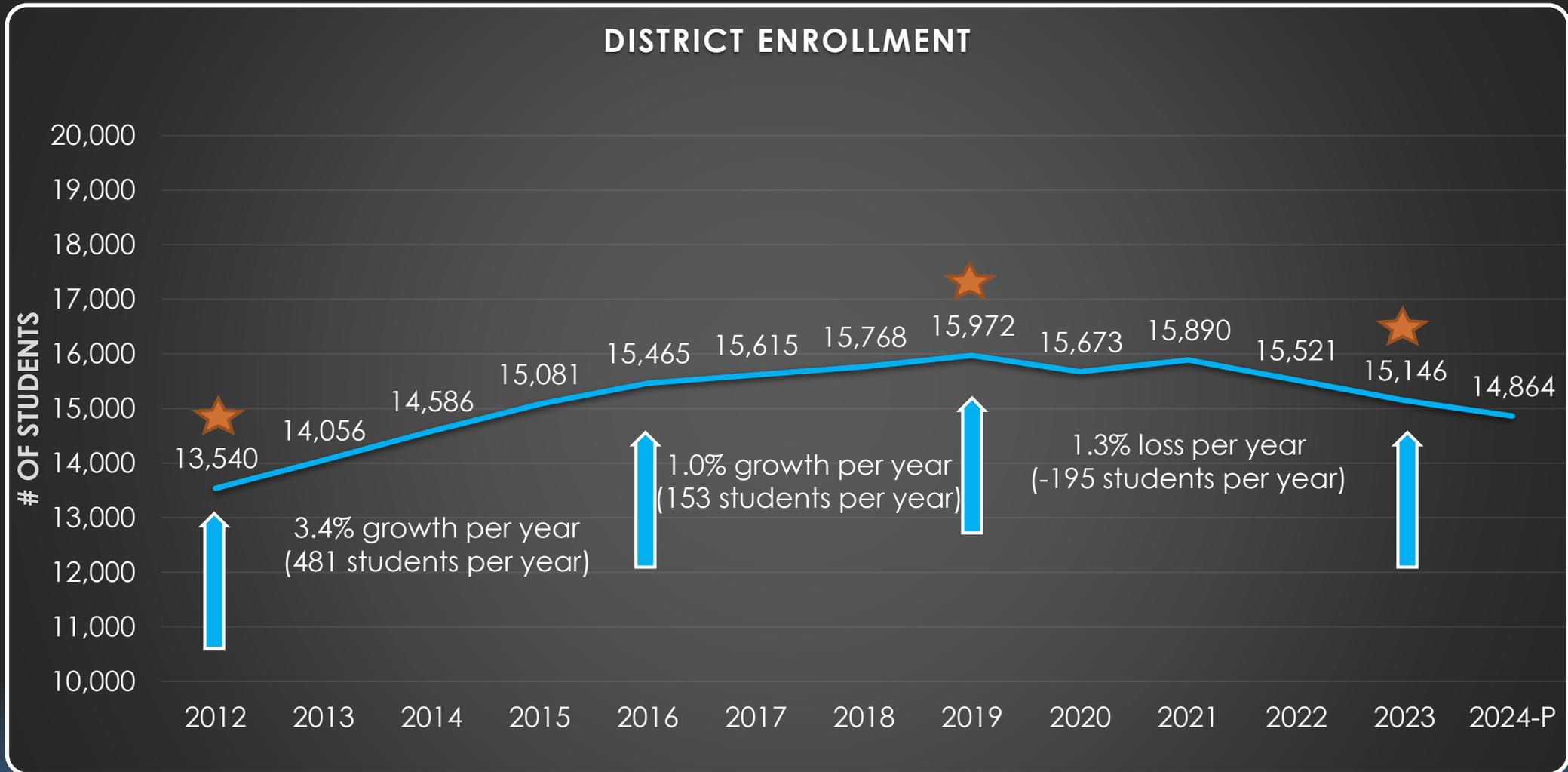
SCHERTZ - CIBOLO - UNIVERSAL CITY ISD

10 YEAR CAMPUS FORECASTING

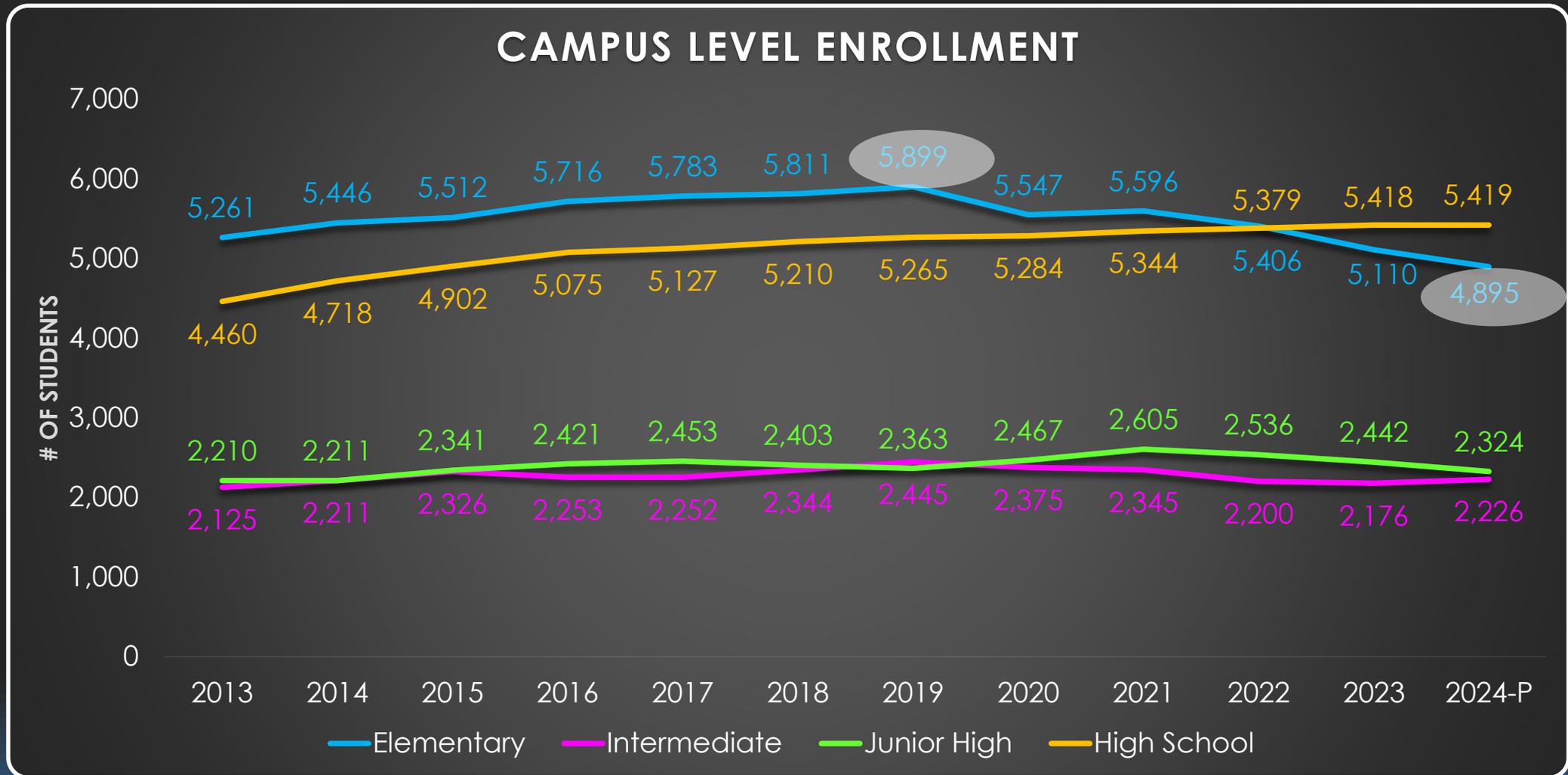
# FORECASTING CONSIDERATIONS

- ENROLLMENT
  - HISTORICAL TRENDS
  - PROJECTIONS
  - TRANSFERS TO CHARTERS AND OTHER ISDs
- CAMPUS CAPACITY
- BONDING CAPACITY

# HISTORICAL ENROLLMENT



# HISTORICAL ENROLLMENT BY CAMPUS LEVEL



# ENROLLMENT HISTORY BY LEVEL – OCTOBER

- 2019 TO 2023 ENROLLMENT DECREASE
  - HIGH SCHOOL ENROLLMENT HAS REMAINED STRONG
  - WE HAVE ADDED 154 HIGH SCHOOL STUDENTS SINCE 2019
  - AND JUNIOR HIGH HAS ONLY LOST 39 STUDENTS SINCE 2019
- ELEMENTARY IS WHERE WE HAVE FELT THE LARGEST DROP IN ENROLLMENT
  - SPECIFICALLY, 918 STUDENTS LOST SINCE 2019
  - AND 219 STUDENTS LOST AT THE INTERMEDIATE LEVEL.

# STUDENT TRANSFERS

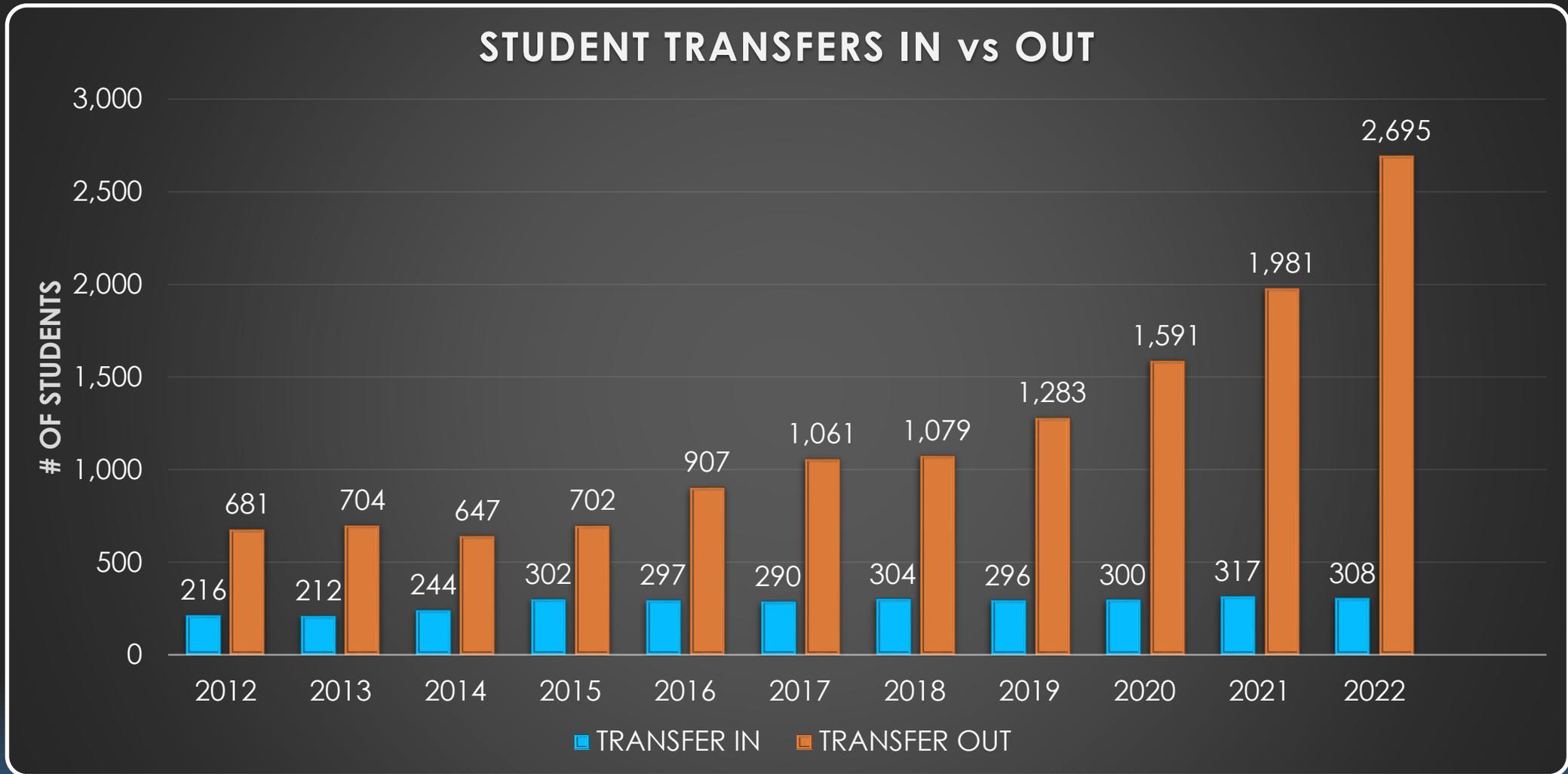
PEIMS YEAR	TRANSFER IN	TRANSFER OUT	DIFFERENCE
2012	216	681	-465
2013	212	704	-492
2014	244	647	-403
2015	302	702	-400
2016	297	907	-610
2017	290	1061	-771
2018	304	1079	-775
2019	296	1283	-987
2020	300	1591	-1291
2021	317	1981	-1664
2022	308	2695	-2387
2023	Data available in March		

First Year of Founders Charter School →

First Year of School of Science and Technology →

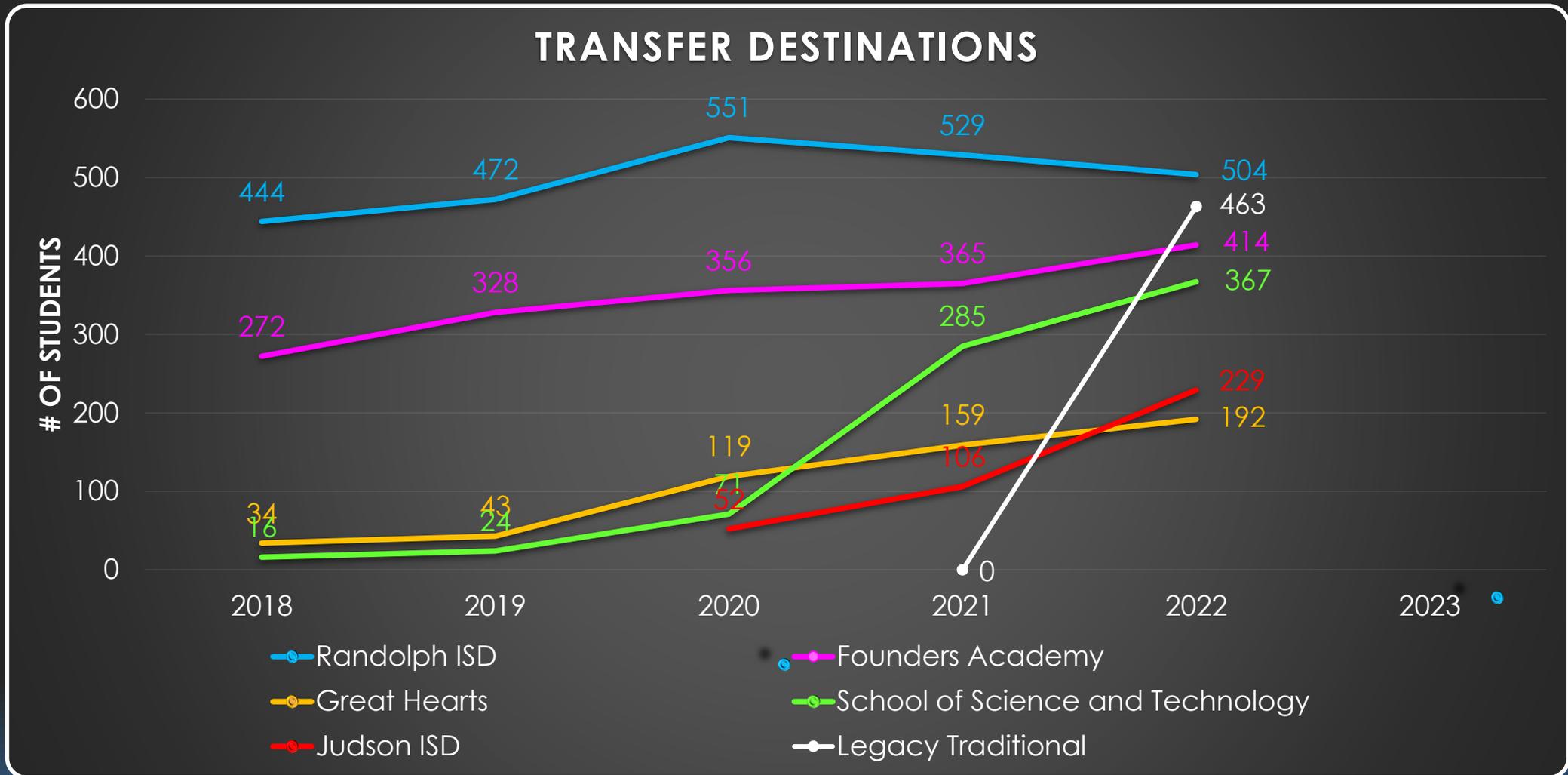
First Year of Legacy Traditional School →

# STUDENT TRANSFERS IN VS. OUT



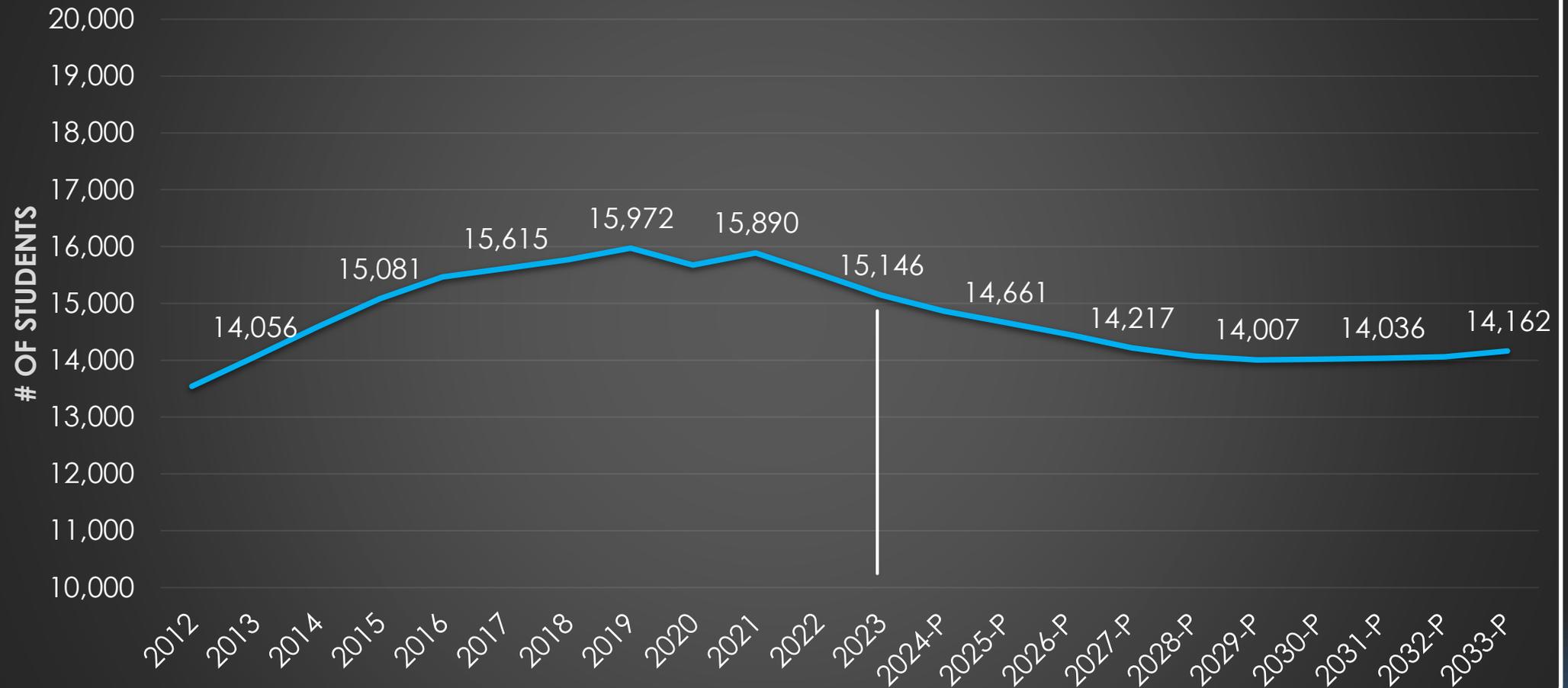


# MAIN DESTINATIONS FOR TRANSFERS OUT



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

## DISTRICT HISTORICAL ENROLLMENT AND PROJECTIONS



# ENROLLMENT PROJECTIONS

- OVER THE NEXT 6 YEARS OUR DISTRICT IS PROJECTED TO LOSE ON AVERAGE 1.3% OF OUR ENROLLMENT ANNUALLY.
  - RESULTING IN THE POTENTIAL DECLINE IN ENROLLMENT OF ANOTHER 1,139 STUDENTS OVER THE SAME PERIOD
  - LARGER GRADUATING CLASSES CONTINUE TO BE REPLACED WITH SMALLER PRE-K AND KINDER
  - GROWTH IN CHARTER ENROLLMENT IS LIKELY TO CONTRIBUTE TO THE SMALLER ELEMENTARY CLASS SIZES

PEIMS YEAR	PROJECTED ENROLLMENT	GROWTH (DECLINE)	PERCENTAGE CHANGE
2023	15,146	-375	-2.42%
2024-P	14,864	-282	-1.86%
2025-P	14,661	-203	-1.37%
2026-P	14,451	-210	-1.43%
2027-P	14,217	-234	-1.62%
2028-P	14,073	-144	-1.01%
2029-P	14,007	-66	-0.47%
2030-P	14,017	10	0.07%
2031-P	14,036	19	0.14%
2032-P	14,059	22	0.16%
2033-P	14,162	103	0.73%

# ENROLLMENT PROJECTIONS

- BEGINNING IN 2030 THE DISTRICT IS EXPECTED TO BEGIN ADDING STUDENTS
  - INCOMING ELEMENTARY ENROLLMENT AND GRADUATING CLASSES BEGIN TO REACH A BALANCE
  - IN 2033 WE ARE PROJECTED TO RETURN TO THE ENROLLMENT WE HAD IN 2013

PEIMS YEAR	PROJECTED ENROLLMENT	GROWTH (DECLINE)	PERCENTAGE CHANGE
2023	15,146	-375	-2.44%
2024-P	14,864	-282	-1.86%
2025-P	14,661	-203	-1.37%
2026-P	14,451	-210	-1.43%
2027-P	14,217	-234	-1.62%
2028-P	14,073	-144	-1.01%
2029-P	14,007	-66	-0.47%
2030-P	14,017	10	0.07%
2031-P	14,036	19	0.14%
2032-P	14,059	22	0.16%
2033-P	14,162	103	0.73%

# WHY HAS IT BECOME SO HARD TO PROJECT ENROLLMENT?

- PRIOR TO COVID AND AREA CHARTER SCHOOLS, SCUC WAS ESSENTIALLY THE ONLY OPTION FOR PARENTS MOVING INTO OUR GROWING COMMUNITY.
  - WHEN PROJECTING GROWTH, BIRTH RATES AND HOUSING GROWTH WERE THE ONLY TWO MAJOR VARIABLES WE HAD TO CONSIDER.
- BEGINNING 2017 WITH THE FIRST AREA CHARTER SCHOOL, PARENTS BEGAN TO EXERCISE THEIR CHOICE.
  - WITH COVID WE SAW VIRTUAL LEARNING ENTER THE GAME AND HOMESCHOOLING BECAME MORE PREVALENT
  - OUR COMMUNITY ALSO CONTINUED TO EXPERIENCE AGING IN PLACE
- PROJECTING ENROLLMENT IS MUCH MORE DIFFICULT WITH THESE ADDED VARIABLES.

# FORECASTING CONSIDERATIONS

- ENROLLMENT
  - HISTORICAL TRENDS
  - PROJECTIONS
  - TRANSFERS TO CHARTERS AND OTHER ISDs
- CAMPUS CAPACITY

# UNDERSTANDING CAMPUS CAPACITY

- DESIGN CAPACITY

- CAPACITY OF A CAMPUS AS ARCHITECTURALLY DESIGNED WITH EVERY FULL-SIZE CLASSROOM AT FULL CAPACITY
- EX. SIPPEL ELEMENTARY HAS A DESIGN CAPACITY OF 750 STUDENTS

- FUNCTIONAL CAPACITY

- DESIGN CAPACITY OF A CAMPUS MINUS 10% TO ACCOUNT FOR SPECIAL PROGRAMS ON A CAMPUS THAT REDUCE THE CAPACITY OF A FULL-SIZE CLASSROOM
- EX. SIPPEL ELEMENTARY HAS A FUNCTIONAL CAPACITY OF 675 STUDENTS

- MAXIMUM CAPACITY

- CAMPUS CAPACITY CONSIDERING THE ADDITION OF PORTABLE CLASSROOM BUILDINGS TO THE DESIGN CAPACITY AND THE NUMBER OF STUDENTS THE COMMON AREAS OF THE CAMPUS CAN SUPPORT
- EX. SIPPEL ELEMENTARY HAS A MAXIMUM CAPACITY OF 1058 STUDENTS

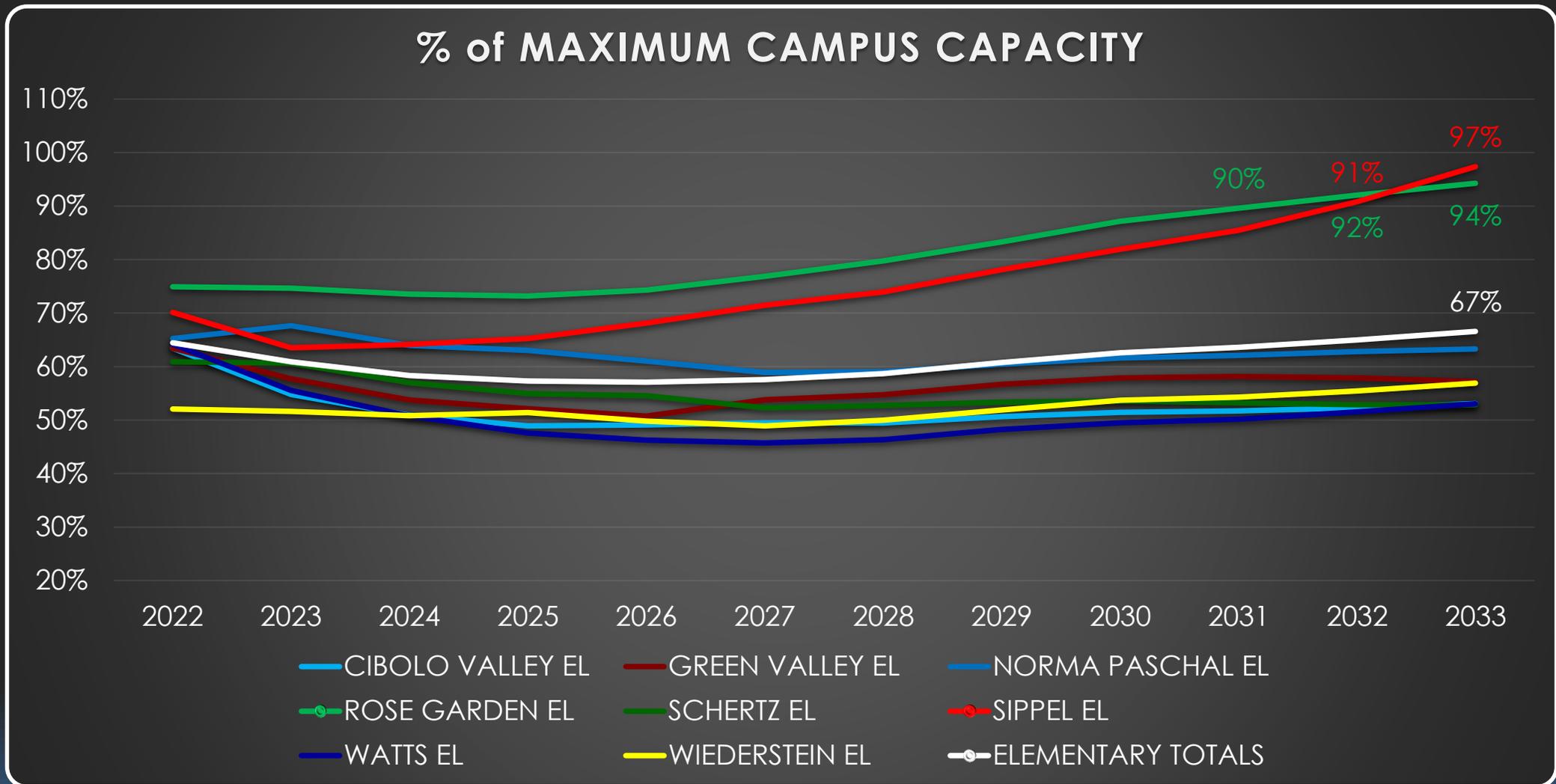
# PLANNING USING OUR MAXIMUM CAPACITY

- WE BEGIN CONSIDERING THE USE OF **CAPACITY RELIEF TOOLS** WHEN A CAMPUS REACHES **90%** OF ITS MAXIMUM CAPACITY. THE DISTRICT HAS SEVERAL TOOLS AT OUR DISPOSAL
- TOOLS TO REDUCE/MAINTAIN THE ENROLLMENT OF A CAMPUS INCLUDE:
  - CAPPING ENROLLMENT OF THE CAMPUS TO NEW STUDENTS
  - MOVING SPECIAL PROGRAMS TO CAMPUSES WITH LOWER ENROLLMENTS
- TOOLS TO BALANCE THE ENROLLMENT AT CAMPUSES INCLUDE:
  - REZONING THE ATTENDANCE BOUNDARIES
- TOOLS TO INCREASE THE CAPACITY OF THE CAMPUS/DISTRICT INCLUDE:
  - ADDING PORTABLE CLASSROOM BUILDINGS
  - ADDING TO OR RENOVATING THE EXISTING BUILDING
  - BUILDING A NEW CAMPUS TO THE DISTRICT

# ELEMENTARY CAPACITIES

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

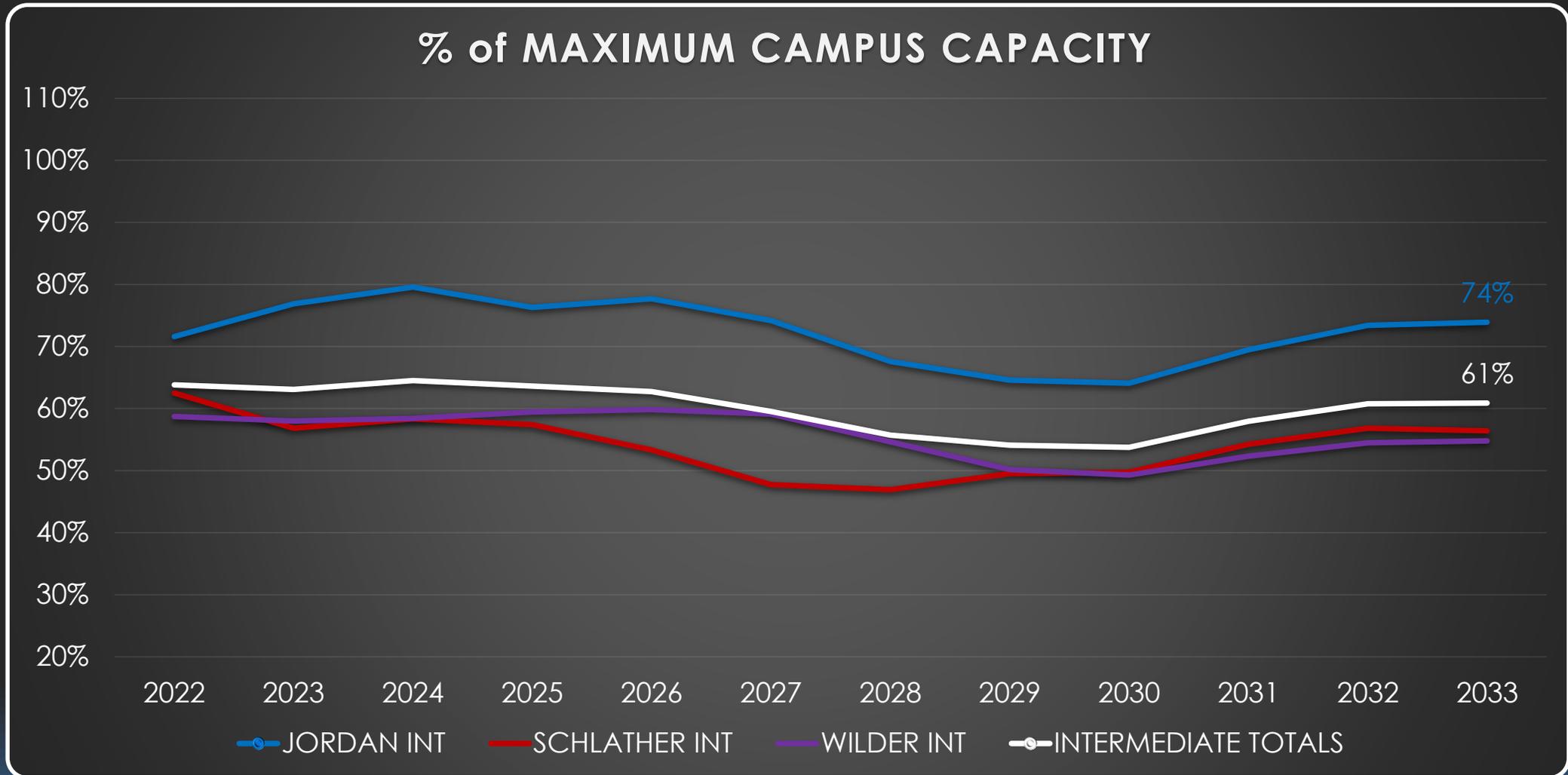
# ELEMENTARY CAPACITIES



# INTERMEDIATE CAPACITIES

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

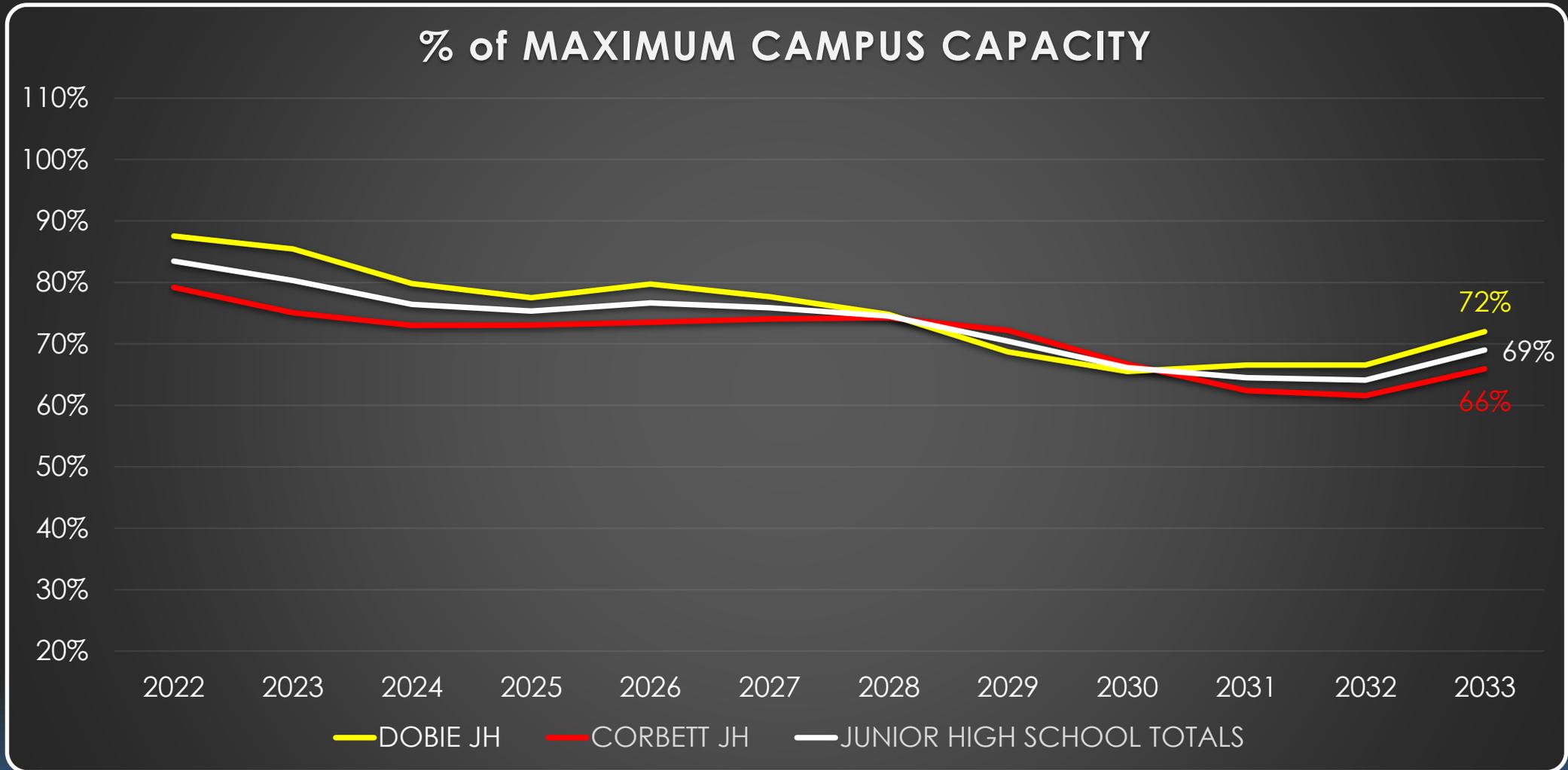
# INTERMEDIATE CAPACITIES



# JUNIOR HIGH CAPACITIES

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

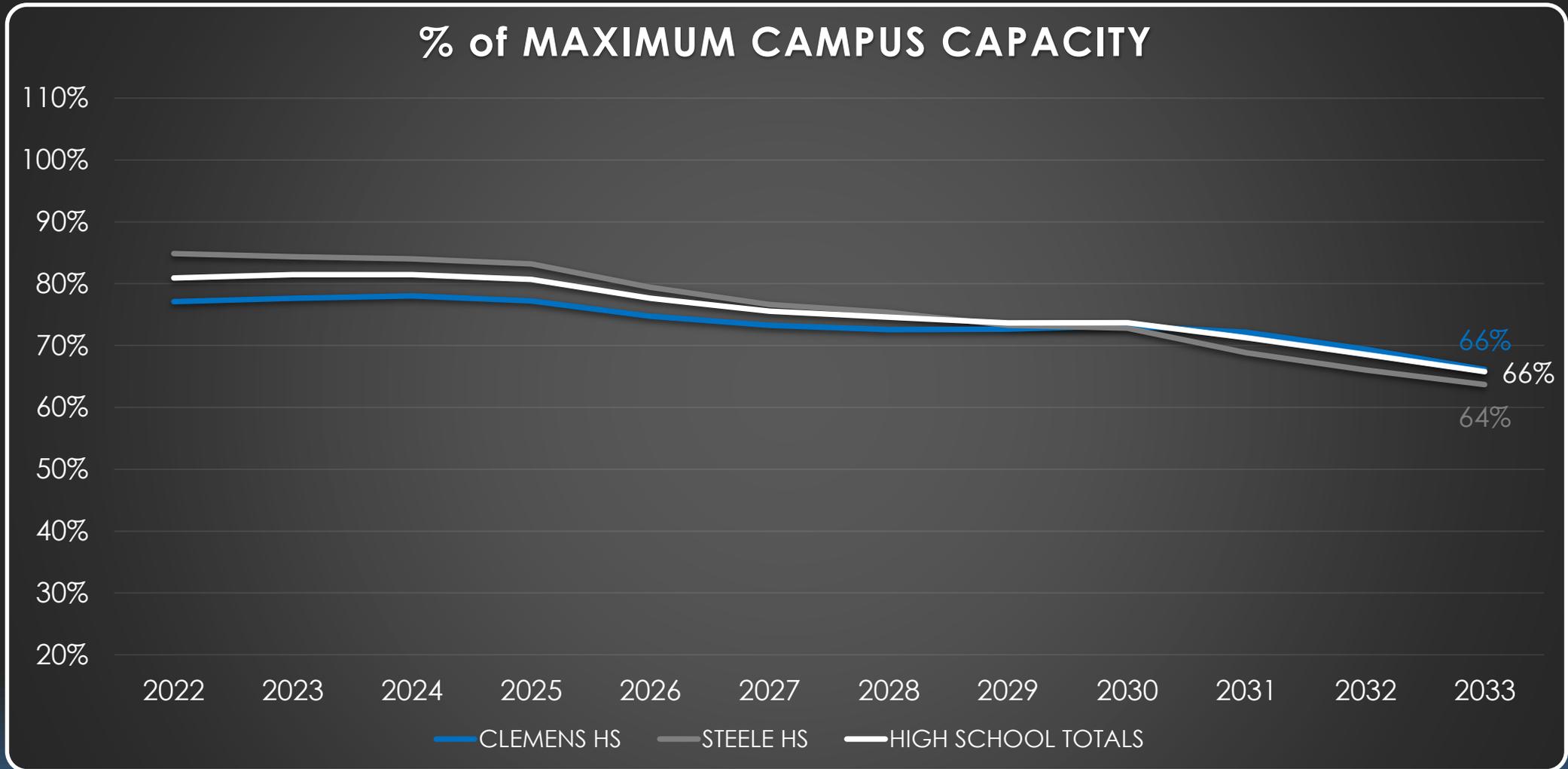
# JUNIOR HIGH CAPACITIES



# HIGH SCHOOL CAPACITIES

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

# HIGH SCHOOL CAPACITIES



# FORECASTING CONSIDERATIONS

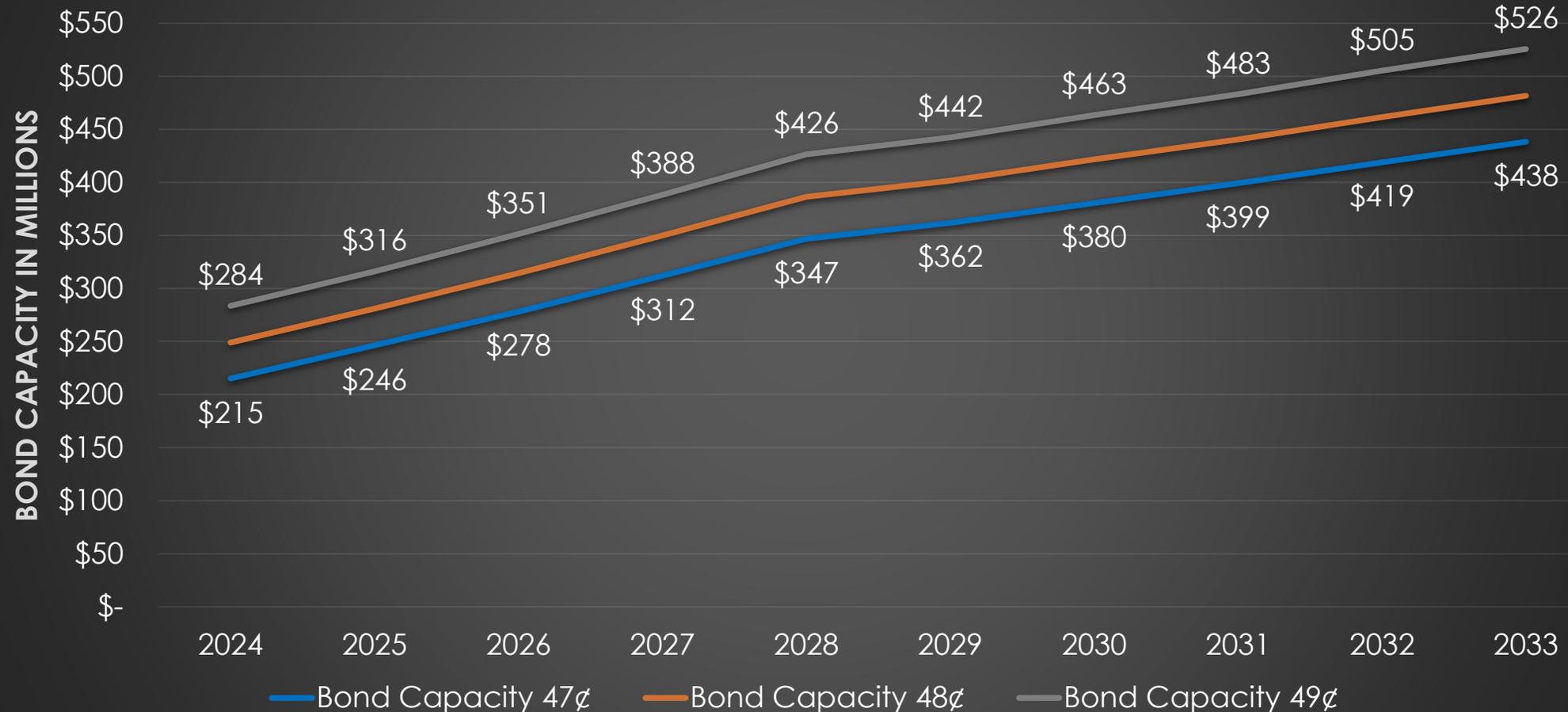
- ENROLLMENT
  - HISTORICAL TRENDS
  - PROJECTIONS
  - TRANSFERS TO CHARTERS AND OTHER ISDs
- CAMPUS CAPACITY
- BONDING CAPACITY

# PROJECTING BONDING CAPACITY - SCUC

- PROJECTING TAX REVENUE
  - ASSUMES NO REFINANCING FOR BOND SAVINGS
    - DEFEASING PRINCIPAL
  - MODEST PROPERTY VALUE GROWTH
    - 4.0% ANNUAL INCREASE FOR 2024-2028
    - 2.0% ANNUAL INCREASE FOR 2029-2033
- AS DEBT IS RESTRUCTURED AND PROPERTY VALUES INCREASE, WE BEGIN TO HAVE SOME BONDING CAPACITY
  - CAPACITY FOR ADDITIONAL DEBT IS LOWER AT FIRST, MORE IN LATER YEARS
- FORECASTING USING THREE OPTIONS FOR I&S TAX RATE
  - **\$0.47** PER \$100 OF VALUATION (CURRENT), **\$0.48** PER \$100 VALUATION, AND **\$0.49** PER \$100 VALUATION

# PROJECTED AVAILABLE BOND DOLLARS

## SCUC Bond Capacity by Year & Rate



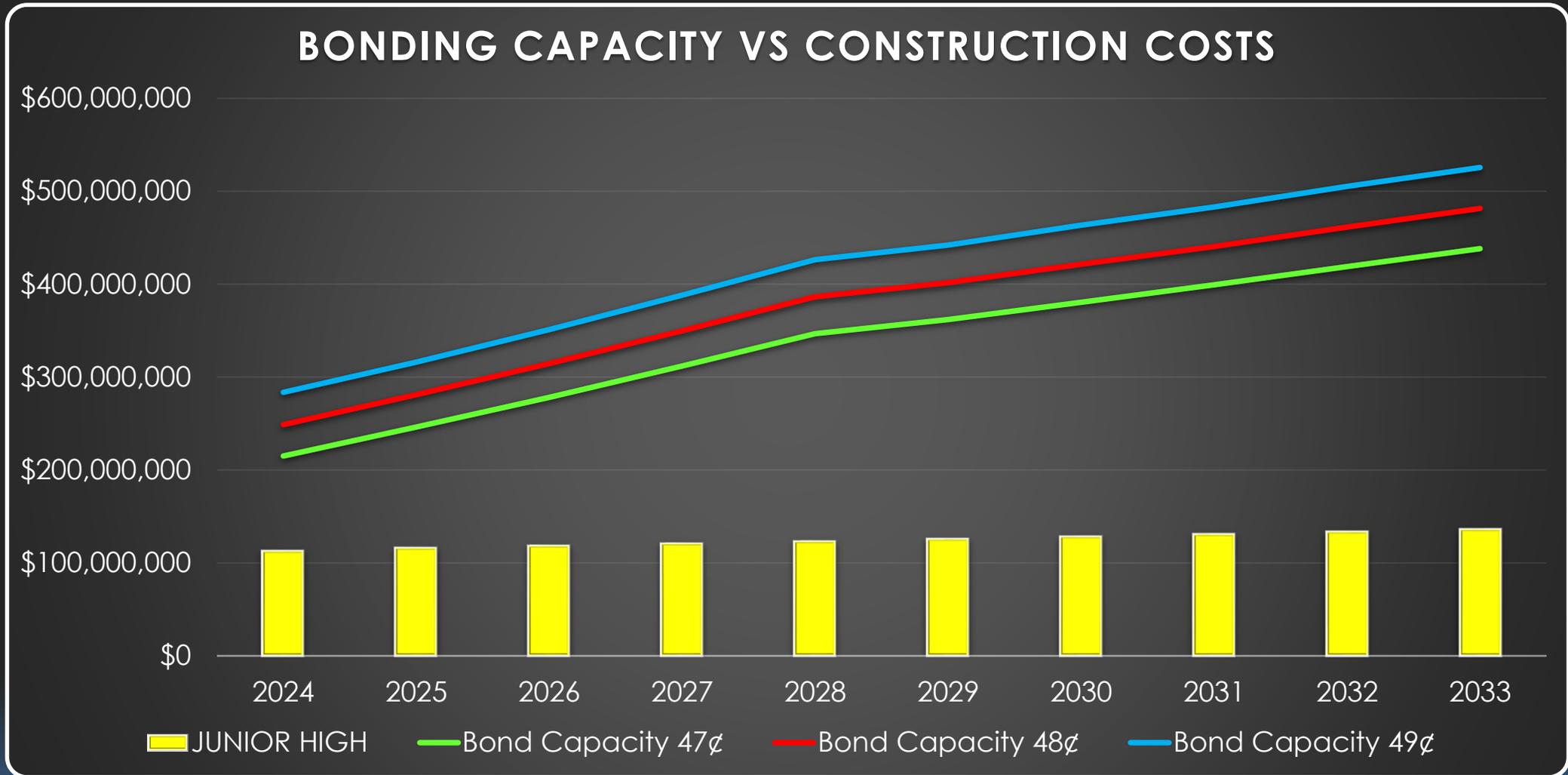
# PROJECTING FACILITY COSTS - SCUC

- PROJECTING FUTURE COSTS OF NEW FACILITIES
  - FLUCTUATING MATERIALS AND LABOR COSTS MAKE LONG-TERM PROJECTIONS DIFFICULT
  - THE MARKET HAS SEEN HUGE INFLATION OVER THE LAST SEVERAL YEARS, BUT SEEMS TO HAVE STABILIZED DURING 2023
    - 2020-2023 WE EXPERIENCED 7-15% INFLATION ANNUALLY
  - PROJECTING PAST 2024
    - 3% ANNUAL INFLATION FOR 2024
    - 2% ANNUAL INFLATION FOR 2025 AND BEYOND
- CONSTRUCTION ESTIMATE RULES OF THUMB – 2024 DOLLARS
  - HIGH SCHOOL - \$235 MILLION
  - JUNIOR HIGH SCHOOL - \$113 MILLION
  - INTERMEDIATE/ELEMENTARY - \$72 MILLION

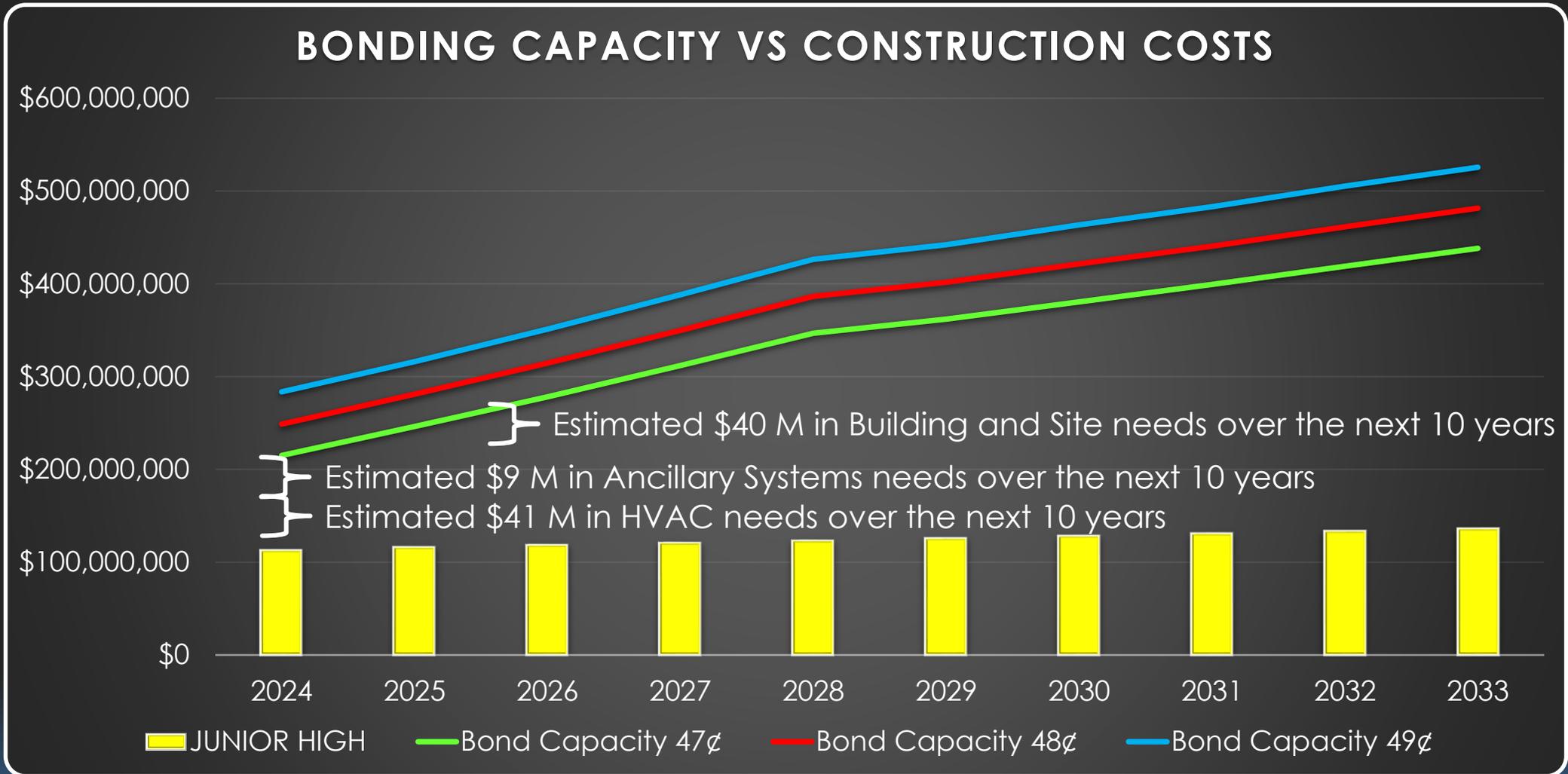
# PROJECTING FACILITY COSTS - SCUC

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

# PROJECTED BOND CAPACITIES VS. CONSTRUCTION COSTS



# PROJECTED BOND CAPACITIES VS. CONSTRUCTION COSTS



# TAKE AWAYS....

- STUDENT ENROLLMENT/PROJECTIONS
  - PRIOR TO COVID-19 SCUC ISD'S ENROLLMENT GROWTH HAD SLOWED TO 1% PER YEAR
  - COVID AND THE OPENING OF CHARTER SCHOOLS HAS IMPACTED DISTRICT ENROLLMENT, ESPECIALLY AT THE YOUNGER GRADES
  - THIS MULTI-YEAR IMPACT IS REDUCING OUR ENROLLMENT EVEN WITH NEW HOUSING
  - AN AVERAGE 1% ANNUAL DECLINE IN ENROLLMENT IS FORECASTED FOR THE NEXT SIX YEARS
- CAPACITY RELIEF TOOLS
  - WE HAVE MULTIPLE TOOLS TO HELP RELIEVE OUR CAMPUSES ONCE THEY SURPASS 90% OF THEIR MAX CAPACITY AND MOVE CLOSER TO 100%
- WITH OUR PROJECTED ENROLLMENT DECLINING, OUR ATTENTION MUST BE FOCUSED ON MAINTAINING THE INFRASTRUCTURE OF OUR EXISTING BUILDINGS AND IDENTIFYING FUTURE PROGRAMMATIC NEEDS FOR OUR STUDENTS
- WE ALSO NEED TO CONSIDER IF 2 JUNIOR HIGHS CONTINUE TO MEET THE NEEDS OF OUR DISTRICT

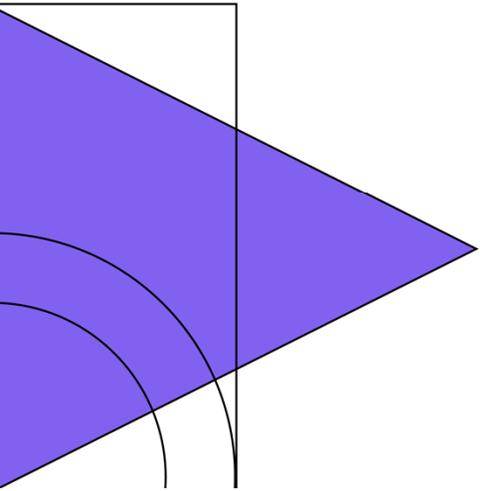
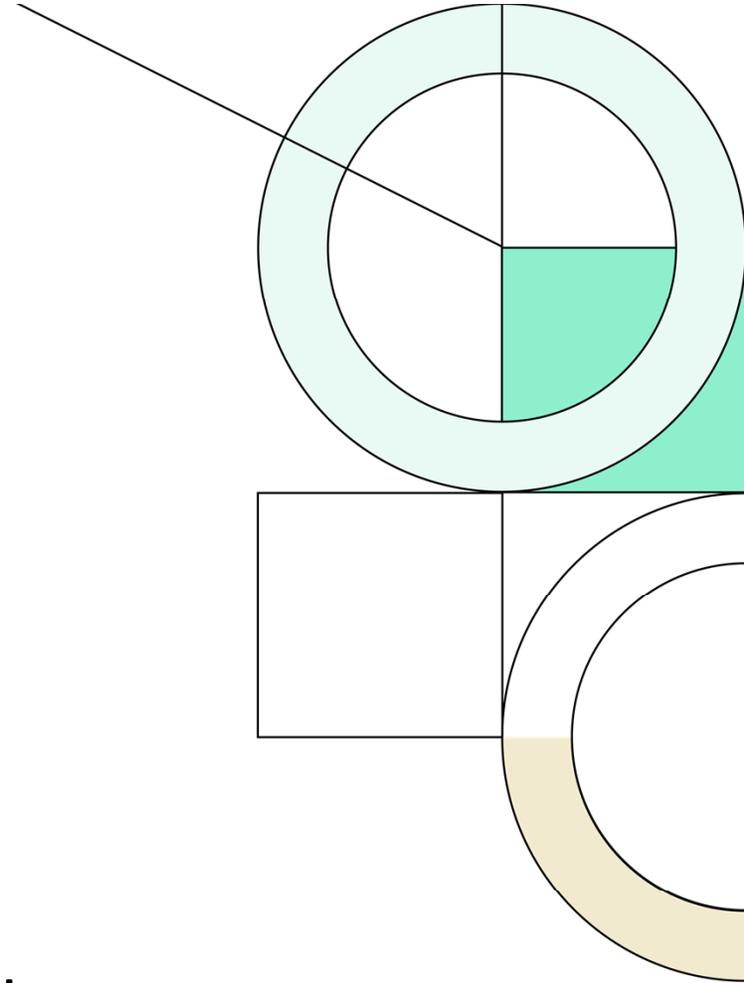
QUESTIONS/COMMENTS





4Q24

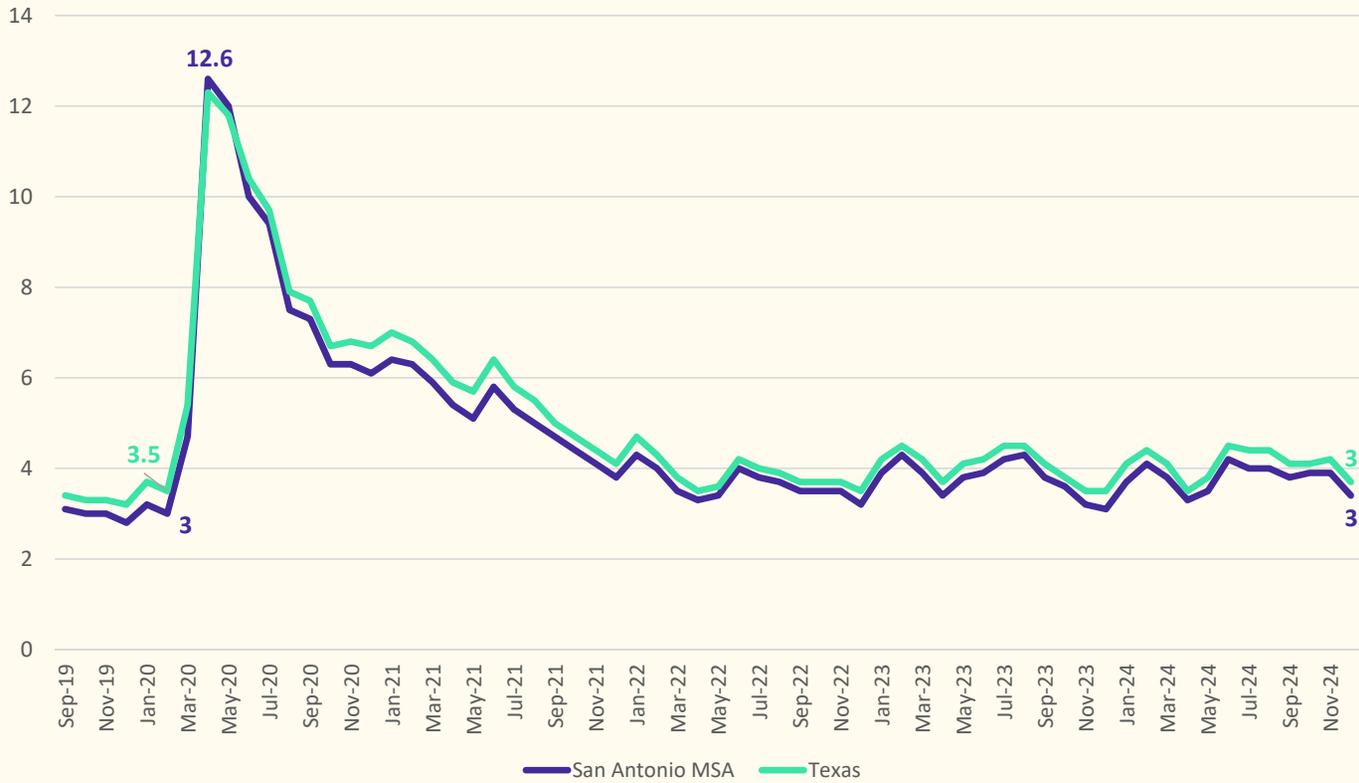
# Demographic Report



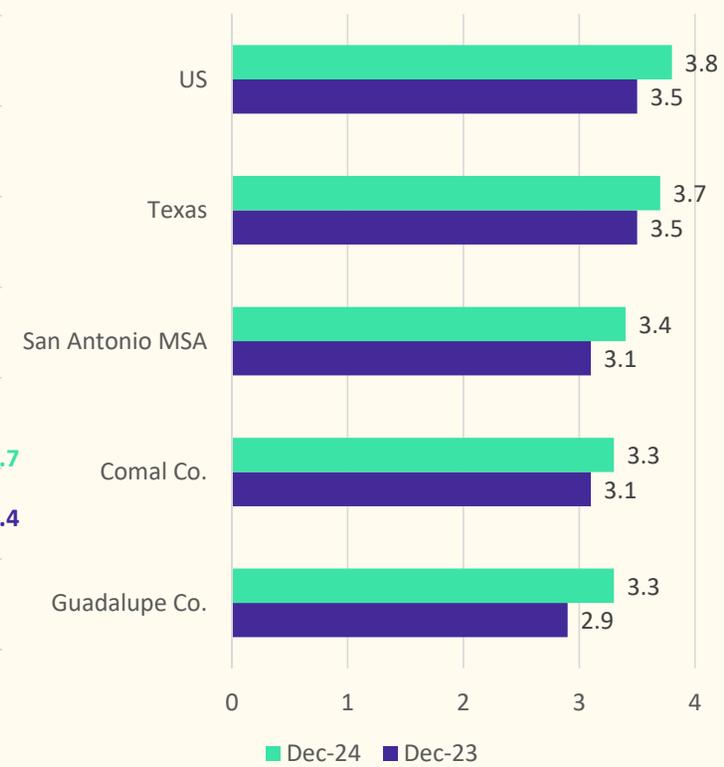


# Local Economic Conditions

### Unemployment Rate, Sept 2019 – Dec 2024



### Unemployment Rate, Year Over Year

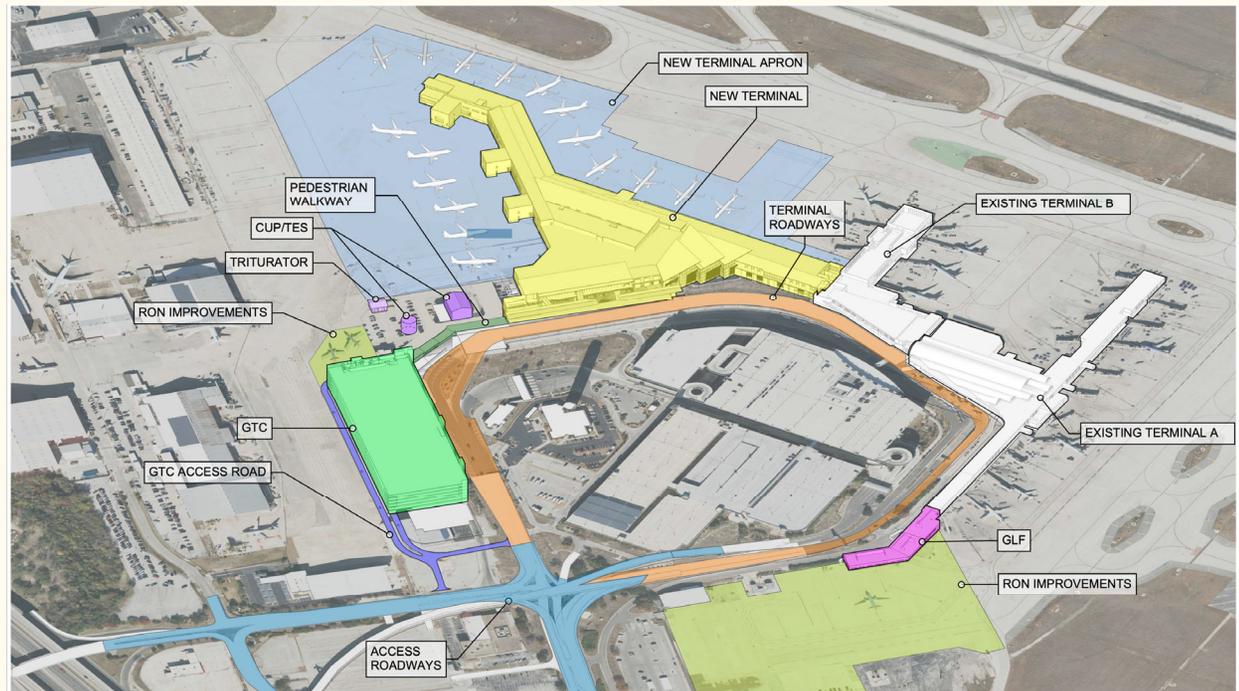




## Local Economic Conditions

### San Antonio International Airport

- Broke ground on third terminal at end of 2024
- Estimated total cost = \$2.5 billion
- Third terminal will anchor the expansion & improvement project housing as many as 17 new gates spanning approx. 850,000 sq. ft.
- Will include concessions and lounge areas while housing new Federal Inspection Station to accommodate expanded international air service
- Expected to generate \$3.2 billion in revenue for the city over 15 years
- New ground loading facility also added at Terminal A including new passenger gates and overnight aircraft parking
- The third terminal is scheduled for completion in 2028





# Housing Activity by MSA

## Top 25 Housing Starts Markets (4Q2024)

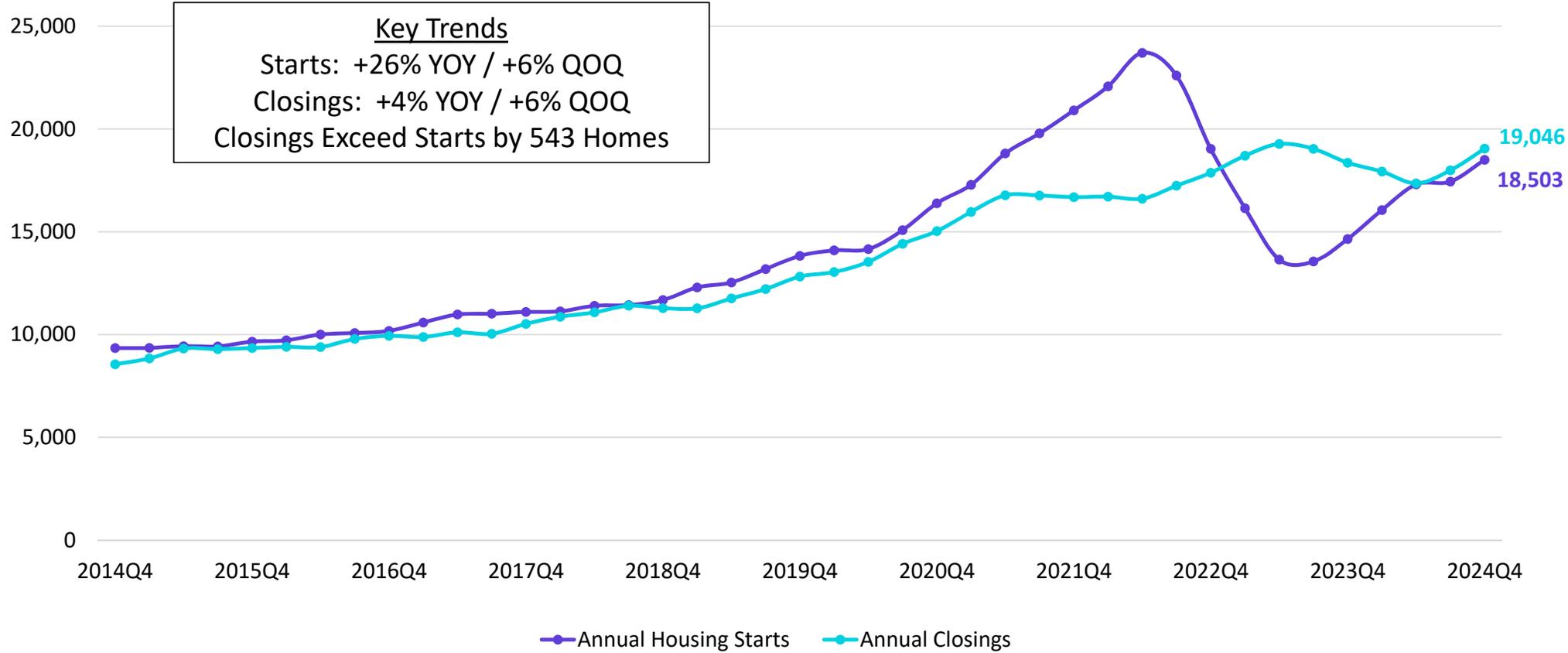
Rank	Market	4Q24 Annualized Starts	4Q24 YOY Change	4Q19 Annualized Starts	Change from 2019
1	Dallas	47,421	13%	34,816	36%
2	Houston	39,036	10%	30,646	27%
3	Phoenix	22,800	32%	21,598	6%
4	San Antonio	18,232	25%	13,816	32%
5	Atlanta	18,206	2%	23,113	-21%
6	Austin	16,293	2%	18,952	-14%
7	Orlando	13,524	-15%	14,624	-8%
8	Tampa	12,131	1%	12,296	-1%
9	Charlotte	11,991	2%	12,136	-1%
10	Raleigh	11,848	15%	10,033	18%
11	Las Vegas	11,499	18%	9,852	17%
12	Riverside/San Bernardino	11,025	-4%	9,780	13%
13	Washington, DC	10,963	8%	12,608	-13%
14	Jacksonville	10,341	5%	8,833	17%
15	Sarasota	10,010	12%	6,071	65%
16	Nashville	9,348	2%	8,955	4%
17	Miami	9,087	4%	8,058	13%
18	Portland	8,789	85%	5,273	67%
19	Seattle	8,270	32%	8,579	-4%
20	Denver	8,199	8%	9,925	-17%
21	Lakeland	7,846	7%	5,084	54%
22	Boise	7,456	42%	6,468	15%
23	Minneapolis	7,436	12%	7,852	-5%
24	Indianapolis	7,196	15%	6,019	20%
25	Chicago	7,020	9%	6,110	15%

Source: Zonda



# San Antonio New Home Starts & Closings

### Annual Housing Starts vs. Annual Closings

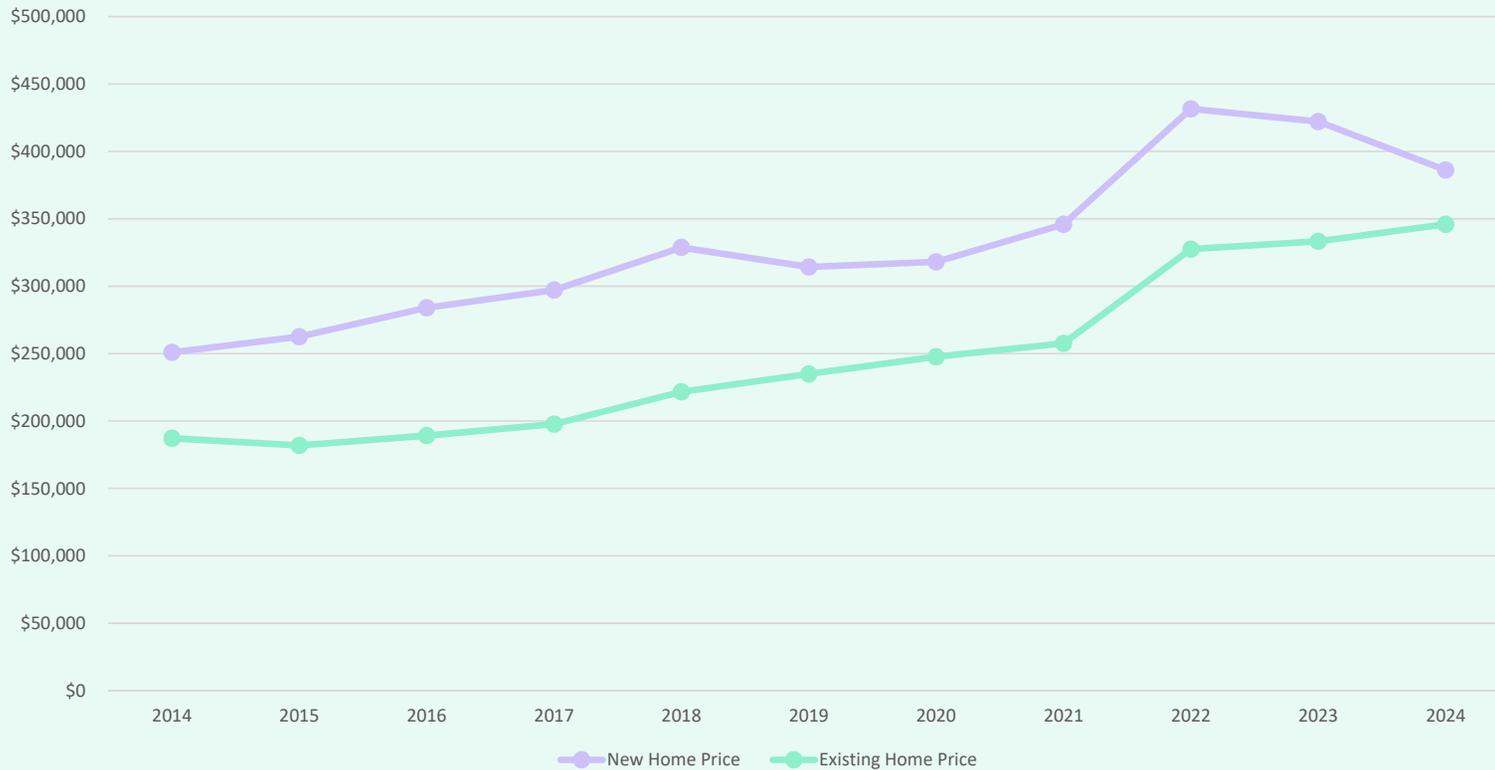


Source: Zonda

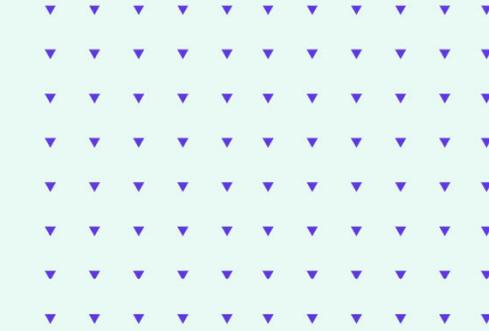


# SCUC ISD Housing Market Analysis

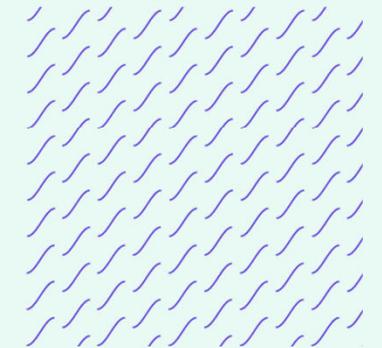
## Average New vs. Existing Home Sale Price, 2013 - 2024



- The average new home sale price in SCUC ISD has risen 54% between 2014 and 2024, an increase of more than \$135,200
- The average existing home sale price in SCUC ISD has risen 85% in the last 10 years, an increase of more than \$158,800



	Avg New Home	Avg Existing Home
2014	\$250,897	\$187,097
2015	\$262,532	\$181,881
2016	\$284,037	\$189,189
2017	\$297,182	\$197,710
2018	\$328,762	\$221,637
2019	\$314,299	\$234,868
2020	\$318,065	\$247,691
2021	\$345,858	\$257,537
2022	\$431,606	\$327,526
2023	\$422,149	\$333,286
2024	\$386,156	\$345,921





# San Antonio New Home Ranking Report

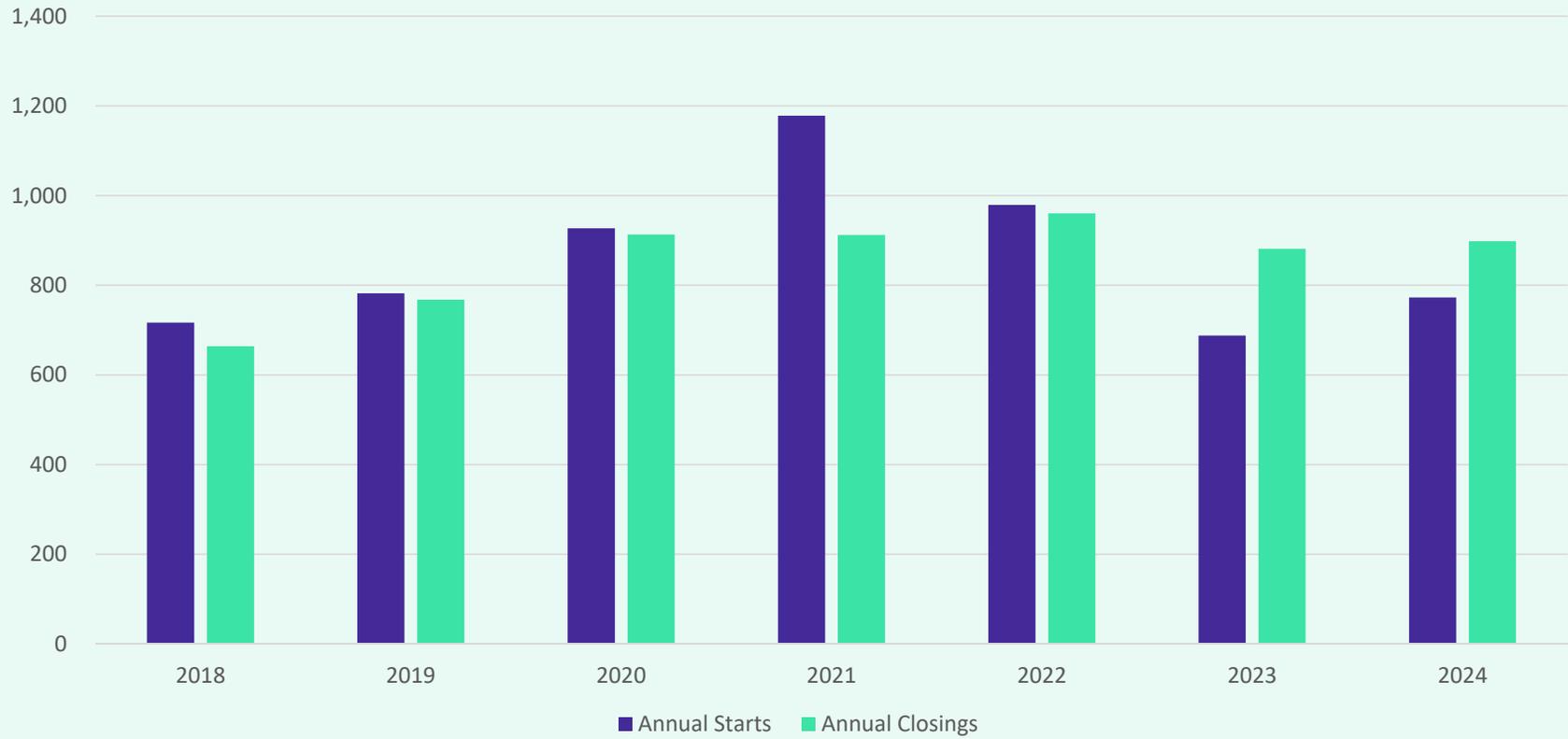
ISD Ranked by Annual Closings – 4Q24

Rank	District Name	Annual Starts	Annual Closings	Inventory	VDL	Future
1	NORTHSIDE ISD (BEXAR)	3,739	3,920	1,909	6,114	21,246
2	COMAL ISD	2,691	3,028	1,670	4,843	21,591
3	MEDINA VALLEY ISD	2,377	2,410	1,232	5,228	27,810
4	EAST CENTRAL ISD	2,513	2,230	1,243	4,351	24,478
5	SOUTHWEST ISD	1,301	1,328	628	2,269	7,296
6	JUDSON ISD	615	899	207	547	871
<b>7</b>	<b>SCUC ISD</b>	<b>787</b>	<b>894</b>	<b>391</b>	<b>2,113</b>	<b>5,896</b>
8	NAVARRO ISD	841	832	453	1,290	6,635
9	BOERNE ISD	777	761	497	1,545	9,427
10	SOUTHSIDE ISD	700	730	322	927	16,702
11	NEW BRAUNFELS ISD	656	589	407	854	6,164
12	NORTH EAST ISD	397	361	234	906	5,196
13	SEGUIN ISD	325	342	204	668	5,384
14	SOUTH SAN ANTONIO ISD	300	238	164	86	790
15	MARION ISD	230	174	139	327	4,559
16	FLORESVILLE ISD	116	137	49	227	0
17	SAN ANTONIO ISD	59	87	126	305	772
18	LYTLE ISD	91	76	44	319	1,046
19	PLEASANTON ISD	54	61	25	72	0
20	ALAMO HEIGHTS ISD	3	41	8	15	19

\* Based on additional Zonda Education housing research



# District New Home Starts and Closings



Starts	2018	2019	2020	2021	2022	2023	2024
1Q	175	201	237	294	349	103	189
2Q	180	176	197	300	393	187	260
3Q	177	207	261	265	174	241	163
4Q	185	198	232	319	63	157	161
<b>Total</b>	<b>717</b>	<b>782</b>	<b>927</b>	<b>1,178</b>	<b>979</b>	<b>688</b>	<b>773</b>

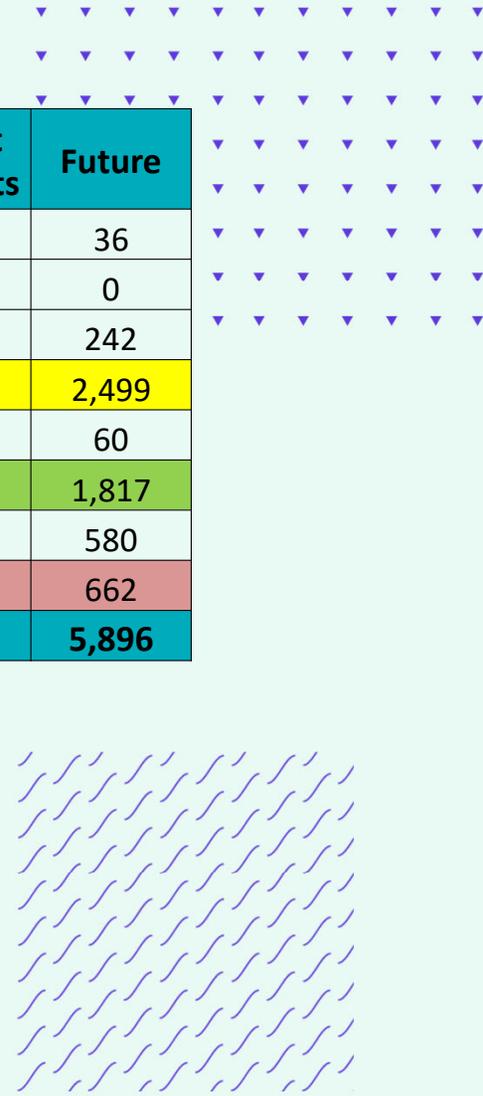
Closings	2018	2019	2020	2021	2022	2023	2024
1Q	133	138	165	190	181	280	235
2Q	185	211	249	258	227	247	249
3Q	185	240	286	268	218	199	200
4Q	161	179	213	196	334	155	214
<b>Total</b>	<b>664</b>	<b>768</b>	<b>913</b>	<b>912</b>	<b>960</b>	<b>881</b>	<b>898</b>



# District Housing Overview by Elementary Zone

Elementary	Annual Starts	Quarter Starts	Annual Closings	Quarter Closings	Under Const.	Inventory	Vacant Dev. Lots	Future
CIBOLO VALLEY	76	11	123	30	13	33	118	36
GREEN VALLEY	0	0	0	0	0	0	0	0
PASCHAL	1	0	3	2	1	1	41	242
ROSE GARDEN	234	64	230	53	85	137	827	2,499
SCHERTZ	0	0	21	0	0	1	0	60
SIPPEL	298	70	277	68	76	154	729	1,817
WATTS	47	7	80	20	8	16	15	580
WIEDERSTEIN	131	9	160	41	13	49	383	662
<b>Grand Total</b>	<b>787</b>	<b>161</b>	<b>894</b>	<b>214</b>	<b>196</b>	<b>391</b>	<b>2,113</b>	<b>5,896</b>

- Highest activity in the category
- Second highest activity in the category
- Third highest activity in the category



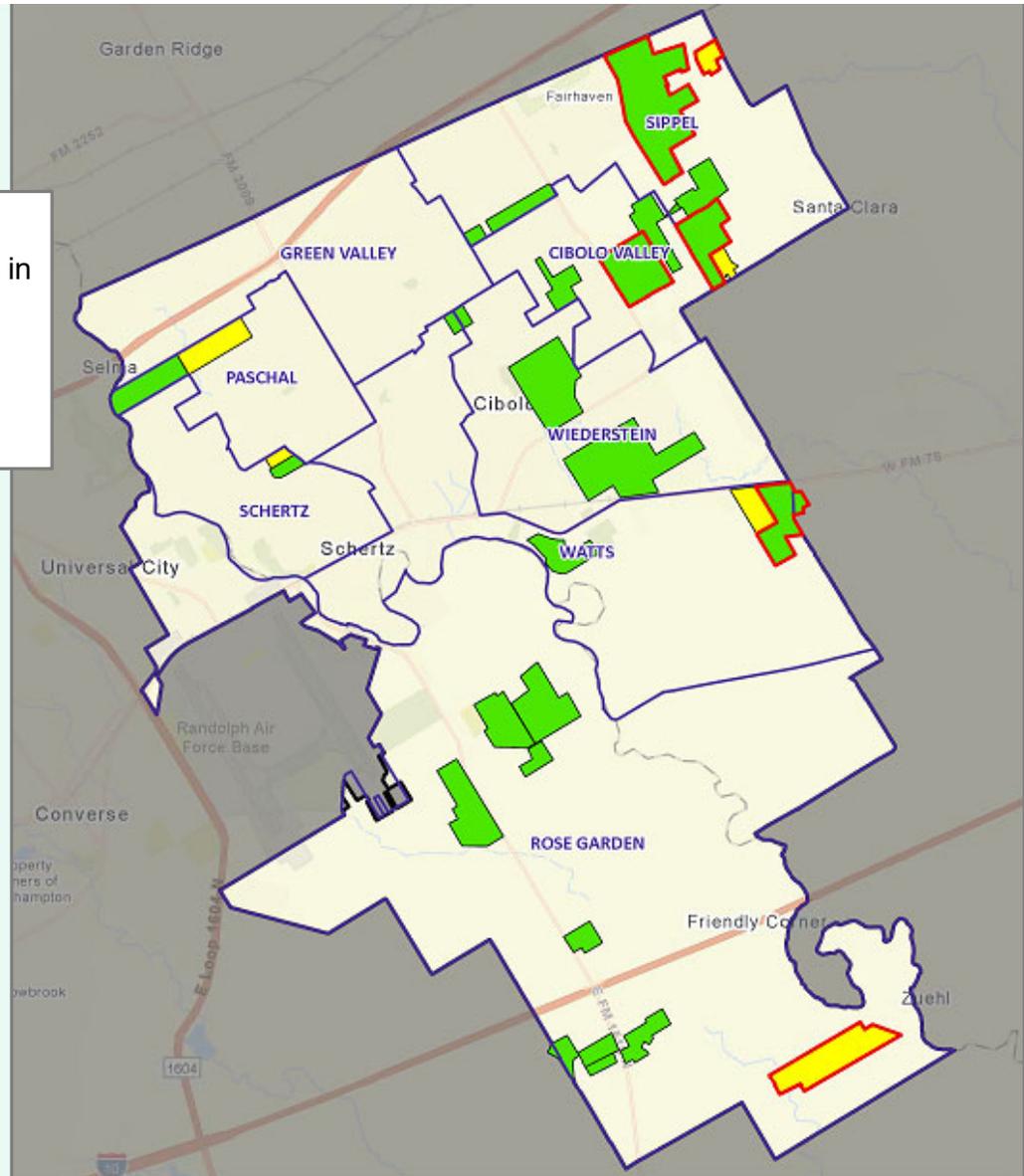


# District Housing Overview

- The district has 23 actively building subdivisions
- Within SCUC ISD there are 6 future subdivisions in various stages of planning
- Of these, groundwork is underway on more than 500 lots within 6 subdivisions
- 462 lots were delivered in the 4<sup>th</sup> quarter

## Subdivisions

-  ACTIVE
-  FUTURE
-  Groundwork Underway

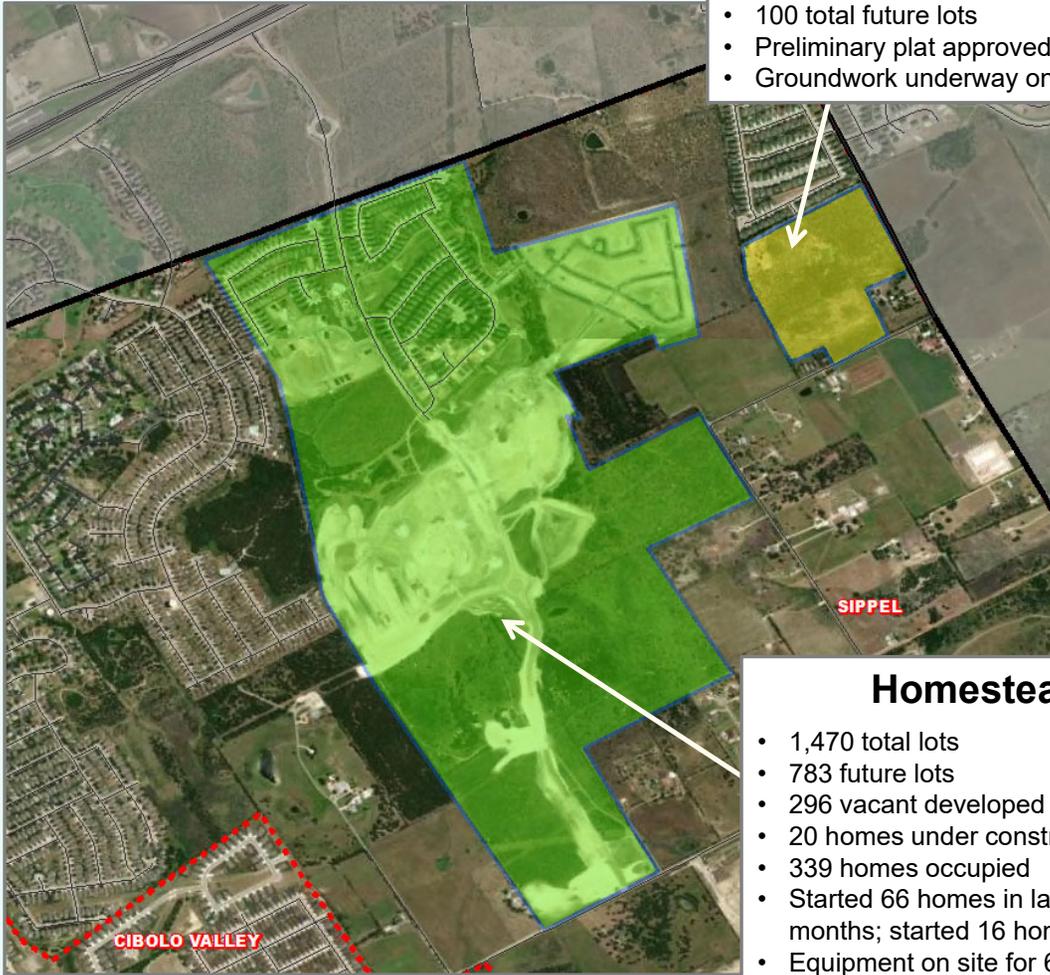




# Residential Activity



January 24, 2025

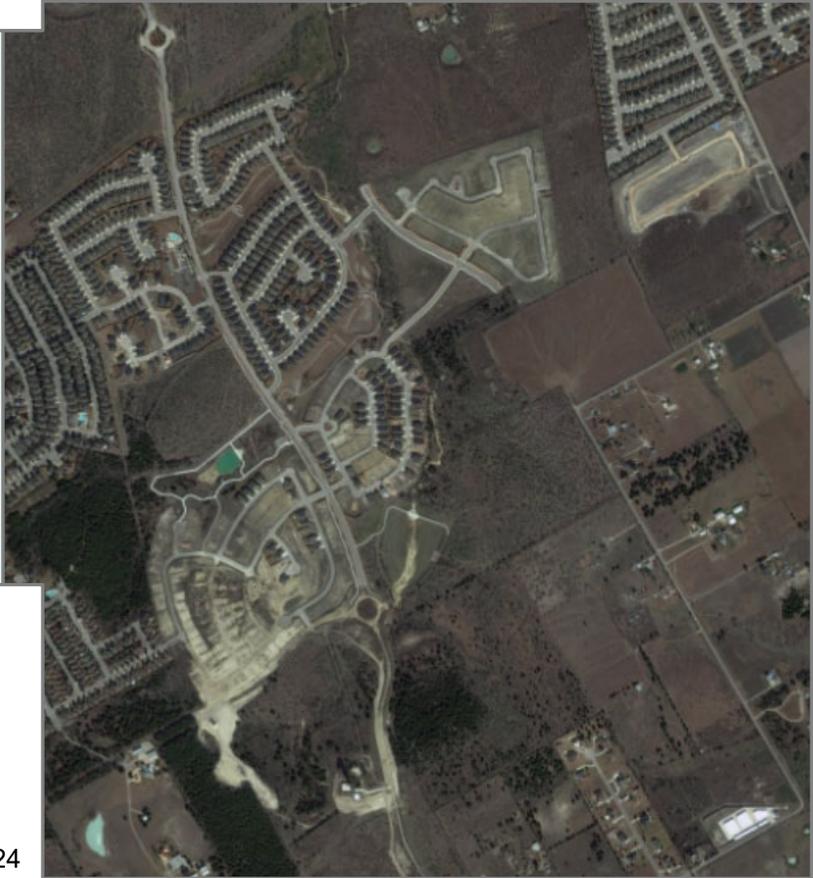


## Mont Blanc

- 100 total future lots
- Preliminary plat approved Jan 2023
- Groundwork underway on all lots

## Homestead

- 1,470 total lots
- 783 future lots
- 296 vacant developed lots
- 20 homes under construction
- 339 homes occupied
- Started 66 homes in last 12 months; started 16 homes in 4Q24
- Equipment on site for 62 lots in Phase 11
- \$400K - \$700K



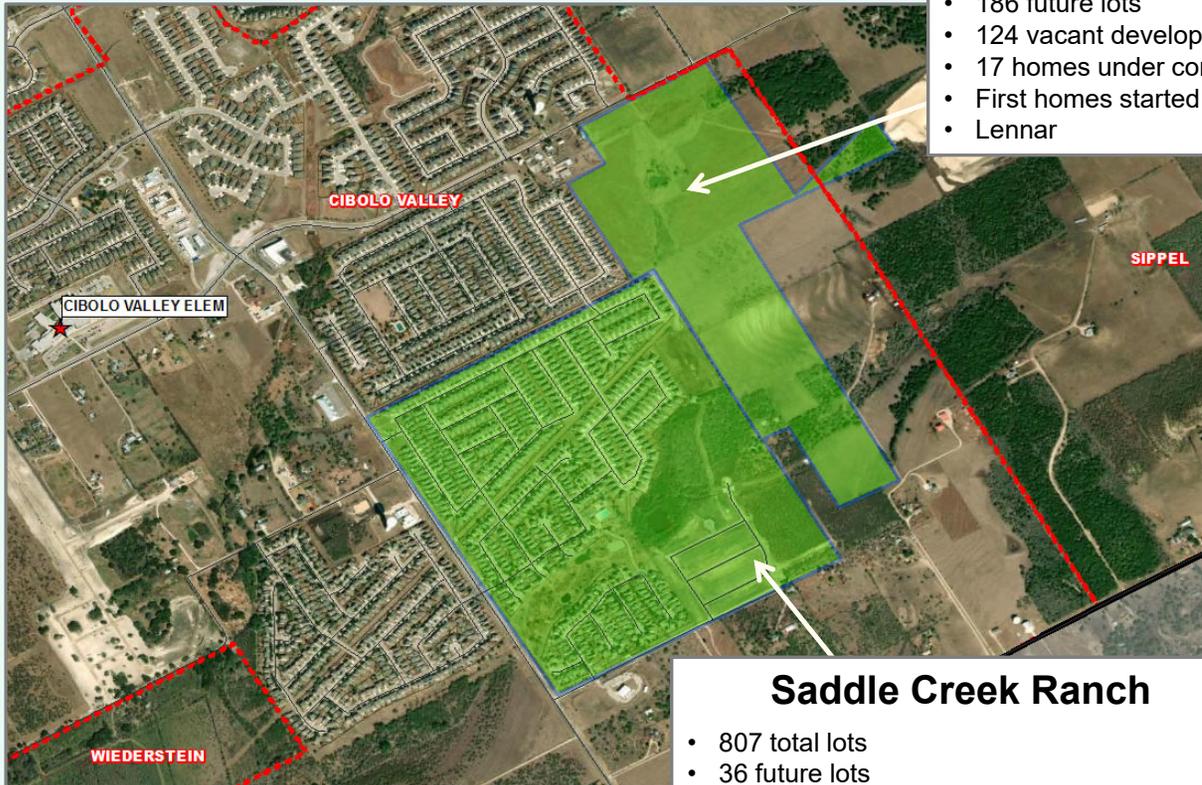


# Residential Activity

## Grace Valley – Cibolo Farms

- 331 total lots
- 186 future lots
- 124 vacant developed lots
- 17 homes under construction
- First homes started 4Q24
- Lennar

January 24, 2025



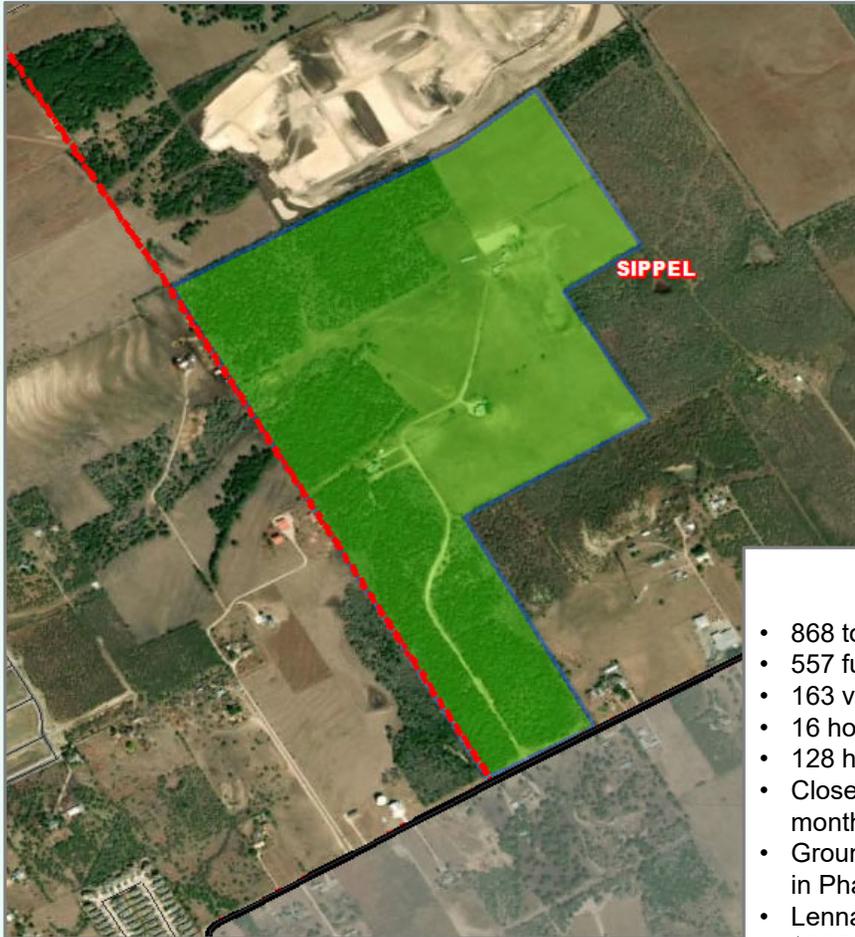
## Saddle Creek Ranch

- 807 total lots
- 36 future lots
- 61 vacant developed lots
- 7 homes under construction
- 690 homes occupied
- Closed 61 homes in last 12 months; closed 16 homes in 2Q24
- Groundwork underway on remaining lots
- \$290K+





# Residential Activity



January 24, 2025



## Grace Valley

- 868 total lots
- 557 future lots
- 163 vacant developed lots
- 16 homes under construction
- 128 homes occupied
- Closed 123 homes in last 12 months; closed 32 homes in 4Q24
- Groundwork underway on 111 lots in Phase 3A
- Lennar
- \$237K+



# Residential Activity



- ### Venado Crossing
- 507 total lots
  - 311 future lots
  - 15 vacant developed lots
  - 8 homes under construction
  - 165 homes occupied
  - Closed 48 homes in last 12 months; closed 20 homes in 4Q24
  - Groundwork underway on 61 lots in Phase 4
  - \$350K+

- ### Steele Creek
- 940 total lots
  - 335 future lots
  - 118 vacant developed lots
  - 1 home under construction
  - 474 homes occupied
  - Closed 98 homes in last 12 months; closed 25 homes in 4Q24
  - Delivered 111 lots for homebuilding in 4Q24
  - DR Horton
  - \$365K+



# Residential Activity



January 24, 2025



## Saddlebrook Ranch

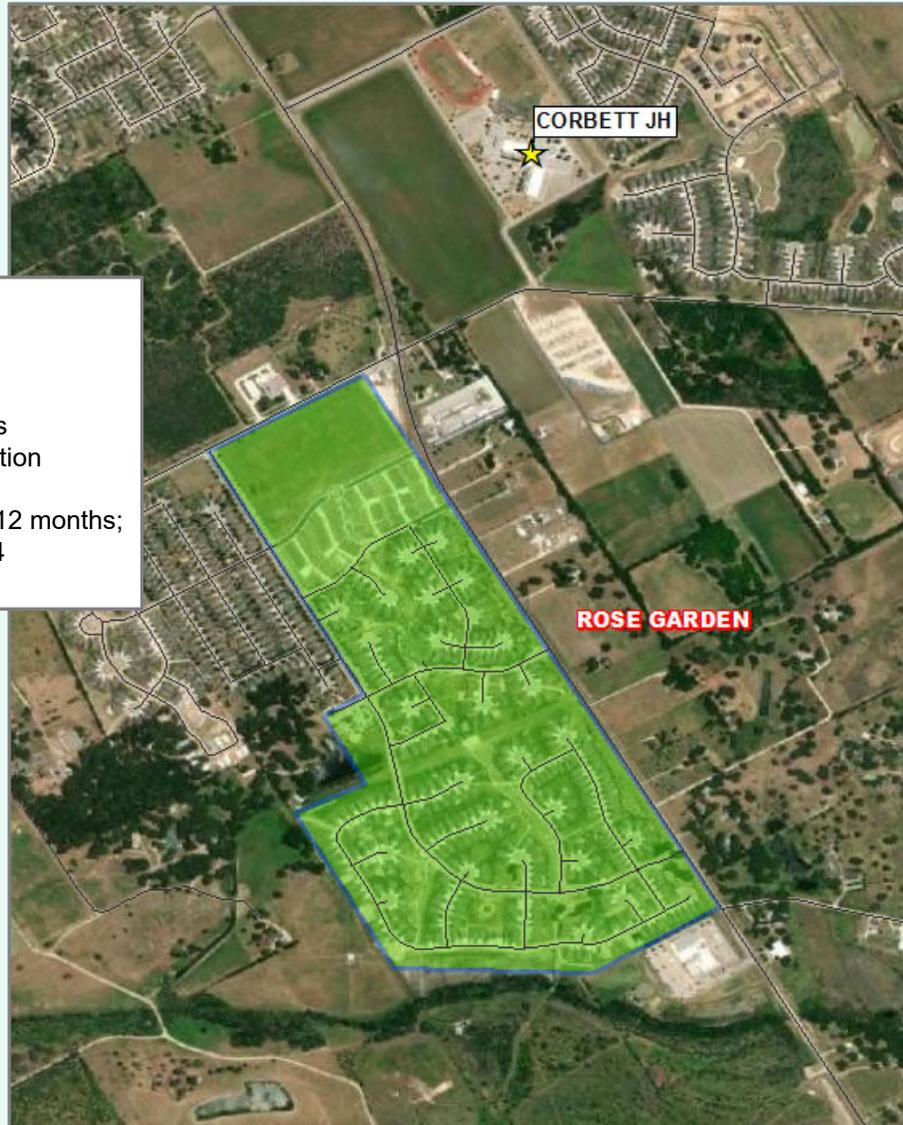
- 635 total lots
- 335 future lots
- 287 vacant developed lots
- 12 homes under construction
- Started first homes 3Q24
- Delivered 132 lots for homebuilding in Phase 4 & 5 in 4Q24
- Ashton Woods
- \$362K+



## Residential Activity

**Crossvine**

- 1,017 total lots
- 168 future lots
- 291 vacant developed lots
- 19 homes under construction
- 516 homes occupied
- Started 56 homes in last 12 months; started 15 homes in 4Q24
- \$400K+



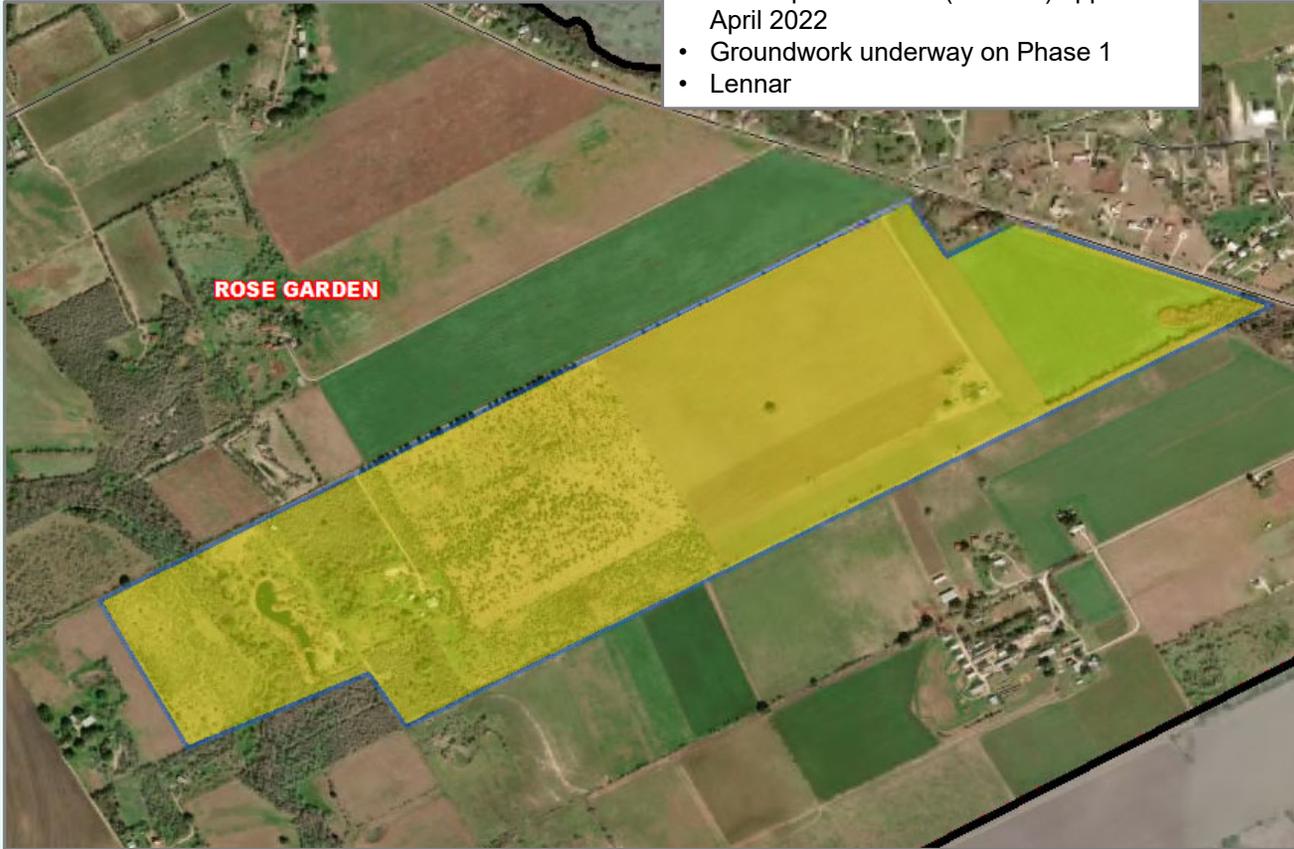


## Residential Activity

### Clearwater Creek

- 1,156 total future lots
- Prelim plat Phase 1 (104 lots) approved April 2022
- Groundwork underway on Phase 1
- Lennar

**ROSE GARDEN**



*January 24, 2025*

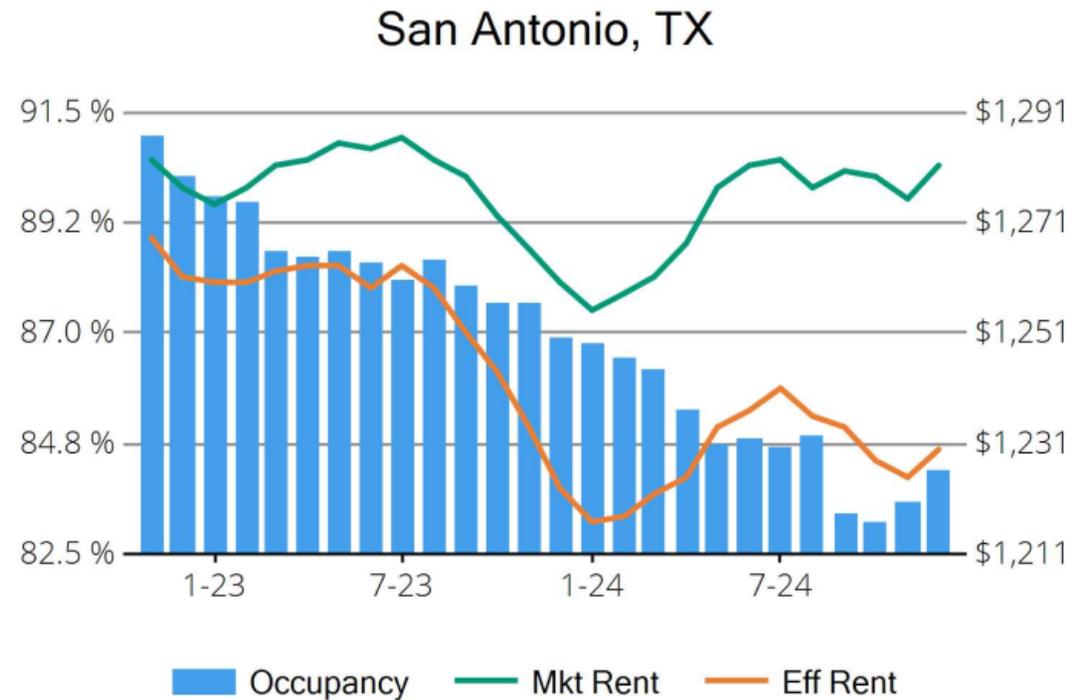




# Housing Market Trends: Multi-family market- December 2024

## Stabilized and Lease-up Properties

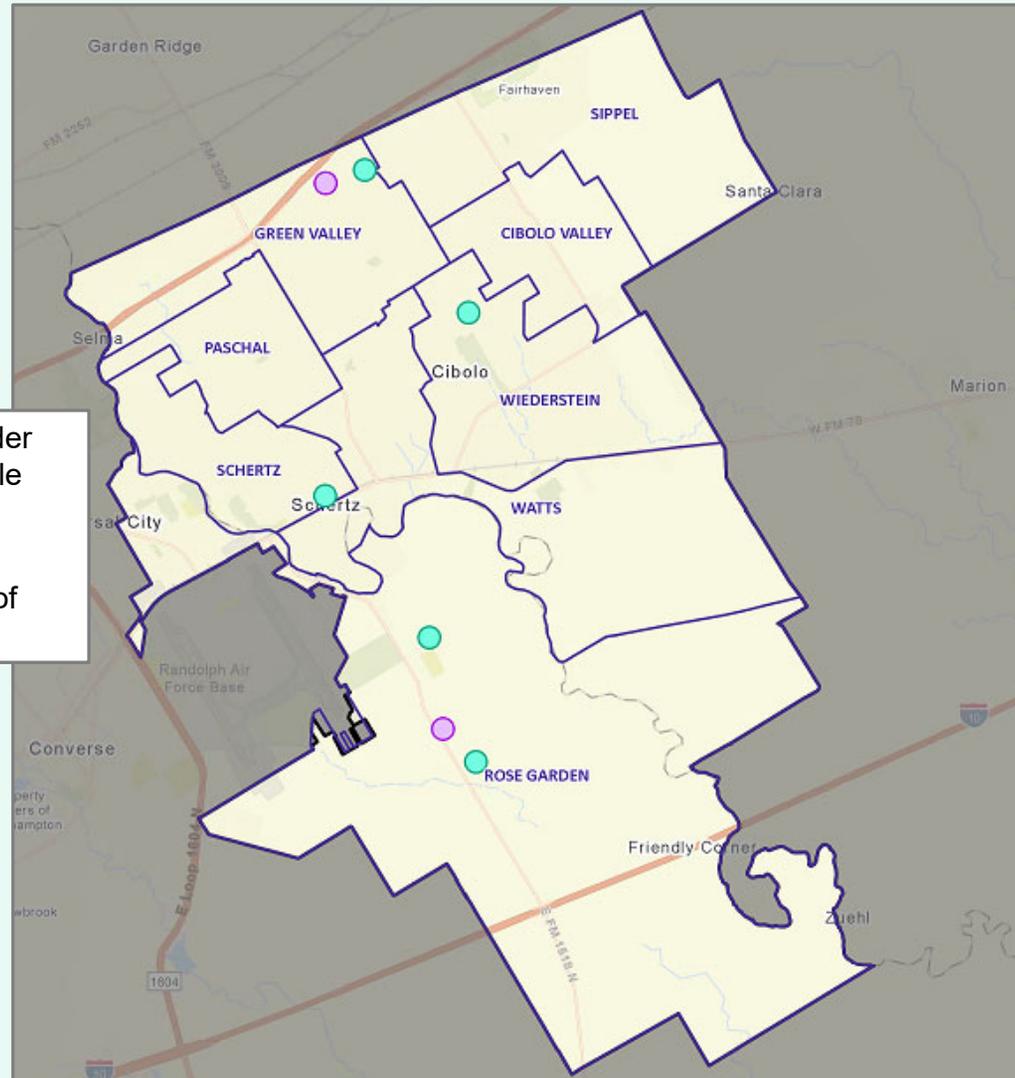
Conventional Properties	Dec 2024	Annual Change
Occupancy	84.2	-3.2%
Unit Change	12,642	
Units Absorbed (Annual)	4,991	
Average Size (SF)	865	+0.8%
Asking Rent	\$1,281	+1.8%
Asking Rent per SF	\$1.48	+0.9%
Effective Rent	\$1,230	+0.5%
Effective Rent per SF	\$1.42	-0.3%
% Offering Concessions	47%	+17.6%
Avg. Concession Package	7.6%	+20.2%





## District Multifamily Overview

- There are 618 multifamily units under construction, 318 of which are single family rental homes
- There are nearly 1,300 future multifamily units in various stages of planning across the district



### Multi-Family Developments

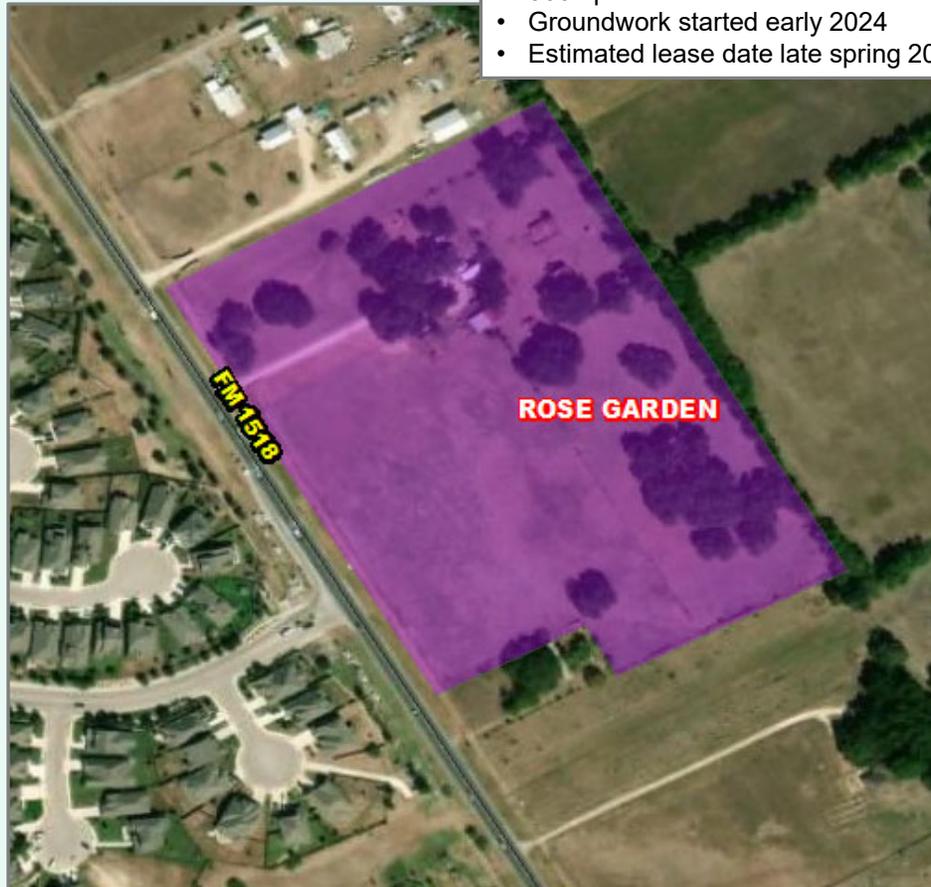
- FUTURE
- UNDER CONSTRUCTION



## Multi-Family Activity

### Aviator 1518

- 300 apartment units under construction
- Groundwork started early 2024
- Estimated lease date late spring 2025



*January 24, 2025*





## Multi-Family Activity

### Schertz Station

- 318 single-family rental homes under construction
- Groundwork started July 2024
- Estimated lease date August 2025

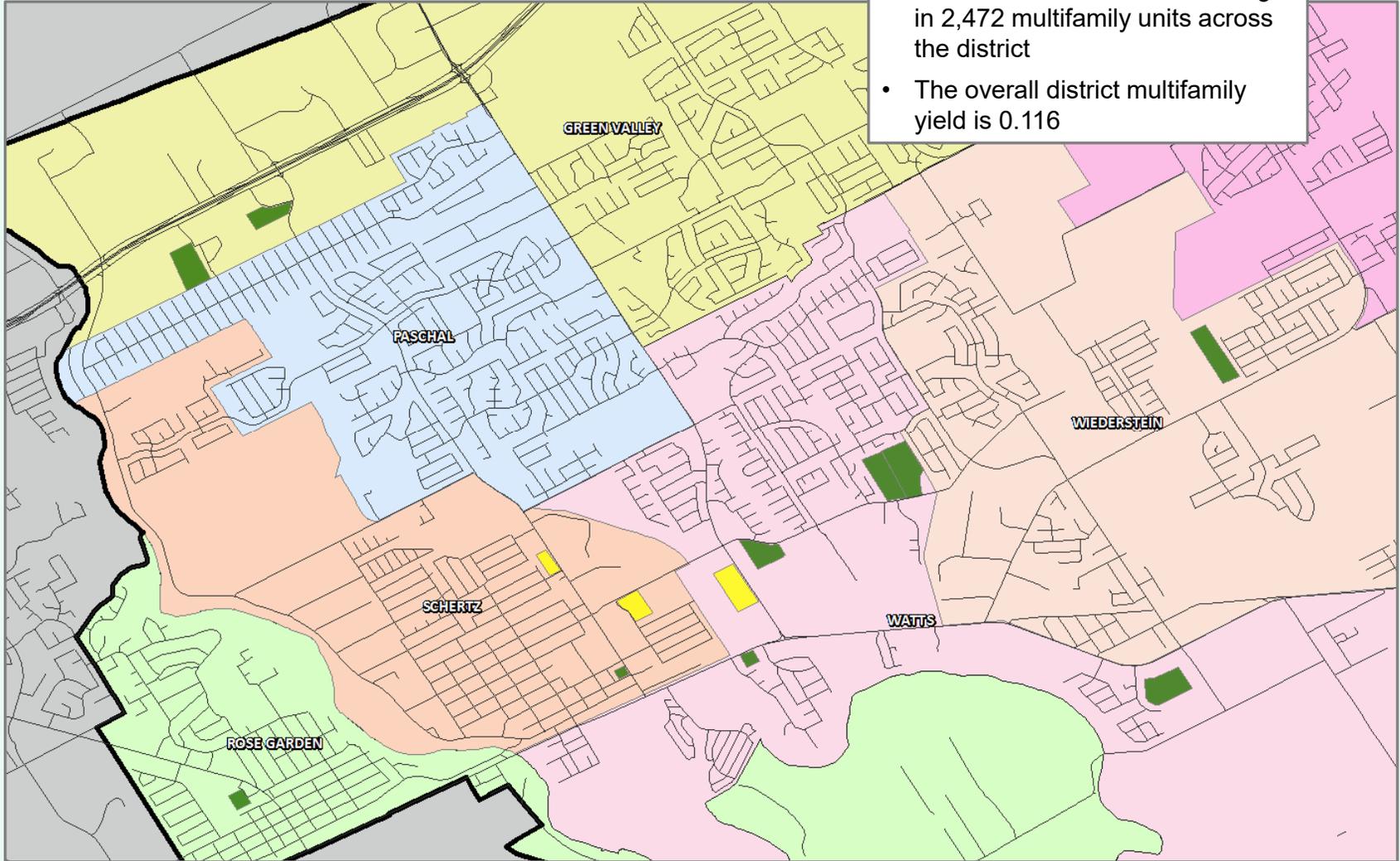
*January 24, 2025*





# District Multifamily Yield

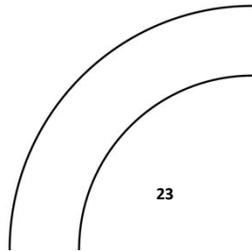
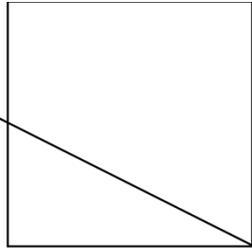
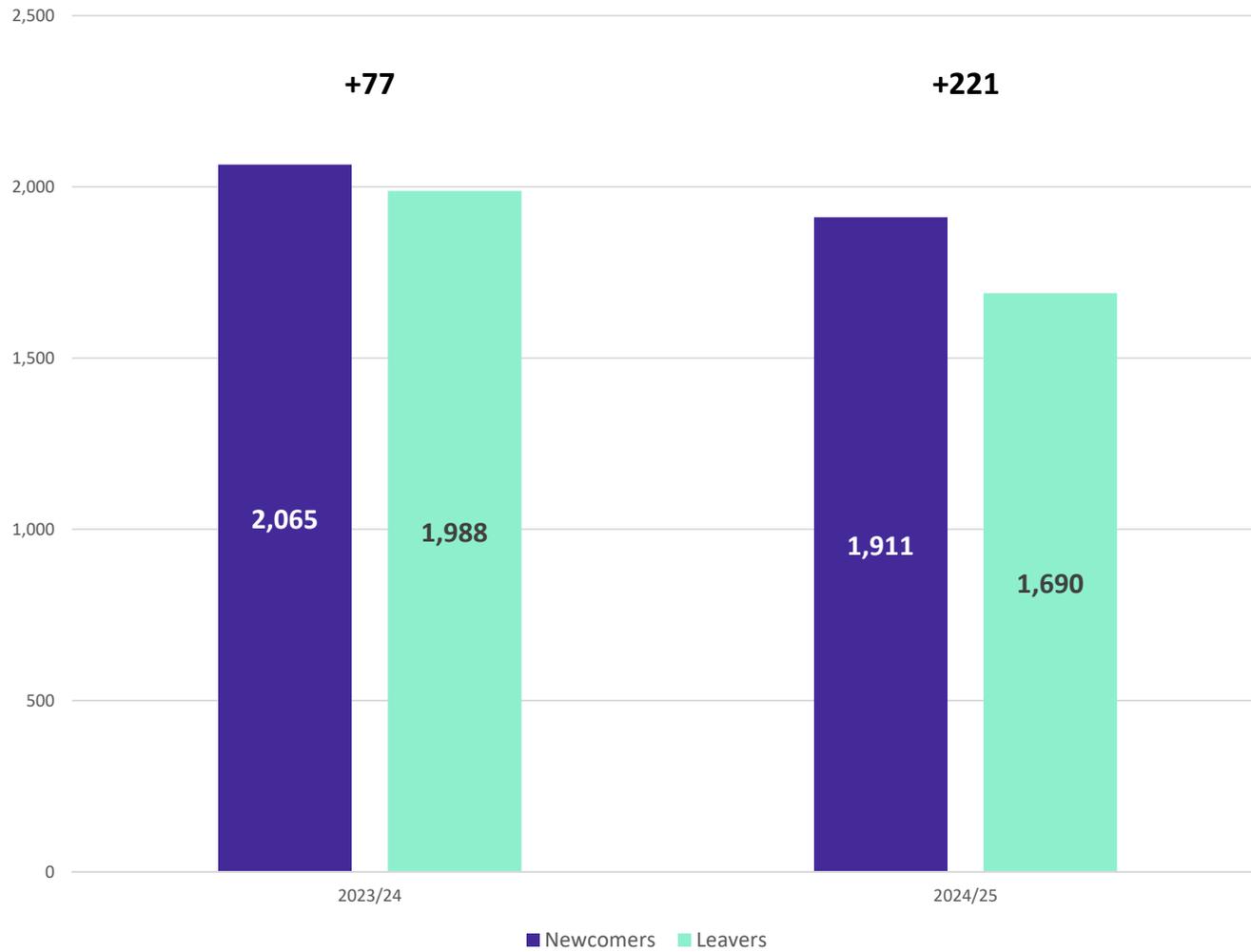
- There are 287 students residing in 2,472 multifamily units across the district
- The overall district multifamily yield is 0.116



**Multifamily Yield**  
■ < 0.25  
■ 0.25 - 0.50  
■ 0.50 - 0.75  
■ > 0.75



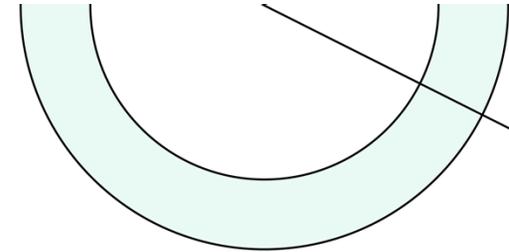
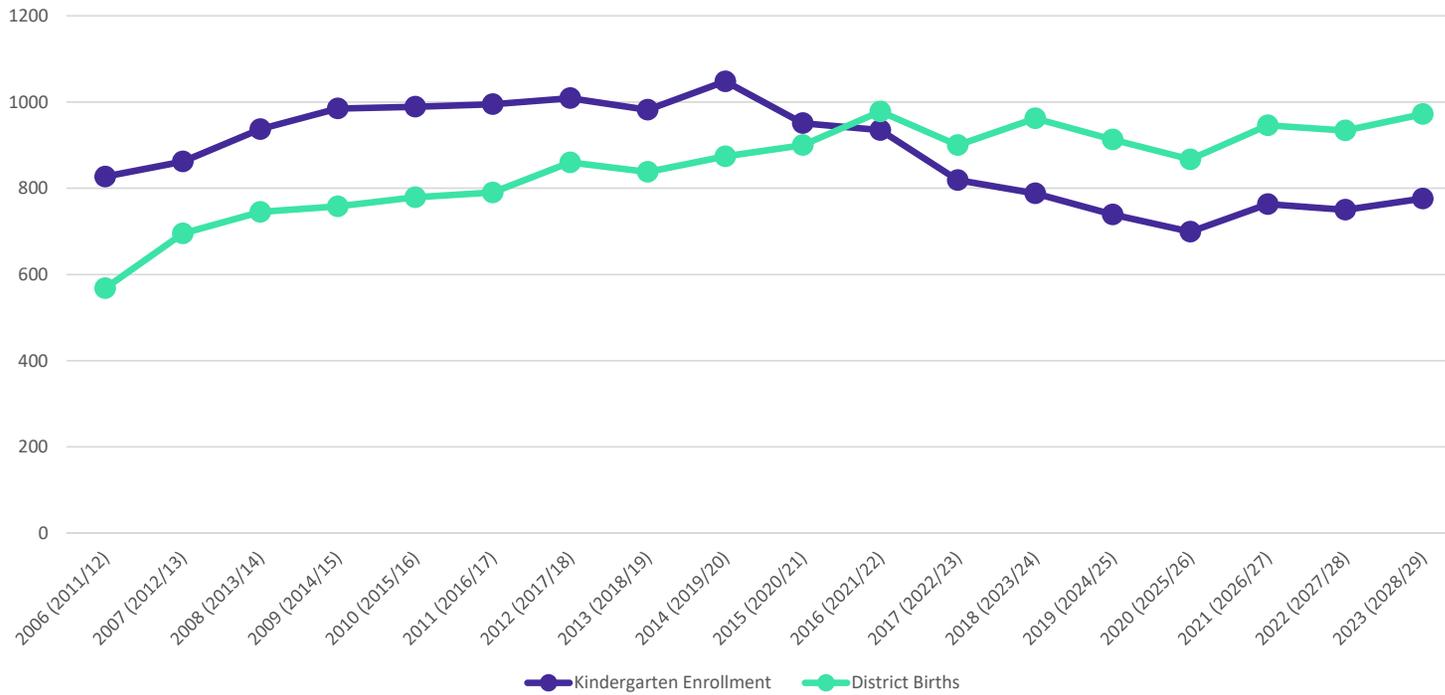
# Newcomers and Leavers





# Birth Rate Analysis

Schertz-Cibolo-U City ISD KG Enrollment vs. District Births



	Kindergarten Enrollment	District Births	Ratio
2006 (2011/12)	827	568	1.456
2007 (2012/13)	862	695	1.240
2008 (2013/14)	937	745	1.258
2009 (2014/15)	985	758	1.299
2010 (2015/16)	989	779	1.270
2011 (2016/17)	995	790	1.259
2012 (2017/18)	1,009	860	1.173
2013 (2018/19)	982	838	1.172
2014 (2019/20)	1,048	874	1.199
2015 (2020/21)	951	900	1.057
2016 (2021/22)	935	978	0.956
2017 (2022/23)	819	900	0.910
2018 (2023/24)	788	962	0.819
2019 (2024/25)	739	913	0.809
2020 (2025/26)	699	867	0.806
2021 (2026/27)	763	946	0.807
2022 (2027/28)	750	934	0.803
2023 (2028/29)	776	972	0.798



# Ten Year Forecast by Grade Level

Year (Oct.)	EE/PK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total	Total Growth	% Growth
2020/21	325	951	1,019	1,040	1,077	1,135	1,143	1,232	1,248	1,219	1,293	1,394	1,305	1,292	15,673		
2021/22	455	935	997	1,019	1,074	1,116	1,124	1,221	1,287	1,318	1,428	1,347	1,305	1,264	15,890	217	1.4%
2022/23	436	819	962	998	1,077	1,114	1,067	1,133	1,230	1,306	1,478	1,371	1,247	1,283	15,521	-369	-2.3%
2023/24	430	788	838	967	997	1,090	1,079	1,097	1,178	1,264	1,435	1,459	1,238	1,286	15,146	-375	-2.4%
2024/25	444	737	814	895	989	1,018	1,121	1,116	1,112	1,232	1,469	1,403	1,394	1,202	14,946	-200	-1.3%
2025/26	452	715	766	853	925	1,022	1,057	1,171	1,147	1,150	1,415	1,438	1,354	1,374	14,839	-107	-0.7%
2026/27	458	780	747	805	886	972	1,051	1,094	1,207	1,189	1,315	1,388	1,374	1,352	14,618	-221	-1.5%
2027/28	461	768	815	789	838	922	998	1,091	1,120	1,253	1,370	1,286	1,335	1,363	14,409	-209	-1.4%
2028/29	463	797	806	858	825	877	953	1,038	1,119	1,160	1,436	1,342	1,237	1,326	14,237	-172	-1.2%
2029/30	463	811	826	836	888	851	903	988	1,057	1,161	1,331	1,406	1,287	1,232	14,040	-197	-1.4%
2030/31	463	833	840	860	865	918	878	938	1,015	1,098	1,335	1,303	1,352	1,279	13,977	-63	-0.4%
2031/32	463	850	867	874	894	900	948	913	961	1,052	1,264	1,307	1,252	1,343	13,888	-89	-0.6%
2032/33	463	862	877	899	906	926	929	985	935	997	1,207	1,237	1,254	1,246	13,723	-165	-1.2%
2033/34	463	885	890	910	931	939	957	966	1,009	970	1,146	1,184	1,185	1,247	13,682	-41	-0.3%
2034/35	463	902	917	924	943	965	971	995	991	1,047	1,115	1,124	1,140	1,180	13,677	-5	0.0%

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



# Ten Year Forecast by Campus

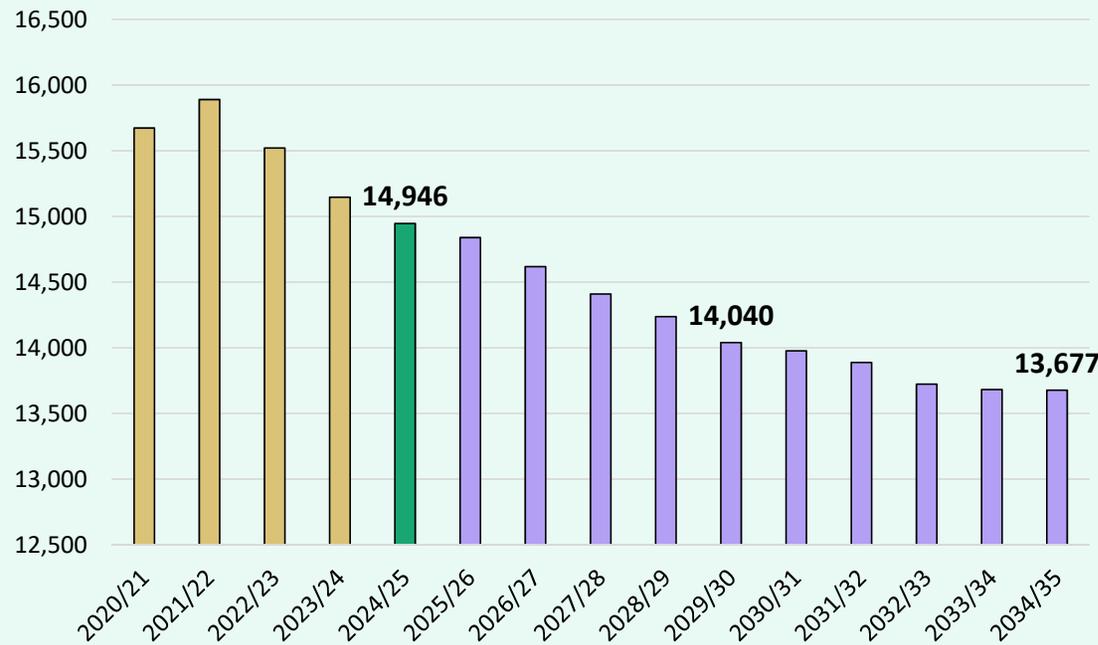
Campus	Functional Capacity	Max Capacity	Fall	ENROLLMENT PROJECTIONS									
			2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35
CIBOLO VALLEY EL	1,038	1,200	591	535	523	519	510	512	521	526	534	544	554
GREEN VALLEY EL	732	899	503	481	463	469	462	453	451	450	450	448	449
NORMA PASCHAL EL	704	871	574	556	545	521	531	524	528	527	530	531	531
ROSE GARDEN EL	1,031	1,200	861	838	814	813	814	830	856	876	906	936	969
SCHERTZ EL	683	1,017	663	635	618	571	561	561	564	556	553	550	545
SIPPEL EL	704	997	641	625	628	645	647	665	689	707	731	757	783
WATTS EL	739	906	500	486	473	457	473	480	494	505	519	530	546
WIEDERSTEIN EL	704	997	564	577	584	598	628	650	676	701	710	722	737
<b>ELEMENTARY TOTALS</b>			4,897	4,733	4,648	4,593	4,626	4,675	4,779	4,848	4,933	5,018	5,114
Elementary Percent Change			-4.17%	-3.35%	-1.80%	-1.18%	0.72%	1.06%	2.22%	1.44%	1.75%	1.72%	1.91%
Elementary Absolute Change			-213	-164	-85	-55	33	49	104	69	85	85	96
JORDAN INT	888	1,126	811	781	754	752	711	675	665	694	728	737	755
SCHLATHER INT	832	1,116	724	740	683	615	607	607	556	569	583	585	599
WILDER INT	855	1,188	702	707	708	722	673	609	595	598	603	601	612
<b>INTERMEDIATE TOTALS</b>			2,237	2,228	2,145	2,089	1,991	1,891	1,816	1,861	1,914	1,923	1,966
Intermediate Percent Change			2.80%	-0.40%	-3.73%	-2.61%	-4.69%	-5.02%	-3.97%	2.48%	2.85%	0.47%	2.24%
Intermediate Absolute Change			61	-9	-83	-56	-98	-100	-75	45	53	9	43
DOBIE JH	1,285	1,540	1,231	1,184	1,262	1,256	1,180	1,108	1,073	1,052	992	1,023	1,058
CORBETT JH	1,285	1,500	1,113	1,113	1,134	1,117	1,099	1,110	1,040	961	940	956	980
<b>JUNIOR HIGH SCHOOL TOTALS</b>			2,344	2,297	2,396	2,373	2,279	2,218	2,113	2,013	1,932	1,979	2,038
Junior High School Percent Change			-4.01%	-2.01%	4.31%	-0.96%	-3.96%	-2.68%	-4.73%	-4.73%	-4.02%	2.43%	2.98%
Junior High School Absolute Change			-98	-47	99	-23	-94	-61	-105	-100	-81	47	59
CLEMENS HS	2,733	3,300	2,589	2,618	2,531	2,523	2,523	2,491	2,503	2,492	2,388	2,309	2,206
STEELE HS	2,733	3,200	2,790	2,871	2,806	2,739	2,726	2,673	2,674	2,582	2,464	2,361	2,261
ALSELC			89	92	92	92	92	92	92	92	92	92	92
<b>HIGH SCHOOL TOTALS</b>			5,468	5,581	5,429	5,354	5,341	5,256	5,269	5,166	4,944	4,762	4,559
High School Percent Change			0.92%	2.07%	-2.72%	-1.38%	-0.24%	-1.59%	0.25%	-1.95%	-4.30%	-3.68%	-4.26%
High School Absolute Change			50	113	-152	-75	-13	-85	13	-103	-222	-182	-203
<b>DISTRICT TOTALS</b>			14,946	14,839	14,618	14,409	14,237	14,040	13,977	13,888	13,723	13,682	13,677
District Percent Change			-1.32%	-0.72%	-1.49%	-1.43%	-1.19%	-1.38%	-0.45%	-0.64%	-1.19%	-0.30%	-0.04%
District Absolute Change			-200	-107	-221	-209	-172	-197	-63	-89	-165	-41	-5

Yellow box = exceeds Functional capacity  
Pink box = exceeds Max capacity



## Key Takeaways

Enrollment Projections



- Annual closings near 900 in 2024
- Housing market remains cloudy with continued high interest rates and looming tariffs
- The district has more than 390 homes currently in inventory and more than 2,100 vacant developed lots available for builders
- Groundwork is underway on approx. 500 lots within 6 subdivisions
- Schertz-Cibolo-Universal City ISD is forecasted to enroll more than 14,000 students by 2029/30

# Ord. 25-S-036

Saddlebrook Ranch II PDD

Samuel Haas | Senior Planner



- Approx 36.2 ac
- Zoning: PDD
- Currently: Undeveloped / Drainage

**SCHIERTZ**  
COMMUNITY • SERVICE • OPPORTUNITY

PARCEL IDs:  
310011, 1436811, 1437570, &  
1394925

Highways	Freeway	Residential Collector	1'	8'	20'	Schertz Gravity	Hydrant	Schertz LRT Station	County Boundaries
Major Roads	Principal Arterial	Planned Residential Collector	2'	10'	24'	Schertz Pressure	Manholes	CDMA Treatment Plant	Schertz Municipal Boundary
Minor Roads	Planned Principal Arterial	Planned Commercial Collector B	3'	12'	30'	Neighboring Gravity	CDMA LRT Station	Schertz Treatment Plant	ETJ
	Secondary Arterial	Planned Commercial Collector A	4'	16'	36'	Private Pressure	Private LRT Station		
	Secondary Rural Arterial	200' Buffer	6'	18'	Unknown				
	Planned Secondary Rural Arterial								

0 250 500 1,000 1,500 Feet

# Background

- The original Planned Development District (PDD) zoning request was approved as Ordinance 21-S-06 on March 21, 2021.
- 229 acres
- Mixed lot sizes, housing types, and uses
- 3.3 acre site designated for commercial uses along the frontage of Lower Seguin Road
- Saddlebrook Ranch II PDD will adhere to the requirements of the original PDD (Ord. 21-S-06) with some minor changes.

# Background

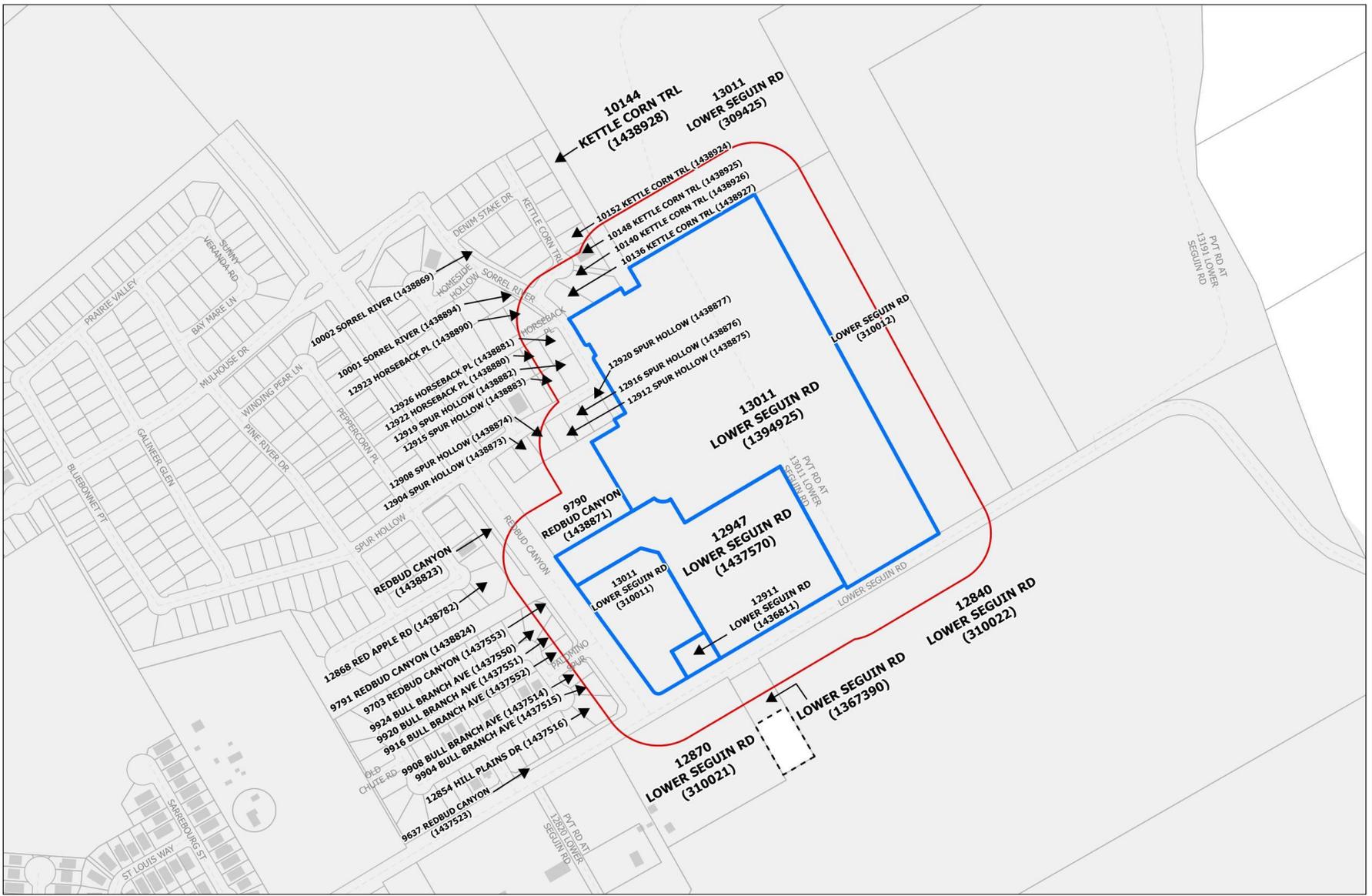
- Ord. 21-S-06
- Original Concept Plan



# Background

- The Saddlebrook Ranch II PDD will consist of a base zoning district of Single-Family Residential (R-2)
- “SF 70”
  - 70 x 118 Lots
  - 86 Lots
    - 20 + than original PDD
- Removes commercial
- Rearranges drainage



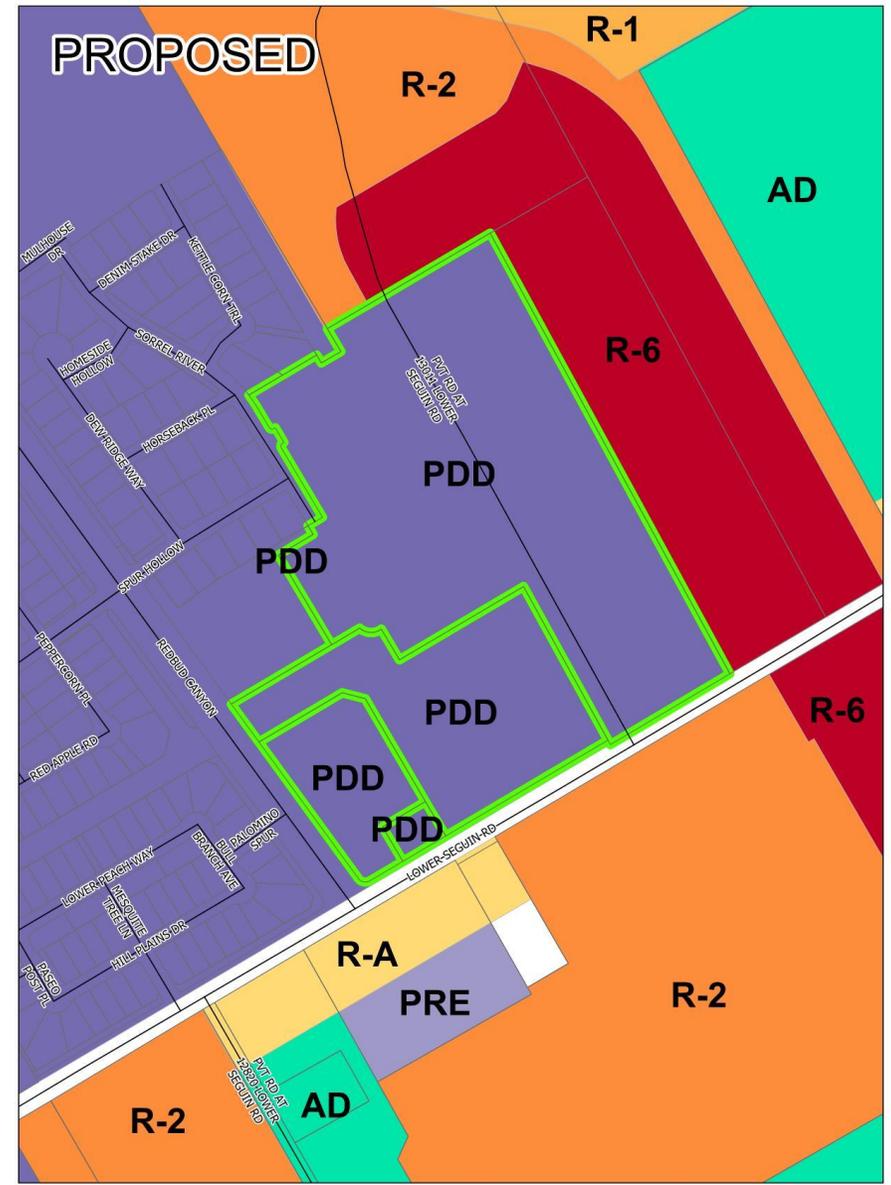
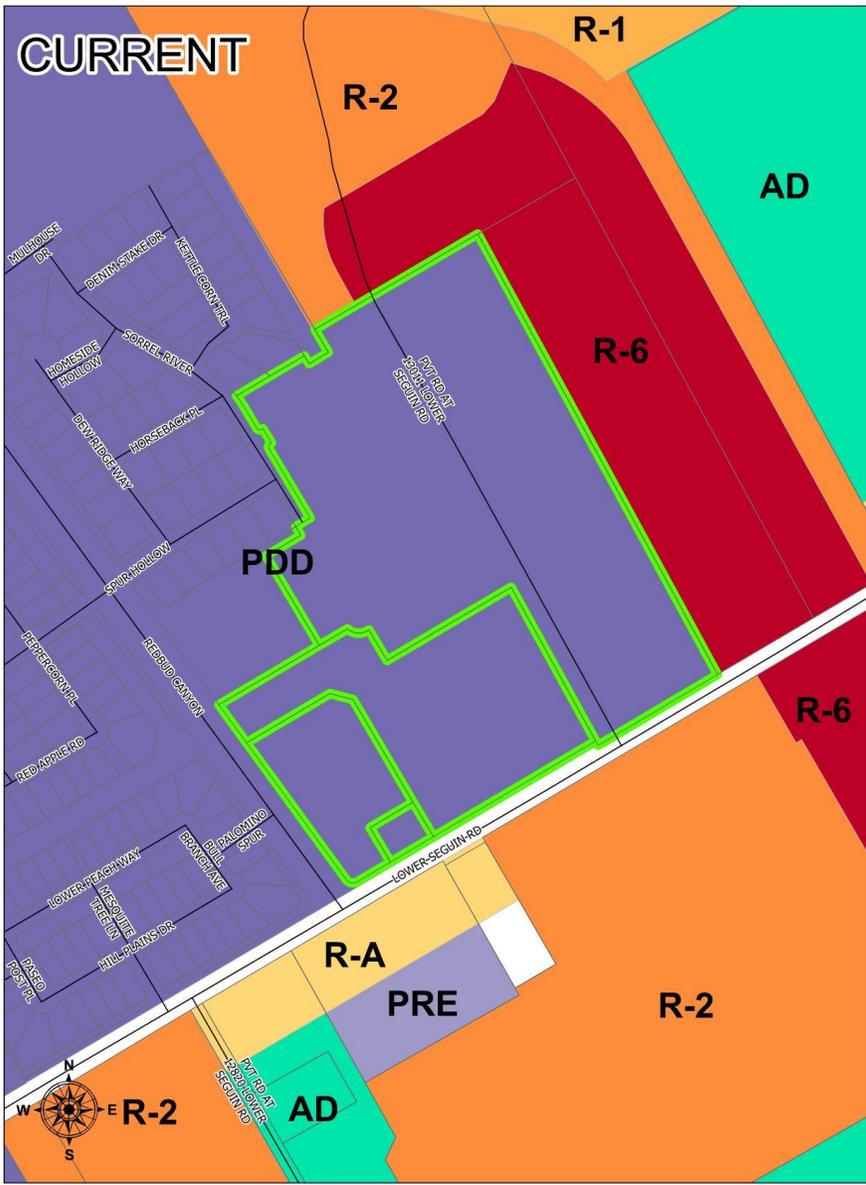


July 25, 2025, a total of 5 Public Hearing Notices were sent out.

Responses Received:

- 0- Opposition,
- 0-In Favor
- 0-Neutral

1 sign was posted on the property.



- Existing Zoning: Planned Development District (PDD)
- Proposed Zoning: Planned Development District (PDD)

**SCHIERTZ**  
COMMUNITY • SERVICE • OPPORTUNITY

Last update: July 10th, 2025  
City of Schertz, GIS Specialist: Alesia Venesia, avenesia@schertz.com (210) 619-1174

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**PROPOSED ZONE CHANGE**  
**BEXAR COUNTY**  
**PARCEL IDs:**  
**310011, 1436811, 1437570, &**  
**1394925**

**Classification**

(PDD) Pro-Development	(R-5) Middle Density District	(GB-2) General Business II
(PDS) Planned Development	(R-6) Single-Family Residential	(NS) Neighborhood Services
(PUB) Public Use	(R-7) Single-Family Residential	(OP) Office and Professional
(AD) Agricultural District	(R-8) Single-Family Residential (Zero Lot Line)	(MSHU) Main Street Mixed Use
(GH) Garden Home/Single-Family Residential (Zero Lot Line)	(TH) Townhome	(MSHU-ND) Main Street Mixed Use New Development
(MHS) Manufactured Home Subdivision	(MHP) Manufactured Home Parks	(M-1) Manufacturing (Light)
(M-2) Manufacturing (Heavy)	(GB) General Business	(DVL) Development Agreement (Delayed Annexation)

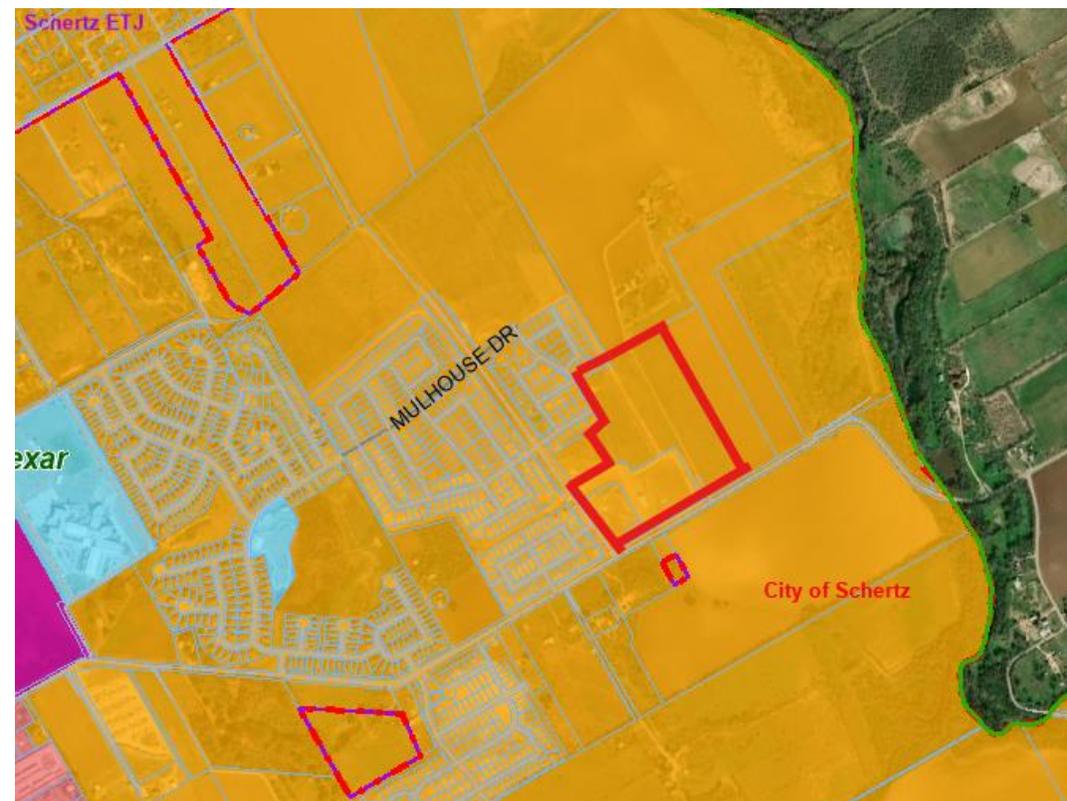
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**SCHIERTZ**  
COMMUNITY. SERVICE. OPPORTUNITY.

# UDC SECTION 21.5.10.F Criteria for Approval

## 1. Whether the proposed PDD implements the policies of the adopted Comprehensive Land Plan.

- The Comprehensive Plan designates this area as Complete Neighborhood
- Intended for a mix of residential housing types with complimentary neighborhood commercial services to create a complete neighborhood.
- Request removes commercial portions
- Designation allows for a variety of commercial uses, and the requested SUP is consistent with Comprehensive Plan



 Regional Corridor

 Mixed Use Center

 Rural Living

 Complete Neighborhood

 Local Corridor

 Development Deferment

 Industrial

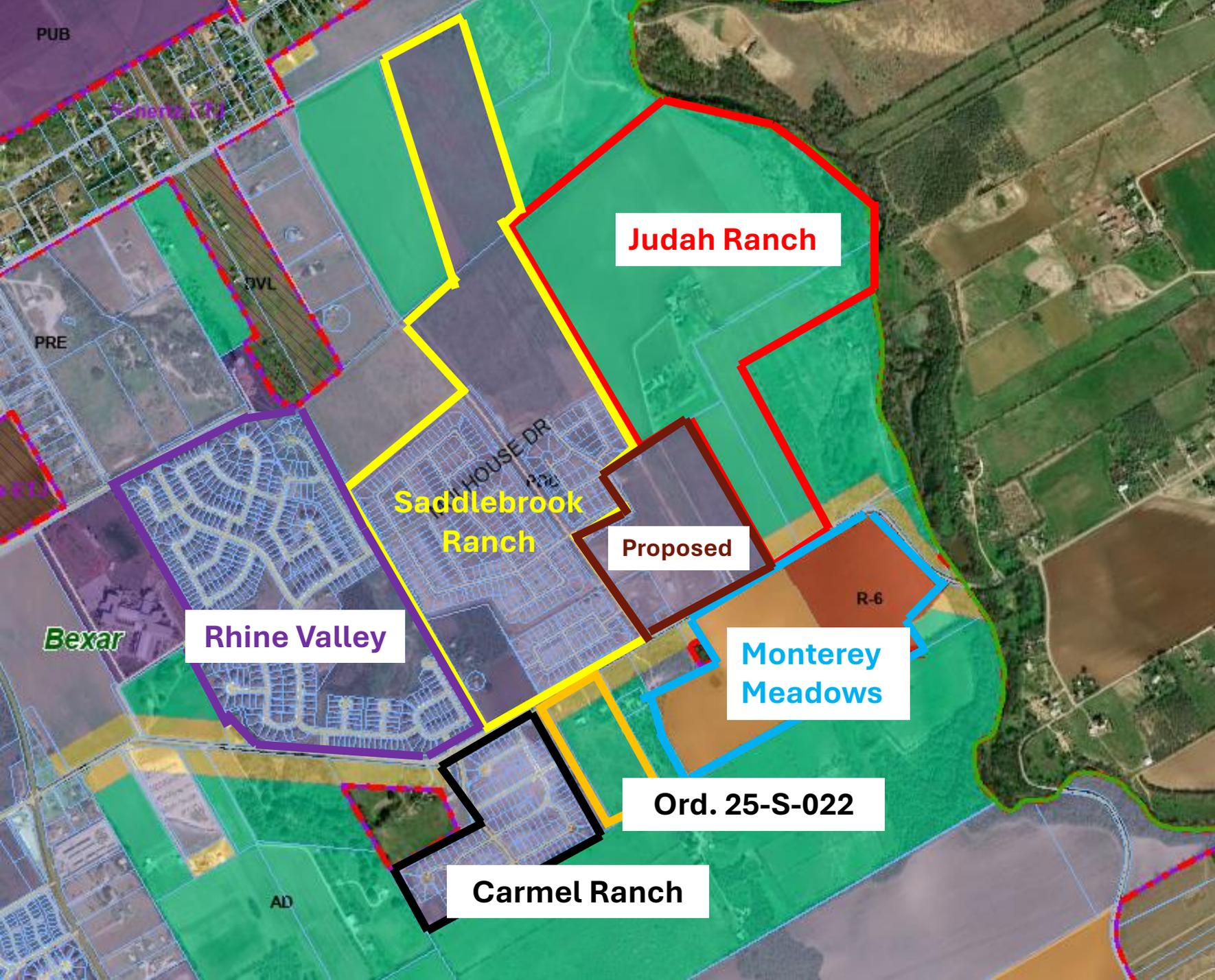
 Public Use

# UDC SECTION 21.5.10.F Criteria for Approval

**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.**

The City should encourage development compatible with surrounding uses. There are several single-family subdivisions either in development or constructed along the Lower Seguin Road corridor:

- Rhine Valley - 447 lots
- Carmel Ranch - 131 lots
- Saddlebrook Ranch (Ord. 21-S-06) - 633 lots
- Monterey Meadows - Ord. 24-S-148 - Approx. 174 lots
- Judah Ranch - Ord. 25-S-029 - 173 acre tract with R-1, R-2, and R-6 zoning districts.



- Rhine Valley - 447 lots
- Carmel Ranch - 131 lots
- Saddlebrook Ranch - 633 lots
- Monterey Meadows - Ord. 24-S-148 - Approx. 174 lots
- Ord. 25-S-022 – R-2 (20 acres)
- Judah Ranch - 173 acres (R-1, R-2, R-6)

# UDC SECTION 21.5.10.F Criteria for Approval

## 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 (cont.)

- South Schertz residents, City Council, and the Planning and Zoning Commission, have all expressly desired to see commercial services in this area.
- The loss of the commercial portion works against expressly stated goals and policy decisions
- Not an orderly, efficient, or healthful development for South Schertz.

# UDC SECTION 21.5.10.F Criteria for Approval

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

- The immediate area being undeveloped land, rural residences, and several single-family subdivisions currently in development.

Examples of Permitted Uses (UDC 21.5.8)	
Permitted by Right	Specific Use Permit
Accessory Building, Residential Family or Group Home Gated Community Golf Course and/or Country Club Municipal Uses Operated by the City of Schertz One-Family Dwelling Detached Park/Playground/Similar Public Site School, Public or Private	Bed and Breakfast Inn Church, Temple, Synagogue, Mosque, or Other Place of Worship In-Home Day Care New and Unlisted Uses

- Uses consistent.
- However, having commercial uses at the corner of two major thoroughfares identified in our Master Thoroughfare Plan, is more appropriate.

# UDC SECTION 21.5.10.F 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.

- SCUCISD has been notified of the zone change request and the Saddlebrook Ranch project has been under development for several years.
- This project has already made improvements to water and wastewater infrastructure
- Road Improvements
  - Improvements to Lower Seguin Road
  - Constructed a portion of the FM 3009
    - Identified as Redbud Canyon

# UDC SECTION 21.5.10.F Criteria for Approval

5. The extent to which the proposed PDD will result in a superior development than could be achieved through conventional zoning.

- This request is not superior to conventional zoning.
  - Reduces R-2 from 70' x 120' to 70 x 118'
- City Council Memorandum from the March 5, 2021
  - Including commercial portion was considered superior
  - Staff recommended approval because of "limited commercial development at the intersection of two arterial roadways on our Master Thoroughfare Plan in order to support the surrounding neighborhood"

# UDC SECTION 21.5.10.F Criteria for Approval

**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).**

This does not affect the recommendation of the Planning and Zoning Commission nor does this affect City Council's decision.

**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.**

- All UDC requirements have been met for the proposed zone change. City of Schertz Fire, EMS, and Police Departments have been notified of the zone change and have provided no objections to the request.
- SCUCISD has also been notified of the zone change request.
- The scheduled public hearing provides the opportunity to introduce additional considerations.

# Recommendation

## Staff Recommendation

- The request does not implement the policies of the Comprehensive Plan, does not promote orderly and efficient development, and removes the unique and superior element of the original PDD request.
- Therefore, Staff is recommending denial of Ord. 25-S-036
- The Schertz Planning and Zoning Commission held a public hearing on August 6, 2025, and recommended denial with a 5-1 vote.

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** September 02, 2025  
**Department:** Planning & Community Development  
**Subject:** Ordinance 25-S-037– Conduct a public hearing and consider request for a Specific Use Permit to allow a convenience store with gas pumps on approximately 4.2 acres of land, located at the intersection of North Graytown Road & IH 10, known as 11185 IH 10 E, Bexar County Property Identification Number 619232, City of Schertz, Bexar County, Texas (B.James/L.Wood/S.Haas)

**BACKGROUND**

The applicant is requesting a Specific Use Permit to allow a convenience store with covered gas pumps on approximately 4.2 acres of land. This Specific Use Permit was approved on June 20, 2023, as Ordinance 23-S-12. A condition of that approval was "a building permit is approved within two years of the adoption of the SUP Ordinance."

To date, a building permit has not been approved for the property and the SUP expired on June 20, 2025. The applicant has requested another SUP for the same proposed use: Convenience Store with Gas Pumps.

The subject property is currently vacant and undeveloped. Per the letter of intent and the conceptual site plan, the applicant is proposing a 6,500 square foot convenience store with a fuel canopy for both passenger cars and diesel trucks. The property is currently zoned General Business District (GB), for which the proposed use requires a Specific Use Permit.

On July 25, 2025, four (4) public hearing notices were mailed to the surrounding properties within a 200-foot notification boundary of the subject property. At the time of the staff report, one (1) response in favor, zero (0) responses neutral, and zero (0) responses in opposition were received. A public hearing notice will be published in the "San Antonio Express" prior to the City Council meeting. Additionally, one (1) sign was placed on the subject property.

The City of Schertz Planning and Zoning Commission held a public hearing on August 6, 2025 and made a recommendation of approval with a 6-0 vote.

**Subject Property:**

	<b>Zoning</b>	<b>Land Use</b>
<b>Existing</b>	General Business District (GB)	Vacant / Undeveloped
<b>Proposed</b>	General Business District (GB)	Convenience Store with Gas Pumps

**Adjacent Properties:**

	<b>Zoning</b>	<b>Land Use</b>

<b>North</b>	General Business District (GB)	Vacant / Empty Structure
<b>South</b>	Right of Way (ROW)	IH 10
<b>East</b>	General Business District (GB)	Vacant / Undeveloped
<b>West</b>	Right of Way (ROW)	North Graytown Road

**GOAL**

The applicant is requesting a Specific Use Permit to allow a convenience store with covered gas pumps on approximately 4.2 acres of land, located at 11185 IH 10 E.

**COMMUNITY BENEFIT**

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

**SUMMARY OF RECOMMENDED ACTION**

When evaluating specific use permit requests, staff considers the criteria listed in UDC Section 21.5.11.D. The criteria are listed below.

**1. The proposed use at the specified location is consistent with the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans.**

The Comprehensive Plan designates this area as Regional Corridor, which is intended to accommodate multifamily developments, regional destinations (like "big box" stores) and other complimentary commercial uses. The designation allows for a variety of commercial uses, and the requested SUP is consistent with Comprehensive Plan.

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

The subject property is currently zoned General Business District (GB). This district is "intended to provide suitable areas for the development of non-residential uses which offer a wide variety of retail and service establishments that are generally oriented toward serving the overall needs of the entire community. These businesses are usually located on principal transportation corridors." The specific use and location is consistent with the zoning district.

**3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods.**

The subject property lies at the intersection of N. Graytown Road and the IH 10 access road, and is currently zoned General Business District (GB). Other properties along IH 10 are similarly zoned. Directly to the north is a vacant residential structure, while the property to the east and to the west across Graytown Road are also vacant/undeveloped. Directly to the south is the IH 10 corridor. This business can take advantage of its proximity to IH 10, as it is a highway/transportation-oriented business and is dependent on the traffic generated from the highway. With the proposed convenience store being surrounded by mostly vacant land, and being directly adjacent to IH 10 the proposed Specific Use Permit is compatible with and preserves the character and integrity of adjacent developments.

**4. The proposed use will not adversely affect the overall health, safety, or general welfare of the City.**

Staff has determined that with the proposed convenience store being surrounded by mostly vacant land, and being directly adjacent to IH 10 the proposed Specific Use Permit would not adversely impact the overall health, safety, and general welfare of the City.

**5. Whether other factors are deemed relevant and important in the consideration of the Specific Use Permit. Schertz Fire, EMS, and Police have been notified of the zone change requests and have provided no objection.**

All UDC requirements have been met for the proposed Specific Use Permit. City of Schertz Fire, EMS, and Police Departments have been notified of the Specific Use Permit and have provided no objections to the request.

The scheduled public hearing provides the opportunity to introduce additional considerations.

**RECOMMENDATION**

The request is consistent with the Comprehensive Plan, conforms to the intent of the General Business District (GB), and has no adverse impact. Therefore, Staff is recommending approval of Ord. 25-S-037 with the following condition:

1. A building permit is approved within two years of the adoption of the Specific Use Permit ordinance.

The Planning and Zoning Commission held a public hearing on August 6, 2025 and made a recommendation of approval with a 6-0 vote.

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**Attachments**

Ord. 25-S-037 with Exhibits

Aerial Exhibit

Public Hearing Notice Map

Public Hearing Responses

City Council Presentation Slides

**ORDINANCE 25-S-037**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO APPROVE A SPECIFIC USE PERMIT TO ALLOW A CONVENIENCE STORE WITH GAS PUMPS ON APPROXIMATELY 4.2 ACRES OF LAND, LOCATED AT THE INTERSECTION OF NORTH GRAYTOWN ROAD & IH 10, KNOWN AS 11185 IH 10 E, BEXAR COUNTY PROPERTY IDENTIFICATION NUMBER 619232, CITY OF SCHERTZ, BEXAR COUNTY, TEXAS**

**WHEREAS**, an application for a Specific Use Permit to allow for an operation of a convenience store with gas pumps located at the intersection of North Graytown Road & IH 10, known as Bexar County Property Identification Number 619232, more specifically described in the Exhibit A attached herein (herein, the “Property”) has been filed with the City; and

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

**WHEREAS**, on August 6, 2025, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested Specific Use Permit; and

**WHEREAS**, on September 2, 2025, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A, is hereby approved to allow a convenience store with gas pumps conditioned upon the following occurring:

- a) A building permit is approved within two years of the adoption of the Specific Use Permit Ordinance

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

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

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

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

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

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

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

PASSED and ADOPTED, this \_\_\_\_ day of \_\_\_\_\_ 2025.

CITY OF SCHERTZ, TEXAS

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

ATTEST:

\_\_\_\_\_  
Sheree Courney, Deputy City Secretary

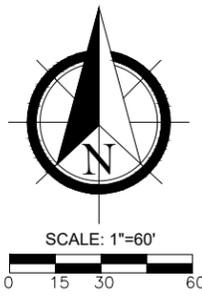
Exhibit "A"

Metes and Bounds

Exhibit "A"

# TEMPORARY BENCHMARK (TBM)

A FOUND "DISC" APPROX. 10 FEET IN A SOUTHWESTERLY DIRECTION FROM THE SOUTHWESTERLY CORNER OF THE SUBJECT TRACT. LOCATED NEAR A POWER POLE AT THE INTERSECTION OF THE EAST LINE OF GRAYTOWN ROAD AND THE NORTHERLY LINE OF I-10 FRONTAGE ROAD. ELEV=606.52' (NAVD 88, 2001 ADJ.)



## BENCHMARK

THIS TOPOGRAPHIC SURVEY HAS BEEN REFERENCED TO BEXAR COUNTY FLOODPLAIN REFERENCE MARK NO: Z807 HAVING GRID COORDINATES OF:

N: 13722034.499  
E: 2205689.437  
ELEVATION: 631.43' (NAVD88, 2001 ADJ.)

ADD -0.73 TO ALL ELEVATIONS SHOWN TO ADJUST TO RMZ807 REFERENCE ELEVATION=630.70'

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE (FIPS 4204) PER GPS OBSERVATIONS AND ARE BASED ON CONTROL MONUMENTS DEPICTED ON THIS SURVEY
2. SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, EASEMENTS AND RESTRICTIONS MAY EXIST WHICH ARE NOT SHOWN HEREON; NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENT OR RESTRICTIONS OF RECORD HAS BEEN PERFORMED BY SURVEYOR
3. SURVEY BASED ON THE BEST OF FIELD EVIDENCE FOUND

## FLOOD PLAIN INFO:

THIS PROPERTY PARTIALLY LIE WITHIN THE 100 YEAR FLOOD PLAIN AS PER FEMA FIRM PANEL NO. 48029C0435G  
MAP REVISION: 09/29/2010  
ZONES A & X  
(BASED ONLY ON VISUAL EXAMINATION OF MAPS)

## REVISIONS:

NO.	DATE	DESCRIPTION
1		



TX ENGINEERING FIRM NO. F-2322  
TX SURVEYING FIRM NO. 10194609  
8118 FRY ROAD, SUITE 402  
CYPRESS, TEXAS 77433  
832.518.9910

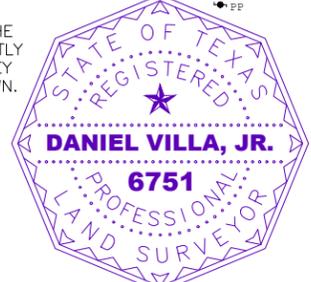
## BOUNDARY SURVEY

OF A 4.167 AC. PARCEL OF LAND  
SITUATED IN THE ANTONIO ZAMORA SURVEY NO. 36  
ABSTRACT NO. 828, COUNTY BLOCK 5083  
11185 E. INTERSTATE HIGHWAY 10, SCHERTZ TEXAS  
BEXAR COUNTY, TX 78154

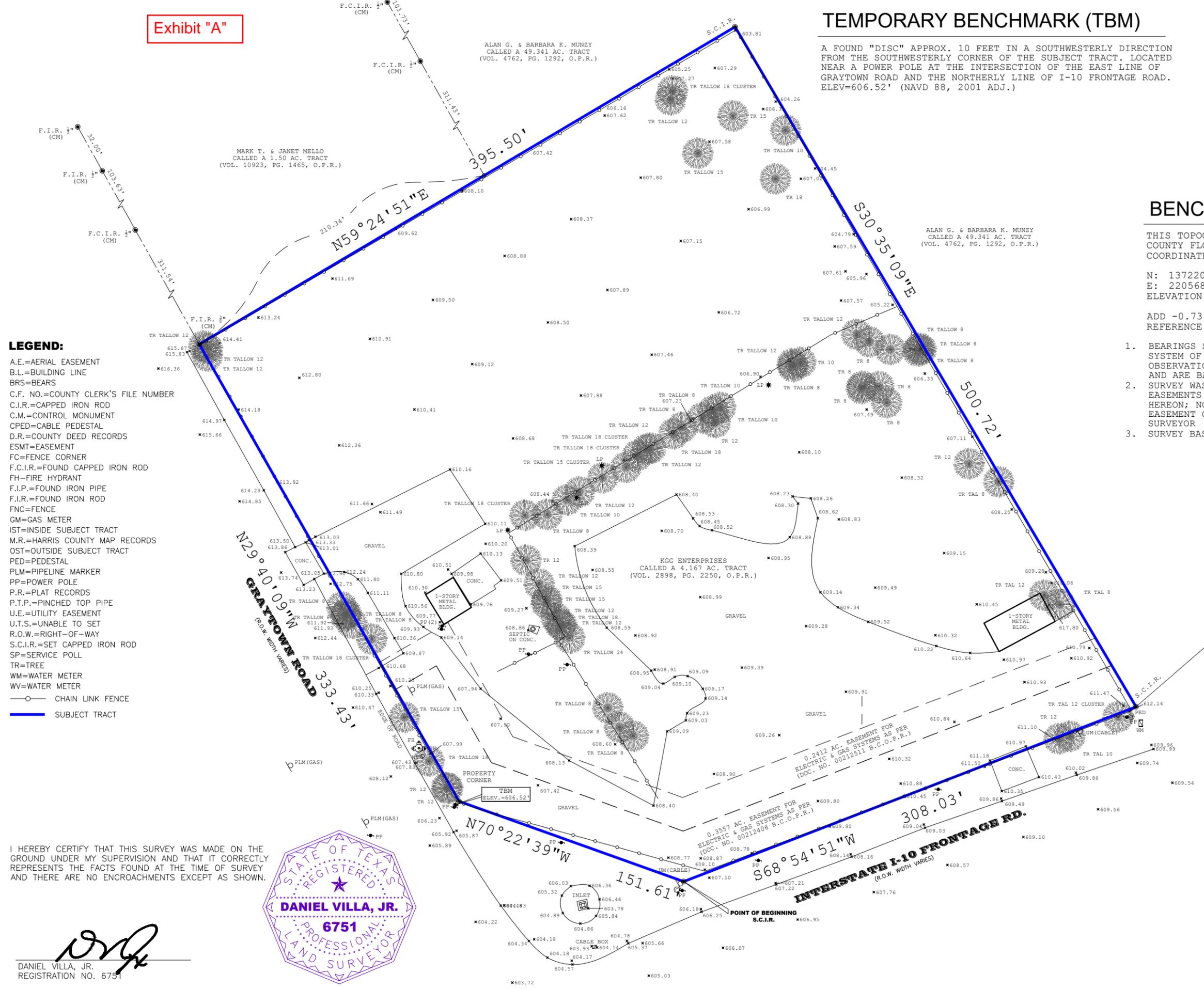
JOB NO.: D2202-053  
DATE: 03-01-2022  
FOR: -  
GF#: -  
PURCHASER: -

- LEGEND:**
- A.E.=AERIAL EASEMENT
  - B.L.=BUILDING LINE
  - BRS=BEARS
  - C.F. NO.=COUNTY CLERK'S FILE NUMBER
  - C.I.R.=CAPPED IRON ROD
  - C.M.=CONTROL MONUMENT
  - CPED=CABLE PEDESTAL
  - D.R.=COUNTY DEED RECORDS
  - ESMT=EASEMENT
  - FC=FENCE CORNER
  - F.C.I.R.=FOUND CAPPED IRON ROD
  - FH=FIRE HYDRANT
  - F.I.P.=FOUND IRON PIPE
  - F.I.R.=FOUND IRON ROD
  - FNC=FENCE
  - GM=GAS METER
  - IST=INSIDE SUBJECT TRACT
  - M.R.=HARRIS COUNTY MAP RECORDS
  - OST=OUTSIDE SUBJECT TRACT
  - PED=PEDESTAL
  - PLM=PIPELINE MARKER
  - PP=POWER POLE
  - P.R.=PLAT RECORDS
  - P.T.P.=PINCHED TOP PIPE
  - U.E.=UTILITY EASEMENT
  - U.T.S.=UNABLE TO SET
  - R.O.W.=RIGHT-OF-WAY
  - S.C.I.R.=SET CAPPED IRON ROD
  - SP=SERVICE POLL
  - TR=TREE
  - WM=WATER METER
  - WV=WATER METER
  - CHAIN LINK FENCE
  - ▬ SUBJECT TRACT

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT IT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN.



*Daniel Villa, Jr.*  
DANIEL VILLA, JR.  
REGISTRATION NO. 6751





619202  
2020 FI  
GRAYTOWN LLC

619229  
MELLO MARK T  
& MELLO JANET

619230  
MUZNY ALAN G  
& BARBARA K

619232  
QUALCO OPPORTUNITY  
FUND LLC

619236  
GARZA HOLLY  
PFANNSTIEL & RENE

Mapbox, Microsoft, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

**SCHIERITZ**  
COMMUNITY • SERVICE • OPPORTUNITY

PARCEL ID:  
619232

Highways	Freeway	Planned Secondary Rural Arterial	1"	8"	Schertz Gravity	Hydrant	Schertz Lift Station	County Boundaries
Major Roads	Principal Arterial	Residential Collector	2"	10"	Schertz Pressure	Manholes	CCMA Treatment Plant	Schertz Municipal Boundary
Minor Roads	Planned Principal Arterial	Planned Residential Collector	3"	12"	Neighboring Gravity	CCMA Lift Station	Schertz Treatment Plant	ETJ
	Secondary Arterial	Planned Commercial Collector B	4"	16"	Private Pressure	Private Lift Station		
	Planned Secondary Arterial	Commercial Collector A	6"	18"				
	Secondary Rural Arterial	Planned Commercial Collector A						
					Unknown			





# City of Schertz

Parcel ID:  
619232



Project Boundary



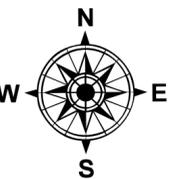
City Limits



Schertz ETJ  
Boundary



200' Buffer



Reply Form:

I am: in favor of  opposed to  neutral to  the request for PLSPU20250174

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

NAME: Holly Pfannstiel Garza SIGNATURE Holly Pfannstiel Garza  
(PLEASE PRINT)

STREET ADDRESS: 11239 14 10

DATE: 8-6-25

# Ord. 25-S-037

Specific Use Permit for Convenience Store with Gas Pump

**Samuel Haas | Senior Planner**

- Approx 4.2 ac
- Zoning: GB
- Currently Vacant



**SCHERTZ**  
COMMUNITY • SERVICE • OPPORTUNITY

QMart C-Store and Truck Stop (PLPP20250179)

<ul style="list-style-type: none"> <li>-all other values-</li> <li>Highways</li> <li>Major Roads</li> <li>Minor Roads</li> <li>Other Cities</li> </ul>	<ul style="list-style-type: none"> <li>-all other values-</li> <li>Freeway</li> <li>Principal Arterial</li> <li>Planned Principal Arterial</li> <li>Residential Collector</li> <li>Secondary Arterial</li> </ul>	<ul style="list-style-type: none"> <li>Planned Secondary Arterial</li> <li>Secondary Rural Arterial</li> <li>Planned Secondary Rural Arterial</li> <li>Residential Collector</li> <li>Planned Residential Collector</li> </ul>	<ul style="list-style-type: none"> <li>Commercial Collector B</li> <li>Planned Commercial Collector B</li> <li>Commercial Collector A</li> <li>Planned Commercial Collector A</li> </ul>	<ul style="list-style-type: none"> <li>1" 8" 20"</li> <li>2" 10" 24"</li> <li>3" 12" 30"</li> <li>6" 16" 36"</li> <li>6" 18"</li> </ul>	<ul style="list-style-type: none"> <li>Schertz Gravity</li> <li>Schertz Pressure</li> <li>Neighboring Gravity</li> <li>Private Pressure</li> </ul>	<ul style="list-style-type: none"> <li>Hydrant</li> <li>Manholes</li> <li>200' Buffer</li> <li>Schertz Municipal Boundary</li> <li>County Boundaries</li> </ul>
--	--	--	--	---	--	---

0 25 50 100 150 200 250 Feet

1:1,200

# Background

- Applicant is requesting a Specific Use Permit to allow a convenience store with covered gas pumps
- This property previously had a Specific Use Permit approved on June 20, 2023, as Ordinance 23-S-12
  - Conditioned upon a building permit approval within two years of the adoption of the SUP Ordinance.
  - SUP has expired
- Intends to develop a 6,500 square foot convenience store with a fuel canopy for both passenger cars and diesel trucks
  - Requires SUP in General Business District (GB)



July 25, 2025, a total of 4 Public Hearing Notices were sent out.

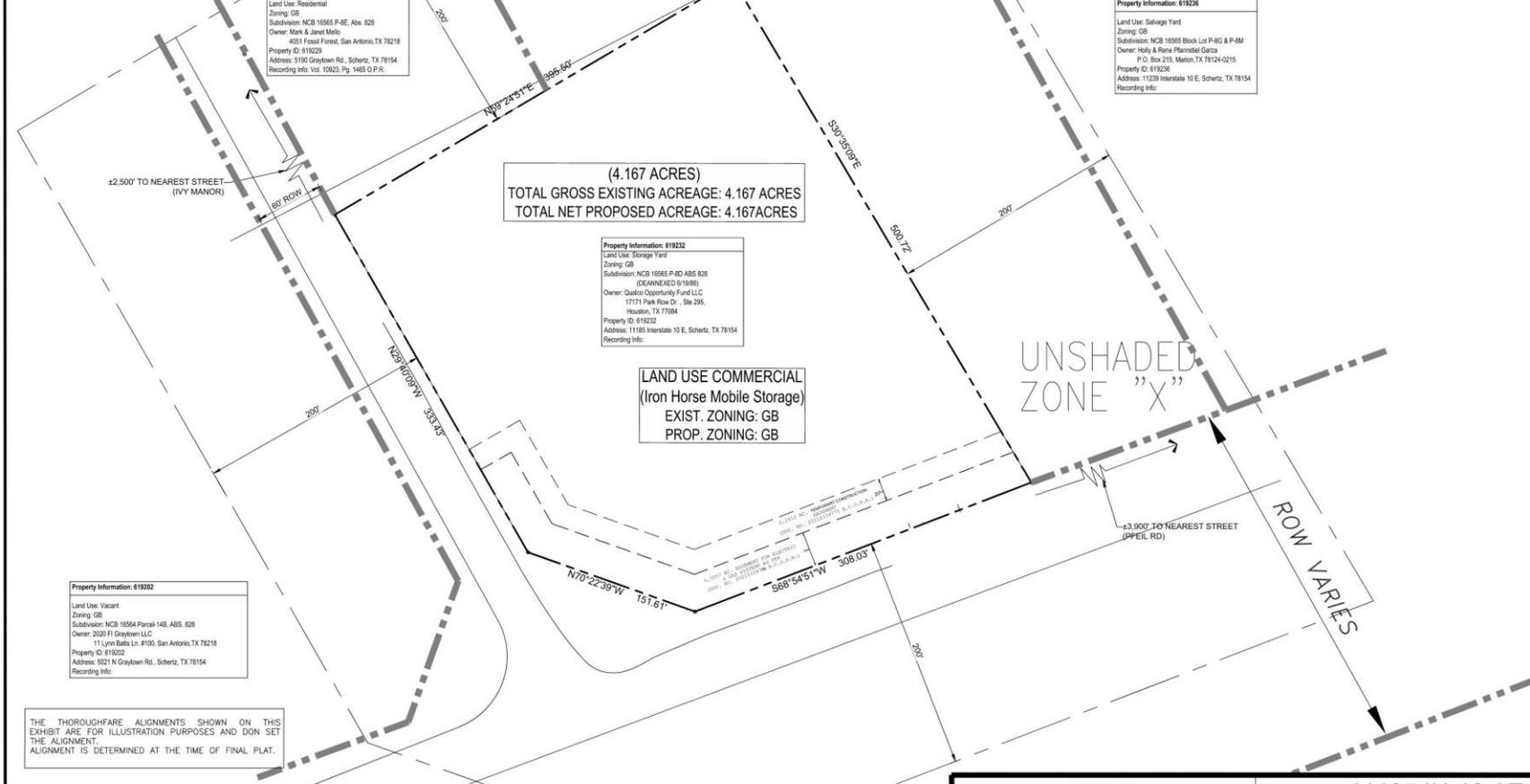
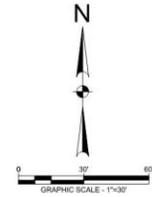
Responses Received:  
 0- Opposition,  
 1-In Favor  
 0-Neutral

1 sign was posted on the property.

Last update: July 24th, 2025  
 \*The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall the City of Schertz be liable for any special, indirect, or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.\*



VICINITY MAP  
N.T.S.



**Property Information: 619230**  
 Land Use: Vacant  
 Zoning: GB  
 Subdivision: NCB 10565 Block Lot P-8B  
 Owner: Mazy Alan & Barbara K  
 Property ID: 619230  
 Address: 11403 Interstate 10 E. Schertz, TX 78154  
 Recording Info: Vol. 4762, Pg. 1262 O.P.R.

**Property Information: 619229**  
 Land Use: Residential  
 Zoning: GB  
 Subdivision: NCB 10565 P-8E, Abs. 828  
 Owner: Mark & Janet Melo  
 4501 Forest Forest, San Antonio, TX 78218  
 Property ID: 619229  
 Address: 5100 Graytown Rd., Schertz, TX 78154  
 Recording Info: Vol. 10623, Pg. 1465 O.P.R.

**Property Information: 619228**  
 Land Use: Salvage Yard  
 Zoning: GB  
 Subdivision: NCB 10565 Block Lot P-8C & P-8M  
 Owner: Holly & Rene Plamsted Garza  
 P.O. Box 215, Marlin, TX 78124-0215  
 Property ID: 619228  
 Address: 11239 Interstate 10 E. Schertz, TX 78154  
 Recording Info:

**Property Information: 619232**  
 Land Use: Storage Yard  
 Zoning: GB  
 Subdivision: NCB 10565 P-8D ABS 828 (DEANNEXED 6/19/88)  
 Owner: Quality Opportunity Fund LLC  
 11771 Park Row Dr., Ste 295, Houston, TX 77064  
 Property ID: 619232  
 Address: 11185 Interstate 10 E. Schertz, TX 78154  
 Recording Info:

**LAND USE COMMERCIAL**  
 (Iron Horse Mobile Storage)  
 EXIST. ZONING: GB  
 PROP. ZONING: GB

**Property Information: 619202**  
 Land Use: Vacant  
 Zoning: GB  
 Subdivision: NCB 18564 Parcel-148, ABS. 828  
 Owner: 2030 FI Graytown LLC  
 11 Lynn Bells Ln. #100, San Antonio, TX 78218  
 Property ID: 619202  
 Address: 5021 N Graytown Rd., Schertz, TX 78154  
 Recording Info:

THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DON SET THE ALIGNMENT. ALIGNMENT IS DETERMINED AT THE TIME OF FINAL PLAT.

**FLOODPLAIN INFORMATION:**  
 According to Flood Insurance Rate Map, Panel 48029C0435G, dated Sept. 29, 2010, is located in zone(s) A & X and is partially within the 100-year floodplain.

- LEGEND**
- — — — — PROPERTY LINE
  - - - - - NOTIFICATION BOUNDARY
  - + + + — OFFSITE PROPERTY LINE

**OWNER INFORMATION:**  
**NORTHWEST PETROLEUM, LP**  
 FRANK MALIK  
 17171 PARK ROW, # 295  
 HOUSTON, TEXAS 77084  
 tel: 281-942-9555  
 email: frank@nwpgroup.com

**SURVEYOR INFORMATION:**  
 DVJ  
**CIVIL ENGINEERING & LAND SURVEYING**  
 Daniel Villa, JR.  
 8118 FRY RD., STE. 402  
 CYPRESS, TEXAS 77443  
 tel: 832-518-9910  
 email: daniel@dvjlandsurveying.com

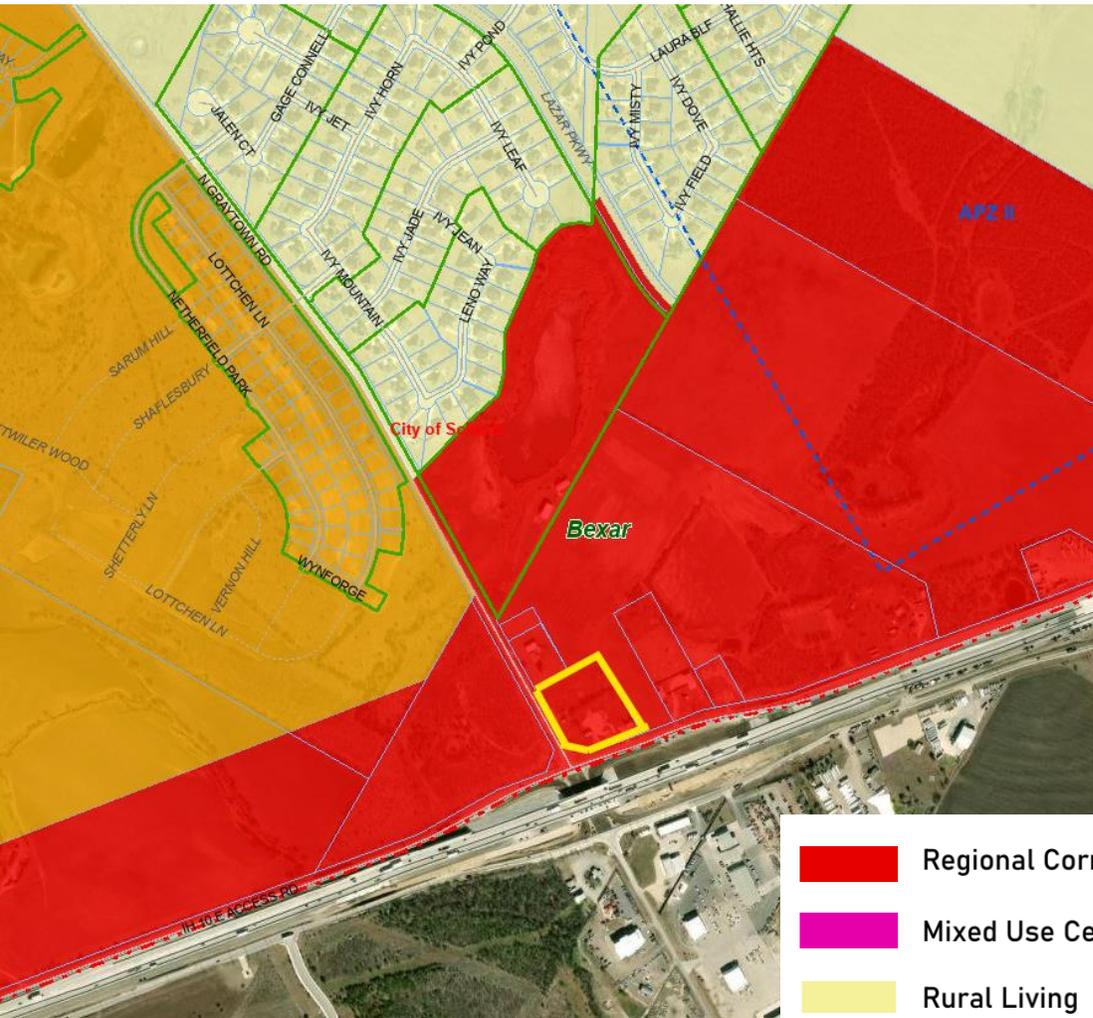
**BOVAY ENGINEERS, INC**  
 11757 Katy Freeway, Suite 700A  
 Houston, Texas 77078  
 ph: 713.777.8400  
 www.bovayengineers.com  
 Texas Registration No. F-2130

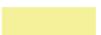
REVISIONS	
NO.	DESCRIPTION
12/06/2022	SUP SUBMITTAL
03/29/2023	SUP RE-SUBMITTAL
04/10/2023	SUP RE-SUBMITTAL
07/10/2025	SUP RE-SUBMITTAL

**11185 IH-10 AT N. GRAYTOWN RD**  
**Schertz, Texas 78154**  
 ANTONIO ZAMORA SURVEY NO. 36, ABSTRACT NO. 828,  
 COUNTY BLOCK NO. 5083, BEXAR COUNTY, TEXAS.  
 SUP EXHIBIT

H:\MORRIS\2025\00 TRUCK STOP, 11185 IH 10 AT N. GRAYTOWN, SCHERTZ, TEXAS\DWG\001.DWG  
 7/10/2025 2:57 PM

# UDC SECTION 21.5.11.D Criteria for Approval



- |   |                       |   |                       |
|---|-----------------------|---|-----------------------|
|  | Regional Corridor     |  | Local Corridor        |
|  | Mixed Use Center      |  | Development Deferment |
|  | Rural Living          |  | Industrial            |
|  | Complete Neighborhood |  | Public Use            |

1. Whether the proposed use at the specified location is consistent with the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans.

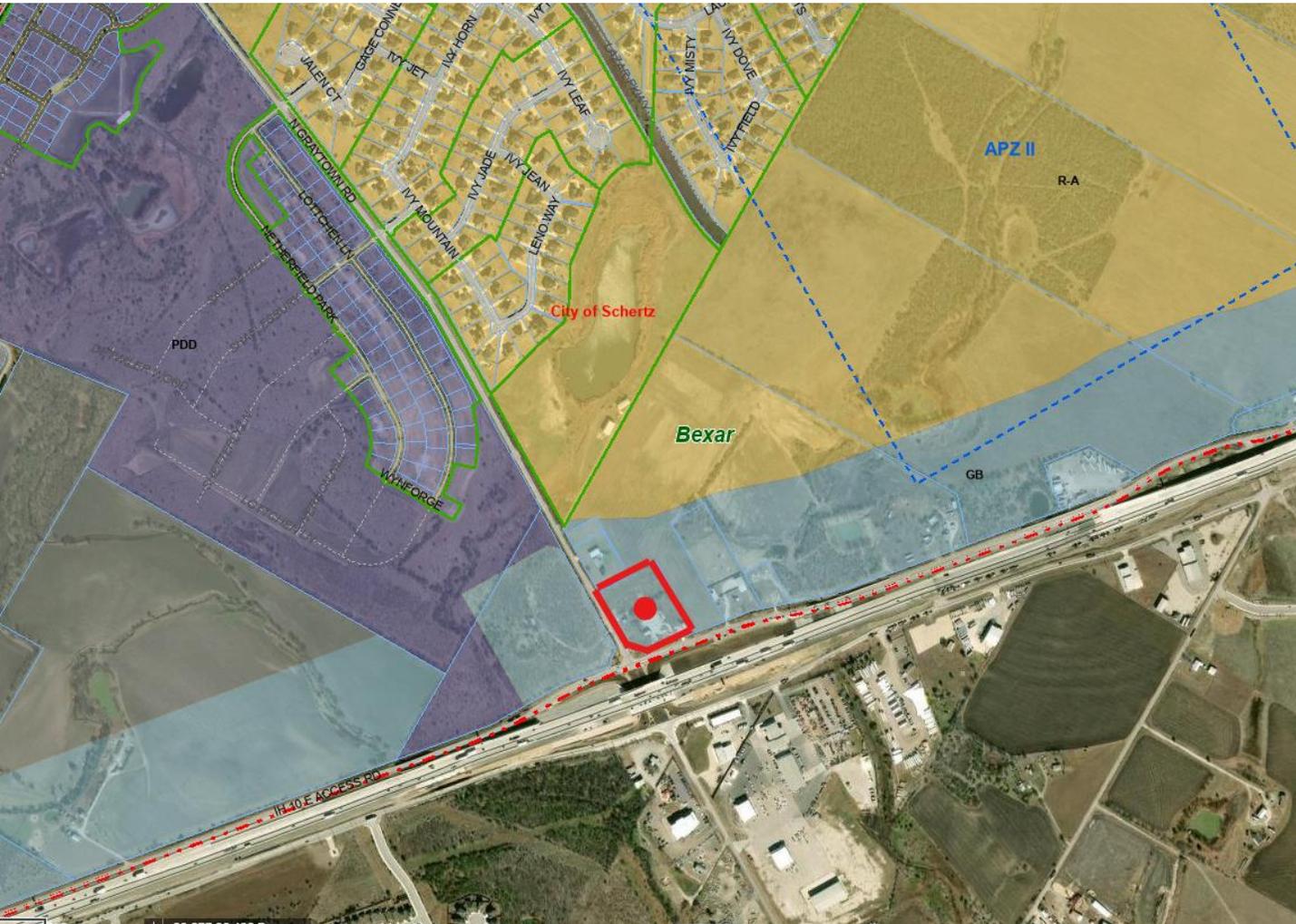
- The Comprehensive Plan designates this area as Regional Corridor
- Intended for a multifamily developments, regional destinations (like "big box" stores) and other complimentary commercial uses
- Designation allows for a variety of commercial uses, and the requested CUD is consistent with Comprehensive Plan

# UDC SECTION 21.5.11.D Criteria for Approval

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

- Subject property is currently zoned General Business District (GB).
  - "intended to provide suitable areas for the development of non-residential uses which offer a wide variety of retail and service establishments that are generally oriented toward serving the overall needs of the entire community"
- The specific use and location is consistent with the zoning district.

# UDC SECTION 21.5.11.D Criteria for Approval



3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods.

- Surrounded by mostly vacant land
- Adjacent to IH 10
- The proposed Specific Use Permit is compatible

# UDC SECTION 21.5.11.D Criteria for Approval

**4. The proposed use will not adversely affect the overall health, safety, or general welfare of the City.**

Staff has determined that the proposed Specific Use Permit would not adversely impact the overall health, safety, and general welfare of the City.

**5. Whether other factors are deemed relevant and important in the consideration of the Specific Use Permit. Schertz Fire, EMS, and Police have been notified of the zone change requests and have provided no objection.**

All UDC requirements have been met for the proposed Specific Use Permit. City of Schertz Fire, EMS, and Police Departments have been notified of the Specific Use Permit and have provided no objections to the request.

The scheduled public hearing provides the opportunity to introduce additional considerations.

# Recommendation

## Staff Recommendation

- The request is consistent with the Comprehensive Plan, conforms to the intent of the General Business District (GB), and has no adverse impact.
- Therefore, Staff is recommending approval of Ord. 25-S-037 with the condition that a building permit is approved within two years of the adoption of this ordinance.
- The Planning and Zoning Commission held a public hearing on August 6, 2025 and made a recommendation of approval with a 6-0 vote.

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** September 02, 2025

**Department:** Planning & Community Development

**Subject:** PLAPP20250187 - Conduct a public hearing and consider an appeal to a decision by the Planning and Zoning Commission for a waiver in relation to wall signage for the Home Depot on Lot 10 Block 1 of the Schertz Station Subdivision, approximately 18.709 acres of land, located at 18541 Ripss-Kreusler Road, Schertz, Texas, 78154, more specifically known as Guadalupe County Parcel Identification Number 68313 (B.James/L.Wood/S.Haas)

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**BACKGROUND**

The Schertz City Council recently passed updates to Article 11 - Signs and Advertising Devices on June 17, 2025 as Ord. 25-S-024. In these updates, is Section 21.11.15 Waivers. This section allows applicants the opportunity to request waivers from the sign standards in extenuating circumstances. These requests are then decided upon by the Schertz Planning and Zoning Commission.

The applicant intends to construct a 136,466-square-foot Home Depot on Lot 10 Block 1 of the Schertz Station subdivision, a large mixed-use subdivision consisting of multifamily housing and restaurant / retail sites on the corner of Cibolo Valley Drive and IH-35. The waiver request is in relation to the new wall sign requirements. Wall signs under the new Article 11 updates have an allowable square footage of signage available per facade. This can be either 1 sign for the full square footage or multiple signs that add up to the maximum allowable square footage for signage. The amount of square footage is determined based off of roadway classification and the address of the site.

The address for the Home Depot is 18541 Ripps-Kreusler, which has a roadway classification as "All Others" and would give the applicant 100 square feet of available signage. Additionally, because the applicant is constructing a building over 100,000 square feet, the applicant is allowed an additional 100 square feet, for a total of 200 square feet of allowable signage. The applicant requested a waiver from that requirement and would like the allowable signage area to be increased to 580 square feet for the front facade facing Station Road to the north towards IH-35. Staff had recommended approval of the waiver request to the Planning and Zoning Commission with the condition that the maximum allowable wall signage for the front-facing facade be increased to 350 square feet as the new Article 11 provides, and not to 580 square feet as the applicant had requested.

<b>Wall Sign Home Depot Sign Request</b>		
UDC Code	Applicant's Requests	Staff's Recommendation

<ul style="list-style-type: none"> <li>• Roadway Classification: 100 sq. ft.</li> <li>• 100,000 sq. ft. building: additional 100 sq. ft.</li> <li>• Total = <b>200 sq. ft.</b></li> </ul>	<b>580 sq. ft.</b>	<ul style="list-style-type: none"> <li>• Increased Roadway Classification: 250 sq. ft.</li> <li>• 100,000 sq. ft. building: additional 100 sq. ft.</li> <li>• Total = <b>350 sq. ft.</b></li> </ul>
---	--------------------	---

The Planning and Zoning Commission held a meeting on July 2, 2025 and considered the waiver request. It should be noted that only 6 members of the commission were present. The Commission made two motions on the item.

The first was to approve the waiver request with Staff's conditions. That motion resulted in a 3-3 tie. The motion failed.

- The "nay" votes held the opinion that the applicant's request was appropriate due to the location of the site and the size of the building. One commissioner expressed concern over a smaller sign looking awkward on a large building, and another commissioner was concerned that the building sat far enough away from the IH 35 frontage road that visibility of the business would be an issue.

A second motion was made to approve the applicants request of 580 sq. ft. That motion resulted in a 3-3 tie. The motion failed.

- The "nay" votes on this motion held the opinion that the city had just recently amended the sign code to allow bigger signs, and that applicants should adhere to the new code. The commissioners also felt that Staff's condition was an adequate concession and a good middle ground solution.

It should be noted that a representative from Home Depot was not present at the waiver request hearing. Instead, a representative from the engineering firm developing the site was there. The applicant has submitted a narrative (attached) related to the appeal. In summary, the applicant feels that the new sign code is not appropriate for large commercial buildings and that buildings in proximity have greater signage allowances in proportion to their building size.

On August 15, 2025, three (3) public hearing notices were mailed to the surrounding properties within a 200-foot notification boundary of the subject property. At the time of the staff report, zero (0) response in favor, zero (0) responses neutral, and zero (0) responses in opposition were received. A public hearing notice will be published in the "San Antonio Express" prior to the City Council meeting. Additionally, one (1) sign was placed on the subject property.

**GOAL**

Provide a mechanism by which a property owner can appeal a Planning and Zoning waiver request decision.

**COMMUNITY BENEFIT**

Ensure that business and property owners have adequate signage while balancing the goals, policies, and vision for the community of Schertz.

**SUMMARY OF RECOMMENDED ACTION**

The criteria for sign waivers is found in UDC Section 21.11.15. Staff has used these criteria for the following analysis.

**21.11.15.B has the the following considerations:**

**1. The nature of the proposed use of the land involved.**

The Schertz Station Subdivision is a large subdivision currently zoned Planned Development District (PDD). The subdivision as a whole consists of multifamily-style housing and several retail / restaurant sites. The site for this specific waiver is a large proposed home improvement center that is set back approximately 800 feet from IH35. Given the nature of the shopping center-style land use as a whole and the particular location of the home improvement center, Staff feels that additional signage area for the front of the building is appropriate. However, Staff has determined that the applicant's request of 580 sq. ft. of signage is too large and not appropriate. Staff has proposed a compromise of 350 sq. ft.

**2. The location of the property in relation to roadway classification.**

Several public roadways provide access to the subdivision. That being said, Schertz Station functions effectively as a regional destination center on the corner of IH-35 and Cibolo Valley Drive. Article 11 determines roadway classification based on addressing and Staff has determined that this requirement is not appropriate for this particular site. It would be more appropriate to classify Home Depot as adjacent to IH35.

**3. The existing uses of land in the vicinity.**

The land uses in the vicinity consist of the remainder of the Schertz Station subdivision which, as mentioned above, consists of multifamily-style housing and several retail / restaurant sites. Additionally, the EVO site is adjacent to the property.

**21.11.15.C has the following considerations:**

**1. That the granting of the waiver will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area**

The granting of this waiver would not be detrimental to the health, safety and general welfare. Home Depot acts as an anchor tenant and would help drive commercial activity for the surrounding properties.

**2. Strict interpretation of the provisions of the section would deprive the applicant of rights commonly enjoyed by other nearby properties with the same land use that would comply with the same provisions.**

The neighboring EVO sight has a similar location and setback approximately 1000 feet from the frontage of IH35. As part of their Planned Development District zone change request (Ord.18-S-37), they were allowed to have a 478 sq. ft. front wall sign. Staff has determined that the Home Depot has a similar situation and thus a waiver would be in-line with what other properties have been allowed to do.

Staff does not support the request to increase allowable wall signage space to 580 square feet. Under the new code updates passed on June 17, 2025, properties located on interstates are allowed a maximum signage space of 250 square feet, and buildings that are over 100,000 square feet in size are allotted an additional 100 square feet. If applied to only the front-facing facade, this would provide Home Depot a maximum of 350 square feet of wall signage space, and Staff has determined this amount to be more appropriate and more in-line with the intent of the UDC. The other facades in which signage is permitted would remain capped at 200 sq. ft. of signage area, as stipulated in the UDC.

Staff had recommended approval of the waiver request to the Planning and Zoning Commission with the condition that the maximum allowable wall signage for the front-facing facade be increased to 350 square feet as the new Article 11 provides, and not to 580 square feet as the applicant had requested. Staff's recommendation to City Council is to approve the appeal with staff's original conditions.

Staff understands that as new ordinances are applied, it provides an opportunity to evaluate the implications of those new regulations. These real-world examples provide insight into how the regulations impact new projects. Additionally, the criteria or basis for approval of waivers/exceptions can be evaluated. For example, as has been pointed out to staff, commercial developments rely on signage to attract business. These commercial projects bring value to the community, in the form of property and sales tax revenue as well as providing services to residents and businesses and if the developer indicates that the signage is necessary in order for the commercial project to be viable or more successful, this should be sufficient to allow more signage. Additionally, it has been pointed out that other developments in the past were allowed more signage and as such the City should never in the future restrict signage to less than what other businesses were allowed.

If in evaluating this case Council does not find anything unique to justify the increased signage, but still feel it is appropriate, staff suggests amending the ordinance to allow the additional signage by right going forward. In this way, there is clarity as to how much signage will be allowed and it does not delay development by relying on waivers.

## **RECOMMENDATION**

Staff is recommending approval of the appeal with staff's original conditions to allow 350 square feet of wall signage.

---

### **Attachments**

Home Depot Appeal

City Council Presentation Slides



8/4/2025

City of Schertz  
Planning and Community Development  
1400 Schertz Parkway  
Schertz, TX 78154

### **Home Depot Schertz – Wall Sign Area Appeal Request**

Home Depot is proposing to build a new retail store in Schertz, TX. The Site Certification Package for this project has been submitted with the assigned reference number PLSPC20240209. This project is part of the Schertz Station Planned Development District (PDD). For this PDD, the City of Schertz Unified Development Code (UDC) adopted in June 2025 allows for wall sign size to be up to 100 SF plus an additional 100 SF because The Home Depot building is over 100,000 SF, resulting in a maximum wall sign area of 200 SF per building façade (Article 11 Sec. 21-11-9).

The Home Depot is proposing four wall signs that total approximately 580 SF on the front building façade. The 580 SF proposed is larger than the 200 SF allowed by code. Because of this, The Home Depot has previously requested a waiver to increase the maximum sign area allowance from 200 SF to 580 SF for the building façade facing Station Road or IH-35.

Home Depot requested a waiver to increase the wall sign size due to the following reasons:

- The front building façade has an area of 17,514 SF and will need a larger sign than the code allows to stay proportional (architecturally) and consistent with other stores in the area. The total proposed wall sign square footage (580 SF) only covers 3.3% of the front building façade area.
- The multi-tenant commercial buildings facing IH-35 within the Schertz Station development with a smaller building front façade of 4,332 SF, that has three tenants with each having a 250 SF sign, will be allowed 750 SF total of wall signage (17% of the front façade).
- The Schertz Station PDD is directly adjacent to the Interstate-35 frontage road. The UDC allows for wall sign size increases if the property is adjacent to an interstate. The Home Depot is part of the Schertz Station PDD and is requesting a wall sign size due to the proximity to the interstate.
- The Home Depot proposed store is in the Schertz Station PDD as a commercial land use and will be surrounded by other commercial land uses. No residential land uses are adjacent to the Home Depot property. The nearest residential land use is approximately 1500 feet away and does not face the Home Depot building façade with the proposed wall signs.

The waiver request was considered by City of Schertz Planning & Zoning Commission on July 2, 2025. Two motions were made to act on that request during the public meeting, and both resulted in a tie, or an even vote. The first motion made was in support of staff's recommendation that was based on the current related sign code (increase the wall sign size to 350 SF as if Home Depot was addressed off I-35). The second motion made was to support the applicant's waiver request (increase the wall sign size to 580 SF). From the applicant's understanding, the main reason the Planning & Zoning Commission motions both resulted in a tie is because the City of Schertz just approved a new code regarding wall sign size in June 2025 and Commissioners were hesitant to vote in favor of a variance for code that was just approved.

Because both motions made both resulted in a tie vote, by default, the application was denied.

The Home Depot is submitting this appeal request to City Council to follow that tie vote from the Planning & Zoning Commission meeting. We understand staff's recommendation since it is based on how the current code is written. But as evidenced by the graphic attached to this appeal request, the current code language considers smaller commercial buildings and does not have appropriate regulations for standard signage packages that are typical for large commercial buildings.

As illustrated on the attached graphic, per the current code allowances, a retail building of 13,300 SF with a front façade of 4,332 SF is allowed 750 SF of building façade signage. This results in the permitted sign size being 17% of the front façade. The Home Depot's standard building façade signage includes 580 SF of signage on a front building façade of 17,514 SF, resulting in the wall signage being 3.3% of the front building façade.

The design and development team believes that this is a reasonable amount of signage to propose on a building of this size. The team also believes that the approval of this appeal request is still in line with the intent of the City sign code in that this appeal request only allows 580 sf of building façade signage, with that being less than 5% of the façade area of the proposed building. This is much less building façade signage on a percentage basis than the current City code allows for a much smaller building as described above and illustrated on the exhibit included with this appeal request.

We appreciate the City's consideration of this appeal request. Please contact us for any further information and discussion that may be helpful.

Thank you,



Austin Edelen, PE  
Kimley-Horn & Associates  
Site Development Coordinator Team for The Home Depot, Inc.

Attachments:

- Site Plan
- Wall Sign Plan
- Project Location Exhibit
- Permitted Signage Exhibit



# Appeal of Sign Waiver Request Decision

PLAPP20250187

Samuel Haas | Senior Planner

**SCHERTZ**  
COMMUNITY. SERVICE. OPPORTUNITY.

# Background

- Article 11 updates approved on June 17, 2025 (Ord. 25-S-024).
- New Section 21.11.15 Waivers.
  - Allows for applicants to ask for waivers to the sign requirements.
  - Planning and Zoning Commission decides on the waiver requests
    - Appeal of that decision go before City Council

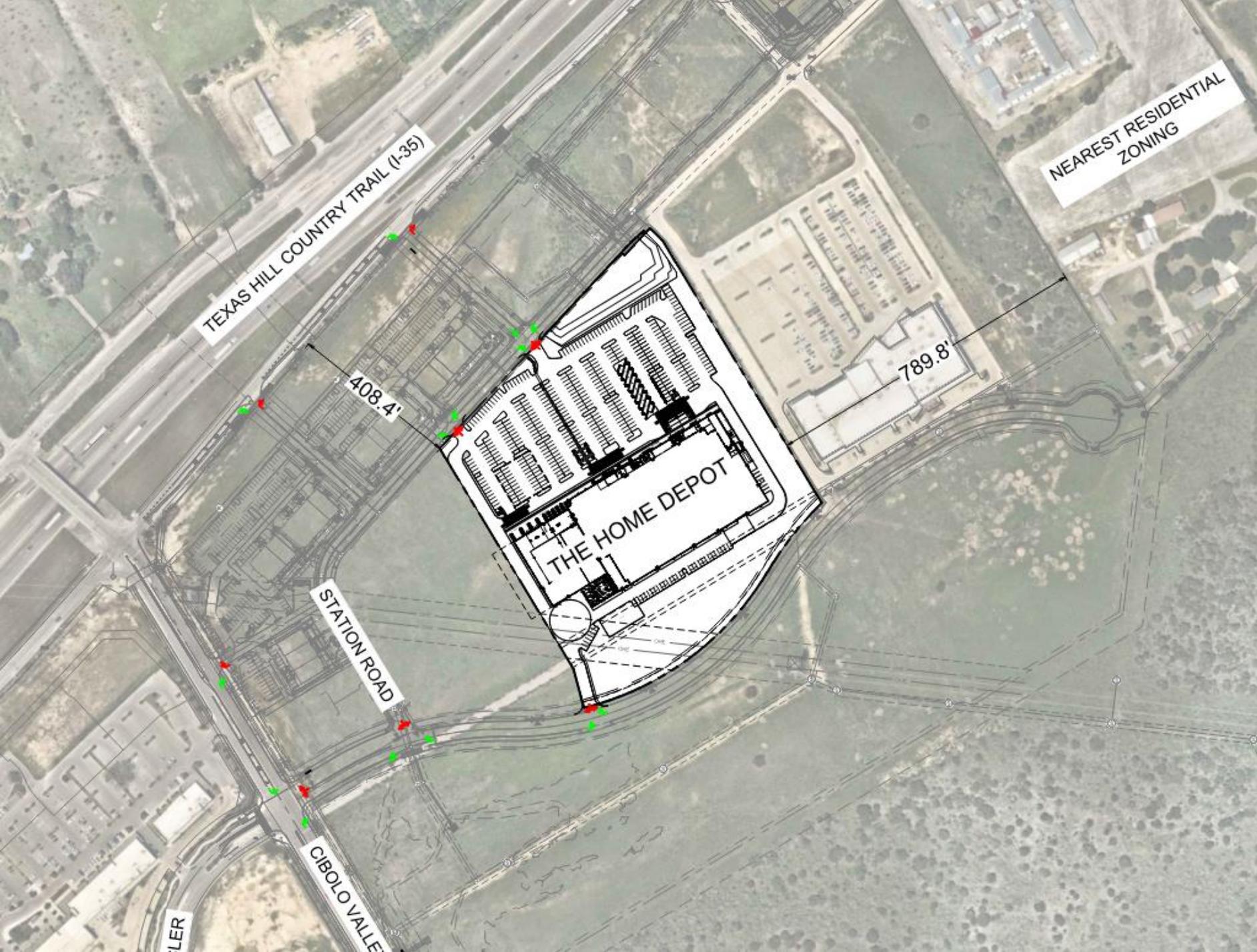
# Background

- Article 11 updates approved on June 17, 2025 (Ord. 25-S-024).
- Wall Signs

A. Wall Sign Standards apply per façade. Wall signs may be one contiguous sign or have multiple separate components provided total allowable square footage is not exceeded.

Wall Sign Standards		
Roadway Classification	Max Area sq. ft.(per facade)	Maximum Number of façades with signage
Interstates & Farm to Market Roads	250	3 per building or tenant
All Others	100	3 per building or tenant

1. Roadway Classification is determined by the address of the building or unit and applies to each allowable sign.
2. Buildings over 100,000 square feet are allowed an additional 100 square feet of maximum signage area.

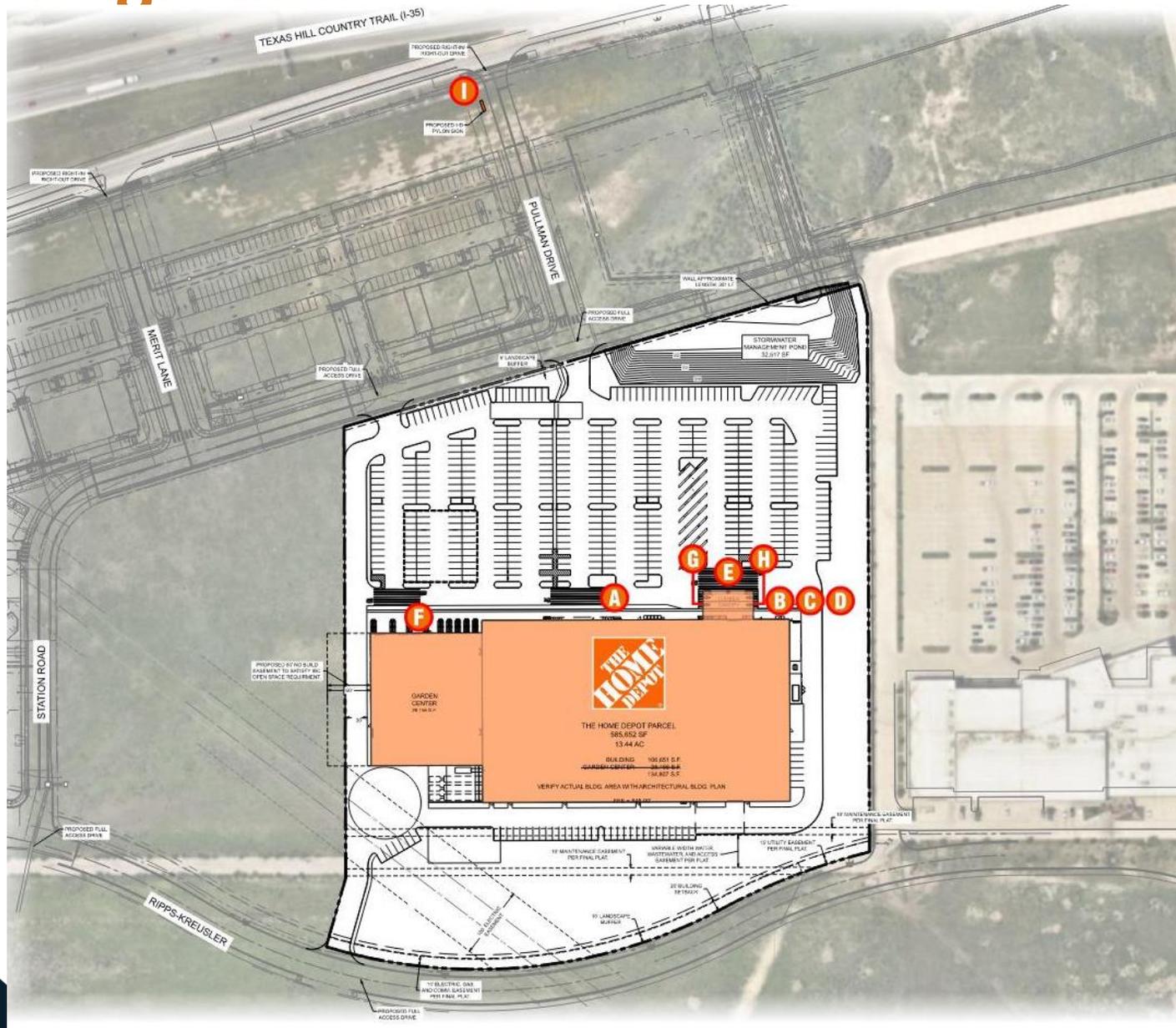


- Schertz Station Subdivision
- Lot 10 Block 1
- Zoning: PDD
- Address: 18541 Ripps-Kreusler
- 136,466-square-foot Home Depot

# Background

- Home Depot Wall Signage per Article 11
  - All Others = 100 sq. ft.
    - Additional 100 sq. ft. (per 100,000+ sq. ft. building)
  - Total = 200 sq. ft. per façade (3 out of 4)

# Background



## NEW THD SIGNS

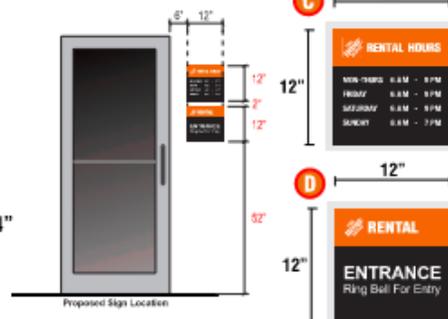
- A** 6'-0" THE HOME DEPOT LED CHANNEL LETTERS
- B** 3'-0" TOOL RENTAL LED SIGN
- C** 12" X 12" NEW TOOL RENTAL STORE HOUR SIGN
- D** 12" X 12" NEW TOOL RENTAL ENTRANCE SIGN
- E** 2'-6" LUMBER LED CHANNEL LETTERS
- F** 2'-6" GARDEN CENTER LED CHANNEL LETTERS
- G** ENTRANCE CLEARANCE PANEL (NON-ILLUMINATED)
- H** EXIT CLEARANCE PANEL (NON-ILLUMINATED)
- I** 8'-0" X 8'-0" THD MONUMENT @ 20' OAH (96 SF)

# Background

- Applicant requested a waiver to allow more signage on front facade
  - 580 sq. ft.

## I-35 & Cibolo Valley Road - Schertz, Texas 78108

NOTE: INSTALL DIMENSIONS SUBJECT TO CHANGE WHEN SCALABLE ELEVATIONS BECOME AVAILABLE.



# Background

- Flower Mound ,TX



# Background

- Flower Mound, TX
- 290 sq. ft.



1 THESE ARE HALO-LIGHTED LETTERS: Aluminum faces & returns, Lexan backs. Illumination by WHITE L.E.D.s

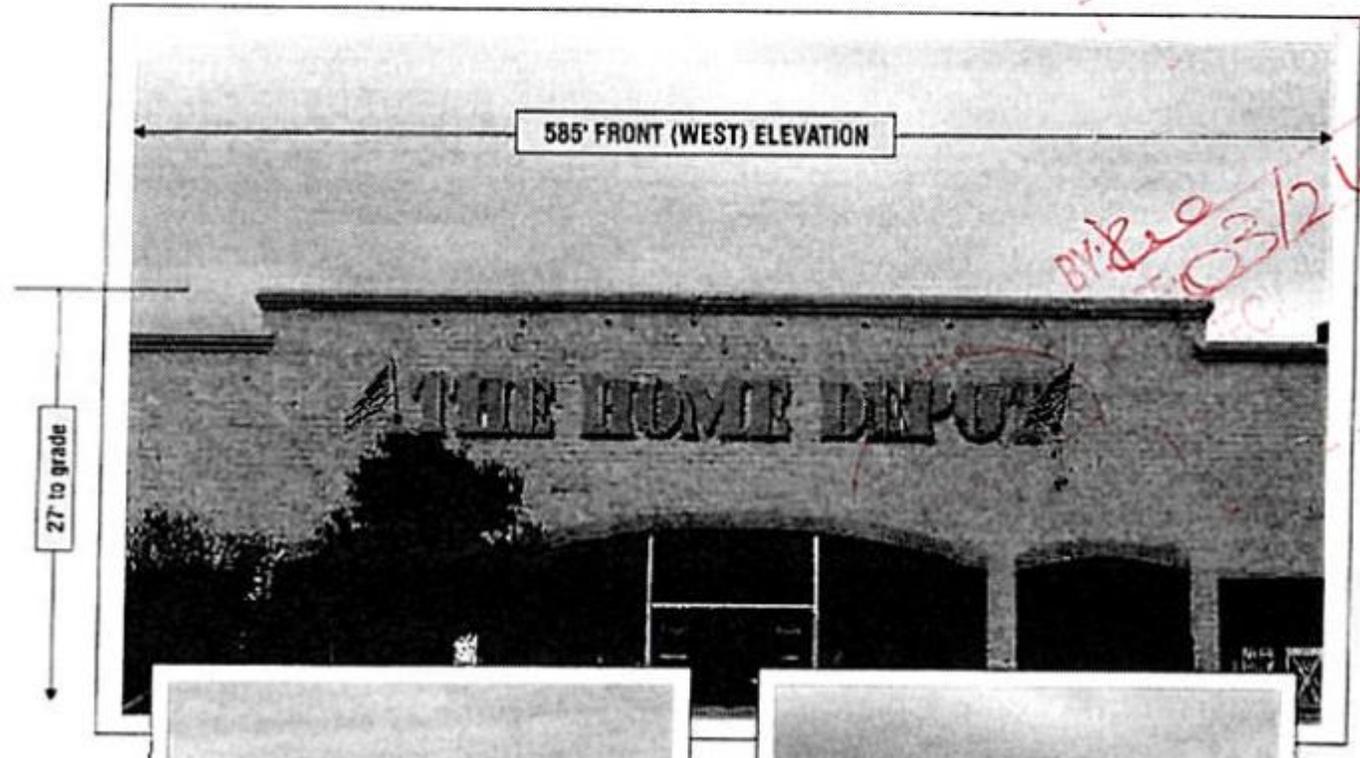
ELECTRICAL NOTES
1. All materials and fasteners meet 3004.4
2. All electrical components are UL listed and approved.
3. Sign grounded according to NEC 6007.7
4. Signs manufactured as per NEC 500
5. One visible 20 amp disconnect per circuit

COLOR SCHEDULE	
Returns	Akzo Nobel Black (Satin finish)
Faces	Painted RAS 150 Tuna Color (Gloss)

SQUARE FOOTAGE	
The Home Depot Sign	58' x 5' = 290' Total

ELECTRICAL DATA	
Volts	
Total AMPS	
Circuits	
Visible Disconnects	



# Background

- Dallas, TX
- 413 sq. ft.



Development Services Department | Building Inspection Division | 214/948-4480 | www.dallascityhall.com

**Address:** 6110 LEMMON AVE 75209

**Land Use Description:** (5213) HOME IMPROVEMENT CENTER/ BLDG MATERIALS SALES Y

**Work Description:** ERECT ATTACHED SIGN

**Owner Or Tenant:** THE HOME DEPOT, USA INC  
006110 LEMMON AV DALLAS TX 75209

**Applicant:** MICHAEL PENNER

**Contractor:** BEACON SIGN & LIGHTING

**Business Address:** 1234 S ALEXANDER, DUNCANVILLE, TX 75137

**Telephone:** 972/298-2413 Fax:

**Lot:** 1      **Block:** 1/5696      **Zoning:** CS,IR      **PDD:**      **SUP:**  
**Historic Dist:**      **Consrv Dist:**      **Sq. Ft.:** 413

**SPSD:**

**Color:**

**Sign Copy:** HOME DEPOT

**Materials:**

**Remarks:** SUBJECT TO FIELD INSPECTOR APPROVAL; INSTALL 7' X 59' INDIVIDUAL ILLUM CHANNEL LETTER READING "HOME DEPOT"

# Background

- Bee Cave, TX
- 290 sq ft.
- Addt'l signage



#### 5'-0" Channel Letters (290 Total Sq. Ft.)

- returns and backs to be black
- black Jewelite trim
- #2119 orange Lexan faces
- internally illuminated

#### 3'-0" Single Face Tagline (174 Total Sq. Ft.)

- cabinet and retainers to be black
- panned and embossed Lexan faces
- background to match #2119 orange, copy white with black outline
- internally illuminated



2'-0" Flat Aluminum Panel with vinyl graphics, single faced (51 Total Sq. Ft.)



2'-0" Inset Fabric Graphics; white (29.33 Total Sq. Ft.)



# Background

- Staff used UDC Article 21.11.15.B & C. in analysis of waiver request
  - Staff determined that due to the proximity to IH-35 and the large mixed-use nature of the development – the applicant had justification for a larger sq. ft. allotment.
  - However, staff recommended a compromise – considering the address of the property to be off IH 35.

## Home Depot Sign Waiver Request

UDC Code	Applicant Request	Staff's Recommendation
All Others – 100 sq. ft. 100,000 sq. ft. building – 100 sq. ft. Total = <b>200 sq. ft.</b>	580 sq. ft.	Interstate – 250 sq. ft. 100,000 sq. ft. building – 100 sq. ft. Total = <b>350 sq. ft.</b>

# Background

- The Planning and Zoning Commission held a meeting on July 2, 2025 and considered the waiver request.
  - Only 6 members were present.
- The Commission made two motions on the item.
- The first was to approve the waiver request with Staff's conditions. That motion resulted in a 3-3 tie. The motion failed.
  - The "nay" votes:
    - Applicant's request was appropriate due to the location of the site and the size of the building.
    - Expressed concerns over visibility of the business.
- A second motion was made to approve the applicants request of 580 sq. ft. That motion resulted in a 3-3 tie. The motion failed.
  - The "nay" votes:
    - The city had just recently amended the sign code to allow bigger signs, and that applicants should adhere to the new code.
    - The commissioners also felt that Staff's condition was an adequate concession and a good middle ground solution.
- **Home Depot allowed 200 sq. ft. or wall signage as a result.**

# Background

- Applicant appealed

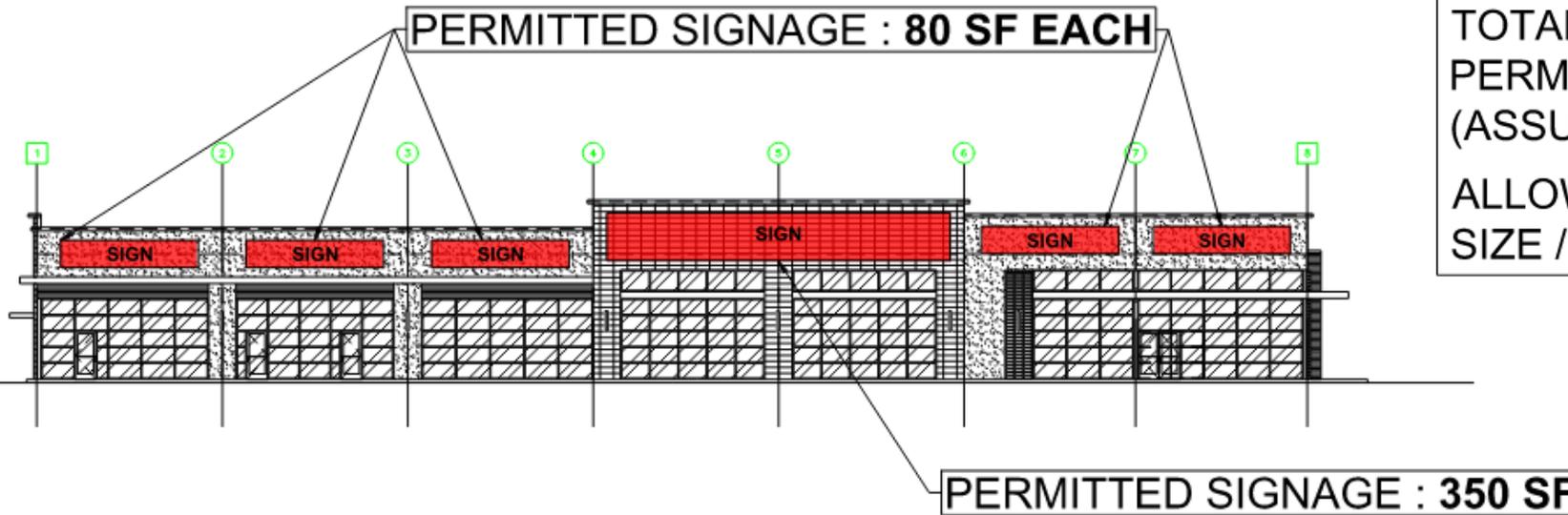
The Home Depot is submitting this appeal request to City Council to follow that tie vote from the Planning & Zoning Commission meeting. We understand staff's recommendation since it is based on how the current code is written. But as evidenced by the graphic attached to this appeal request, the current code language considers smaller commercial buildings and does not have appropriate regulations for standard signage packages that are typical for large commercial buildings.

As illustrated on the attached graphic, per the current code allowances, a retail building of 13,300 SF with a front façade of 4,332 SF is allowed 750 SF of building façade signage. This results in the permitted sign size being 17% of the front facade. The Home Depot's standard building façade signage includes 580 SF of signage on a front building façade of 17,514 SF, resulting in the wall signage being 3.3% of the front building façade.

The design and development team believes that this is a reasonable amount of signage to propose on a building of this size. The team also believes that the approval of this appeal request is still in line with the intent of the City sign code in that this appeal request only allows 580 sf of building façade signage, with that being less than 5% of the façade area of the proposed building. This is much less building façade signage on a percentage basis than the current City code allows for a much smaller building as described above and illustrated on the exhibit included with this appeal request.

# Background

- Applicant appealed



<b>LARGEST MULTI-TENANT BUILDING</b>	
BUILDING SF:	<b>13,300 SF</b>
FACADE SF:	<b>4,332 SF</b>
PERMITTED WALL	
SIGN AREA: 250 SF PER TENANT	
TOTAL WALL SIGN PERMITTED AREA (ASSUME 3 TENANTS): <b>750 SF</b>	
ALLOWABLE SIGN SIZE / FACADE:	<b>17%</b>

**TOTAL PERMITTED SIGNAGE: 750 SF**

# UDC 21.4.14.D Appeals

In deciding the appeal, the City Council responsible for consideration of the appeal shall apply the same criteria that govern the initial decision on the Development Application under the provisions of this Article

UDC Article 21.11.15.B & C.

# UDC SECTION 21.11.15.B Waiver Considerations

## 1. The nature of the proposed use of the land involved.

- The use proposed is a large proposed home improvement center.
- Component of a mixed-used subdivision with multifamily and retail / restaurant.



# UDC SECTION 21.11.15.B Waiver Considerations

## 2. The location of the property in relation to roadway classification

- Several public roadways within subdivision.
- Regional destination center.
  - Corner of IH35 & Cibolo Valley Dr.



# UDC SECTION 21.11.15.B Waiver Considerations

## 3. The existing uses of land in the vicinity.

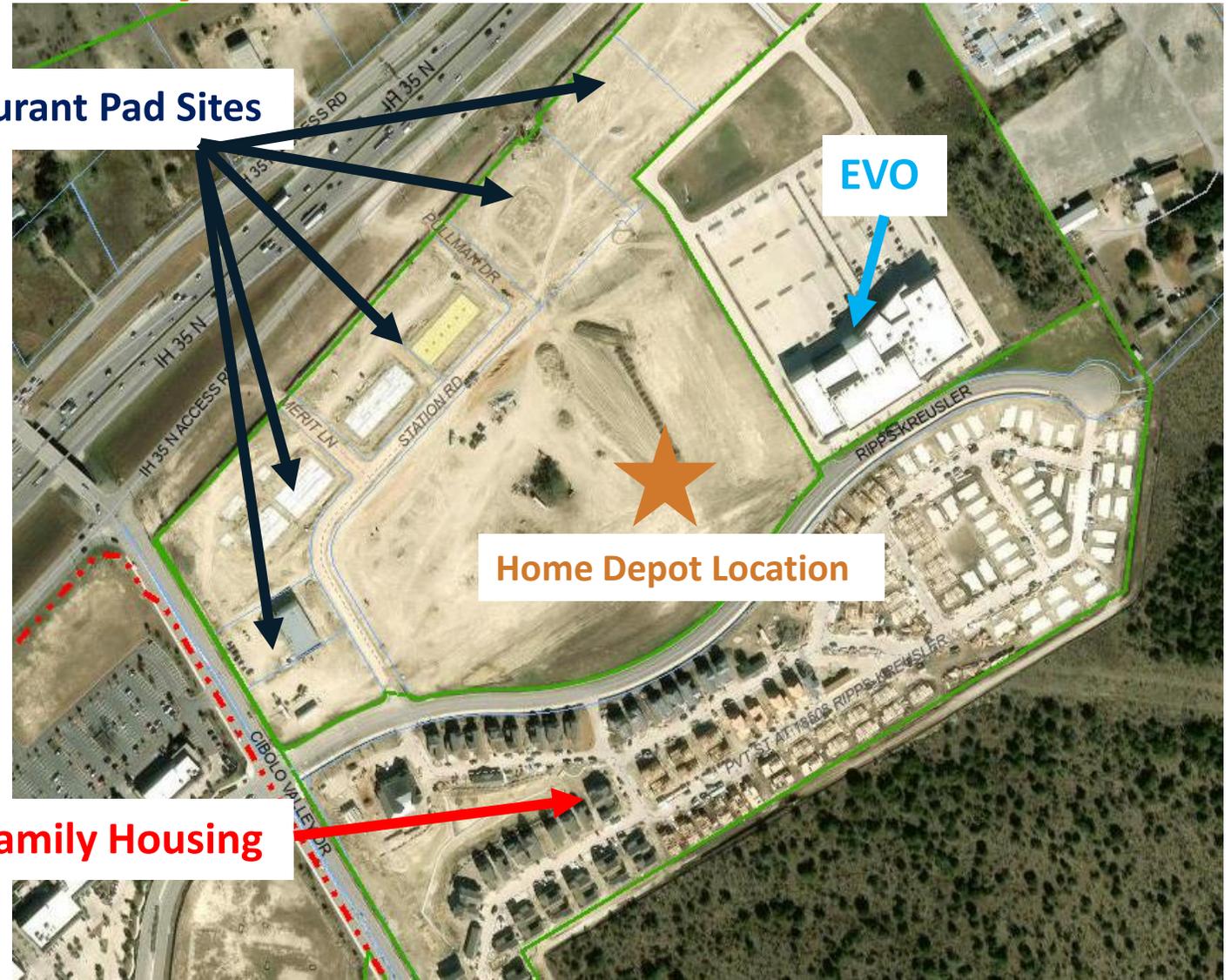
- Schertz Station Subdivision
  - mixed-used subdivision with multifamily and retail / restaurant

Retail / Restaurant Pad Sites

EVO

Home Depot Location

Multifamily Housing



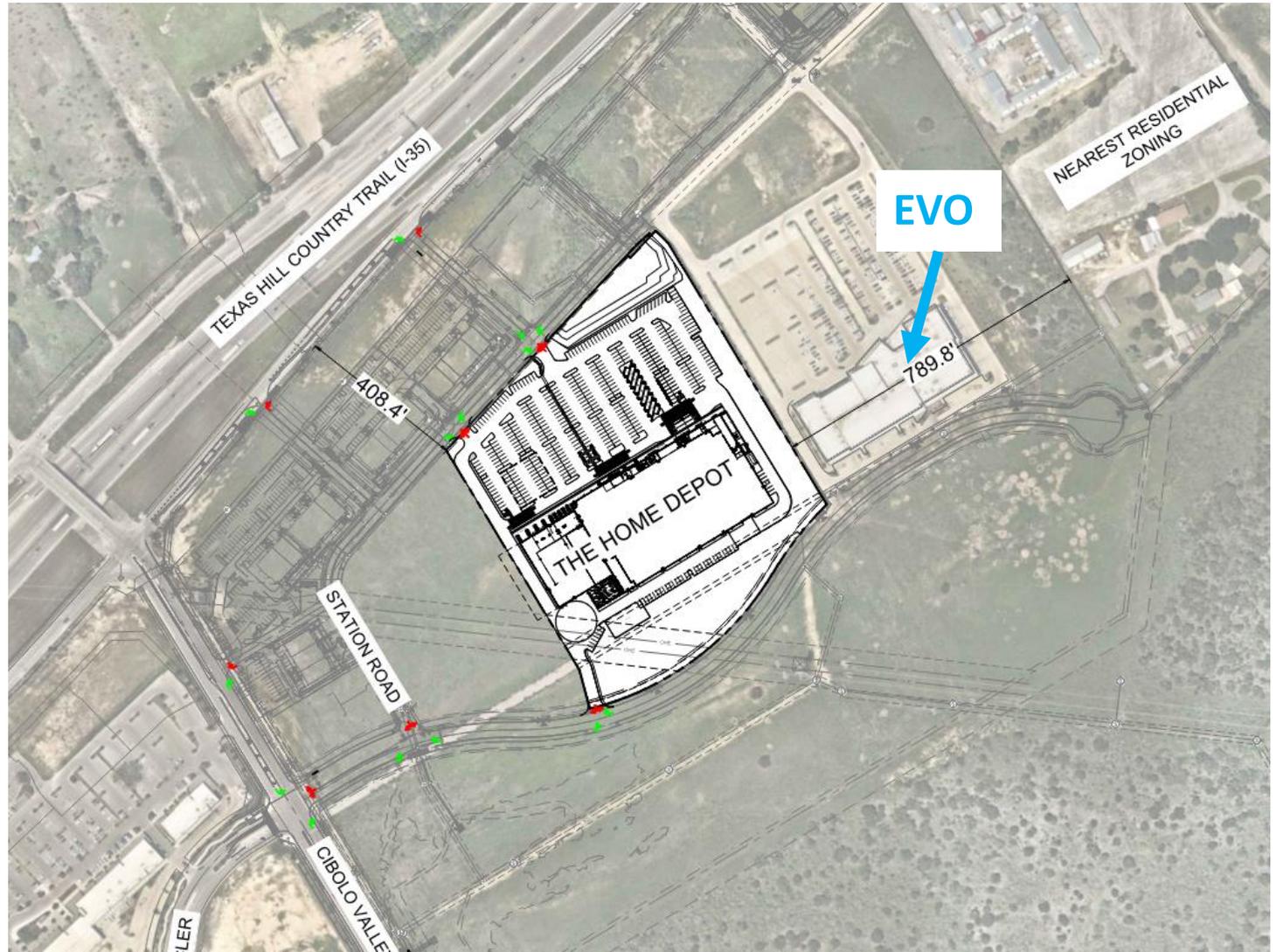
# UDC SECTION 21.11.15.C Waiver Considerations

1. That the granting of the waiver will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area
  - Not detrimental to the health, safety and general welfare.
  - Home Depot - anchor tenant
    - Drive commercial activity for the surrounding properties.

# UDC SECTION 21.11.15.C Waiver Considerations

2. Strict interpretation of the provisions of the section would deprive the applicant of rights commonly enjoyed by other nearby properties with the same land use that would comply with the same provisions.

- EVO site
  - Similar location in relation to IH-35
  - Allowed 478 sq. ft. sign
  - PDD - 2018



# UDC SECTION 21.11.15.C Waiver Considerations

2. Strict interpretation of the provisions of the section would deprive the applicant of rights commonly enjoyed by other nearby properties with the same land use that would comply with the same provisions.

OVERALL SIZE OF SIGNS: (SQUARE FOOTAGE) 343.40 SQ. FT. & 343.40 SQ.FT.

- HEB site

- Similar site
- Allowed 10 total signs
- Total Approx. 1221 sq. ft
- Variance - 2013

182.84 SQ. FT.

59.57 SQ. FT.

58.72 SQ. FT.

59.45 SQ. FT.

50.83 SQ. FT. & 50.83 SQ. FT.

41.97 SQ. FT.

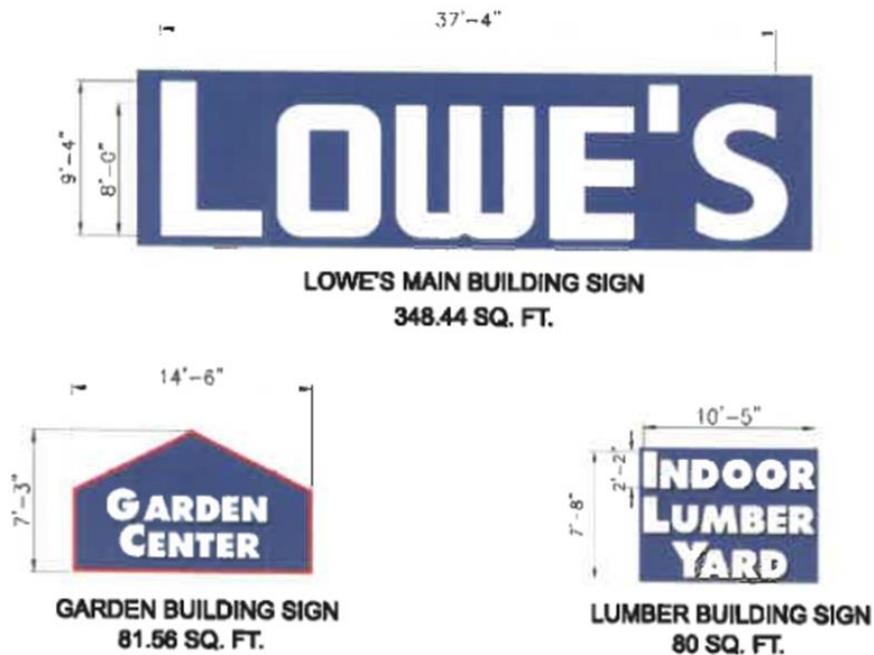
31.66 SQ. FT.



# UDC SECTION 21.11.15.C Waiver Considerations

2. Strict interpretation of the provisions of the section would deprive the applicant of rights commonly enjoyed by other nearby properties with the same land use that would comply with the same provisions.

- Lowes site
  - Similar site
  - Total Approx. 510 sq. ft
  - Variance - 2007



# UDC SECTION 21.11.15.C Waiver Considerations

2. Strict interpretation of the provisions of the section would deprive the applicant of rights commonly enjoyed by other nearby properties with the same land use that would comply with the same provisions.

- Walmart site
  - Similar site
  - Total 1,113 sq. ft.
  - Variance - 2004

SIGN	UDC REQUIREMENTS	REQUESTED	VARIANCE
Wall Sign	10% of wall surface or 100 sq. ft. Due to the size of the project, Staff recommends calculating the signage at 10%, which is 2,772.	The applicant is requesting 1,113 sq. ft. of wall signage.	The request exceeds the 100 sq. ft. maximum. The variance is to allow 1,013 sq. ft. of building signage.



# Recommendation

## Staff Recommendation

- Staff does not support the request to increase allowable wall signage space to 580 square feet.
- Staff does support increasing wall signage space to 350 square feet
  - IH-35 roadway classification + 100,000 sq. ft. building.

Wall Sign Standards		
Roadway Classification	Max Area sq. ft.(per facade)	Maximum Number of façades with signage
Interstates & Farm to Market Roads	250	3 per building or tenant
All Others	100	3 per building or tenant

1. Roadway Classification is determined by the address of the building or unit and applies to each allowable sign.
2. Buildings over 100,000 square feet are allowed an additional 100 square feet of maximum signage area.

# UDC 21.4.14.D Appeals

City Council may:

- Affirm the Planning and Zoning Commission decision
  - Home Depot would only be allowed 200 sq. ft.
- Reverse or modify the decision
  - Staff's recommendation, or
  - Applicant's request, or
  - City Council's discretion

CITY COUNCIL MEMORANDUM

**City Council Meeting:** September 02, 2025  
**Department:** Finance  
**Subject:** Ordinance 25-T-033 – Conduct a Public Hearing and approve an Ordinance approving the appraisal roll; setting the tax rate; levying and assessing general and special ad valorem taxes for the use and support of the municipal government of the City of Schertz, Texas (S.Gonzalez/J.Walters)

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**BACKGROUND**

At the August 5, 2025 Council meeting, the City Council, by record vote, established a proposed preliminary maximum tax rate of \$0.5350, per \$100 of value, with the M&O rate at \$0.3669 and the I&S portion of \$0.1681. This rate was under the Voter-Approval rate but greater than the No-New-Revenue rate. The rate was set to give council flexibility in discussion of the budget impacts of various tax rates.

On August 19, 2025, Council adopted a Budget that is funded at the rate of \$0.5118 which is above the No-New-Revenue Rate but lower than the Voter-Approval Rate.

The No-New-Revenue rate is a rate calculated per state regulations that would raise the same amount of property taxes on properties that existed in the 2024 tax year while the Voter-Approval Rate is the highest rate Council can adopt without holding an election on the tax rate.

In accordance with Chapter 26.05(d) of the State’s Property Tax Code, a governing body must hold a public hearing on the tax rate if the proposed tax rate exceeds the lower of the No-New-Revenue or Voter-Approval Tax Rate. In this case, a public hearing is required as the proposed rate does exceed the No-New-Revenue rate.

During the tax rate adoption motion Council can approve a lower rate, however they will not be able to approve a rate higher than this without republishing the notices and holding additional public hearings. Due to timing constraints set by the State Tax Code 26.05(a), the latest council could set a new preliminary rate is September 2, 2025 without calling special meetings or declaring an emergency.

Per Sec 26.05(b) of the Tax Code, the tax rate can only be adopted with more than 60% of the votes in favor of the proposed tax rate if the motion would raise the tax rate higher than the No-New-Revenue rate of \$0.5064. Since Schertz has 7 voting councilmembers, 5 members must vote in favor of the tax rate for it to pass.

**GOAL**

To adopt a tax rate in compliance with state statutes and the City Charter.

**COMMUNITY BENEFIT**

The programs funded by this tax rate will provide additional benefits and service levels to the community.

### **SUMMARY OF RECOMMENDED ACTION**

Staff recommends adoption of the tax rate of \$0.5118

### **FISCAL IMPACT**

The Proposed Tax Rate of \$0.5118 rate will raise more total property taxes than last year by \$1,597,093, or a 5.8% increase, and of that amount, \$1,205,226 is tax revenue to be raised from new property added to the tax roll this year.

	<b>Total Tax Rate</b>	M&O Rate	I&S Rate	<b>% Change</b>
<b>Proposed Rate</b>	<b>\$0.5118</b>	\$0.3437	\$0.1681	<b>1.1%</b>
<b>No-New-Revenue</b>	<b>\$0.5064</b>	\$0.3383	\$0.1681	<b>0.0%</b>
<b>Voter-Approval</b>	<b>\$0.5350</b>	\$0.3669	\$0.1681	<b>5.6%</b>

### **RECOMMENDATION**

Staff recommends that the City Council approve Ordinance No. 25-T-033 approving the Fiscal Year 2025-26 Proposed Tax Rate.

### **MOTION LANGUAGE:**

**“I move that the property tax rate be increased by the adoption of a tax rate of \$0.5118, which is effectively a 1.1% increase in the tax rate.”**

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### **Attachments**

Ordinance 25-T-033 Adopting the Tax Rate

Taxpayer Impact Statement

Schertz Tax Rate Calculation 2025

City Council Tax Rate Presentation

**ORDINANCE NO. 25-T-033**

**AN ORDINANCE APPROVING THE APPRAISAL ROLL; SETTING THE TAX RATE; LEVYING AND ASSESSING GENERAL AND SPECIAL AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF SCHERTZ, TEXAS; APPORTIONING THE LEVIES FOR SPECIFIC PURPOSES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager of the City of Schertz submitted a tax rate proposal to the City Council prior to the beginning of the fiscal year, and in said tax rate proposal set forth the estimated necessary tax rate required to provide adequate revenues for the general use and support of the Municipal Government of the City of Schertz Texas; and

**WHEREAS**, the City Council finds that all provisions pertaining to the adoption of an ad valorem tax rate have been in all things complied with; and

**WHEREAS**, a Public hearing was held by the City Council of the City of Schertz on the 2<sup>nd</sup> day of September 2025; and

**WHEREAS**, after a full and final consideration, the City Council is of the opinion the tax rate and ad valorem tax appraisal roll should be approved and adopted; and

**WHEREAS**, the taxes have been levied in accordance with the adopted 2025-26 budget as required by state law;

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

Section 1. The ad valorem tax appraisal roll and effective tax rate information as presented by the tax assessor for the tax year 2025, be and is hereby in all things approved and adopted.

Section 2. This tax rate will not raise more taxes for Maintenance and Operations than last year's tax rate.

Section 3. The tax rate will effectively increase and will raise taxes for maintenance and operations on a \$100,000 home by approximately \$2.30.

Section 4. There is hereby levied and assessed and there shall be collected for the tax year 2025 for the general use and support of the Municipal Government of the City of Schertz, Texas a total ad valorem tax of Fifty-One and Eighteen Cents (\$0.5118) on each One Hundred Dollars (\$100.00) of valuation of property – real and personal – within the corporate limits of the City of Schertz, Texas, subject to taxation. The assessment ratio shall be One Hundred percent (100%).

Section 5. The City Council of the City of Schertz, Texas, does hereby levy or adopt the tax

rate on \$100.00 valuation for this city for tax year 2025 as follows:

0.3437	for the purpose of maintenance and operation
<u>0.1681</u>	for the payment of principal and interest on debt
0.5118	total tax rate

Section 6. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of the ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 7. This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

Section 8. Ad valorem taxes for the year are due and payable on October 1, 2025 and shall become delinquent after January 31, 2026. A delinquent tax shall incur all penalty and interest authorized by state law, Section 33.01 of the Property Tax Code. Taxes that remain delinquent on and after July 1, 2026, incur an additional penalty of 15% of the amount of the taxes, penalty and interest due, such additional penalty to defray the cost of collection as authorized in Section 6.30 of the Property Tax Code. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

Section 9. Taxes are payable at the office of the counties of Comal, Bexar and Guadalupe.

PASSED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF SCHERTZ, TEXAS**

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

ATTEST:

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

Median Valued Homestead	Estimated Tax Bill
2024 = \$341,902	\$1,675.32
2025 = \$331,835	\$1,698.33

\*2025 Estimated tax bill is based on the proposed tax rate of \$0.5118

# 2025 Tax Rate Calculation Worksheet

## Taxing Units Other Than School Districts or Water Districts

Form 50-856

Taxing Unit Name

Phone (area code and number)

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

### SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	<b>Prior year total taxable value.</b> Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). <sup>1</sup>	\$ _____
2.	<b>Prior year tax ceilings.</b> Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$ _____
3.	<b>Preliminary prior year adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$ _____
4.	<b>Prior year total adopted tax rate.</b>	\$ _____ /\$100
5.	<b>Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.</b> <b>A. Original prior year ARB values:</b> ..... \$ _____ <b>B. Prior year values resulting from final court decisions:</b> ..... - \$ _____ <b>C. Prior year value loss.</b> Subtract B from A. <sup>3</sup>	\$ _____
6.	<b>Prior year taxable value subject to an appeal under Chapter 42, as of July 25.</b> <b>A. Prior year ARB certified value:</b> ..... \$ _____ <b>B. Prior year disputed value:</b> ..... - \$ _____ <b>C. Prior year undisputed value.</b> Subtract B from A. <sup>4</sup>	\$ _____
7.	<b>Prior year Chapter 42 related adjusted values.</b> Add Line 5C and Line 6C.	\$ _____

<sup>1</sup> Tex. Tax Code §26.012(14)

<sup>2</sup> Tex. Tax Code §26.012(14)

<sup>3</sup> Tex. Tax Code §26.012(13)

<sup>4</sup> Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	<b>Prior year taxable value, adjusted for actual and potential court-ordered adjustments.</b> Add Line 3 and Line 7.	\$ _____
9.	<b>Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024.</b> Enter the prior year value of property in deannexed territory. <sup>5</sup>	\$ _____
10.	<p><b>Prior year taxable value lost because property first qualified for an exemption in the current year.</b> If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.</p> <p><b>A. Absolute exemptions.</b> Use prior year market value: ..... \$ _____</p> <p><b>B. Partial exemptions.</b> Current year exemption amount or current year percentage exemption times prior year value: ..... + \$ _____</p> <p><b>C. Value loss.</b> Add A and B.<sup>6</sup></p>	\$ _____
11.	<p><b>Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year.</b> Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year.</p> <p><b>A. Prior year market value:</b> ..... \$ _____</p> <p><b>B. Current year productivity or special appraised value:</b> ..... - \$ _____</p> <p><b>C. Value loss.</b> Subtract B from A.<sup>7</sup></p>	\$ _____
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C and 11C.	\$ _____
13.	<b>Prior year captured value of property in a TIF.</b> Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. <sup>8</sup> If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ _____
14.	<b>Prior year total value.</b> Subtract Line 12 and Line 13 from Line 8.	\$ _____
15.	<b>Adjusted prior year total levy.</b> Multiply Line 4 by Line 14 and divide by \$100.	\$ _____
16.	<b>Taxes refunded for years preceding the prior tax year.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. <sup>9</sup>	\$ _____
17.	<b>Adjusted prior year levy with refunds and TIF adjustment.</b> Add Lines 15 and 16. <sup>10</sup>	\$ _____
18.	<p><b>Total current year taxable value on the current year certified appraisal roll today.</b> This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.<sup>11</sup></p> <p><b>A. Certified values:</b> ..... \$ _____</p> <p><b>B. Counties:</b> Include railroad rolling stock values certified by the Comptroller's office: ..... + \$ _____</p> <p><b>C. Pollution control and energy storage system exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - \$ _____</p> <p><b>D. Tax increment financing:</b> Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.<sup>12</sup> ..... - \$ _____</p> <p><b>E. Total current year value.</b> Add A and B, then subtract C and D.</p>	\$ _____

<sup>5</sup> Tex. Tax Code §26.012(15)

<sup>6</sup> Tex. Tax Code §26.012(15)

<sup>7</sup> Tex. Tax Code §26.012(15)

<sup>8</sup> Tex. Tax Code §26.03(c)

<sup>9</sup> Tex. Tax Code §26.012(13)

<sup>10</sup> Tex. Tax Code §26.012(13)

<sup>11</sup> Tex. Tax Code §26.012, 26.04(c-2)

<sup>12</sup> Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	<p><b>Total value of properties under protest or not included on certified appraisal roll.</b> <sup>13</sup></p> <p><b>A. Current year taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district’s value and the taxpayer’s claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. <sup>14</sup> ..... \$ _____</p> <p><b>B. Current year value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. <sup>15</sup> ..... + \$ _____</p> <p><b>C. Total value under protest or not certified.</b> Add A and B. \$ _____</p>	
20.	<b>Current year tax ceilings.</b> Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. <sup>16</sup>	\$ _____
21.	<b>Current year total taxable value.</b> Add Lines 18E and 19C. Subtract Line 20. <sup>17</sup>	\$ _____
22.	<b>Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.</b> Include both real and personal property. Enter the current year value of property in territory annexed. <sup>18</sup>	\$ _____
23.	<b>Total current year taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for the current year. <sup>19</sup>	\$ _____
24.	<b>Total adjustments to the current year taxable value.</b> Add Lines 22 and 23.	\$ _____
25.	<b>Adjusted current year taxable value.</b> Subtract Line 24 from Line 21.	\$ _____
26.	<b>Current year NNR tax rate.</b> Divide Line 17 by Line 25 and multiply by \$100. <sup>20</sup>	\$ _____ / \$100
27.	<b>COUNTIES ONLY.</b> Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. <sup>21</sup>	\$ _____ / \$100

**SECTION 2: Voter-Approval Tax Rate**

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit’s debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit’s debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	<b>Prior year M&amp;O tax rate.</b> Enter the prior year M&O tax rate.	\$ _____ / \$100
29.	<b>Prior year taxable value, adjusted for actual and potential court-ordered adjustments.</b> Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____

<sup>13</sup> Tex. Tax Code §26.01(c) and (d)  
<sup>14</sup> Tex. Tax Code §26.01(c)  
<sup>15</sup> Tex. Tax Code §26.01(d)  
<sup>16</sup> Tex. Tax Code §26.012(6)(B)  
<sup>17</sup> Tex. Tax Code §26.012(6)  
<sup>18</sup> Tex. Tax Code §26.012(17)  
<sup>19</sup> Tex. Tax Code §26.012(17)  
<sup>20</sup> Tex. Tax Code §26.04(c)  
<sup>21</sup> Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	<b>Total prior year M&amp;O levy.</b> Multiply Line 28 by Line 29 and divide by \$100	\$ _____
31.	<p><b>Adjusted prior year levy for calculating NNR M&amp;O rate.</b></p> <p><b>A. M&amp;O taxes refunded for years preceding the prior tax year.</b> Enter the amount of M&amp;O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2024. This line applies only to tax years preceding the prior tax year..... + \$ _____</p> <p><b>B. Prior year taxes in TIF.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0..... - \$ _____</p> <p><b>C. Prior year transferred function.</b> If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. .... +/- \$ _____</p> <p><b>D. Prior year M&amp;O levy adjustments.</b> Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function..... \$ _____</p> <p><b>E.</b> Add Line 30 to 31D.</p>	\$ _____
32.	<b>Adjusted current year taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
33.	<b>Current year NNR M&amp;O rate (unadjusted).</b> Divide Line 31E by Line 32 and multiply by \$100.	\$ _____ /\$100
34.	<p><b>Rate adjustment for state criminal justice mandate.</b> <sup>23</sup></p> <p><b>A. Current year state criminal justice mandate.</b> Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ _____</p> <p><b>B. Prior year state criminal justice mandate.</b> Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies..... - \$ _____</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100..... \$ _____ /\$100</p> <p><b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ _____ /\$100
35.	<p><b>Rate adjustment for indigent health care expenditures.</b> <sup>24</sup></p> <p><b>A. Current year indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. \$ _____</p> <p><b>B. Prior year indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state assistance received for the same purpose..... - \$ _____</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100..... \$ _____ / \$100</p> <p><b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ _____ /\$100

<sup>22</sup> [Reserved for expansion]

<sup>23</sup> Tex. Tax Code §26.044

<sup>24</sup> Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	<p><b>Rate adjustment for county indigent defense compensation.</b> <sup>25</sup></p> <p><b>A. Current year indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender’s office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose..... \$ _____</p> <p><b>B. Prior year indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender’s office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state grants received by the county for the same purpose..... \$ _____</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100..... \$ _____/\$100</p> <p><b>D.</b> Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ _____/\$100</p> <p><b>E.</b> Enter the lesser of C and D. If not applicable, enter 0.</p>	\$ _____/\$100
37.	<p><b>Rate adjustment for county hospital expenditures.</b> <sup>26</sup></p> <p><b>A. Current year eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year..... \$ _____</p> <p><b>B. Prior year eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. .... \$ _____</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100..... \$ _____/\$100</p> <p><b>D.</b> Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ _____/\$100</p> <p><b>E.</b> Enter the lesser of C and D, if applicable. If not applicable, enter 0.</p>	\$ _____/\$100
38.	<p><b>Rate adjustment for defunding municipality.</b> This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.</p> <p><b>A. Amount appropriated for public safety in the prior year.</b> Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year ..... \$ _____</p> <p><b>B. Expenditures for public safety in the prior year.</b> Enter the amount of money spent by the municipality for public safety during the preceding fiscal year..... \$ _____</p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100 ..... \$ _____/\$100</p> <p><b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ _____/\$100
39.	<p><b>Adjusted current year NNR M&amp;O rate.</b> Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.</p>	\$ _____/\$100
40.	<p><b>Adjustment for prior year sales tax specifically to reduce property taxes.</b> Cities, counties and hospital districts that collected and spent additional sales tax on M&amp;O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero.</p> <p><b>A.</b> Enter the amount of additional sales tax collected and spent on M&amp;O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent ..... \$ _____</p> <p><b>B.</b> Divide Line 40A by Line 32 and multiply by \$100 ..... \$ _____/\$100</p> <p><b>C.</b> Add Line 40B to Line 39.</p>	\$ _____/\$100
41.	<p><b>Current year voter-approval M&amp;O rate.</b> Enter the rate as calculated by the appropriate scenario below.</p> <p><b>Special Taxing Unit.</b> If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.</p> <p>- or -</p> <p><b>Other Taxing Unit.</b> If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.</p>	\$ _____/\$100

<sup>25</sup> Tex. Tax Code §26.0442

<sup>26</sup> Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	<p><b>Disaster Line 41 (D41): Current year voter-approval M&amp;O rate for taxing unit affected by disaster declaration.</b> If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of</p> <p>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or</p> <p>2) the third tax year after the tax year in which the disaster occurred</p> <p>If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. <sup>27</sup> If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).</p>	\$ _____ /\$100
42.	<p><b>Total current year debt to be paid with property taxes and additional sales tax revenue.</b> Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes,</p> <p>(2) are secured by property taxes,</p> <p>(3) are scheduled for payment over a period longer than one year, and</p> <p>(4) are not classified in the taxing unit’s budget as M&amp;O expenses.</p> <p><b>A. Debt</b> also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. <sup>28</sup></p> <p>Enter debt amount ..... \$ _____</p> <p><b>B. Subtract unencumbered fund amount</b> used to reduce total debt. .... - \$ _____</p> <p><b>C. Subtract certified amount spent from sales tax to reduce debt</b> (enter zero if none) ..... - \$ _____</p> <p><b>D. Subtract amount paid</b> from other resources ..... - \$ _____</p> <p><b>E. Adjusted debt.</b> Subtract B, C and D from A. ....</p>	\$ _____
43.	<b>Certified prior year excess debt collections.</b> Enter the amount certified by the collector. <sup>29</sup>	\$ _____
44.	<b>Adjusted current year debt.</b> Subtract Line 43 from Line 42E.	\$ _____
45.	<p><b>Current year anticipated collection rate.</b></p> <p><b>A.</b> Enter the current year anticipated collection rate certified by the collector. <sup>30</sup>..... _____ %</p> <p><b>B.</b> Enter the prior year actual collection rate..... _____ %</p> <p><b>C.</b> Enter the 2023 actual collection rate..... _____ %</p> <p><b>D.</b> Enter the 2022 actual collection rate..... _____ %</p> <p><b>E.</b> If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. <sup>31</sup></p>	_____ %
46.	<b>Current year debt adjusted for collections.</b> Divide Line 44 by Line 45E.	\$ _____
47.	<b>Current year total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
48.	<b>Current year debt rate.</b> Divide Line 46 by Line 47 and multiply by \$100.	\$ _____ /\$100
49.	<b>Current year voter-approval M&amp;O rate plus current year debt rate.</b> Add Lines 41 and 48.	\$ _____ /\$100
D49.	<p><b>Disaster Line 49 (D49): Current year voter-approval tax rate for taxing unit affected by disaster declaration.</b> Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.</p>	\$ _____ /\$100

<sup>27</sup> Tex. Tax Code §26.042(a)  
<sup>28</sup> Tex. Tax Code §26.012(7)  
<sup>29</sup> Tex. Tax Code §26.012(10) and 26.04(b)  
<sup>30</sup> Tex. Tax Code §26.04(b)  
<sup>31</sup> Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	<b>COUNTIES ONLY.</b> Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$ _____ /\$100

**SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes**

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	<b>Taxable Sales.</b> For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. <sup>32</sup> Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ _____
52.	<b>Estimated sales tax revenue.</b> Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. <sup>33</sup> <b>Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.</b> Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. <sup>34</sup> <b>- or -</b> <b>Taxing units that adopted the sales tax before November of the prior year.</b> Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ _____
53.	<b>Current year total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
54.	<b>Sales tax adjustment rate.</b> Divide Line 52 by Line 53 and multiply by \$100.	\$ _____ /\$100
55.	<b>Current year NNR tax rate, unadjusted for sales tax.</b> <sup>35</sup> Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ /\$100
56.	<b>Current year NNR tax rate, adjusted for sales tax.</b> <b>Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.</b> Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	\$ _____ /\$100
57.	<b>Current year voter-approval tax rate, unadjusted for sales tax.</b> <sup>36</sup> Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ _____ /\$100
58.	<b>Current year voter-approval tax rate, adjusted for sales tax.</b> Subtract Line 54 from Line 57.	\$ _____ /\$100

**SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control**

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	<b>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ. <sup>37</sup> The taxing unit shall provide its tax assessor-collector with a copy of the letter. <sup>38</sup>	\$ _____
60.	<b>Current year total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
61.	<b>Additional rate for pollution control.</b> Divide Line 59 by Line 60 and multiply by \$100.	\$ _____ /\$100

<sup>32</sup> Tex. Tax Code §26.041(d)

<sup>33</sup> Tex. Tax Code §26.041(i)

<sup>34</sup> Tex. Tax Code §26.041(d)

<sup>35</sup> Tex. Tax Code §26.04(c)

<sup>36</sup> Tex. Tax Code §26.04(c)

<sup>37</sup> Tex. Tax Code §26.045(d)

<sup>38</sup> Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
62.	<b>Current year voter-approval tax rate, adjusted for pollution control.</b> Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ _____ /\$100

**SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate**

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.<sup>39</sup> The Foregone Revenue Amount for each year is equal to that year’s adopted tax rate subtracted from that year’s voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year’s current total value.<sup>40</sup>

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;<sup>41</sup>
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);<sup>42</sup> or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.<sup>43</sup>

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.<sup>44</sup>

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	<b>Year 3 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value</b> A. Voter-approval tax rate (Line 67) ..... B. Unused increment rate (Line 66) ..... C. Subtract B from A ..... D. Adopted Tax Rate ..... E. Subtract D from C ..... F. 2024 Total Taxable Value (Line 60) ..... G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero .....	\$ _____ /\$100 \$ _____ /\$100 \$ _____ /\$100 \$ _____ /\$100 \$ _____ /\$100 \$ _____ \$ _____
64.	<b>Year 2 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value</b> A. Voter-approval tax rate (Line 67) ..... B. Unused increment rate (Line 66) ..... C. Subtract B from A ..... D. Adopted Tax Rate ..... E. Subtract D from C ..... F. 2023 Total Taxable Value (Line 60) ..... G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero .....	\$ _____ /\$100 \$ _____ /\$100 \$ _____ /\$100 \$ _____ /\$100 \$ _____ /\$100 \$ _____ \$ _____
65.	<b>Year 1 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value</b> A. Voter-approval tax rate (Line 67) ..... B. Unused increment rate (Line 66) ..... C. Subtract B from A ..... D. Adopted Tax Rate ..... E. Subtract D from C ..... F. 2022 Total Taxable Value (Line 60) ..... G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero .....	\$ _____ /\$100 \$ _____ /\$100 \$ _____ /\$100 \$ _____ /\$100 \$ _____ /\$100 \$ _____ \$ _____
66.	<b>Total Foregone Revenue Amount.</b> Add Lines 63G, 64G and 65G	\$ _____
67.	<b>2025 Unused Increment Rate.</b> Divide Line 66 by Line 21 of the <i>No-New-Revenue Rate Worksheet</i> . Multiply the result by 100	\$ _____ /\$100
68.	<b>Total 2025 voter-approval tax rate, including the unused increment rate.</b> Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	\$ _____ /\$100

<sup>39</sup> Tex. Tax Code §26.013(b)  
<sup>40</sup> Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)  
<sup>41</sup> Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)  
<sup>42</sup> Tex. Tax Code §§26.0501(a) and (c)  
<sup>43</sup> Tex. Local Gov’t Code §120.007(d)  
<sup>44</sup> Tex. Local Gov’t Code §120.007(d)

**SECTION 6: De Minimis Rate**

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.<sup>44</sup> This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.<sup>45</sup>

Line	De Minimis Rate Worksheet	Amount/Rate
69.	<b>Adjusted current year NNR M&amp;O tax rate.</b> Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	
70.	<b>Current year total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
71.	<b>Rate necessary to impose \$500,000 in taxes.</b> Divide \$500,000 by Line 70 and multiply by \$100.	\$ _____/\$100
72.	<b>Current year debt rate.</b> Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ _____/\$100
73.	<b>De minimis rate.</b> Add Lines 69, 71 and 72.	\$ _____/\$100

**SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate**

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.<sup>48</sup>

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.<sup>49</sup>

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
74.	<b>2024 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____/\$100
75.	<b>Adjusted 2024 voter-approval tax rate.</b> Use the taxing unit’s Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2024 and the taxing unit calculated its 2024 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2024 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2024 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2024, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2024 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. <sup>50</sup> Enter the final adjusted 2024 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2024 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year’s worksheet.	\$ _____/\$100
76.	<b>Increase in 2024 tax rate due to disaster.</b> Subtract Line 75 from Line 74.	\$ _____/\$100
77.	<b>Adjusted 2024 taxable value.</b> Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
78.	<b>Emergency revenue.</b> Multiply Line 76 by Line 77 and divide by \$100.	\$ _____
79.	<b>Adjusted 2024 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
80.	<b>Emergency revenue rate.</b> Divide Line 78 by Line 79 and multiply by \$100. <sup>51</sup>	\$ _____/\$100

<sup>44</sup> Tex. Tax Code §26.04(c)(2)(B)  
<sup>45</sup> Tex. Tax Code §26.012(8-a)  
<sup>47</sup> Tex. Tax Code §26.063(a)(1)  
<sup>48</sup> Tex. Tax Code §26.042(b)  
<sup>49</sup> Tex. Tax Code §26.042(f)  
<sup>50</sup> Tex. Tax Code §26.42(c)  
<sup>51</sup> Tex. Tax Code §26.42(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
81.	<b>Current year voter-approval tax rate, adjusted for emergency revenue.</b> Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	\$ _____ /\$100

**SECTION 8: Total Tax Rate**

Indicate the applicable total tax rates as calculated above.

**No-new-revenue tax rate.** ..... \$ \_\_\_\_\_ /\$100  
 As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).  
 Indicate the line number used: \_\_\_\_\_

**Voter-approval tax rate.** ..... \$ \_\_\_\_\_ /\$100  
 As applicable, enter the current year voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue).  
 Indicate the line number used: \_\_\_\_\_

**De minimis rate.** ..... \$ \_\_\_\_\_ /\$100  
 If applicable, enter the current year de minimis rate from Line 73.

**SECTION 9: Taxing Unit Representative Name and Signature**

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit’s certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.<sup>52</sup>

**print here** ➔ \_\_\_\_\_  
 Printed Name of Taxing Unit Representative

**sign here** ➔ \_\_\_\_\_ Date \_\_\_\_\_

<sup>52</sup> Tex. Tax Code §§26.04(c-2) and (d-2)



# City Council Tax Rate Adoption

August 19, 2025

# 2025 Property Values

<b>2024 Taxable Value</b>	<b>\$5,563,014,685</b>
2025 Equivalent Taxable Value	\$5,480,002,657
2025 Change in Existing Value	<u>-\$83,012,028</u>
2025 New Development/Annexations	\$254,812,798
Total Taxable Value Change	\$171,800,770
2025 Total Taxable Value	\$5,734,815,455

# DVHS Update

DVHS	2021	2022	2023	2024	2025
Total Exempt	\$550,500,000	\$694,200,000	\$834,200,000	\$999,100,000	\$1,084,700,000
Taxes Forgone	\$2,819,000	\$3,436,000	\$4,064,000	\$4,868,000	\$5,735,000
Tax Rate w/o DVHS	\$0.4428	\$0.4234	\$0.4126	\$0.4107	\$0.4091

- 23% of Homesteads have a DVHS Exemption for 2025
- 55% of Homesteads have some DV Exemption for 2025



# 2025 Property Values – Impact Factors

- Increases in New Construction and Annexation
- Guadalupe County Residential Homestead value \$192,000,000 decrease, including new homes added. Revenue loss: \$640,000 at current rate
- DVHS Increase: 8.6%
- DVHS Retroactive Adjustment – Prior Year Refunds and Current Year Adjustments
  - Revenue loss \$675,000 General Fund

# TAX RATE DEFINITIONS

No New Revenue	The tax rate which will generate the same revenue for the city from property on the previous year's tax roll.
Voter Approval Rate	The rate if exceeded triggers an automatic election on the tax rate.
Current	The rate currently adopted by the City.
Proposed Tax Rate	The maximum rate set at which the final adopted rate cannot exceed.

# TAX RATE

Current	\$0.4900
No New Revenue	\$0.5064
Voter Approval (Highest Allowed)	\$0.5350
Proposed	\$0.5118
\$0.01 is equal to \$573,500 revenue or \$33.18 per year on the average home	

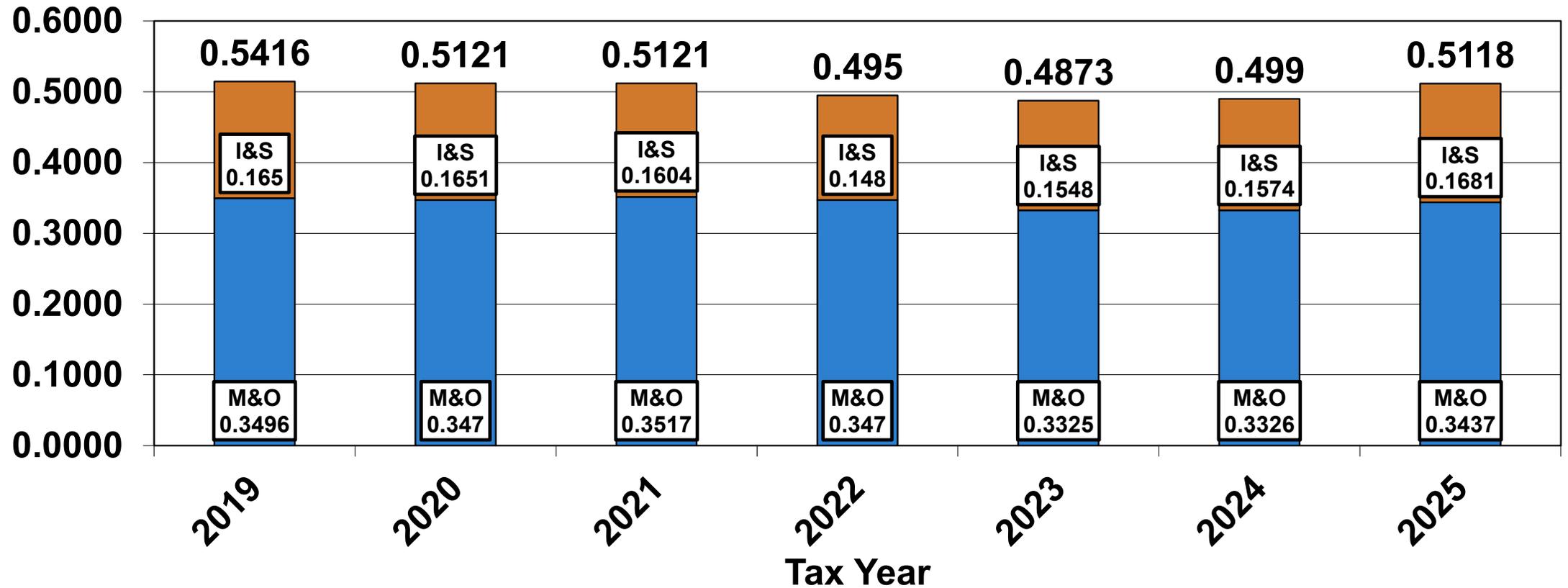
# TARGET TAX RATE

TAX RATE	CURRENT	PROPOSED TAX RATE	
M&O	\$0.3326	\$0.3437	For day-to-day operations
I&S	\$0.1574	\$0.1681	To pay the City's debt
<b>TOTAL</b>	<b>\$0.4900</b>	<b>\$0.5118</b>	

# FY 2025-26 City Tax Rate

Tax Rate Name	Tax Rate per \$100	Est. Tax Bill	Bill Increase	% Increase
No New Revenue	\$0.5064	\$1,680.41	--	--
Voter Approval	\$0.5350	\$1,746.11	\$94.91	5.6%
Proposed	\$0.5118	\$1,698.33	\$17.92	1.1%

# Historic Tax Rates – Total



# DISCUSSION

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** September 02, 2025  
**Department:** City Secretary  
**Subject:** Resolution 25-R-101 - Conduct a public hearing regarding annexation vs. land use regulation related to Resolution 25-R-101 Special Election for properties within a five-mile boundary of JBSA-Randolph (Mayor/B.James/S.Edmondson)

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**BACKGROUND**

On August 5, 2025, City Council passed Resolution 25-R-101 Ordering a Special Election on November 4, 2025, for the areas in the extra-territorial jurisdiction within the five-mile boundary of a military base to choose between either annexation or providing the municipality with the authority to adopt and enforce an ordinance regulating the land use in the area in the manner recommended by the most recent joint land use study. Residents of those areas will consider Proposition A and may select Option 1-Full annexation or Option 2-Authorize the city to regulate land use.

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**Attachments**

Resolution 25-R-101 Special Election  
Joint Land Use Study 2015

An aerial photograph of a suburban neighborhood at sunset. The scene is bathed in a warm, golden light. In the center, a prominent water tower stands out against the sky. The houses are densely packed, and a road with a few cars is visible in the foreground. The overall atmosphere is peaceful and serene.

# Special Election 2025

Resolution 25-R-101

Workshop: Land Uses

Sheila Edmondson | City Secretary

Brian James | Deputy City Manager

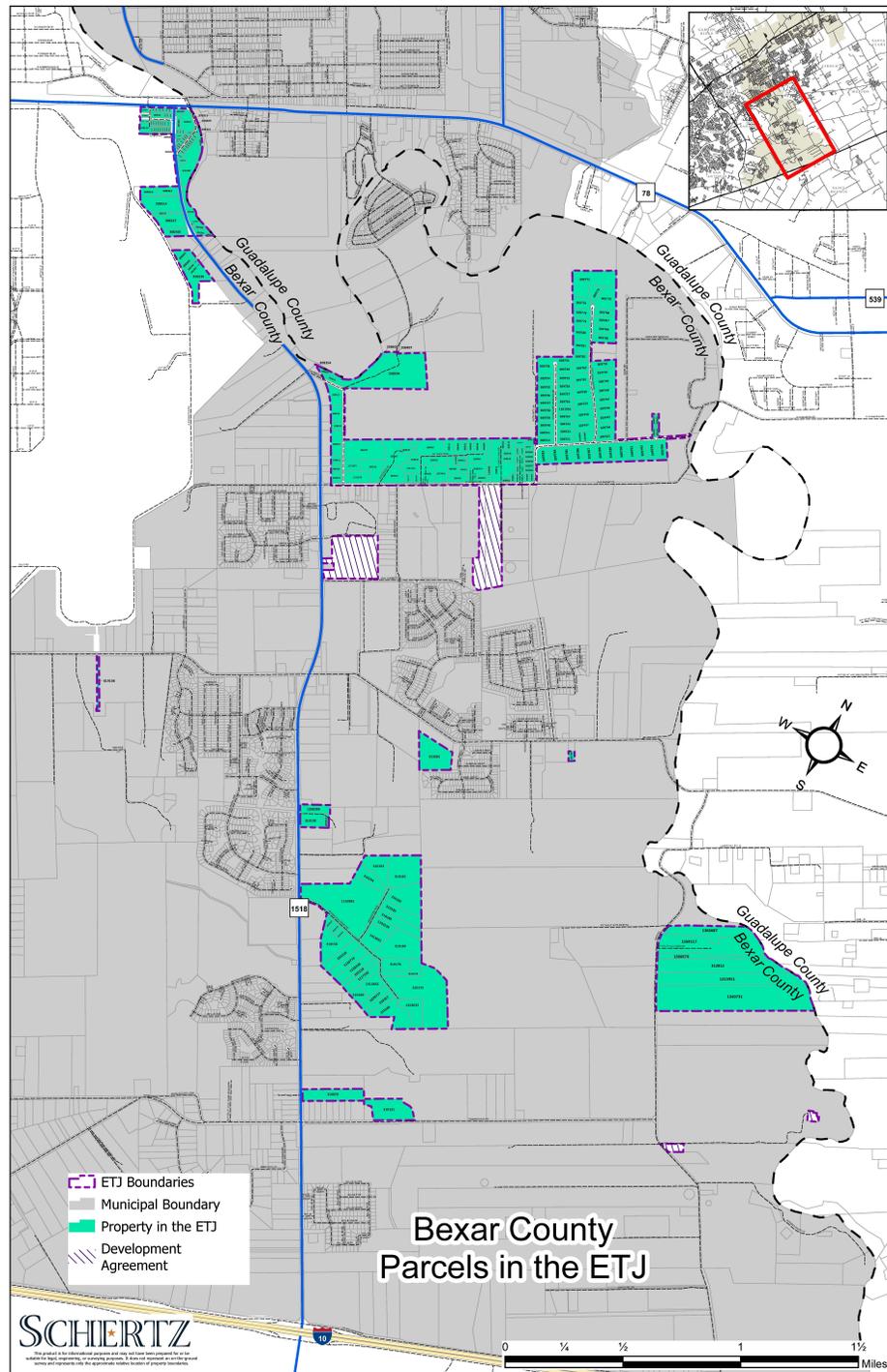
**SCHERTZ**  
COMMUNITY • SERVICE • OPPORTUNITY

# Special Election-Resolution 25-R-101

On August 5, 2025, The City Council of the City of Schertz passed Resolution 25-R-101. ordering a Special Election :

*“FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF A SPECIFIC AREA PURSUANT TO SECTION 43.0117, TEXAS LOCAL GOVERNMENT CODE, THE QUESTION OF WHETHER SUCH AREA, AS SITUATED WITHIN THE CITY OF SCHERTZ EXTRATERRITORIAL JURISDICTION AND WITHIN FIVE MILES OF THE JOINT BASE SAN ANTONIO RANDOLPH BOUNDARY, SHOULD BE ANNEXED INTO THE CITY, OR WHETHER THE CITY SHALL BE PROVIDED WITH THE AUTHORITY TO ADOPT AND ENFORCE AN ORDINANCE REGULATING THE LAND USE IN THE AREA IN THE MANNER RECOMMENDED BY THE MOST RECENT JOINT LAND USE STUDY.”*

Map of the properties in the city's extra territorial jurisdiction that are affected in Bexar County.



# City of Schertz Proposition A

**OPTION 1: YES ANNEXATION:** SHALL THE CITY OF SCHERTZ ANNEX FOR FULL PURPOSES CERTAIN AREAS IN THE CITY' S EXTRATERRITORIAL JURISDICTION WITHIN FIVE MILES OF THE BOUNDARY OF THE JOINT BASE SAN ANTONIO RANDOLPH?

- **Option 1** would authorize the City of Schertz to annex, for full-purpose annexation, certain areas in the city's extraterritorial jurisdiction within five miles of the boundary of the Joint Base San Antonio. The following services would be provided on the effective date of annexation.
- **Services include:** (A) police protection; (B) fire protection; (C) emergency medical services; (D) operation and maintenance of water and wastewater facilities in the annexed area; (E) operation and maintenance of roads and streets, including road and street lighting; (F) operation and maintenance of parks, playgrounds, and swimming pools; and (G) operation and maintenance of any other publicly owned facility, building, or service

# City of Schertz Proposition A

**OPTION 2: NO ANNEXATION BUT WITH LAND USE REGULATIONS:** SHALL THE CITY OF SCHERTZ BE PROVIDED WITH THE AUTHORITY TO ADOPT AND ENFORCE AN ORDINANCE REGULATING THE LAND USE IN THE CITY' S EXTRATERRITORIAL JURISDICTION WITHIN FIVE MILES OF THE BOUNDARY OF THE JOINT BASE SAN ANTONIO RANDOLPH IN THE MANNER RECOMMENDED BY THE MOST RECENT JOINT LAND USE STUDY, FOR THE PURPOSE OF PROTECTING THE MILITARY MISSIONS, AND INCLUDING THE AUTHORITY TO ADOPT AND IMPOSE RELATED FEES, FINES AND OTHER CHARGES?

- **Option 2** would authorize the City of Schertz, instead of annexation of the area, to adopt and enforce an ordinance regulating the land use (zoning) recommended by the most recent joint land use study.

# Election Results

- The option which receives the most votes will affect all the properties on the map.
- Leaving the ballot blank or voting for both Option 1 and 2 will result in authorization of Option 2.

# Notifications and Public Hearings

- A certified letter was sent out on Tuesday, August 12, 2025, to all the affected areas with a copy of Resolution 25-R-101, the explanation of the Special Election and the map of the areas that are affected in the city's extra territorial jurisdiction.
- A Notice of the November 4, 2025 Special Election will be published once in the San Antonio Newspaper on October 15, 2025.
- The City of Schertz will conduct two public hearings to be held on Tuesday, September 2, 2025, and on Tuesday, September 16, 2025 at the Schertz City Council Chambers.



# Regulating Land Uses - basis

- The most recent Joint Land Use Study (JLUS) was produced in July 2015
- It was adopted by the City of Schertz via Resolution 15-R-96
- If this option is chosen by the voters an ordinance adopting specific land use regulations supported by the JLUS is required.



# Regulating Land Uses - mechanism

- The mechanism for enforcing the land use regulations would be the requirement for property owners to obtain permits or approvals from the City prior to commencing construction and receiving a certificate of occupancy.
- Violations would be dealt with through the same process as in the rest of the city generally.



# Regulating Land Uses - scope

- Military Influence Area Subzones
  - Bird Air Strike Hazard (BASH) MIA Subzone
  - Vertical Obstruction MIA Subzone
  - Safety MIA Subzone
  - Noise MIA Subzone
- Enforcement of the applicable Strategies within the JLUS related to:
  - Generally, these are the "Zoning Ordinance/Subdivision Regulations" strategies but also may include other strategies that lead to UDC changes.



# Regulating Land Uses – Examples

- Potential regulations/restrictions include but are not limited to:
  - Prohibiting certain land uses within certain noise contours
  - Requiring sound attenuation within certain noise contours
  - Limitations on heights of structures
  - Restrictions on the use of cranes over a certain height during construction
  - Lighting restrictions
  - Limit density/floor area ratios (FAR)
  - Regulations to reduce Bird Airstrike Hazards (BASH)
  - General restrictions on type of land use



# Regulating Land Uses – Next Steps

- Staff recommends Council hold off making a final decision until hearing from impacted residents/property owners at the September public hearings.
- Based on that input Council could direct staff to develop a draft ordinance for presentation in October to provide clarity as to what will be regulated and how it will be enforced.

# JBSA-RANDOLPH



## JOINT LAND USE STUDY



# JBSA-RANDOLPH



## JOINT LAND USE STUDY

This study was prepared under contract with Bexar County, with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of the key JLUS partners involved in the development of this study and does not necessarily reflect the views of the Office of Economic Adjustment.

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**JBSA – RANDOLPH**  
**JOINT LAND USE STUDY**

**July 2015**

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*Prepared for:*

**County of Bexar  
Public Works Department  
233 N Pecos-La Trinidad Street, Suite 420  
San Antonio, Texas 78207  
P (210) 335-1243**



*Prepared by:*

**Matrix Design Group**



*Please see the next page.*

## Executive Committee

The Executive Committee (EC) served an active and important role in providing policy direction during the development of the Joint Base San Antonio (JBSA) Randolph Joint Land Use Study (JLUS). The Executive Committee comprised the following individuals:

**Tommy Adkisson**, *Commissioner*  
(Former)  
County of Bexar

**Tommy Calvert, Jr.**, *Commissioner*  
County of Bexar

**Judy Cope**, *Commissioner*  
County of Guadalupe

**Jeannette Crabb**, *Councilwoman*  
City of Seguin

**Phil Crane**, *Representative*  
Real Estate Council of San Antonio

**Tom Daly**, *Mayor*  
City of Selma

**Lloyd Doggett**, *Representative, District 35*  
U.S. House of Representatives

**Joe Farias**, *Representative, District 118*  
Texas House of Representatives

**Jim Fowler**, *Councilman*  
City of Schertz

**Gilbert Gonzalez**, *VP of Risk Management*  
San Antonio Board of Realtors

**Col. Gerald Goodfellow**, *Commander (former)*  
12<sup>th</sup> FTW, JBSA-Randolph

**Roland Gutierrez**, *Representative, District 119*,  
Texas House of Representatives

**Col. Matt Isler**, *Commander*  
12<sup>th</sup> FTW, JBSA-Randolph

**Lisa Jackson**, *Mayor*  
City of Cibolo

**Nadine Knaus**, *Mayor Pro-Tem*  
City of Garden Ridge

**BG Bob Labrutta**, *Commander*  
502 ABW, JBSA

**Ron Lozano**, *Support Specialist*  
FAA, Air Traffic Control Division

**Ruth Jones McClendon**, *Representative, District*  
120, Texas House of Representatives

**Robert Murdock**, *Office of Military Affairs*  
City of San Antonio

**Tim O’Krongley**, *Assistant Aviation Director*  
City of San Antonio

**Tim Pruski**, *Representative*  
Greater San Antonio Builders  
Association

**BGen Karen S. Rankin**, *Commissioner*  
USAF (Ret)  
Texas Military Preparedness  
Commission

**Darcie Schipull**, *Transportation*  
Planner Texas Department of  
Transportation

**Greg Seidenberger**, *Commissioner*  
County of Guadalupe

**Al Suarez**, *Mayor*  
City of Converse

**Rebecca Viagran**, *Councilwoman*  
District 3, City of San Antonio

**Scott Wayman**, *Assistant City*  
Manager  
City of Live Oak

**John Williams**, *Mayor*  
City of Universal City

**Jim Wolverton**, *Commissioner*  
County of Guadalupe



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## **EC Alternates**

**Nancy Cain**, Administrator  
City of Garden Ridge

**Pamela Centano**, Planning Assistant  
City of Seguin

**Timothy Ginn**, Program Manager, Office of the Governor,  
Texas Military Preparedness Commission

**Lisa Marie Gomez**, Director,  
District 35 U.S. House of Representatives  
Texas House of Representatives

**Julianna Gonzaba**, Chief of Staff,  
District 118

**Deborah Hosey**, Senior Executive Secretary  
City of San Antonio

**Felipe Jimenez**, Technical Director  
502 ABW, JBSA

**Amy Putney**, Chief of Staff  
County of Bexar

**Cavett McCrary**, Executive Assistant  
County of Bexar

**Marge Reyna**, Office Manager, District 120  
Texas House of Representatives

**Ken Roberts**, City Administrator  
City of Selma

**Francess Randall**, Representative  
County of Guadalupe

**Ryan Rocha**, Airport Operations Manager  
City of San Antonio

**Angela Shields**, CEO/ President  
San Antonio Board of Realtors

**Terry Trevino**, Director of Economic Development  
City of Seguin

**Margaret Wallace**, Chief of Staff, District 119  
Texas House of Representatives

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## **Advisory Committee**

The Advisory (AC) served a key role in the development of the JBSA-Randolph JLUS, providing the overall technical support, review, and guidance of the study. The Advisory Committee comprised the following individuals:

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**Michael Barrow**, District 35  
U.S. House of Representatives

**Robert Brach**, Development Services Engineer  
County of Bexar

**Bob Cantu**, Chief of Staff  
City of Schertz

**Billy Classen**, Representative  
Greater San Antonio Builders Association

**Rick Cortes**, Assistant City Manager  
City of Seguin

**Allen Dunn**, Representative  
County of Guadalupe

**Arthur Emerson**, Commissioner  
Texas Military Preparedness Commission

**Jesús Garza**, AICP, Office of Military Affairs  
City of San Antonio

**Gabriel Gonzales**, Community Planner  
JBSA

**Lt. Col. Courtney Hamilton**, 12<sup>th</sup> Operations  
Support Squadron 12<sup>TH</sup> FTW, JBSA-Randolph

**Robert Herrera**, City Manager  
City of Cibolo

**Richard Hetzel**, Representative  
County of Guadalupe

**Linda Jackson**, District 120  
Texas House of Representatives

**Dawn Ann Larios**, District 119  
Texas House of Representatives

**Christopher Looney**, Policy Administrator,  
Development Services, City of San Antonio

**Ron Lozano**, Support Specialist  
FAA, Air Traffic Control Division

**Jordan Matney**, Economic and Community  
Development Manager, City of Live Oak

**John McCaw**, Councilman  
City of Garden Ridge

**Michael Moore**, President  
Real Estate Council of San Antonio

**John Quintanilla**, Assistant City Manager  
City of Converse

---

**Ryan Rocha**, *Airport Operations Manager*  
*City of San Antonio*

**Michele Ross**, *Representative*  
*San Antonio Board of Realtors*

**Darcie Schipull**, *Transportation Planner*  
*Texas Department of Transportation*

**Kim Turner**, *Development Services Director*  
*City of Universal City*

**Larry Verner**, *Engineer*  
*City of Selma*

**Walt Williams**, *Representative*  
*County of Guadalupe*

**James Wimberley**, *502 CES/CENPL*  
*JBSA*

**AC Alternates**

**Lt. Col. Robin Baldwin**, *Director of Staff*  
*12<sup>th</sup> FTW, JBSA-Randolph*

**Timothy Ginn**, *Program Manager,*  
*Office of the Governor, Texas Military*  
*Preparedness Commission*

**J. Landon Kane**, *Representative*  
*Real Estate Council of San Antonio*

**Randy Luensmann**, *Director of Public Works*  
*City of Universal City*

**Nina Nixon-Mendez**, *AICP, Planning Administrator*  
*City of San Antonio*

**Kate Silvas**, *Executive Director, City of Converse*  
*Economic Development Corporation*

**Wiley Smith**, *AICP, Community Planner*  
*JBSA*

**Lesa Wood**, *Senior Planner*  
*City of Schertz*

**County of Bexar**



**Robert Brach, P.E.**, *Development Services Engineer*  
*County of Bexar Public Works*

**JLUS Consultant**



**Celeste Werner**, *AICP*  
*Project Manager*

**Mike Hrapla**  
*Deputy Project Manager*

**Rick Rust**, *AICP*  
*Technical Manager*

**Michele Zehr-Mora**  
*Planning Lead*

*Please see the next page.*

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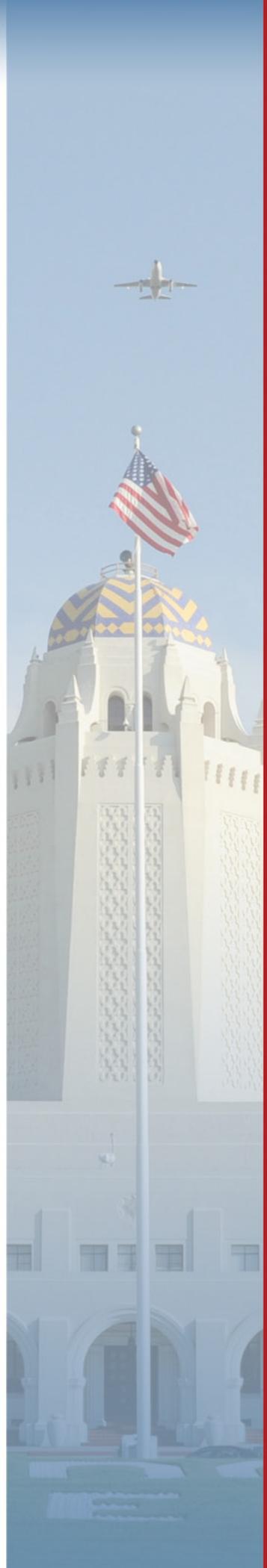
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**A**

A-	Alert Area
AC	Advisory Committee
Acq	Acquisition
AAFES	Army and Air Force Exchange Service
AE	Alternative Energy Development
ABW	Air Base Wing
AFB	Air Force Base
AGL	above ground level
AICUZ	Air Installation Compatible Use Zone
AHOD	Airport Hazard Overlay District
APZ	Accident Potential Zone
AT	Anti-Terrorism / Force Protection
ATCT	Air Traffic Control Tower
AT/FP	Anti-Terrorism / Force Protection

**B**

BASH	Bird Aircraft Strike Hazard
BRAC	Base Realignment and Closure

**C**

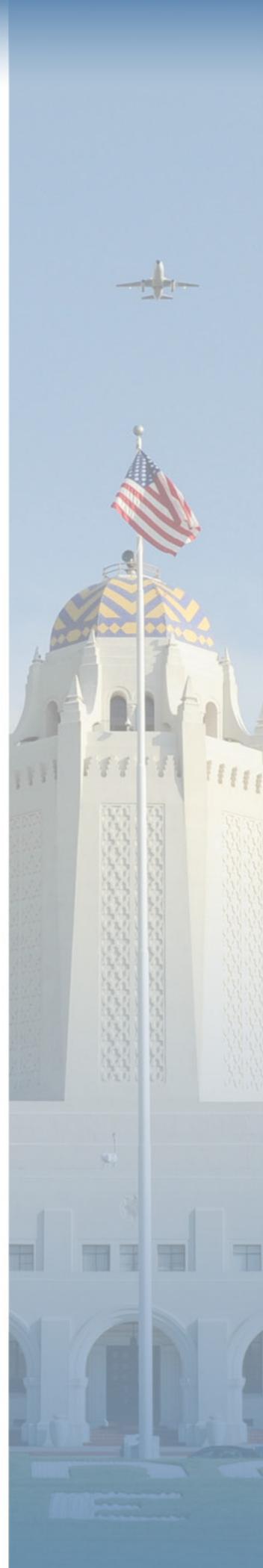
CCLUA	Controlled Compatible Land Use Area
CFR	Code of Federal Regulations
CIP	Capital Improvement Program
COM	Communication / Coordination
Comm	Communication and Coordination
CPS	City Public Service Energy
CY	Calendar Year
CZ	Clear Zone

**D**

dB	decibel
Disc	Real Estate Disclosures
DOD	Department of Defense
DNL	Day-night level
DSS	Dust, Smoke and Steam

**E**

EC	Executive Committee
ETJ	Extraterritorial Jurisdiction



## F

FAA	Federal Aviation Administration
FAR	Floor to Area Ratio
FM	Farm to Market
FTW	Flying Training Wing
FY	fiscal year

## G

GIS	Geographic Information System
-----	-------------------------------

## H

HA	Housing Availability
Hab	Habitat Conservation Tools
HQ	Headquarters

## I

I	Interstate
IE	Infrastructure Extensions
IFR	instrument flight rule

## J

JAZB	Joint Airport Zoning Board
JBSA-Randolph	Joint Base San Antonio-Randolph
JBSA-Seguin	Joint Base San Antonio-Seguin Auxiliary Airfield
JLUS	Joint Land Use Study

## L

LAS	Land, Air and Sea Space Competition
LEG	Legislative Initiatives
Leg	Legislative Tools
LG	Light and Glare
LU	Land Use

## M

MAOZ	Military Airport Overlay Zone
MIA	Military Influence Area
MIAOD	Military Influence Area Overlay District
MOA	Military operating area
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MSL	mean sea level
MTR	Military Training Route

## N

NGO	Nongovernmental Organization
NV	Noise and Vibration

## O

OEA	Office of Economic Adjustment
OFA	Object Free Area
OFZ	Obstacle Free Zone

## R

RA (R-)	Restricted Airspace
RC	Roadway Capacity
RECSA	Real Estate Council of San Antonio
RPZ	Runway Protection Zone
RSA	Runway Safety Area

## S

SABOR	San Antonio Board of Realtors
SAF	Safety Zones
SAWS	San Antonio Water System
SIP	Strategic Impact Plan
SH	State Highway
SR	Slow speed low altitude training route
STC	Sound Transmission Class
SUA	Special Use Airspace

**T**

TSDC	Texas State Data Center
TX	Texas
TXDOT	Texas Department of Transportation

**U**

UDC	Unified Development Code
U.S.	United States
USAF	United States Air Force

**V**

VO	Vertical Obstructions
VFR	visual flight rule

**W**

WQQ	Water Quality/ Quantity
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**Z**

Zon	Zoning Ordinance / Subdivision Regulations
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Please see the next page.

The Joint Base San Antonio-Randolph (JBSA-Randolph) Joint Land Use Study (JLUS) is a joint effort between the cities of Cibola, Converse, Garden Ridge, Live Oak, San Antonio, Schertz, Selma, and Seguin, and the counties of Bexar and Guadalupe, and JBSA-Randolph. The JLUS was undertaken in an effort to guide planning and development in local jurisdictions surrounding JBSA-Randolph, JBSA-Seguin Auxiliary Airfield (JBSA-Seguin), and the Stinson Municipal Airport (Stinson). JBSA-Randolph is a flying training wing asset in the United States Air Force and the Air Education Training Command. Because these activities are vital to continuing the military mission at JBSA-Randolph, the land used for the activities must be protected. Landowners with property near JBSA-Randolph, JBSA-Seguin, Stinson, and residents and businessowners on property surrounding these facilities must also be protected from adverse impacts that could occur due to training activities performed at these facilities. Joint planning efforts on the part of the local governments and JBSA-Randolph will establish recommended strategies that will equally protect all interested parties.

The JLUS for JBSA-Randolph has resulted in a set of strategy recommendations in the areas of legislation, policy, planning and zoning, coordination and communication, acquisition, and outreach. A set of strategies was provided to address each JBSA-Randolph Compatibility Factor. Priorities were set initially to help determine when the strategies would be implemented, either within two years, five years, or longer than five years. One of the key recommendations is the formation of a JLUS Implementation Task Force that will be responsible for overseeing implementation in the months and years following the JLUS completion. The recommended strategies are outlined in more detail in Chapter 6 of this report. Additionally, a Background Report was prepared in conjunction with the JLUS that details the compatibility issues and process integral to the development of the strategies.

These recommendations address the need for increased coordination and communication between JBSA-Randolph, local governments, regional agencies, and the public. They also seek to address public health, safety, and welfare, and protection of quality of life in the areas surrounding JBSA-Randolph and its sub-facilities. The collaborative spirit of the JLUS is an effective starting point for a continued collaborative planning and communication effort between all involved parties.

## 1.1 Why Prepare a JLUS?

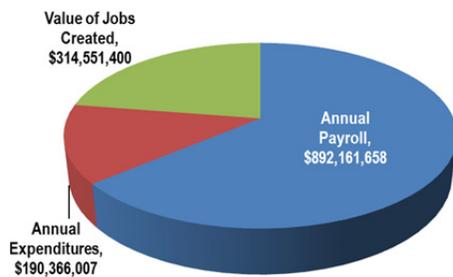
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A JLUS is necessary to ensure the future compatibility between land uses in surrounding communities necessary to support the continuation of the military mission at JBSA-Randolph and the increasing development occurring proximate to the installation. JBSA-Randolph is one of the three noncontiguous installations that comprise Joint Base San Antonio located in Bexar County. JBSA-Randolph is home to the 12th Flying Training Wing (FTW) whose primary mission is to provide basic pilot training and instructor pilot training to airmen. In addition, JBSA-Randolph is Headquarters for Air Education Training Command (AETC) whose mission is to develop airmen of today and tomorrow through various education disciplines and training activities.



## 1.2 Economic Benefit to the Region

In addition to being a critical flying training asset in the United States Air Force (USAF), JBSA-Randolph is also an important economic engine contributing to the local and regional economies through annual payroll, annual expenditures, and value of jobs created. The JLUS assists in preserving the continued economic benefit that JBSA-Randolph provides. In 2012, JBSA-Randolph generated over \$1.3 billion in local and regional economic impact and supported and served over 17,000 personnel. The \$1.3 billion in impact is broken down into three categories: annual payroll at \$892.1 million, annual expenditures (i.e. contracts and operations and maintenance) procured at \$190.3 million, and value of jobs created at \$314.5 million.



## 1.3 Compatibility Concerns

At JBSA-Randolph, the compatibility concerns relate to the growing population and expansion of developed land taking place in the incorporated communities surrounding the Joint Base. Over the past 10 years, the local communities surrounding JBSA-Randolph have increased by 60 percent from a base population of nearly 82,000 (from the communities surrounding the base and facilities excluding the City of San Antonio) to over 131,000 by the year 2010. While the regional area is expected to grow at a slow, steady rate for the next 20 years, the areas surrounding the base are growing rapidly. Such growth has the potential to cause development and infrastructure to be located in areas that are adjacent to or proximate to JBSA-Randolph. While adjacent development exists in various locations along the installation perimeter, without proper oversight and guidance, this continued pattern of

development could unintentionally jeopardize the USAF's ability to train its airmen, especially in newer aircraft systems.

## 1.4 JLUS Goal and Objectives

The goal of the JBSA-Randolph JLUS is to protect the viability of current and future military training operations, while simultaneously guiding community growth, sustaining the environmental and economic health of the region, and protecting public health, safety, and welfare. To achieve this goal, three primary JLUS objectives were identified:

- **Understanding.** Convene community and military representatives to identify, confirm, and understand compatibility issues in an open forum, taking into consideration both community and JBSA-Randolph perspectives and needs. This includes public awareness, education, and input organized into a cohesive outreach program.
- **Collaboration.** Encourage cooperative land use and resource planning among JBSA-Randolph and the surrounding communities so that future community growth and development are compatible with the training and operational missions at JBSA-Randolph seeking ways to reduce operational impacts on adjacent land proximate and within the study area.
- **Actions.** Provide a set of mutually supported tools, activities, and procedures from which local jurisdictions, agencies, and JBSA-Randolph can select, prepare, and approve / adopt and use to implement the recommendations developed during the JLUS process. The actions include both operational measures to mitigate installation impacts on surrounding communities and local government and agency approaches to reduce community impacts on military operations.

## 1.5 JLUS Partners

As highlighted in the objectives stated previously, the JBSA-Randolph JLUS process was designed to create a locally relevant study that builds consensus and obtains support from the various stakeholders involved. To

achieve the stated JLUS goal and objectives, the planning process included a public outreach program that utilized a variety of opportunities for interested parties to contribute to the development of the study.

Stakeholders include individuals, groups, organizations, and government entities interested in, affected by, or affecting the outcome of the JLUS project. An early step in any planning process is the identification of stakeholders. Informing or involving them early in the project is essential in the identification of their most important issues to address and resolve through the development of integrated strategies and measures. Stakeholders identified for the JBSA-Randolph JLUS included, but were not limited to, the following:

- JBSA-Randolph and JBSA personnel;
- Local jurisdictions (cities, counties and metropolitan planning organizations);
- Other partner agencies and organizations, such as local, regional, and state planning, regulatory, and land management agencies; landholding and regulatory federal agencies; landowner and realty associations; and other special interest groups (including local educational institutions and school districts);
- The general public, including residents and landowners.

These groups of stakeholders played a critical role in the development of the JBSA-Randolph JLUS and Background Report. Their input provided comprehensive, technical guidance relevant to their jurisdiction's policies, regulations, culture, and values. The JBSA-Randolph stakeholder groups helped shape the various strategies identified in this document.

## 1.6 Local Communities

This JLUS could not have been possible without the effort provided by the 11 communities participating in this study illustrated on Figure 1:

- Bexar County
- City of Converse
- City of Garden Ridge
- City of Live Oak
- City of San Antonio

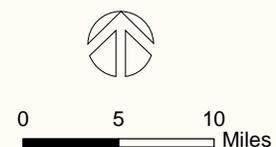
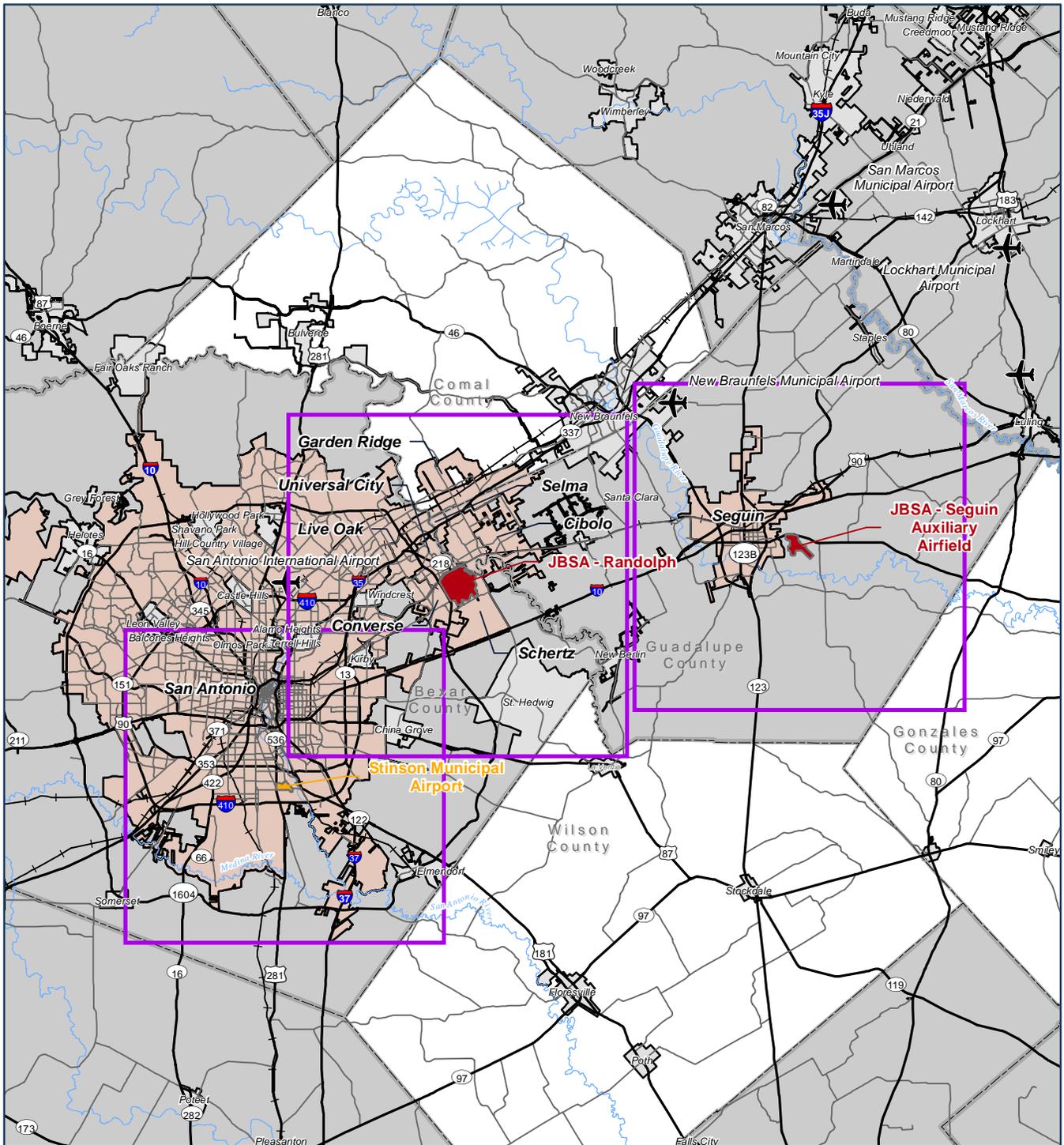
- City of Schertz
- City of Selma
- City of Universal City
- Guadalupe County
- City of Cibolo
- City of Seguin

In addition to the partners listed above, the JBSA-Randolph JLUS partnered with other agencies and organizations that provide a state, regional and / or community perspective. These partners brought to the study a vast, expert knowledge base in varying disciplines, including regional transportation practices, natural resources, and local "on-the-ground" perspective relevant to the unique land features and land ownership patterns. A complete listing of affiliated stakeholder groups that played a vital role in the development of the JBSA-Randolph JLUS includes:

- Federal Aviation Administration (FAA)
- Greater San Antonio Builders Association
- Real Estate Council of San Antonio
- San Antonio Board of Realtors
- Texas House of Representatives, District 118
- Texas House of Representatives, District 119
- Texas House of Representatives, District 120
- Texas Military Preparedness Commission
- U.S. House of Representatives, District 35
- Texas Department of Transportation

## 1.7 Public Participation

The general public was instrumental in the development of the JLUS and strategies by providing their perspective and feedback, both in public workshops and through the use of the interactive project website ([www.jbsa-randolphjlus.com](http://www.jbsa-randolphjlus.com)). During the development of the JLUS, three public workshops and one public hearing were held to solicit public input on the direction and content of the JLUS.



Source: TNRS, 2013.

## JLUS Committees

Two committees, comprising city, county, military, and other partner agencies and organizations, guided the development of the JBSA-Randolph JLUS:

**Executive Committee (EC).** This committee was responsible for leading the direction of the JLUS; its members are listed in the Acknowledgements section of this report.

**JLUS Advisory Committee (AC).** The AC identified and addressed technical issues, provided feedback on report development, and assisted in the development and evaluation of implementation strategies. The AC members are listed in the Acknowledgements section of this report.

## 1.8 JLUS Study Area

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The JBSA-Randolph JLUS Study Area was designed to encompass all lands and operational areas of JBSA-Randolph locations and use areas that may impact current or future military operations or be impacted by these operations.

JBSA-Randolph is located in northeastern Bexar County, Texas, situated outside the San Antonio city limits, and is surrounded by several small municipalities: the City of Universal City to the north; the City of Schertz to the northeast, east and south; and the City of Converse to the west. The areas north and west of the installation are urbanized, while the area south and east of the installation are predominantly agricultural and open space with pockets of residential subdivisions.

JBSA-Seguin is a sub-installation of JBSA-Randolph and is located one mile east-southeast of the City of Seguin along U.S. Route 90 (US-90). The City of Seguin is characterized as a rural and agriculture-friendly municipality located 30 miles east of JBSA-Randolph along the Interstate-10 and US-90 corridor.

Stinson Municipal Airport is owned and operated by the City of San Antonio. It is situated in San Antonio City Council District 3, just south of downtown and is open to public use. It is approximately 33 miles south-southwest of JBSA-Randolph proper and is contracted by the Department of Defense (DOD) to enable flying training exercises.

The area around Stinson Municipal Airport is characterized by portions of residential development and open and park space. Figure 1 illustrates the overall JBSA-Randolph JLUS study area.

*Please see the next page.*

The Joint Land Use Study (JLUS) study area includes three distinct and separate locations all within south-central Texas. Joint Base San Antonio-Randolph (JBSA-Randolph) is northeast of the City of San Antonio and is located between Interstates 10 and 35 in Bexar County. JBSA-Seguin Auxiliary Airfield (JBSA-Seguin) is located about 30 miles east of JBSA-Randolph, just south of Interstate-10 (I-10) in Guadalupe County. Stinson Municipal Airport, which is owned and operated by the City of San Antonio, is located in the southeast sector of San Antonio in City Council District 3, just west of I-37.

The present setting and character of the three areas within the overall study area are both, urban and rural. The area surrounding JBSA-Randolph includes both developed and undeveloped lands. The northern and western areas adjacent to the installation are primarily developed including residential, commercial, and industrial uses. The east and south areas of JBSA-Randolph are characterized by more rural land including agricultural, open / undeveloped, and low-density or rural residential uses.

The San Antonio metropolitan area is host to a diverse local economy and is a regional center for retail, business, and manufacturing. Several significant economic drivers exist throughout the JLUS Study Area, including the Caterpillar engine assembly plant in Seguin; the Hanson Quarry in Garden Ridge; and the San Antonio Military Medical Center in San Antonio. The diverse economy within the San Antonio metropolitan area comprises several industries including healthcare, retail, accommodation, administration, finance and insurance, construction, and manufacturing. These industries reflect the major economic development sectors found throughout the region. The suburban communities have diverse economies, but also rely on JBSA-Randolph for local economic support.

## 2.1 JLUS Community Growth Trends

Recent population growth has brought significant development to the study area. Every jurisdiction, with the exception of the cities of San Antonio and Seguin, experienced growth rates higher than those of the State of Texas and Bexar County, with the City of Selma growing by over 600 percent in the last decade. Additionally, the cities of Converse, Cibolo, Garden Ridge, and Schertz all experienced substantial growth due to the outward expansion from the central core of San Antonio and general expansion within these cities. Table 1 shows the population change from 2000 to 2010 and notes the percent change in the 10 years.

Despite this being a large, urbanized area, the majority of land in Bexar County is developed characterized by one major city, the City of San Antonio, numerous other cities, towns and military bases. This urbanized area encompasses 656 square miles within Bexar County, while the unincorporated area covers 600 square miles. JBSA R and Stinson Municipal Airport are located entirely within the county while JBSA-S is located in neighboring Guadalupe County.

Currently, the area within Guadalupe County continues to experience growth and, in recent years, a diversified economy and population boom. Manufacturing supported over 6,000 jobs in Guadalupe County in 2009, generating \$1.62 billion. Caterpillar built a \$170 million manufacturing plant in the City of Seguin, which supports 1,400 jobs in the area. The county's population has experienced a dramatic increase in recent years and had a 2010 population of 131,533. This population is largely clustered in or around Schertz, Cibolo, Seguin, and, to a small extent, the peripheries of New Braunfels and San Marcos.



The balance of Guadalupe County remains unchanged from earlier times and is primarily rural and agricultural.

**Table 1. Population Change 2000-2010  
JBSA-Randolph JLUS Study Area**

Jurisdiction	2000	2010	Percent Change
State of Texas	20,851,820	25,145,561	21%
Bexar County	1,392,931	1,714,773	23%
City of Converse	11,508	18,198	58%
City of Garden Ridge	1,882	3,259	73%
City of Live Oak	9,156	13,131	43%
City of San Antonio	1,144,646	1,327,407	16%
City of Schertz	18,694	31,465	68%
City of Selma	788	5,540	603%
City of Universal City	14,849	18,530	25%
Guadalupe County	89,023	131,533	48%
City of Cibolo	3,035	15,349	406%
City of Seguin	22,011	25,175	14%

Source: Census.gov, 2000, 2010.

## Future Population Projections

The Texas State Data Center (TSDC) prepared three projection scenarios for forty year population growth estimates for the State of Texas and all counties within its jurisdiction. The estimates included Bexar and Guadalupe counties, which are included in the study area. The TSDC included a background of the methodology used to prepare the three projection scenarios and provided recommendations regarding the use of each scenario's data set. The three data sets focused on a "Zero Migration Scenario", a "One-Half 2000-2010 Migration (0.5) Scenario", or a "2000-2010 Migration (1.0) Scenario". Matrix employed the recommendation for use of the "One-Half 2000-2010 Migration (0.5) Scenario" by the TSDC in so far as the TSDC noted that the "0.5 scenario continues to be the most appropriate scenario for most counties for use in long-term planning." These 0.5 migration projections are identified in Table 2.

These projections demonstrate a continued rate of growth in the State of Texas, Bexar County, and Guadalupe County. Although this information is not specific to the JLUS study area, it is helpful as it substantiates other growth projections and helpful in understanding regional growth trends.

Source: Texas State Data Center, *Projections of the Population of Texas and Counties in Texas by Age, Sex and Race/Ethnicity for 2010-2050*, Nov 2012 *JLUS Community Economic Trends*

**Table 2. Population Projections 2010-2050 JBSA-Randolph JLUS Area**

Jurisdiction	2010	2020	2030	2040	% Change
State of Texas	25,145,561	28,921,650	32,927,245	37,022,513	47%
Bexar County	1,714,773	1,974,041	2,231,550	2,468,254	44%
Guadalupe County	131,533	160,265	192,682	225,850	72%

Source: Texas State Data Center, *Projections of the Population of Texas and Counties in Texas by Age, Sex and Race/Ethnicity for 2010-2050*, November 2012

## 2.2 Current Development in Adjacent Communities

A few of the communities within the JBSA-Randolph JLUS Study Area are located directly adjacent to JBSA-Randolph. These communities include the cities of Converse, Schertz, and Universal City. Development pressures extending from these adjacent jurisdictions can impact JBSA-Randolph operations and vice versa the military operations can impact the communities' ability to develop. The cities of Cibolo, Garden Ridge, Live Oak, San Antonio, and Selma, comprise the other communities included in the study area, which are proximate or adjacent to Converse, Schertz and Universal City and can absorb development from the adjacent communities or create additional impacts for the installation. Otherwise, the City of Seguin is located proximate to JBSA-Seguin and the City of San Antonio is located proximate to the Stinson Municipal Airport (Stinson).

### City of Converse

The City of Converse while mostly developed, hired a firm to develop a plan for the city's 1604 Corridor to expand upon its amenities offered to its residents and visitors. The development is proposed for the city's eastern / southeastern boundary along the alignment of Loop 1604. This area encompasses both incorporated land and proposed future extraterritorial jurisdiction (ETJ). This corridor development is outlined in the 1604 Commercial Corridor Study and provides a variety of uses and amenities to the city's residents and visitors including but not limited to a healthcare / medical zone, several retail zones, and open space and recreational opportunities. The proposed development would be considered the gateway for the community and provide another foundation for the city's economic base.

*Source: 1604 Commercial Corridor Study, Aug 2013*

### City of Schertz

According to the City of Schertz's Comprehensive Land Plan, the city witnessed a large amount of residential and industrial growth from 2000 to 2010 and expects continued growth in both sectors. The plan noted that the residential and industrial growth is occurring more in northern areas of Schertz when compared to the southern areas, since the southern areas face development challenges. Future constraints for continued residential and industrial growth include available land, flood plain, and the recommended land

use guidelines to develop property located within the JBSA-R airfield safety zones and noise contours. Schertz has some concerns about sprawl and looks to the implementation of Smart Growth techniques, i.e., traditional neighborhood development, transit-oriented development, conservation subdivision techniques / cluster zoning, and planned unit, to grow efficiently.

*Source: City of Schertz Comprehensive Land Plan, undated*

### City of Universal City

The main retail corridor through the City of Universal City is State Highway (SH) 218, Pat Booker Road, which provides the greatest development opportunity within the city. In the 2008 Universal City Comprehensive Plan, the city identified redevelopment and infill as the major means to obtain housing growth. The city zoned the areas along Pat Booker Road for retail and commercial services and has increased the density of its neighborhoods to medium-density zoning in many of the areas along the highway. Furthermore, the city's zoning ordinance includes three overlay districts: redevelopment, aviation district, and campus, in addition to the Randolph compatible use zone overlay, which will provide more flexible requirements to assist in developing these areas.

*Sources: Universal City Comprehensive Plan 2008-2013; Universal City Zoning Ordinance*

### City of Cibolo

The City of Cibolo includes a large amount of ETJ area south of the incorporated city area. This ETJ extends south past I-10, abutting the City of San Antonio's ETJ, and east along I-10, abutting the City of Seguin's ETJ. The recent rapid population growth is likely to spur development and increase the rate of annexation. The ETJ area along I-10 is expected to provide an important development thoroughfare and contribute to the overall growth within the area.

The city has currently zoned much of the annexed area between SH 539 and I-10 as rural residential, while the areas closer to I-10, along Bolton Road and Main Street Extension, are zoned for commercial, commercial / industrial, single-family residential and mixed use land uses.

These areas of concentration support the city's goals of expanding business development, industrial parks, and retail development to diversify the city's economy.

*Sources: City of Cibolo – Update to the Master Plan, 2005; City of Cibolo Economic Development website homepage, accessed Oct 2013; City of Cibolo Future Land Use and Thoroughfare Map, 2013; City of Cibolo Overall Annex Map, July 9, 2013; Seguin City Limits / ETJ map, undated*

## City of Garden Ridge

The City of Garden Ridge is bound to the north and west by the City of San Antonio's ETJ, to the east by New Braunfels' and Schertz's ETJ, and to the south by Schertz's incorporated area. Current development is limited by the location of the active quarry, in the middle of the city. The city expects that the quarry will conclude operations in approximately 25 years. At that time, Garden Ridge expects to convert the property to 1,490 residential lots. Until such time the quarry operations cease, land cannot be developed. The zoning within the city is currently split into an even mix of single-family residential / residence-agriculture and industrial land uses.

*Sources: City of Garden Ridge, Ordinance 13-102008 (zoning), Dec 3, 2008; City of Garden Ridge, Existing Zoning map, undated; City of Garden Ridge, 2009 Water Master Plan & Impact Fee Analysis*

## City of Live Oak

The City of Live Oak is bound to the north and west by the City of San Antonio's incorporated area, to the south by the San Antonio ETJ and the City of Converse, and to the east by the cities of Universal City and Selma. The city supports goals for infill development and increased density development. The city seeks to incorporate varied density mixed uses with retail elements in neighborhood-type residential developments. This mixed use redevelopment is one of the city's future land use recommendations; others include encouraging unique mixed-use non-residential development and protecting prime retail property for the highest use development. The city also seeks to capitalize on its location at the intersection of I-35 and Loop 1604 by furthering development of the business district in the area through redevelopment and infill.

*Sources: Future Land Use Plan, City of Live Oak Comprehensive Plan 2022, undated; City of Live Oak, Texas, Zoning Map, Jul 2008*

## City of San Antonio

To further the city's long-term viability and growth, the City of San Antonio has identified supporting military installations as one of their Comprehensive Master Plan major goals, and supporting military missions and operations as one of their Annexation Policy statements. The City's ETJ and incorporated areas are located north, west, and south of JBSA-Randolph, but both are physically separated from JBSA-Randolph by the cities of Selma, Live Oak, Converse, and Schertz. The city's incorporated areas have been largely zoned for single-family residential uses with adjoining / nearby park and open space uses. Given the significant single-family residential development occurring in the cities between San Antonio and JBSA-Randolph, similar growth is likely to occur in the area controlled by the City of San Antonio.

*Sources: City of San Antonio Comprehensive Master Plan Framework, 2011; City of San Antonio Future Land Use Plan, I-10 East Perimeter Plan Update, 2008*

## City of Selma

The City of Selma is bound to the north by the City of San Antonio's ETJ, to the east by the City of Schertz, to the south by the City of Universal City, and to the west by the City of Live Oak. In 2005, approximately one-quarter to one-third of Selma was undeveloped, vacant land. Since then, several single-family residential developments have been constructed as well as multi-family residential; office; hotel, i.e., a Holiday Inn Express; and both large, i.e., a Costco, and small retail development.

*Source: City of Selma, 2005-2020 Comprehensive Development Plan Volume I, Jun 2007*

To appropriately develop and assess compatibility issues for the JBSA-Randolph JLUS, it is critical to understand the military operations and activities associated with JBSA-Randolph missions and how those operations interface with nearby communities. This chapter provides a brief overview of the mission operational footprint for JBSA-Randolph, JBSA-Seguin, and Stinson.

JBSA-Randolph is located in Bexar County, Texas about 15 miles northeast of downtown San Antonio. The installation is near major transportation corridors including Interstate 35 (I-35), I-10, and Loop 1604 and rail operated by Union Pacific. Neighboring, developed communities include the City of Converse to the west, the City of Universal City to the north, and the City of Schertz, which wraps around JBSA-Randolph extending from the installation's northeast corner to the installation's southwest corner. In addition, there are other communities that are proximate to the aforementioned cities including Cibolo, Garden Ridge, Live Oak, and Selma.

### 3.1 JBSA-Randolph

The installation covers 2,894 acres and supports numerous activities and buildings that support the mission. These include facilities and uses associated with airfield operations; industrial / maintenance; administration; community commercial, i.e., Army and Air Force Exchange Service (AAFES), and community service, i.e., chapel; medical; housing; outdoor recreation; and open space / water.

*Source: General Plan Randolph AFB, TX (undated)*

#### Military Strategic Importance

JBSA-Randolph is a critical asset to the DOD and provides flying training to student and instructor pilots. Test and evaluation of aviation-related training systems is also conducted as part of the overall mission. JBSA-Randolph not only trains pilots and instructor pilots, the base is also home to major headquarters within the United States Air Force (USAF) including Air Education and Training Command, a major command in the USAF responsible for all education and training of today's airmen, Headquarters (HQ) Air Force Personnel Center, and HQ Air Force Recruiting Service.

In addition to being a critical flying training wing in the USAF and a home to several AF HQs, JBSA-Randolph provides over \$1.3 billion in economic impact to both local and regional economies. This impact is comprised of three components: annual payroll, annual expenditures, and value of jobs created. Moreover, JBSA comprised of JBSA-Randolph, JBSA-Lackland, and JBSA-Fort Sam Houston / Camp Bullis, in Bexar County provides over \$27.7 billion in economic impact to the region. These figures not only demonstrate the economic importance of JBSA to the region, but demonstrate that JBSA-Randolph is a significant component of the local economy.



## Military Operations

The 12th Flying Training Wing (FTW), the host unit at JBSA-Randolph, conducts training for instructor pilots, combat systems officers and introduction to fighter fundamentals student pilot training. Pilot training is performed in the T-6A Texan II, T-38 Talon, and T-1A Jayhawk aircraft. Flight operations in support of the 12th FTW mission are conducted 260 days annually. These operations are conducted during the day and generally limited to the hours between 7:00 a.m. and 6:00 p.m. Night operations, i.e., from 10:00 p.m. to 6:00 a.m., are rare exceptions and require coordination with and approval from the 12th FTW Operations Group in accordance with the JBSA-R Noise Management Plan.



T-38C Talon aircraft. Photo courtesy of JBSA-Randolph.

Aside from flight operations conducted by aircraft based at JBSA-Randolph, other military aircraft occasionally utilize the airfield at the installation. These operations are considered transient operations and have steadily decreased over the years with 1,124 operations in calendar year (CY) 2010 and 314 operations as of July 2013 for CY13. Transient operations are accepted up to 312 days per year – in contrast to the 260 days provided to the 12th FTW for training. In addition to flying training mission, the 12th FTW provides repair or replacement of external parts on aircraft engines from aircraft at JBSA-R and other AF installations.

## Future Operations

To enable the US Air Force to train in a new two-seat jet trainer, the USAF T-X program will begin in 2017 and is expected to be fully operational by 2023. The T-X aircraft will replace the T-38 Talon as the T-38 Talon fleet is over 43 years old. The new T-X aircraft is a faster two-seat jet that will enable sustained high-G operations, aerial refueling, night vision imaging systems operations,

air-to-air intercepts, and data-link operations. This aircraft will be more advanced regarding the information systems capability of the aircraft as opposed to the T-38 aircraft. With this advanced technology, the T-X aircraft is more likely to have a larger noise footprint than its counterpart the T-38. This could have increased impacts on the communities in the vicinity of the JBSA-Randolph airfield.

## 3.2 JBSA-Randolph Military Mission Profile

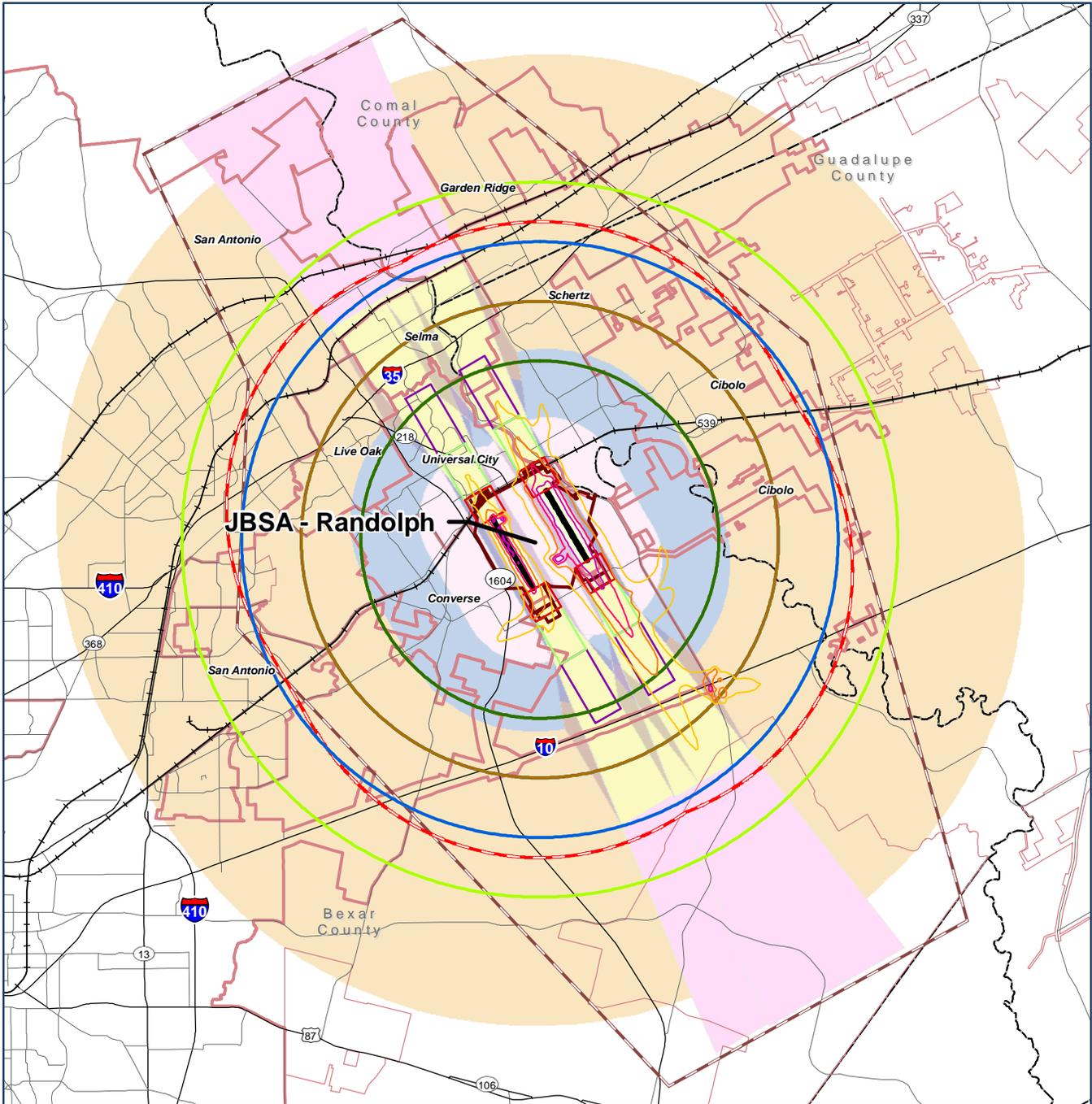
The JBSA-Randolph mission profile is composed of various footprints that are associated with the mission. These components are either tangible meaning that they are either physically seen and / or heard or intangible meaning that they exist within space without being seen or heard. One example of a tangible footprint is noise associated with aircraft activity; one example of an intangible component is the flight path that an aircraft follows. These tangible and intangible footprints comprise the mission profile. Oftentimes, the profile is not contained within the confines of the military installation; noise, for example, does not stop at the fence line. The mission profile can potentially affect areas adjacent to or near the installation. Conversely, some development activities occurring in communities such as residential or commercial development within or adjacent to a military installation (depending on location) have a potential to adversely impact aircraft operations.

The JBSA-Randolph mission footprints are both localized and regional in nature. Localized footprints are shown in Figure 2 and include:

- Accident Potential Zones
- Noise Contours
- Bird and Wildlife Air Strike Hazard (BASH)
- Vertical Obstructions
- Imaginary Surfaces

Regional footprints are illustrated in Figure 3 and include:

- Military Training Routes (MTRs)
- Military Operating Areas (MOAs)
- Restricted Airspace

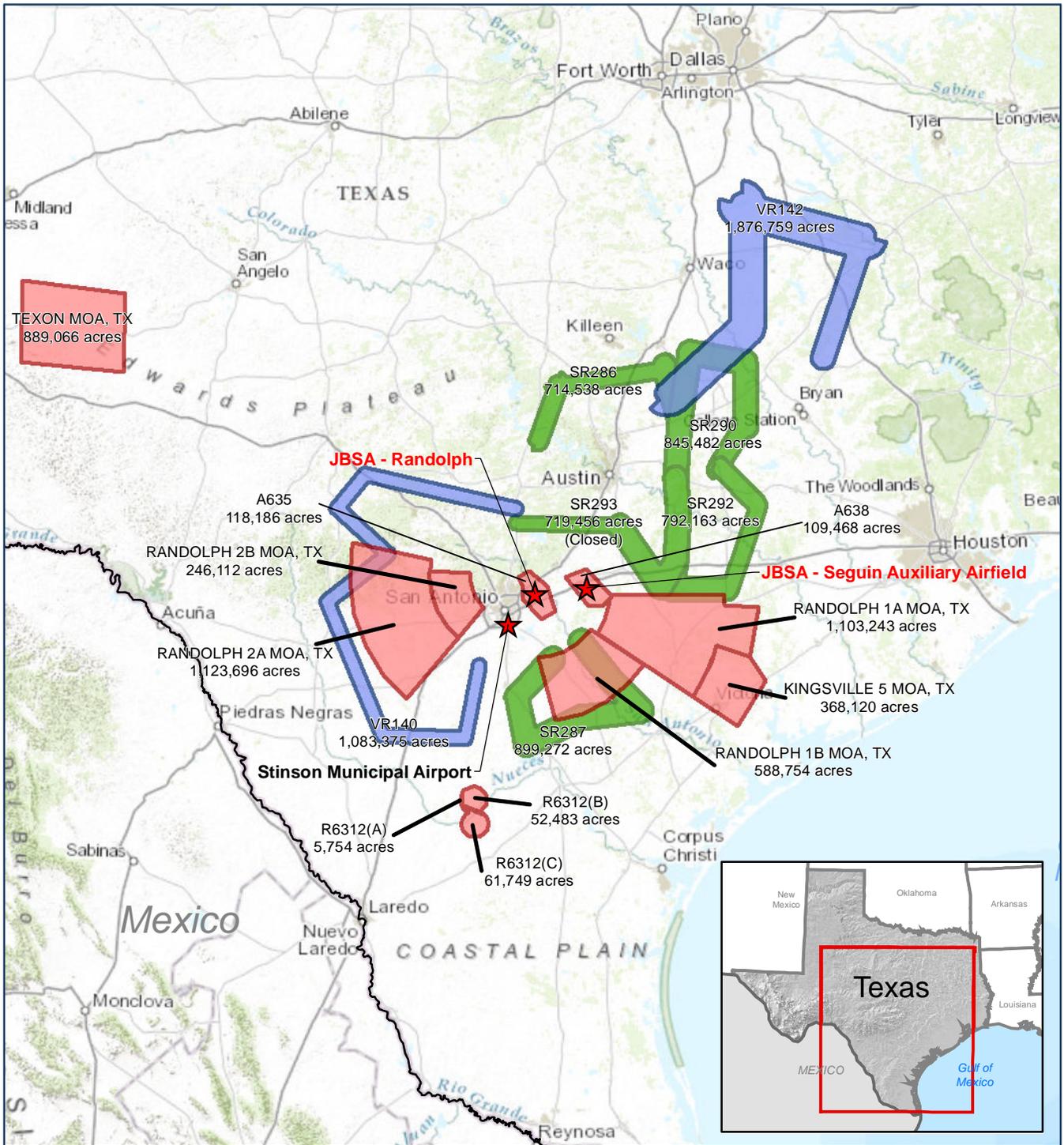


**Legend**

- |   |  |   |   |  |   |
|---|--|---|---|--|---|
| <p><b>Airfield Imaginary Surface</b></p> <ul style="list-style-type: none"> <li>Primary Surface</li> <li>Approach/Departure Clearance Surface (glide angle) = 50 ft to 1 ft up to 500 ft</li> <li>Approach/Departure Clearance Surface (horizontal) = 500 ft</li> </ul> | <ul style="list-style-type: none"> <li>Inner Horizontal Surface = 150 ft</li> <li>Conical Surface = 20 ft to 1 ft</li> <li>Outer Horizontal Surface = 500 ft</li> <li>Transitional Surface = 7 ft to 1 ft</li> </ul> | <ul style="list-style-type: none"> <li>5-mile BASH Relevancy Area</li> <li>Special Use Airspace (Alert Area A-635)</li> </ul> <p><b>Noise Contour (dB)</b></p> <ul style="list-style-type: none"> <li>65</li> <li>70</li> <li>75</li> <li>80</li> </ul> | <p><b>FAA Part 77</b></p> <ul style="list-style-type: none"> <li>Up to 200' @ 3NM</li> <li>Up to 300' @ 4NM</li> <li>Up to 400' @ 5NM</li> <li>Up to 500' @ 6NM</li> </ul> <p><b>Accident Potential Zones</b></p> <ul style="list-style-type: none"> <li>Clear Zone</li> <li>APZ I</li> <li>APZ II</li> </ul> | <ul style="list-style-type: none"> <li>Regional Cities</li> <li><b>JLUS Partners</b></li> <li>City / Community</li> <li>Bexar and Guadalupe County Boundaries</li> </ul> | <ul style="list-style-type: none"> <li>JBSA - Randolph</li> <li>Runway Centerline</li> <li>Interstate / Highway</li> <li>Road</li> <li>Railroad</li> <li>River</li> </ul> |
|---|--|---|---|--|---|
- Sources: JBSA - Randolph, 2013; FAA, 2013.



**Figure 2**  
**Military Footprint Composite**  
**JBSA - Randolph**



**Legend**

- ★ JLSU Airfield / Airport
- Slow Speed Low Altitude Training Route
- Special Use Airspace
- State Boundary
- Military Training Route
- U.S. - Mexico Boundary

Sources: Randolph AFB, 2013; ESRI, 2013.



0 35 70 Miles



**Figure 3**  
Special Use Airspace  
JBSA - Randolph

Maintaining and sustaining these local and regional footprints plays a significant role in the long-term viability of JBSA-Randolph and continued mission readiness of the USAF.

### **JBSA-R Local Operational Footprint**

The JBSA-Randolph airfield operational footprint is comprised of the mission components associated with airfield operations including accident potential zones, noise contours, the BASH area, and imaginary surfaces. These components involve varying levels of land use planning from jurisdictions and the military to enable compatibility with the military mission. Such planning recommendations include restricting development in the clear zone (CZ) of the airfield and lowering building heights to prevent unnecessary vertical obstructions and promote navigable airspace.

#### ***Accident Potential Zones***

Accident potential zones (APZs) encompass three main areas from the end of the runway(s): the CZ, APZ I, and APZ II. These zones start at the ends of the runways and extend outward and are delineated based upon historical data of aircraft accidents. DoD recommends land uses for these areas to encourage and promote compatibility with military operations and to protect the public welfare. As shown in Figure 2, the CZ extends outward from the ends of the runways by 3,000 feet and is 3,000 feet wide and has the potential to create compatibility issues within the cities that are encompassed within the CZs. The APZ I measures 3,000 feet wide by 5,000 in length and APZ II measures 3,000 feet wide and 7,000 feet in length, they extend outward from the CZ respectively.

It should be noted that the northern JBSA-Randolph CZs encompass land within Universal City and the City of Schertz, and the southern CZs encompass land within the cities of Converse and Schertz. The northern APZ I areas are within the cities of Universal City and Schertz and the southern APZ I encompasses land in the cities of Converse, Schertz, and San Antonio. The northern and southern APZ II areas extend into the cities of Universal City, Selma, and Schertz, respectively.

#### ***Aircraft Noise Contours***

The noise contour information was prepared for Randolph AFB in the 2008 AICUZ Study. The AICUZ was updated in part, due to the change in noise exposure since the 2000 AICUZ. The noise exposure is modeled

based off of the type of aircraft flown, including the T-6 and T-38 for annual average busy-day aircraft operations. The loudest JBSA-R noise contours generated by military aircraft operations occur within the installation boundaries, but portions of the 65 dB and 70 dB noise contours extend off base into the surrounding communities of Converse, Universal City and Schertz and in small portions of land not contained in the Study Area.

#### ***Imaginary Surfaces***

The DOD under Unified Facilities Criteria (UFC) 03-260-01 has identified certain imaginary surfaces around runways at military installations to determine how structures and facilities are evaluated for creating vertical obstructions around an active airfield. The imaginary surfaces build upon each other and are designed to eliminate obstructions either natural or man-made, to air navigation and operations. Each type of imaginary surface has different dimensions, planes or slopes in which a structure intruding upon it may be considered a vertical obstruction. Figure 2 illustrates the JBSA-Randolph imaginary surfaces and provides the allowable heights and slopes in these imaginary surfaces.

#### ***Bird Air Strike Hazard Relevancy Area***

Birds and wildlife pose a threat to military training and flight operations. Due to changes in regional migratory patterns and the availability of dense foliage for roosting on the installation, JBSA Randolph has become an ideal habitat for a flock of migratory White Winged Dove. At an estimated flock size of 12,000-15,000 birds, and growing, the White Winged Doves present a particularly acute risk to high-speed jet operations on Randolph's east runway. These birds accounted for only 12.5 percent of damaging bird-strikes in FY 12, but this rate steadily increased to 55.6 percent of damaging bird-strikes in FY 14. Aggressive efforts are underway to contain the expanding BASH threat. Risk mitigation techniques, such as adjusting flight operations, successfully reduced overall bird strikes from 75 in FY13 to 70 in FY 14.

Previous short-term methods are planned for expanded use in FY 15 but are considered unsustainable due to long term effects on lost training and reduced pilot production. Habitat reduction by eliminating retaining ponds and flora favorable to these species greatly reduces the risk associated with bird activities. While small in number, large bird species that inhabit installation water sources are especially damaging in an aircraft strike incident. These large birds, such as Cranes and Egrets, are most effectively controlled by eliminating nonessential water sources both on the installation and in the communities surrounding the installation. Figure 2 illustrates the FAA statistical BASH relevancy area around JBSA-Randolph.



BASH impact to aircraft. Photo courtesy of JBSA-Randolph.

### Vertical Obstructions

Separately from and in addition to the established imaginary surfaces, the FAA also establishes further guidance to reduce the potential for accidents surrounding an airfield. This guidance is codified in the Code of Federal Regulations at Title 14, Part 77.17 and utilized by the FAA during obstruction evaluations. The guidance and process for obstruction evaluation is more fully detailed in Section 4: Existing Tools as it is not a military-specific element and is not a direct result of JBSA-Randolph operations. It is included here, within the military profile, nonetheless, because it is associated with airfield operations. Figure 2 illustrates Part 77 relevancy areas.

### JBSA-R Regional Operational Airspace

With respect to military operations, regulatory special use airspace (SUA) includes prohibited areas and restricted areas. Non-regulatory special use airspace

includes military operating areas (MOAs), military training routes (MTRs), warning areas, alert areas, national security areas, and controlled firing areas. Specific to JBSA-Randolph, regulatory and non-regulatory special use airspace includes MOAs, MTRs, and slow-speed low altitude training routes, as well as alert areas and restricted airspace as illustrated in Figure 3.

### Military Operating Areas

The Randolph 1A MOA is located east/southeast of San Antonio. The Randolph 1B and Kingsville 5 MOAs are both located southeast of San Antonio. The Randolph 2A and 2B MOAs are both located west of San Antonio. The TEXON MOA is located northwest of San Antonio and is the greatest distance away from San Antonio out of all of the MOA. While these areas are not located within this JLUS study area, it is discussed here and shown in Figure 3 to provide a comprehensive picture of the overall airspace footprint for the JBSA-Randolph mission.

*Source: San Antonio Sectional (May 2, 2013) FAA; Joint Order 7400.2J: Procedures for Handling Airspace Matters – Military Operations Areas (Aug 22, 2013) FAA; Installation Complex Encroachment Management Action Plan figure (March 2012) JBSA; in person interview with S Taylor (Jul 2013); GIS data provided by JBSA-R*

### Military Training Routes

There are two types of MTRs associated with the JBSA-R operations: instrument flight rule or IFR and visual flight rule or VFR. The primary difference between IFR and VFR MTR is the ability to fly with or without the use of instruments in various weather conditions.

There are also Slow Speed Altitude Training Routes associated with JBSA-Randolph and an alert area. Slow speed, low altitude training routes (SR) are generally not considered a MTR, but are treated much the same as a MTR. The SUA and Slow Speed Low Altitude Training Routes are illustrated in Figure 3. This figure also illustrates the regional airspaces for which numerous installations in the region use to perform their training missions.

*Source: Area Planning AP/1B Chart, Military Training Routes-Central U.S. (May 2, 2013) National Geospatial-Intelligence Agency [NGA]; Area Planning, Military Training Routes – North and South America (Nov 15, 2012) NGA; Installation Complex Encroachment Management Action Plan figure (March 2012) JBSA; in person interview with S Taylor (Jul 2013); GIS data provided by JBSA-R*

### **JBSA-R Alert Area A-635**

The large amount of flight activity involving student pilots associated with the JBSA-Randolph mission required the airspace surrounding the airfield to be designated Alert Area A-635. It should be noted that Alert Area A-635 does not extend into or include any of the Class D airspace that is directly associated with the JBSA-Randolph airfield; it does, though, envelop and surround the entire Class D airspace. Alert Area A-635 covers an area comprising 118,186 acres and is illustrated on Figure 3.

### **Alert Area A-638**

Like the designation of Alert Area A-635 due to the large amount of flight activity involving student pilots associated with the JBSA-Randolph mission, the airspace over the JBSA-Seguin airfield is also designated as Alert Area A-638 for the same reasons. A-638 covers an area comprising 109,468 acres. This SUA is shown in Figure 3.

Alert Area A-638 does not preclude entry by aircraft unassociated with the military flight operations; although, it does require all flight operations in the area to be conducted under VFR. Other attributes associated with Alert Area A-638 includes an operational area that extends vertically to and including 3,000 ft. mean sea level (MSL) and horizontally across a large area encompassing the airfield. The time of use associated with A-638 begins at sunrise and ends at sunset from Monday to Friday.

*Source: San Antonio Sectional (May 2, 2013) FAA; Installation Complex Encroachment Management Action Plan figure (March 2012) JBSA; in person interview with S Taylor (Jul 2013); GIS data provided by JBSA-R*

### **Aerial Refueling Area AR614**

There is one aerial refueling area west of JBSA-Randolph designated as AR614. Aerial refueling must be conducted within the designated airspace under instrument flight rules and on flight tracks with specific entry and exit points. In AR-614, the refueling altitude is designated at flight level (FL) 250 (25,000 ft.), FL 270 (27,000 ft.) or as designated by Air Traffic Control. The time of operation for AR614 is unlimited.

*Source: <http://ivaous.org/main/pilot/military/Airrefueltracks.pdf>*

## **3.3 JBSA-Seguin Auxiliary Airfield**

JBSA-Seguin is centrally located in Guadalupe County, three miles east-southeast of the City of Seguin and almost 27 miles east of JBSA-Randolph. It has one runway and covers 961 acres. It is an unattended airport and restricted to use by the military; prior authorization is required prior to landing at the airfield. The infrastructure and environs at JBSA-Seguin are the responsibility of JBSA-Randolph.

### **Military Operations**

JBSA-Seguin supports the flight instruction training mission at JBSA-Randolph, providing an area free from urban encroachment ideal for touch-and-go operations, practice approaches, and emergency landing procedures practice. Runway renovations were recently completed at JBSA-Seguin and the airfield is operational to support the flight instruction training mission.

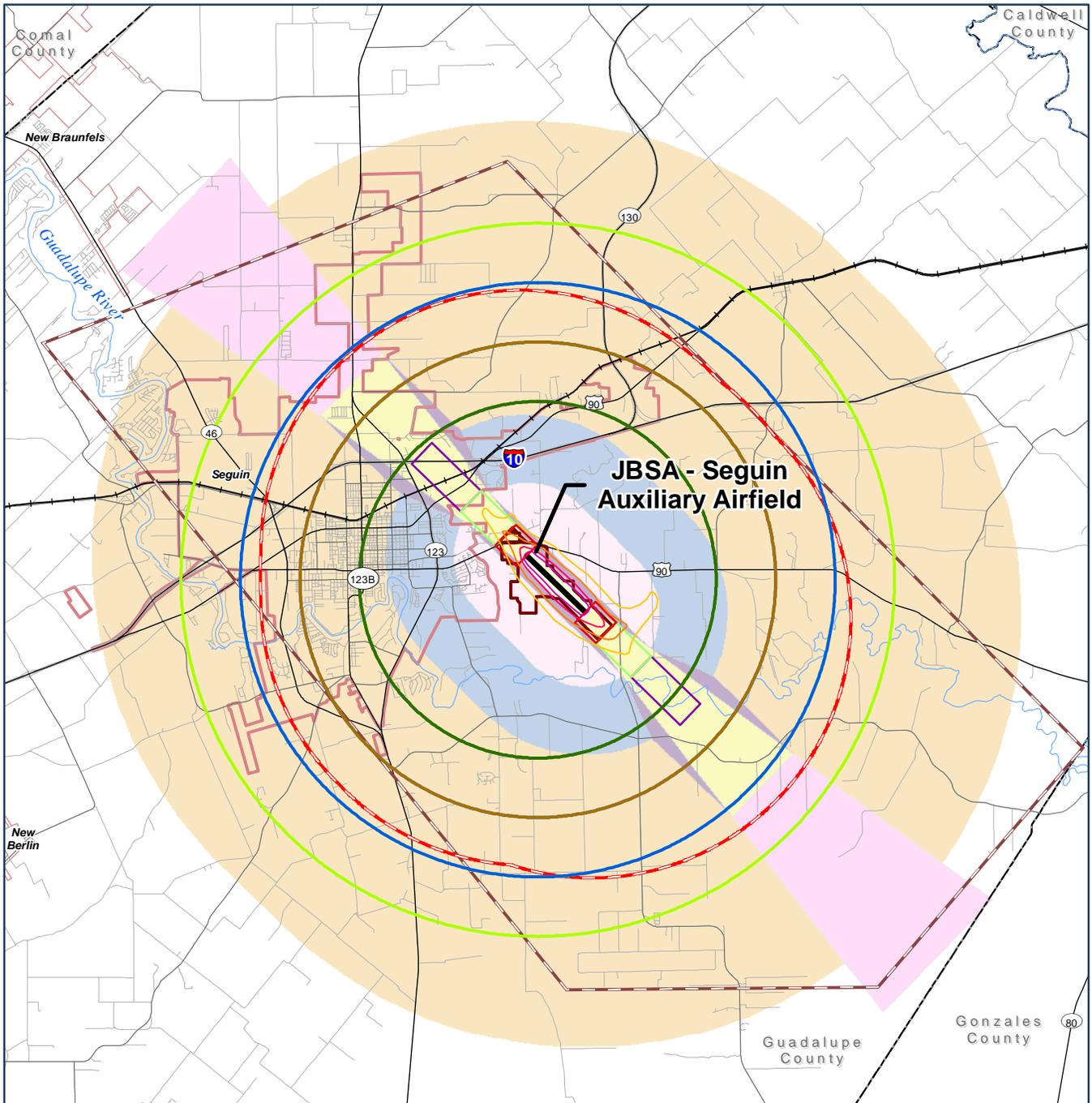
### **JBSA-Seguin Military Mission Footprints**

The JBSA-Seguin mission footprint is illustrated on Figure 4 and is comprised of the mission components associated with airfield operations including accident potential zones, noise contours, the BASH area, and imaginary surfaces.

### **Accident Potential Zones**

The APZ zones, i.e., CZ and APZs, for JBSA-Seguin were mapped in the 2000 AICUZ Study for Seguin Auxiliary Airfield, Texas. Knowing that the length of the runway has not changed since that time, the safety zone dimensions have not changed. As mentioned before, the AF standard measurements for CZs extend outward 3,000 feet from the end of the runway and 3,000 feet wide. The CZ is the standard size and encompasses areas in unincorporated Guadalupe County. The APZ I and II measurements are the standard size affecting both the city and county. Figure 4 illustrates these APZs.

*Source: AICUZ Study for Seguin Auxiliary Airfield, TX, Dec 2000.*



**Legend**

**Airfield Imaginary Surface**

- Primary Surface
- Approach/Departure Clearance Surface (glide angle) = 50 ft to 1 ft up to 500 ft
- Approach/Departure Clearance Surface (horizontal) = 500 ft

- Inner Horizontal Surface = 150 ft
- Conical Surface = 20 ft to 1 ft
- Outer Horizontal Surface = 500 ft
- Transitional Surface = 7 ft to 1 ft

- 5-mile BASH Relevancy Area
- Special Use Airspace (Alert Area A-638)

- Noise Contour (dB)**
- 65
  - 70
  - 75
  - 80

**FAA Part 77**

- Up to 200' @ 3NM
- Up to 300' @ 4NM
- Up to 400' @ 5NM
- Up to 500' @ 6NM

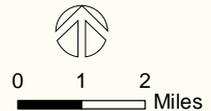
**Accident Potential Zones**

- Clear Zone
- APZ I
- APZ II

- Regional Cities
- JLUS Partners
- Seguin
- Guadalupe County

- JBSA - Seguin Auxiliary Airfield
- Runway Centerline
- Interstate / Highway
- Road
- Railroad
- River

Sources: JBSA - Randolph, 2013; FAA, 2013; AICUZ Study for Seguin Auxiliary Airfield, 2000.



**Figure 4**  
**Military Footprint Composite**  
**JBSA - Seguin Auxiliary Airfield**

### **Aircraft Noise Contours**

As shown in Figure 4, the JBSA-Seguin noise contours do not interface with the City of Seguin directly. However, it should be noted that a majority of the noise contours directly affect land uses within Guadalupe County. Additionally, the 65 dB contour is proximate to a portion of the eastern city limit of Seguin, and there is a small portion of the 75 dB noise contour that is located off-installation.

### **Imaginary Surfaces**

Figure 4 also displays the dimensions of the imaginary surfaces layers that build upon each other and surround the JBSA-Seguin airfield. The dimensions, planes, and slopes of these surfaces are the same as those associated with the JBSA-Randolph airfield, as both JBSA-Randolph and JBSA-Seguin airfields include Class B runways.

*Source: AICUZ Study for Seguin Auxiliary Airfield, TX (Dec 2000); Unified Facilities Criteria: Airfield and Heliport Planning and Design (Nov 17, 2008) DOD*

### **Bird Air Strike Hazard Relevancy Area**

Figure 4 illustrates the JBSA-Seguin BASH relevancy area, the BASH Plan notes one issue related to this area—circling and soaring raptors and increased vulture activity. JBSA-Randolph believes these activities are associated with hunting field dressing deer during the season, beginning the end of September to the beginning of November for archery only and beginning November to the beginning of January for the general season.

### **Vertical Obstructions**

As previously indicated within the information regarding JBSA-Randolph, the FAA established guidance to reduce the potential for accidents surrounding an airfield. More information about the FAA guidance is included in Section 4: Existing Tools and in the JBSA-Randolph description. Figure 4 displays JBSA-Seguin Part 77 relevancy areas.

*Source: 14 CFR § 77.17*

## **3.4 Stinson Municipal Airport**

Stinson Municipal Airport (Stinson) is owned and operated by the City of San Antonio. The inclusion of Stinson within the JBSA-Randolph JLUS is based on the JBSA-Randolph military flight operations that occur at Stinson. Accordingly, information in this section regarding Stinson will be limited to the operations involving JBSA-Randolph to the extent possible.

### **Current Operations**

While the majority of Stinson's current operations are general aviation, the relevant component to this JLUS is the JBSA-Randolph military operation involvement. The total of all military activities totaled 7,146 for a 12-month period ending March 26, 2011. This total represents 4.5 percent of the total aviation operations conducted at Stinson for the same period. Historical data captured from 2002 to 2011 shows transient military operations outnumbered local military operations for all years between and including 2002 to 2008. Beginning in 2009, the number of transient military operations decreased from previous years, but appears to have stabilized around 3,000 to 3,500 annual operations based on available data.

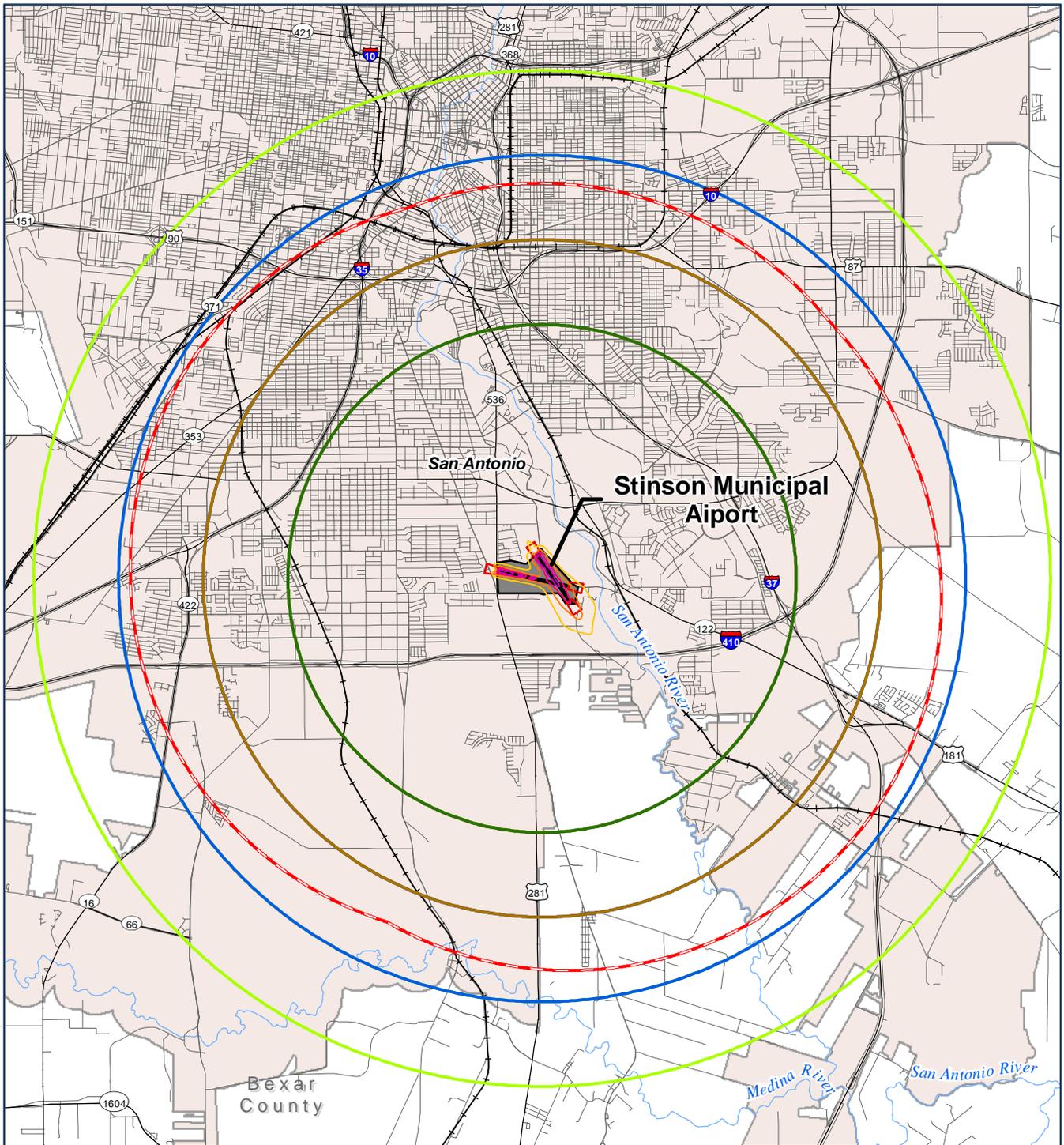
*Source: Stinson Municipal Airport Master Plan Update (May 2013) Kimley-Horn and Assoc.; Airport Master Record (Jun 27, 2013) FAA; Advisory Circular 150/5300-13A (Sept 28, 2012) FAA; San Antonio Sectional (May 2, 2013) FAA; FAA Airport Master Record, 2013.*

### **Stinson Mission Footprint**

The overall footprint relating to the operations at Stinson is likely to be reflective of the general aviation operations unlike the footprint for JBSA-Randolph and JBSA-Seguin, where data for those two locations only included military operations. In addition, the footprint relative to military operations, as illustrated in Figure 5, is likely to be exaggerated since the military operations only comprise a small percentage of the overall aviation operations.

### **Safety Zones**

Several different safety and protection zones comprise the Stinson Municipal Airport Safety Zones. They are Object Free Areas, Runway Protection Zones, Runway Safety Areas and Obstacle Free Zones.



**Legend**

5-mile BASH Relevancy Area	<b>Noise Contours (DNL) FAA Part 77</b>	<b>JLUS Partner</b>	Stinson Municipal Airport
Runway Protection Zones	60 dB	Up to 200' @ 3NM	Runway
	65 dB	Up to 300' @ 4NM	Interstate / Highway
	70 dB	Up to 400' @ 5NM	Road
	75 dB	Up to 500' @ 6NM	Railroad
		San Antonio	River
		Bexar County	

Sources: FAA, 2013; Ricondo & Associates, 2013.

0 1 2 Miles

**Matrix DESIGN GROUP**

**Figure 5**  
**Military Footprint Composite**  
**Stinson Municipal Airport**

### **Object Free Areas and Runway Protection Zones**

CZs and APZs are associated with military airfields. Civilian airfields, in contrast, utilize object free areas (OFAs) and runway protection zones (RPZs). The OFA is located in the same general area and serves the same purpose as the military's CZs in that it is an area located at the end of a runway and is intended to be "free of objects" as noted in the FAA Advisory Circular regarding airport design. Additionally, the RPZs act similarly to the APZs in that they are designed to minimize harm to persons and property in the event of an aviation-related incident during takeoff or landing. RPZs, though, differ from APZs in size, shape, and property ownership requirements. RPZs vary in size and are enlarged or minimized according to the type of aircraft a runway supports.

Figure 5 displays RPZs at Stinson. All of the runways at Stinson include RPZs, but do not include OFAs. This is because the active part of the runway, the point at which an aircraft will physically gain or lose contact with the runway during landing or takeoff, starts several hundred feet from the end of the paved area associated with the runway. The active start of the runway – the runway threshold – is displaced from the end of the paved area. These runway areas are not used for takeoff or landing and act as the OFA since the area is kept free of objects by virtue of the paved areas associated with the runway location.

*Source: Advisory Circular 150/5300-13A (Sep 28, 2012) FAA; Memorandum: Interim Guidance on Land Uses within a Runway Protection Zone (Sep 27, 2012) FAA; Stinson Municipal Airport Master Plan Update (May 2013) Kimley-Horn and Assoc.*

### **Runway Safety Area**

The runway safety area (RSA) includes all areas directly adjacent to the runway and is sized to arrest 90 percent of all runway overruns. According to the FAA, "The RSA enhances the safety of aircraft which undershoot, overrun, or veer off the runway, and it provides greater accessibility for fire-fighting equipment during such incidents." The size of the RSA is standardized based on the aircraft approach category and the aircraft design group.

*Source: Advisory Circular 150/5300-13A (Sep 28, 2012) FAA; Stinson Municipal Airport Master Plan Update (May 2013) Kimley-Horn and Assoc.; FAA AC, 2012.*

### **Obstacle Free Zone**

The primary purpose of the obstacle free zone (OFZ) is to ensure the safe maneuver of aircraft in the areas near and adjacent to an airfield / runway. The OFZ dimensions for civilian runways are fully dependent on "approach minimums for the runway end and the aircraft on approach". Accordingly, the size of the OFZ is standardized based on the aircraft approach category and the aircraft design group.

*Source: Advisory Circular 150/5300-13A (Sep 28, 2012) FAA; Stinson Municipal Airport Master Plan Update (May 2013) Kimley-Horn and Assoc.; FAA AC, 2012.*

### **Aircraft Noise Contours**

Similar to the noise modeling and resulting noise contours prepared for JBSA-Randolph, noise contours were produced for activities at Stinson and are shown in Figure 5. While the DNL 75 dB and 70 dB noise contours are confined to the Stinson Municipal Airport property, the DNL 65 dB contour extends off the southern end of Stinson approximately 500 feet into San Antonio. The DNL 60 dB noise contour associated with the south end of the airport property extends into areas where residential and industrial uses are located. According to the *Airport Improvements* document, four residential dwelling units having approximately 11 persons would be affected by noise equal to or greater than DNL 60 dB.

*Source: Airport Improvements for Stinson Municipal Airport Environmental Assessment (Jun 2007) Ricondo & Assoc*

### **Imaginary Surfaces**

The imaginary surfaces that help to define acceptable height limits for civilian airports are established by the FAA and implemented based on the aircraft approach category and the aircraft design group. The City of San Antonio's Unified Development Code Airport Hazard Overlay District stipulates the surfaces and size of surfaces developed for and utilized by Stinson. These surfaces are shown in Figure 5.

*Source: 14 CFR § 77.17; City of San Antonio Unified Development Code Section 35-331: "AHOD" Airport Hazard Overlay District, Jan 2006*

### ***Bird Air Strike Hazard Subzone***

FAA recommendations for BASH management state that land use management around an active airfield out to five statute miles from the center of the runway is key to mitigating the incidence of BASH. The FAA indicated this area was the area where BASH incidents were most likely to occur because aircraft are flying at lower altitudes and speeds. This makes the probability for BASH incidents to occur higher as BASH incidents typically occur at altitudes up to 3,500 feet AGL. The BASH relevancy area for Stinson is shown on Figure 5.

### ***Vertical Obstructions***

As previously mentioned in the JBSA-Randolph and JBSA-Seguin operational footprints, the FAA established guidance to reduce the potential for accidents surrounding an airfield based on heights of structures and ground elevation. More information about the FAA guidance is included in Section 4: Existing Tools and in the JBSA-R description. Figure 5 illustrates the FAA Part 77 footprint for Stinson.

There are numerous existing tools that can be used to encourage, promote, and manage compatibility between military installations and their neighboring communities. These tools exist at the federal, installation, state, regional, and local level and are used for compatibility purposes to guide every day land use and operational decisions in communities and on military installations.

This chapter lists some of the key tools that are currently, or are recommended to be more efficiently utilized or enhanced to address the compatibility issues identified by the JBSA-Randolph (JBSA-Randolph) Joint Land Use Study (JLUS) process. The tools listed in this section are not exhaustive, but are meant to provide a brief overview of the primary tools currently utilized in the JLUS Study Area.

## 4.1 Federal Programs and Policies

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The federal programs and policies are provided for by the various branches of the federal government. These tools authorize other federal, state, and local agencies to implement regulatory measures and policies to protect the multiple resources that are involved in land use and military compatibility planning. The intent of these regulatory measures and policies include the protection and preservation of the quality of life and public welfare and the myriad of natural resources including land, water, and airspace.

These tools assist land use decision makers and planners of all levels to make informed decisions, which can enable compatible land use development between joint land uses—military and community land uses.

Federal programs and policies were evaluated in the JBSA-Randolph JLUS to assist in determining where areas of improvement could enable enhanced land use planning at the local level. Some key federal programs that were evaluated in the JBSA-Randolph JLUS process include but are not limited to the Air Installation Compatible Use Zone (AICUZ) Program and the Federal Aviation Act, specifically FAA Regulation Title 14 Part 77. For a complete description of these programs and tools, see the Background Report, Chapter 4, Existing Compatibility Tools.

## 4.2 JBSA-Randolph Tools

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The JBSA-Randolph installation tools provide guidance for land uses and development activities on the installation. These tools govern land use decisions that occur inside the fence line.

These tools provide guidance and establish standard operating procedures during certain events such as a bird air strike hazard (BASH) condition and / or the parameters for conducting missions within the military operating area (MOA). There are various installation tools that are instrumental in assisting and guiding land use decisions as they interface with the military mission. Some key JBSA-Randolph tools that were evaluated in the JLUS process include but are not limited to the BASH Plan and the JBSA-Randolph 2030 General Plan. However it should be noted, the 12 Flying Training Wing (FTW) does not consider the AICUZ land use recommendations as compatible with its training operations. The 12 FTW conducts approximately 200,000 flight movements annually in fighter-trainer type aircraft and the density of urban development recommended by the AICUZ substantially increases mission risk and the likelihood that people and property will be significantly impacted by an aircraft mishap.



## 4.3 State of Texas Tools

The state tools provide further assistance and protection of land uses in the State of Texas. The tools authorize or mandate local counties and cities to provide for the protection of the State’s valuable industries including the DOD and agriculture. In addition, the State’s tools require communities and developers to protect and preserve the State’s natural resources including land and water by establishing further regulatory measures to ensure the natural environment is preserved and protected from over-consumptive practices.

Some essential State tools that were analyzed in this JLUS include but are not limited to the Joint Airport Zoning Board (JAZB) authorized by Chapter 241 of the Texas Local Government Code, the Texas Military Preparedness Commission and the Airport Compatibility Guidelines authored by the Texas Department of Transportation, Aviation Division.

## 4.4 Texas Local Jurisdiction Planning Tools

The planning tools used by the study area jurisdictions were analyzed and categorized as permanent, semi-permanent, or conditional. In Texas, only cities may enforce traditional land use and development regulatory authority. Very few counties in Texas have limited authority to regulate land uses, i.e. Bexar County is authorized to regulate lighting in the unincorporated portions of the county. Counties are not required to adopt Comprehensive Plans; however, cities are required by state law to have a comprehensive plan and update it every five years.

Texas Local Government Code provides cities and counties with authority to regulate the subdivision of land within incorporated and extraterritorial jurisdiction (ETJ) areas, including managing roads, streets, drainage, and rights-of-way. In general, land cannot be divided in Texas without local government approval. Dividing land for sale or lease is regulated by local ordinances based on the Texas Local Government Code (Chapter 212 for cities and Chapter 232 for counties).

In the case of cities, the comprehensive plan, zoning, subdivision, and other ordinances govern the design of the subdivision, the size of its lots, and the types of improvements (street construction, sewer lines,

drainage facilities, etc.). Counties may only regulate subdivisions as they apply to roads, property setbacks and groundwater.

There are 29 incorporated municipalities and numerous smaller, unincorporated communities within Bexar and Guadalupe Counties. While the missions conducted at JBSA-Randolph have the potential to intermittently affect different parts of the counties at one time or another, this JLUS focuses on areas of Bexar County and its incorporated cities of Converse, Garden Ridge, Live Oak, San Antonio, Schertz, Selma, and Universal City, and Guadalupe County and its incorporated cities of Cibolo and Seguin. These areas are most affected by JBSA-Randolph operations and conversely, are the areas that have the most potential to pose compatibility issues for JBSA-Randolph.

Some essential local jurisdiction planning tools that were analyzed in this JLUS include but are not limited to the following:

- Comprehensive Plans, Unified Development Code and Zoning Ordinances and Orders, and Subdivision Regulations
- Building Codes
- Annexation Regulations
- City of San Antonio Airport Hazard Overlay District/ Military Airport Overlay Zone
- City of San Antonio Military Sound Attenuation Overlay Districts, Section 35-339.05
- City of Schertz Airport Installation Compatible Use Zone District
- City of Universal City Perpetual Clear Zone Easement and Formal Coordination Letters

The local jurisdiction planning tools provide further assistance and protection of land uses in the communities proximate to JBSA-Randolph facilities.

## 5.1 Identification of Compatibility Issues

Compatibility, in relation to military readiness, is defined as the balance or compromise between community and military needs and interests. The goal of compatibility planning is to promote an environment where both entities communicate, coordinate, and implement mutually supportive actions that allow them to achieve their respective goals and objectives.

Numerous factors influence whether community and military plans, programs, and activities are compatible or in conflict. For the JBSA-Randolph JLUS, 24 compatibility factors were evaluated to confirm the presence of, and establish priorities for, the key Study Area issues. Two of these factors, noise and vibration, were grouped together due to similar issues and strategies.

## 5.2 JBSA-Randolph Compatibility Issues by Factor

**Alternative Energy Development** is the likelihood of development of alternative energy developments within the JBSA-Randolph JLUS Study Area. Alternative energy includes wind and solar energy facilities. Any current or proposed wind or solar facilities in the study area located in areas where low-altitude aviation operations can occur can create a vertical obstruction and / or visual impairment for pilots. The uncoordinated placement of these facilities can lead to incompatibilities with the JBSA-Randolph mission. The following Alternative Energy Development issue was identified:

- Local ordinances do not regulate alternative energy equipment or facility siting which may pose a vertical obstruction and/or safety issue for flight operations.

**Anti-Terrorism / Force Protection** is the protection and security of the nation's defense assets. Issues are created when national defenses can be breached or compromised, such as development close to the fence line where the public can view operational activities. It is important for the DOD and JBSA-Randolph to address these issues to ensure military readiness. The following Anti-Terrorism / Force Protection issue was identified:

- JBSA-Randolph East Gate does not meet all AT / FP requirements, which may affect security and local community traffic congestion due to the traffic throughput constraints at the gate.

**Communication / Coordination** is the communication and collaboration between multiple agencies engaged in a common goal. For the JBSA-Randolph JLUS, interagency coordination represents several challenges for both JBSA-Randolph and surrounding communities. The lack of a coordinated approach when planning activities including proposed development and infrastructure extensions can result in incompatibilities for sustaining the JBSA-Randolph mission and growth of the surrounding communities. The lack of information sharing such as important geographic information system data used for planning and mapping can potentially result in incompatible development near the installation and ranges. The following Interagency Communication / Coordination issues were identified:

- Local jurisdictions and the public are not clear who they should contact at JBSA-Randolph regarding specific questions, complaints or coordination.



- There is a need for JBSA-Randolph to enhance their coordination and notification with the local jurisdictions / public when there is an increase in military training activities that are outside their typical training schedule.
- There is a need for better coordination between JBSA-Randolph and local jurisdictions regarding proposed development applications to achieve compatible development in support of the military mission and the positive economic impact the military brings to the community.
- There is no defined JBSA-Randolph response time for reviewing proposed development actions within the Universal City Perpetual Clear Zone Easement Area.
- There is a lack of notification or accurate notification to potential buyers looking to purchase property / homes within the Accident Potential or Clear Zones.
- There is a lack of notification to potential home buyers that a military installation is located within the area which may generate noise, vibration or other impacts associated with military missions.
- Multiple agencies advocate for the preservation of military mission and local economic development and have similar overarching goals, but lack integrated coordination reducing the potential for maximization of resource use and shared benefits.
- A comprehensive set of Geographic Information Systems (GIS) data depicting military mission profiles and footprints is not available to local jurisdictions and agencies.
- Continued coordination of the shared airspace between JBSA-Randolph and San Antonio International Airport is important to ensure the safety of the pilots and the public located beneath the airspace.
- Despite notification from Houston Air Route Traffic Control Center, general aviation aircraft enter Military Operating Areas where military aircraft are conducting nontraditional flight maneuvers.

- The Metropolitan Planning Organization Board does not include JBSA-Randolph representation.
- There is a lack of temporary construction and crane operation permits within the jurisdictions for the approach and departure corridor.

**Dust, Smoke, and Steam** is a by-product generated by both military and civilian activities. Dust and smoke is not only a visibility nuisance, but can also be an air quality issue for Bexar County. Dust from agriculture activities located near the airfields can be incompatible with low-level flight operations and create visual impediments for pilot navigation. The following Dust, Smoke, and Steam issue was identified:

- The refinery near Stinson Municipal Airport emits particulate into the air that can create a visibility hazard for pilots.

**Housing Availability** is the availability of eligible and qualified housing units to military personnel and their families. While military personnel from visiting units reside on-base, mission increases will need to be coordinated with communities so that they can plan and prepare for additional housing to accommodate any growth in personnel. The following Local Housing Availability issue was identified:

- As growth continues to occur within the area surrounding JBSA-Randolph, the availability of adequate housing to support the needs of military personnel may be limited.

**Infrastructure Extensions** represent compatibility issues for JBSA-Randolph based on their proposed or planned location. Transportation routes and electrical and water infrastructure impact land uses differently based on location, magnitude of the improvements, and the resulting outcome. Infrastructure extensions tend to catalyze development in the surrounding communities. This development can create incompatibilities with JBSA-Randolph military operations. The following Infrastructure Extensions issues were identified:

- Desire for additional sewer treatment capacity within the City of Schertz – south and east of JBSA-Randolph as well as other future plans for infrastructure improvements in surrounding communities could encourage incompatible growth.
- JBSA-Randolph currently does not have a redundant water supply system and may be at risk if their existing system fails.

**Land / Air Space Competition** is defined as multiple uses of both land and air spaces. The JBSA-Randolph JLUS evaluated land and air space shared between military and civilian activities relative to commercial / civilian—general aviation operations in the region. The JBSA-Randolph JLUS also assessed several land areas used for recreational purposes. The following Competition for Land and Air Spaces issues were identified:

- The airspace that JBSA-Randolph uses is already congested and concerns exist that the competition for airspace will increase due to community airport growth, expanded JBSA-Randolph operations, and potential San Antonio International Airport runway improvements.
- New Braunfels Regional Airport and Stinson Municipal Airport civilian flight training operations occur in the same airspace used by JBSA-Randolph military trainers for runway approach.
- Proximity of other airfields to JBSA-Randolph and JBSA-S auxiliary runway approaches create airspace conflicts.



**Land Use** is the impetus for the JBSA-Randolph JLUS. The JLUS assesses various components of land use to determine

compatibility between unique military missions and the economic vision of the surrounding jurisdictions. This assessment considers accomplishing mutual goals and benefits to facilitate the military's continued training mission for readiness while allowing for economic development in adjacent communities. Certain land uses are sensitive to noise, vibration, and other impacts generated by military training exercises. In contrast, certain land uses employed by communities can limit

military training activities by encouraging annexation practices in areas critical to the military mission. The following Land Use issues were identified:

- Several local jurisdictions that have areas which are located within the airfield safety zones or noise contours do not reference or implement the AICUZ recommendations.
- The language about AICUZ recommendations in a few of the local jurisdictions zoning ordinances are not clear and may create an interpretation challenge.
- Concern about the application of the 2011 AICUZ DOD Instructions Floor to Area Ratio (FAR) recommendation. The Floor to Area ratio recommendation was not part of the AICUZ but it is part of the instructions.

**Legislative Initiatives** are issues that require legislative action or amendments to ensure compatibility factors are addressed within local jurisdictions that affect or are affected by proximity to JBSA-Randolph. The following Legislative Initiatives issue was identified:

- Current real estate seller disclosure forms do not contain notice informing potential buyers that military training operations occur within the area.
- Bexar and Guadalupe Counties have limited zoning and subdivision authority, which restricts the enforcement of compatible development.

**Light and Glare** can be generated by both military and civilian uses. Light and glare can be generated from certain construction materials during the daytime when sunlight reflects off the structure. This can create visual impairments for pilots flying at low altitudes. Certain types of alternative energy development can create glare for pilots in training, posing a safety hazard to the pilot and the aircraft. The following Light and Glare issues were identified:

- Commercial and retail development, particularly outdoor retail and commercial activities that require additional lighting, may impact flight operations at JBSA-Randolph.
- Rooftop- or ground-mounted solar panels without anti-reflective coating can create glare.
- Directed light from unregulated and unconventional sources, i.e., laser scope for paint

ball shooting accuracy, can be hazardous to pilots and cause temporary blinding.

- A lack of consistency in controlling light sources, glare, and general ambient light may result in an unsuitable night training environment for flying training operations.

**Noise and Vibration** are the result of both military training exercises and construction and development activities. These factors can be incompatible with sensitive land uses. Noise that is loud and extending into night hours can disrupt the lives of the public. Vibration can disrupt daily living activities and in extreme cases cause structural damage. The JLUS strives to balance community quality of life with mission operations and readiness.

The following Noise and Vibration issues were identified:

- The military flight operations that occur at JBSA-Randolph, JBSA-S, and Stinson Municipal Airport produce noise that is heard outside the boundaries of the installations.
- Local jurisdiction's building codes do not require sound attenuation per the Federal Aviation Administration / Department Of Defense guidance.
- JBSA-Randolph and San Antonio International Airport flight patterns may be redirected due to weather or congestion which may lead to noise complaints sent to JBSA-Randolph that were actually caused by aircraft from the commercial airport.
- General concern that JBSA-Randolph cannot forecast future mission requirements, i.e., larger aircraft, which may generate a larger noise footprint and increase noise complaints from the community since many people are not aware that a change in a flying mission may impact the amount of aircraft noise they may hear.
- JBSA-Randolph may expand maintenance depot activities and night operations that could include engine run-up exercises on test cells which may generate an increase in noise complaints.
- Concern that noise complaints may increase at JBSA-S Auxiliary Airfield after the runway

improvements are completed and flight operations resume.

- Vibration complaints are an issue in the cities of Schertz and Universal City.

**Roadway Capacity** can create incompatibilities between military operations and civilian activities due to limited roadway capacity. Roadway Capacity was evaluated for coordination of improved public roadways to meet the needs of both military and civilian uses. The following Roadway Capacity issue was identified:

- Mass transit is limited around JBSA-Randolph due to the suburban nature of the area.
- Road network near JBSA-Randolph is congested with frequent wait times / delays during peak use hours; this affects JBSA-Randolph and local communities.
- Potential retail development along FM-3009 (Roy Richard Drive) and Interstate 35 in the city of Schertz may result in increased local traffic.
- Current Union Pacific rail operations supporting the natural gas extraction industry temporarily halt thru-traffic on State Highway 218 (Pat Booker Road) causing periodic vehicle stacking near JBSA-Randolph.
- Thirty to forty commercial deliveries / trucks queue along Old Seguin Road to enter JBSA-Randolph through the South Gate and impact local roadway congestion.
- Existing interstate infrastructure is at capacity, which results in regional traffic congestion and impacts daily workforce commuters to and from JBSA-Randolph.

**Safety** issues are generated by both military and civilian land uses. Safety concerns relevant to military operations include development (i.e. even the stacking of hay bales and other such commodities) near or adjacent to the runway in areas where development is strongly discouraged such as the Clear Zone. Safety issues are also evaluated based on the land uses located near active runways, such as water features, that can attract birds and wildlife to this critical aviation area where low-speed low-altitude aircraft perform operations. The following Safety issues were identified:

- There are existing land uses and proposed developments within the airfield safety zones around JBSA-Randolph that are incompatible.
- A portion of existing development within the JBSA-Seguin airfield safety zones is incompatible due to the type of land use and / or density.
- A portion of existing development near Stinson Municipal Airport is nonconforming due to buildings or structures located in runway protection zones.
- There are no policies or regulations that deal with land uses that may pose Bird/Wildlife Aircraft Strike Hazard risks near JBSA-Randolph and JBSA-Seguin.
- Any development that occurs within the CZ and is not part of the CZ easement will be incompatible per DOD AICUZ instructions.
- San Antonio International Airport's aging radar equipment services all local airfields, but requires routine repairs and lacks a backup and redundancy system.
- Though local zoning ordinances do not consider adjustments for site elevations that are higher than the existing airfield elevation at JBSA-Randolph for wireless communication tower permits, telecom contractors coordinate directly with the FAA regarding height restrictions and lighting and a statement from JBSA-Randolph must be provided that the proposed communication use will not interfere with flight operations prior to approaching local municipalities to install or upgrade cell towers.
- Allowing each new vertical structure / equipment application to construct an individual tower results in crowded airspace.
- Above ground utility poles are located in JBSA-Randolph runway approach and departure flight corridors and may be a vertical obstruction to flight operations and pose a safety risk.



#### Vertical Obstructions

are structures that impede navigable airspace for both military and civilian aircraft operations. Structures that pose a threat to the airspace for military and civilian aviation

include tall wind turbines and wireless communication towers. It is important to ensure the communities adjacent to JBSA-Randolph plan accordingly to safeguard against unintended safety concerns relative to structures that obstruct navigable airspace. The following Vertical Obstructions issues were identified:

- Current ordinances do not adequately regulate building heights in conjunction with FAA Imaginary Surfaces height recommendations.

**Water Quality and Quantity** is the factor that assesses the quantity and quality of water resources in the JBSA-Randolph JLUS Study Area. This factor evaluates the amount of water that is utilized by the installation relative to the available supply of water and then compares that with the demand and supply that is utilized by the surrounding communities to provide for the necessary public services. In addition to evaluating the water supply, this factor also reviews the overall quality of public water use in the JLUS Study Area. Water quality can be affected by military operations, public recreation use and stormwater drainage. The following Water Quality and Quantity issues have been identified:

- Edwards Aquifer provides the majority of local water supply and future supplies could be constrained by various demands. Current and future regional water quantity and availability are major concerns.
- The City of Converse may face additional storm water runoff from the JBSA-Randolph runway if additional paving is installed.

*Please see the next page.*

## 6.1 Implementation Plan

This section identifies and organizes the recommended actions (strategies) developed through a collaborative effort between representatives of local jurisdictions, JBSA-Randolph (JBSA-Randolph), state and federal agencies, local organizations, the general public and other stakeholders that own or manage land or resources in the region. Because the JBSA-Randolph JLUS is the result of a collaborative planning process, the recommendations in this section represent a true consensus plan; a realistic and coordinated approach to compatibility planning developed with the support of stakeholders involved throughout the process.

JLUS strategies incorporate a variety of actions that can be implemented to promote compatible land use and resource planning. Upon implementation, existing and potential compatibility issues arising from the civilian / military interface can be removed or significantly mitigated. As such, the recommended strategies function as the heart of the JLUS document and are the culmination of the planning process.

The recommended strategies for JBSA-Randolph JLUS have been tailored to consider the unique flight operations and associated risk factors including Bird / Wildlife Aircraft Strike Hazards (BASH) specific to JBSA-R and to assist the installation and surrounding counties and cities with informed development decisions that protect the aviation mission and growth capability of communities while protecting the public health, safety, and welfare.

The JBSA-Randolph mission is unique within the Air Force due to its high volume of pilot training aircraft operations, making the installation control towers the busiest in the Air Force. Due to weather factors and pre-existing high-density development north of JBSA-Randolph, approximately 70-80% of these operations are conducted to the south. The 12th Flying Training Wing conducts over 26,000 sorties annually, including more than 212,000 local takeoffs and landing traffic pattern operations in 2014. In particular, the 12th Flying Training Wing conducted over 115,000 takeoffs and landings on the west runway in 2014 alone with the high-performance T-6 Texan trainer as the primary aircraft accounting for these operations. Due to the requirement to deconflict operations from the east parallel runway, departing aircraft must fly a course heading of 160 degrees to the west of the APZs. However, on every takeoff, there is a 30 second window in which a pilot's only safe option is to eject in the case of an engine failure. In this circumstance, the probability that the aircraft will land in the APZs is high. The T-38 Talon is a dual-engine fighter-trainer aircraft that operates from the east runway. There is a significantly more acute risk of an accident occurring with this aircraft during traffic pattern operations due to the higher speeds and weight of the T-38 compared to the T-6.

The 2008 Air Installation Compatible Use Zone (AICUZ) study indicates that 80 percent of all aircraft mishaps that occur within 10 nautical miles involve fighter-trainer type aircraft. A safety risk assessment conducted by the 12th Flying Training Wing concluded that the development recommendations made by the 2000 and 2008 Air Installation Compatible Use Zone Study (AICUZ) are not sufficiently restrictive to protect the community from the risks involved in high-volume trainer operations and that high-volume trainer operations flown by the 12th Flying Training Wing's 145 T-38, T-6, and T-1 aircraft are not compatible with urban environments.



Bird / Wildlife Aircraft Strike Hazards present a significant threat to aircraft safety. In particular, there is a significant year-round bird strike risk caused by thousands of migratory and resident white-winged doves that transit JBSA-Randolph's east runway on a daily basis. These birds have become a major problem for JBSA-Randolph and significant resources have been invested to modify the habitat on Base. Unique to Randolph, aircraft operating at this location frequently strike these birds on takeoff which results in a much greater hazard to development in the southern APZs. The bird strike risk is heightened because T-38 engines are highly susceptible to engine loss due to bird ingestion.

Due to risk profile associated with the aircraft operations and BASH at JBSA-Randolph, the 12th Flying Training Wing has recommended restrictions on development:

- Urban development within southern APZ I of either the west or east runway is not compatible.
- Residential development of 1 house per 10 acres in a non-linear arrangement within southern APZ II of the west runway is compatible.
- Residential development of 1 house per 20 acres within southern APZ II of the west runway is compatible. Other uses in accordance with AICUZ criteria may be compatible.
- Residential development within the 65 decibel noise contour is not compatible. Residential construction in these zones presents the possibility of future training restrictions due to the sustained impact of noise on residents.

These collective factors and recommended development restrictions are critical considerations that have influenced the unique nature of the recommended strategies as they apply to the JBSA-R JLUS.

*It is important to note that the JLUS is not an adopted plan, but rather a recommended set of strategies which should be implemented by the JLUS participants to address current and potential future compatibility issues.*

The key to the implementation of the strategies is the establishment of the JLUS Implementation Task Force to oversee the JLUS execution. Through this Task Force, local jurisdictions, JBSA-Randolph, and other interested parties can continue their initial work together to establish procedures, recommend or refine specific actions for member agencies, and make adjustments to strategies over time to ensure the JLUS continues to resolve key compatibility issues through realistic strategies and implementation.

## Implementation Plan Guidelines

The key to a successful plan is balancing the different needs of all involved stakeholders. Several guidelines formed the basis upon which the strategies were developed:

- In concert with the Texas state laws, the Implementation Plan was developed with the understanding that the recommended strategies must not result in a taking of property value. In some cases, the recommended strategies can only be implemented with new enabling legislation.
- In order to minimize regulation, where appropriate, strategies were recommended only for specific geographic areas to resolve the compatibility issue.
- Similar to other planning processes that include numerous stakeholders, the challenge is to create a solution or strategy that meets the needs of all parties. In lieu of eliminating strategies that do not have 100 percent buy-in from all stakeholders, it was determined that the solution / strategy may result in the creation of multiple strategies that address the same issue but tailored to individual circumstances.

## Military Influence Areas

In compatibility planning, the term “Military Influence Area” (MIA) is used to formally designate a geographic area where military operations may impact local communities, and conversely, where local activities may affect the military’s ability to conduct its mission. An MIA is designated to accomplish the following:

1. Promote an orderly transition between community and military land uses so that land uses remain compatible.
2. Protect public health, safety, and welfare.
3. Maintain operational capabilities of military installations and areas.
4. Promote an awareness of the size and scope of military training areas to protect areas separate from the actual military installation (i.e., critical air space) used for training purposes.
5. Establish compatibility requirements within the designated area, such as requirements for sound attenuation and aviation easements.

An MIA delineates a geographic area where strategies are recommended to support compatibility planning and JLUS goals and objectives. The MIAs are where the majority of the recommended strategies apply.

The proposed JBSA-Randolph, JBSA-Seguin, and Stinson Municipal Airport (Stinson) Military Influence Area Overlay Districts (MIAOD) are areas that incorporate all MIAs and Subzones. To better reflect the area of interest and focus implementation, several MIAs are further divided into subzones.

The MIAOD and its subzones including the Controlled Compatible Land Use Area for JBSA-Seguin (CCLUA) are used to define the geographic areas where policies and regulations will be developed and applied to implement the JLUS strategies. This technique ensures the strategies are applied to the appropriate areas, and that locations deemed not subject to a specific compatibility issue are not adversely impacted by regulations inappropriate for their location or circumstance.

## JBSA-Randolph

### JBSA-Randolph Military Influence Area Overlay District

The JBSA-Randolph MIAOD is a proposed geographic area where strategies associated with each JBSA-Randolph MIA subzone apply. Figure 6.1 illustrates the overall MIAOD with all of the subzones. Figure 6.2 illustrates the MIAOD and areas comprising the BASH and Vertical Obstruction Subzones. Figure 6.3 illustrates the Safety and Noise Subzones encompassed within the MIAOD geographic area.

### JBSA-Randolph Military Influence Area Subzones

The four MIA subzones identified for JBSA-Randolph are shown on Figures 6.1, 6.2 and 6.3 and described on the following pages:

- Bird Air Strike Hazard (BASH) MIA Subzone
- Vertical Obstruction MIA Subzone
- Safety MIA Subzone
- Noise MIA Subzone

### BASH Military Influence Area Subzone

The BASH MIA subzone is characterized by areas that could be affected by bird and wildlife strikes due to low-level flight operations. These operations can impact community activities and conversely, community activities could adversely affect operations in this area if not coordinated with JBSA-R. The BASH MIA subzone is illustrated in Figure 6.2.

The BASH subzone represents a 5-mile statistical relevancy area from the center of the runway recommended by the Federal Aviation Administration (FAA). Land uses in this area may be subject to additional regulations to prevent attractants of birds and wildlife that could increase the risk of safety to pilots and aircraft flying at lower speeds and altitudes.

### Vertical Obstruction Military Influence Area Subzone

The Vertical Obstruction MIA subzone includes both the imaginary surfaces and FAA Part 77 guidance for determining vertical obstructions illustrated on Figure 6.2. This combined guidance serves to protect important flight areas for aircraft that operate out of JBSA-Randolph. Within this MIA subzone, strategies address various height restrictions to avoid vertical obstructions.

## **500-Foot Vertical Clearance**

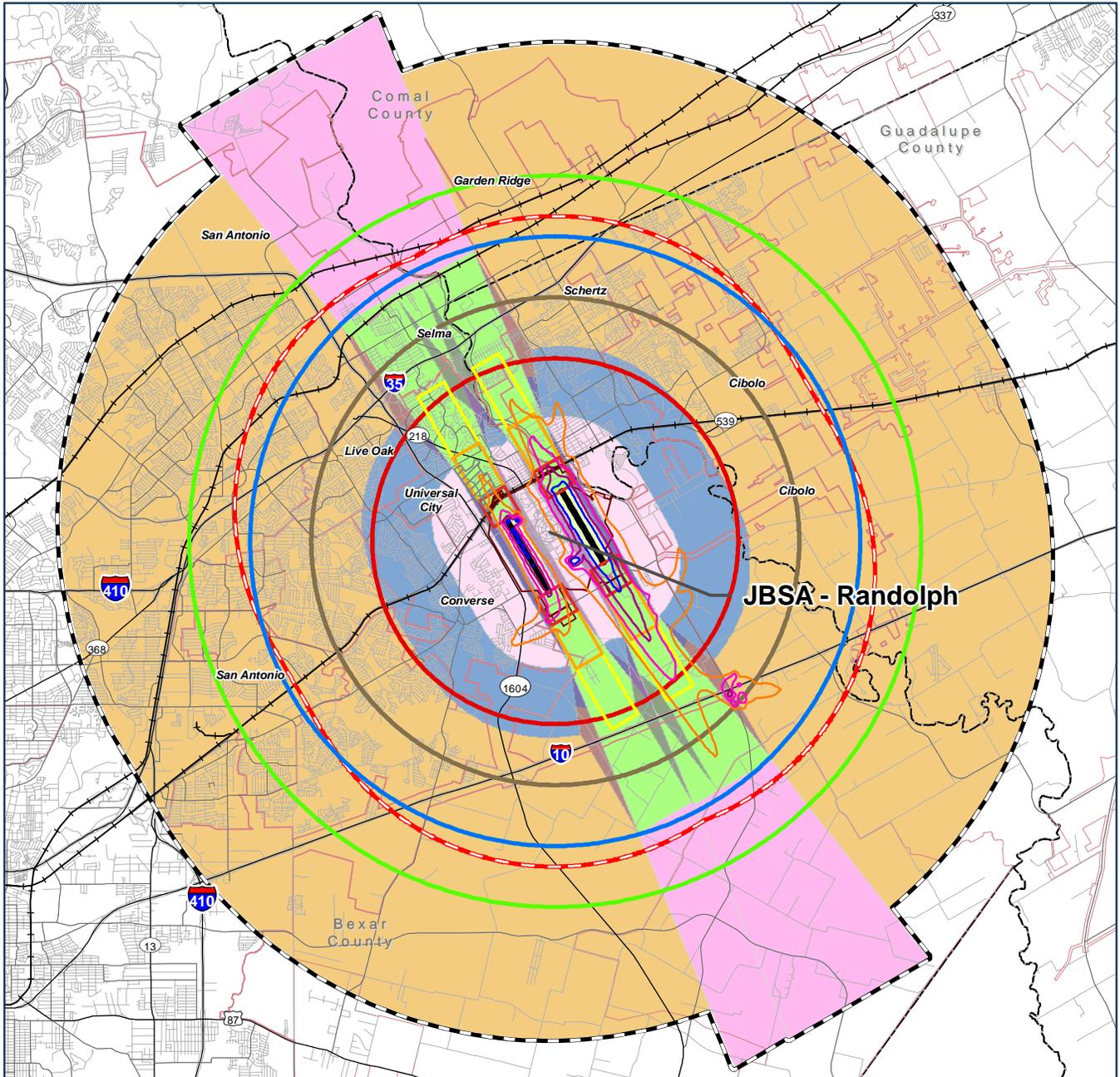
The 500-foot clearance zone is characterized by the vertical limits of the most expansive imaginary surface—the approach and departure clearance surface, illustrated on Figure 6.2. In this surface, for every 50 horizontal feet extending from the end of runway, development can extend one vertical foot up to 500 feet. Land uses should be coordinated with JBSA-Randolph to ensure safety to the public and pilots is of highest priority.

## **Safety Military Influence Area Subzone**

The Safety MIA Subzone addresses areas that could be affected by low-speed and low-altitude aircraft associated with military training operations. As described in Chapter 3 of the Background Report, the safety zones include the Clear Zone and Accident Potential Zones I and II. These areas are characterized by a high risk for aircraft collisions due to location and types of aviation operations that occur. The size and location of these areas are illustrated in Figure 6.3. New development located within this MIA subzone may be subject to lower densities and potentially other regulations to control attractants for birds and other wildlife.

## **Noise Military Influence Area Subzone**

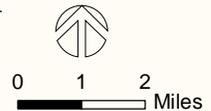
The Noise MIA subzone includes all land located off installation within the 65 dB noise contour for JBSA-R. Other noise contours represent subzones for which residential development and other noise sensitive land uses within this MIA subzone may be subject to sound attenuation measures to reduce noise impacts. Figure 6.3 illustrates the Noise MIA subzone.



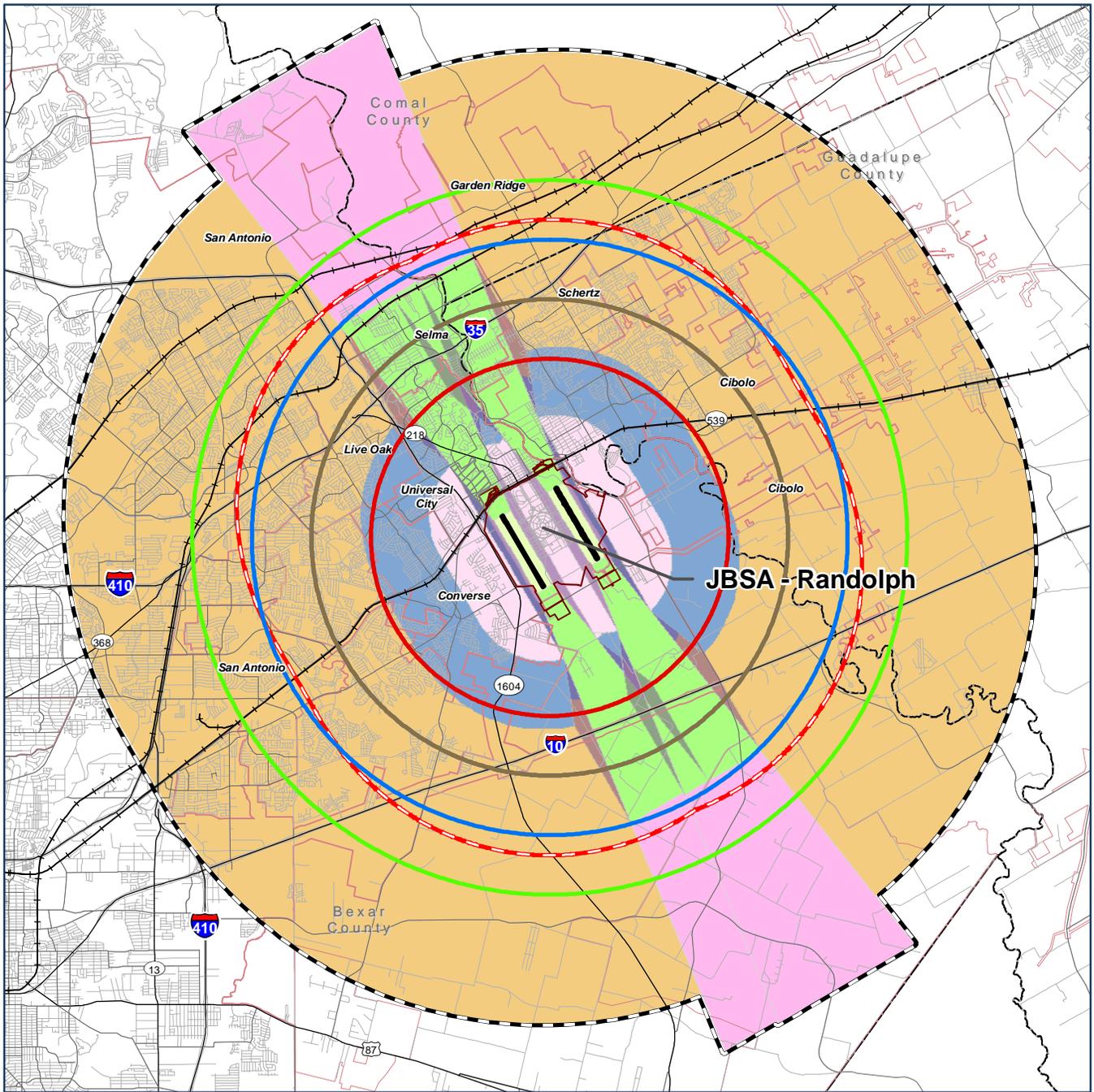
**Legend**

- |   |   |   |  |   |
|---|---|---|--|---|
| <ul style="list-style-type: none"> <li> MIAOD Boundary</li> <li> 5-mile BASH Relevancy Area Subzone</li> <li><b>Safety Subzone</b></li> <li> Clear Zone</li> <li> APZ I</li> <li> APZ II</li> </ul> | <p><b>Vertical Obstruction Subzone</b></p> <p><b>FAA Part 77</b></p> <ul style="list-style-type: none"> <li> Up to 200' @ 3NM</li> <li> Up to 300' @ 4NM</li> <li> Up to 400' @ 5NM</li> <li> Up to 500' @ 6NM</li> </ul> <p><b>Airfield Imaginary Surface</b></p> <ul style="list-style-type: none"> <li> Primary Surface Subzone</li> <li> Approach/Departure Clearance Surface Subzone (glide angle) = 50 ft to 1 ft up to 500 ft</li> </ul> | <p><b>Airfield Imaginary Surface</b></p> <ul style="list-style-type: none"> <li> Approach/Departure Clearance Surface Subzone (horizontal) = 500 ft</li> <li> Inner Horizontal Surface Subzone = 150 ft</li> <li> Conical Surface Subzone = 20 ft to 1 ft</li> <li> Outer Horizontal Surface Subzone = 500 ft</li> <li> Transitional Surface Subzone = 7ft to 1 ft</li> </ul> | <p><b>Noise Subzone</b></p> <ul style="list-style-type: none"> <li> 65 dB</li> <li> 70 dB</li> <li> 75 dB</li> <li> 80 dB</li> </ul> <p><b>JLUS Partners</b></p> <ul style="list-style-type: none"> <li> Regional Cities</li> <li> City / Community</li> <li> Bexar and Guadalupe County Boundaries</li> </ul> | <ul style="list-style-type: none"> <li> JBSA - Randolph</li> <li> Perpetual CZ Easement</li> <li> Runway Centerline</li> <li> Interstate / Highway</li> <li> Road</li> <li> Railroad</li> <li> River</li> </ul> |
|---|---|---|--|---|

Sources: FAA, 2013; JBSA-Randolph, 2013.



**Figure 6.1**  
**Military Influence Area Overlay District (MIAOD) and**  
**Subzones Composite**  
**JBSA-Randolph**

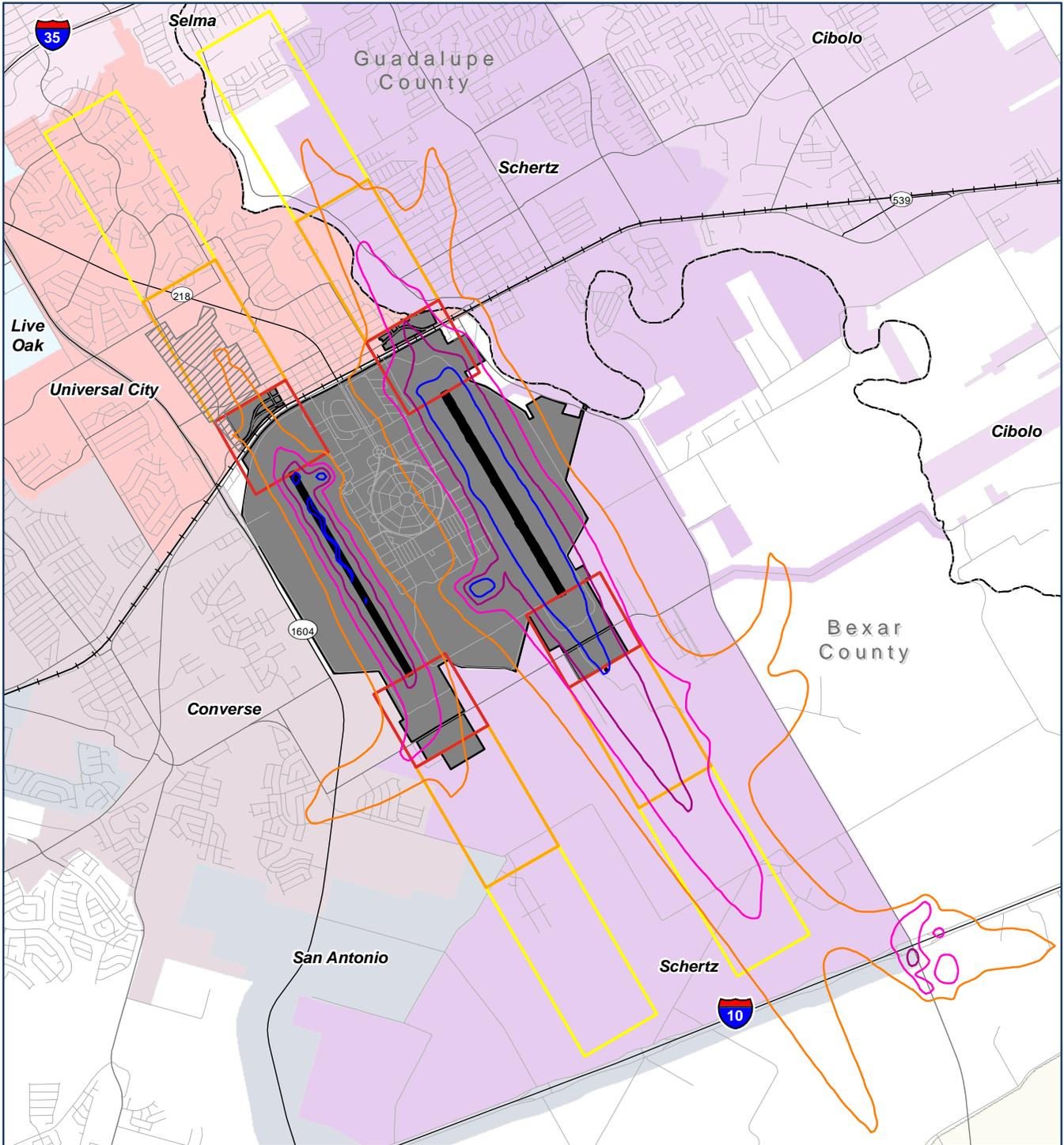


<b>Legend</b>		<b>Vertical Obstruction Subzone</b>		<b>Airfield Imaginary Surface</b>		<b>JLUS Partners</b>		<b>Other Features</b>	
MIAOD Boundary	5-mile BASH Relevancy Area Subzone	Up to 200' @ 3NM	Up to 400' @ 5NM	Up to 500' @ 6NM	Approach/Departure Clearance Surface Subzone (horizontal) = 500 ft	Inner Horizontal Surface Subzone = 150 ft	Conical Surface Subzone = 20 ft to 1 ft	Outer Horizontal Surface Subzone = 500 ft	Transitional Surface Subzone = 7ft to 1 ft
<b>Airfield Imaginary Surface</b>		Primary Surface Subzone		Approach/Departure Clearance Surface Subzone (glide angle) = 50 ft to 1 ft up to 500 ft		Regional Cities		Interstate / Highway	
Regional Cities		City / Community		Bexar and Guadalupe County Boundaries		JBSA - Randolph		Perpetual CZ Easement	
Road		Railroad		River		Runway Centerline			
0 1 2 Miles									

Sources: FAA, 2013; JBSA-Randolph, 2013.



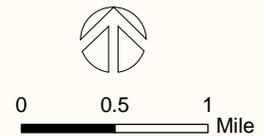
**Figure 6.2**  
**Military Influence Area Overlay District (MIAOD) with Subzones**  
**BASH and Vertical Obstruction**  
**JBSA-Randolph**



**Legend**

<b>Safety Subzone</b>	<b>Noise Subzone</b>	<b>JLUS Partners</b>	San Antonio	Regional Cities	Railroad
Clear Zone	65 dB	Cibolo	Schertz	JBSA-Randolph	River
APZ I	70 dB	Converse	Selma	Perpetual CZ Easement	
APZ II	75 dB	Live Oak	Universal City	Runway	
	80 dB	Bexar and Guadalupe County Boundaries		Interstate / Highway	
				Road	

Source: JBSA-Randolph, 2013.



**Figure 6.3**  
**Military Influence Area Overlay District (MIAOD) with Subzones**  
 Safety and Noise  
**JBSA-Randolph**

## JBSA-Seguin Auxiliary Airfield

### JBSA-Seguin Military Influence Area Overlay District

The JBSA-Seguin MIAOD is a proposed geographic area where strategies associated with each JBSA-Seguin MIA subzone apply. Figure 7.1 illustrates the overall MIAOD with all of the subzones. Figure 7.2 illustrates the MIAOD and areas comprising the BASH and Vertical Obstruction Subzones. Figure 7.3 illustrates the CCLUA, Safety, and Noise Subzones encompassed within the MIAOD geographic area for JBSA-Seguin airfield.

The four MIA subzones and Controlled Compatible Land Use Area (CCLUA) for JBSA-Seguin are identified below, and shown and described on the following pages:

- BASH MIA Subzone
- Vertical Obstruction MIA Subzone
- Controlled Compatible Land Use Area Subzone
- Safety MIA Subzone
- Noise MIA Subzone

### BASH Military Influence Area Subzone

The BASH MIA subzone is characterized by areas that could be affected by bird and wildlife strikes due to low-level flight operations. The BASH MIA subzone illustrated in Figure 7.2 represents a 5-mile statistical relevancy area from the center of the runway around the JBSA-Seguin airfield prescribed by the FAA. Certain land uses in this area may be subject to additional regulations to prevent attractants of birds and wildlife that could increase the risk of safety to pilots and aircraft flying at lower speeds and altitudes.

### Vertical Obstruction Military Influence Area Subzone

The Vertical Obstruction MIA subzone includes both the imaginary surfaces and FAA Part 77 guidance for determining vertical obstructions illustrated on Figure 7.2. This combined guidance serves to protect important flight areas for aircraft that operate out of JBSA-S. Within this MIA subzone, strategies address various height restrictions to avoid vertical obstructions.

### 500-Foot Vertical Clearance

The 500-foot clearance zone is characterized by the vertical limits of the most expansive imaginary surface—the approach and departure clearance surface,

illustrated on Figure 7.2. In this surface, for every 50 horizontal feet extending from the end of runway, development can extend one vertical foot up to 500 feet.

### Controlled Compatible Land Use Area Subzone

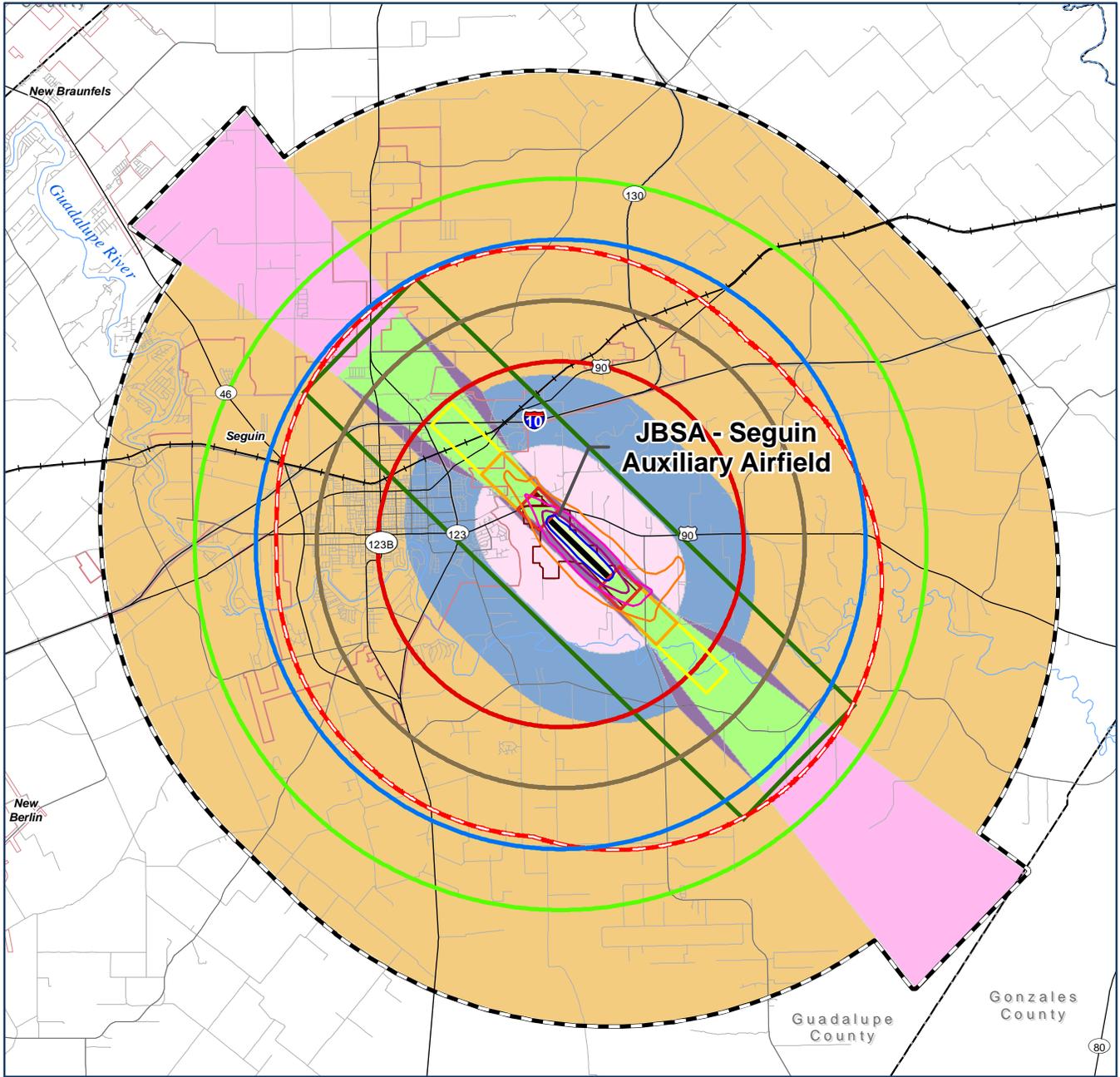
The CCLUA boundary around JBSA-Seguin is the MIA subzone that would allow for airfield zoning coordination and would give land use authority to an established Joint Airport Zoning Board (JAZB), pursuant to Texas Local Government Code, Section 241.014. This MIA subzone defines an area for the JAZB to regulate and adopt airport zoning regulations for lower densities and height restrictions, including areas within the Safety and Noise Subzones, and within the unincorporated portion of Guadalupe County since the county does not have land use authority. The CCLUA boundaries for JBSA-Seguin are shown on Figure 7.3.

### Noise Military Influence Area Subzone

The Noise MIA subzone includes all land located off installation within the 65 dB noise contour for JBSA-Seguin. Other noise contours represent subzones for which noise sensitive land uses within this MIA subzone may be subject to sound attenuation measures to reduce noise impacts. Figure 7.3 illustrates the Noise MIA subzone.

### Safety Military Influence Area Subzone

The Safety MIA subzone addresses areas that could be affected by low-speed and low-altitude aircraft associated with military training operations. As described in Chapter 3 of the Background Report, the safety zones include the Clear Zone and Accident Potential Zones I and II. These areas are characterized by a high risk for aircraft collisions due to location and types of aviation operations that occur. The size and location of these areas are indicated in Figure 7.3. Although development proximate to JBSA-Seguin is minimal, any new development located within this MIA subzone may be subject to lower densities and potentially other regulations.



**Legend**

- MIAOD Boundary
- 5-mile BASH Relevancy Area Subzone
- Controlled Compatible Land Use Area Subzone
- Safety Subzone**
- Clear Zone
- APZ I
- APZ II

**Vertical Obstruction Subzone**

- FAA Part 77**
- Up to 200' @ 3NM
  - Up to 300' @ 4NM
  - Up to 400' @ 5NM
  - Up to 500' @ 6NM

- Airfield Imaginary Surface**
- Primary Surface Subzone
  - Approach/Departure Clearance Surface Subzone (glide angle) = 50 ft to 1 ft up to 500 ft

- Airfield Imaginary Surface**
- Approach/Departure Clearance Surface Subzone (horizontal) = 500 ft
  - Inner Horizontal Surface Subzone = 150 ft
  - Conical Surface Subzone = 20 ft to 1 ft
  - Outer Horizontal Surface Subzone = 500 ft
  - Transitional Surface Subzone = 7ft to 1 ft

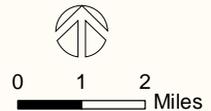
**Noise Subzone**

- 65 dB
- 70 dB
- 75 dB
- 80 dB
- Regional Cities

**JLUS Partners**

- Seguin
- Guadalupe County Boundary

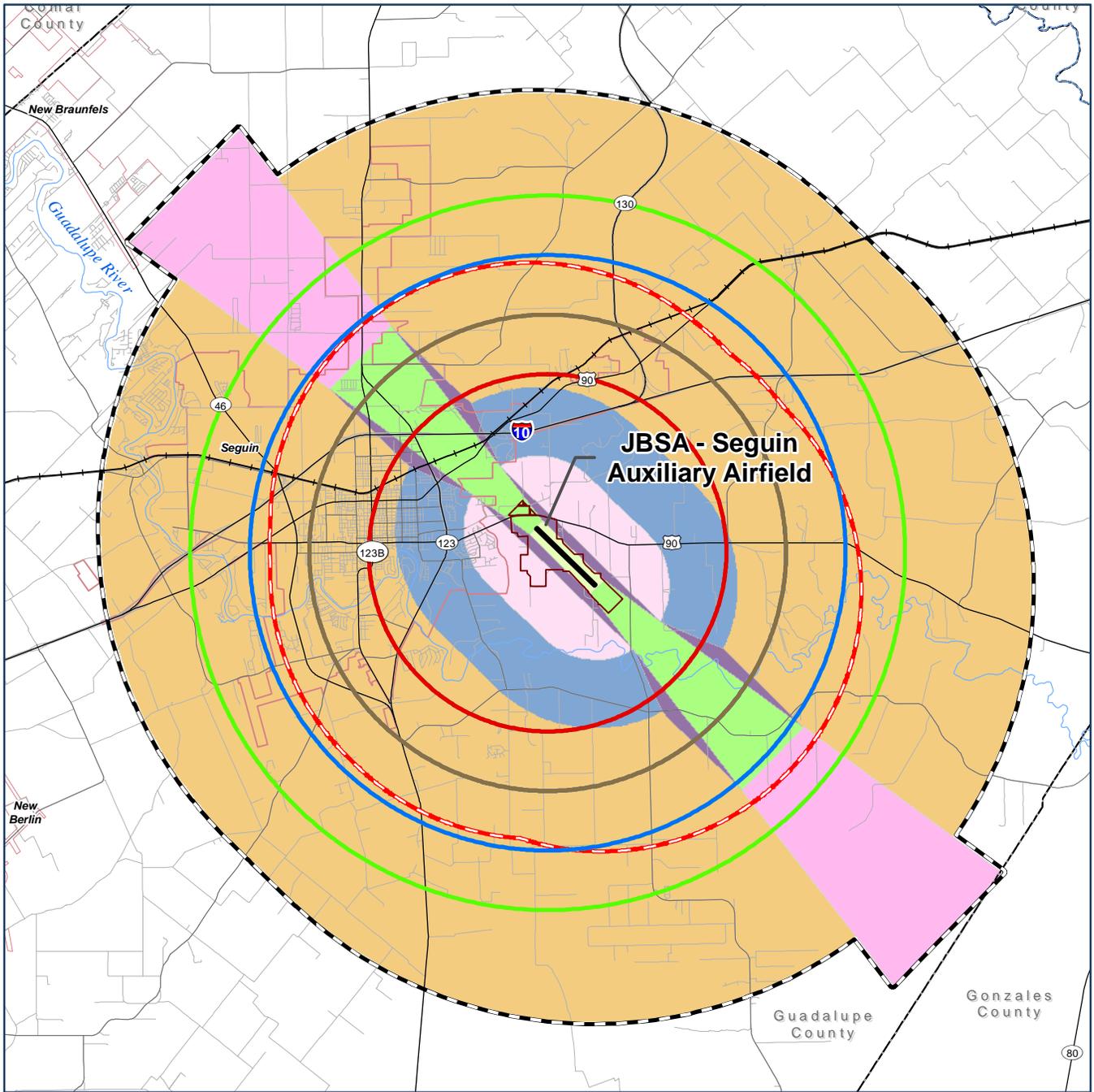
- JBSA - Seguin Auxiliary Airfield
- Runway Centerline
- Interstate / Highway
- Road
- Railroad
- River



Sources: FAA, 2013; JBSA-Randolph, 2013.

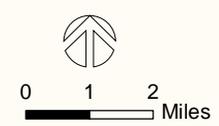


**Figure 7.1**  
**Military Influence Area Overlay District (MIAOD) and**  
**Subzones Composite**  
**JBSA-Seguin Auxiliary Airfield**



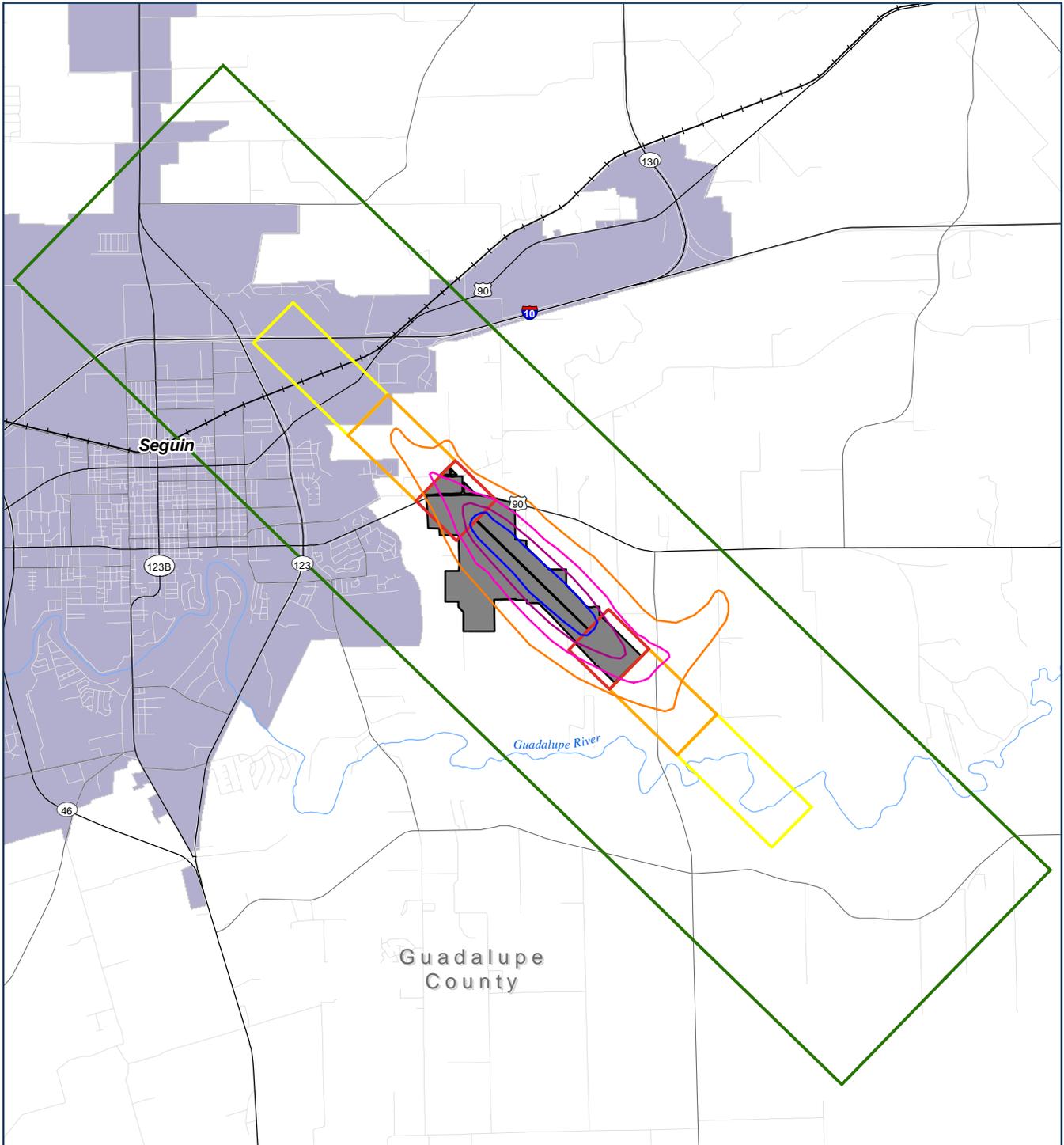
<b>Legend</b>		<b>Vertical Obstruction Subzone</b>			
MIAOD Boundary	5-mile BASH Relevancy Area Subzone	FAA Part 77 Up to 200' @ 3NM	Approach/Departure Clearance Surface Subzone (horizontal) = 500 ft	Regional Cities	Railroad
Up to 300' @ 4NM	Up to 400' @ 5NM	Inner Horizontal Surface Subzone = 150 ft	Conical Surface Subzone = 20 ft to 1 ft	Seguin	River
Up to 500' @ 6NM	Airfield Imaginary Surface Primary Surface Subzone	Outer Horizontal Surface Subzone = 500 ft	Transitional Surface Subzone = 7ft to 1 ft	Guadalupe County Boundary	JBSA - Seguin Auxiliary Airfield
Approach/Departure Clearance Surface Subzone (glide angle) = 50 ft to 1 ft up to 500 ft	Airfield Imaginary Surface Approach/Departure Clearance Surface Subzone (glide angle) = 50 ft to 1 ft up to 500 ft	Runway Centerline		Interstate / Highway	
		Road			

Sources: FAA, 2013; JBSA-Randolph, 2013.



**Matrix DESIGN GROUP**

**Figure 7.2**  
**Military Influence Area Overlay District (MIAOD) with Subzones**  
**BASH and Vertical Obstruction**  
**JBSA-Seguin Auxiliary Airfield**



**Legend**

<b>Safety Subzone</b>	<b>Noise Subzone</b>	Controlled Compatible Land Use Area Subzone	JBSA-Seguin Auxiliary Airfield	Railroad
Clear Zone	65 dB		Runway	River
APZ I	70 dB	<b>JLUS Partners</b>	Interstate / Highway	
APZ II	75 dB	Seguin	Road	
	80 dB	Guadalupe County Boundary		

Source: JBSA - Randolph 2013



**Figure 7.3**  
**Military Influence Area Overlay District (MIAOD) with Subzones**  
 Controlled Compatible Land Use Area, Safety, and Noise  
**JBSA-Seguin Auxiliary Airfield**

## Stinson Municipal Airport

### Stinson Municipal Airport Military Influence Area Overlay District

The Stinson MIAOD is a proposed geographic area where strategies associated with each Stinson MIA subzone apply. Figure 8.1 illustrates the overall MIAOD, which is designed to reflect the area comprising all the MIA subzones for Stinson Municipal Airport. Figure 8.2 provides an inset of the Safety and Noise Subzones surrounding the airport.

### Stinson Municipal Airport Military Influence Area Subzones

The four MIA subzones for Stinson are shown in Figure 8.1 and described on the following pages:

- BASH MIA Subzone
- Vertical Obstruction MIA Subzone
- Safety MIA Subzone
- Noise MIA Subzone

### BASH Military Influence Area Subzone

The BASH MIA subzone is characterized by areas that could be affected by bird and wildlife strikes due to low-level flight operations. The BASH MIA subzone illustrated on Figure 8.1 represents a 5-mile statistical relevancy area from the center of the runway around Stinson. Certain land uses in this area may be subject to additional regulations to prevent attractants of birds and wildlife that could increase the risk of safety to pilots and aircraft flying at lower speeds and altitudes.

### Vertical Obstruction Military Influence Area Subzone

The FAA Part 77 Vertical Obstruction MIA subzone serves to protect important flight areas for aviation operations associated with Stinson. Within this MIA subzone, strategies address height restrictions to avoid vertical obstructions. The Vertical Obstruction MIA subzone for Stinson is depicted on Figure 8.1.

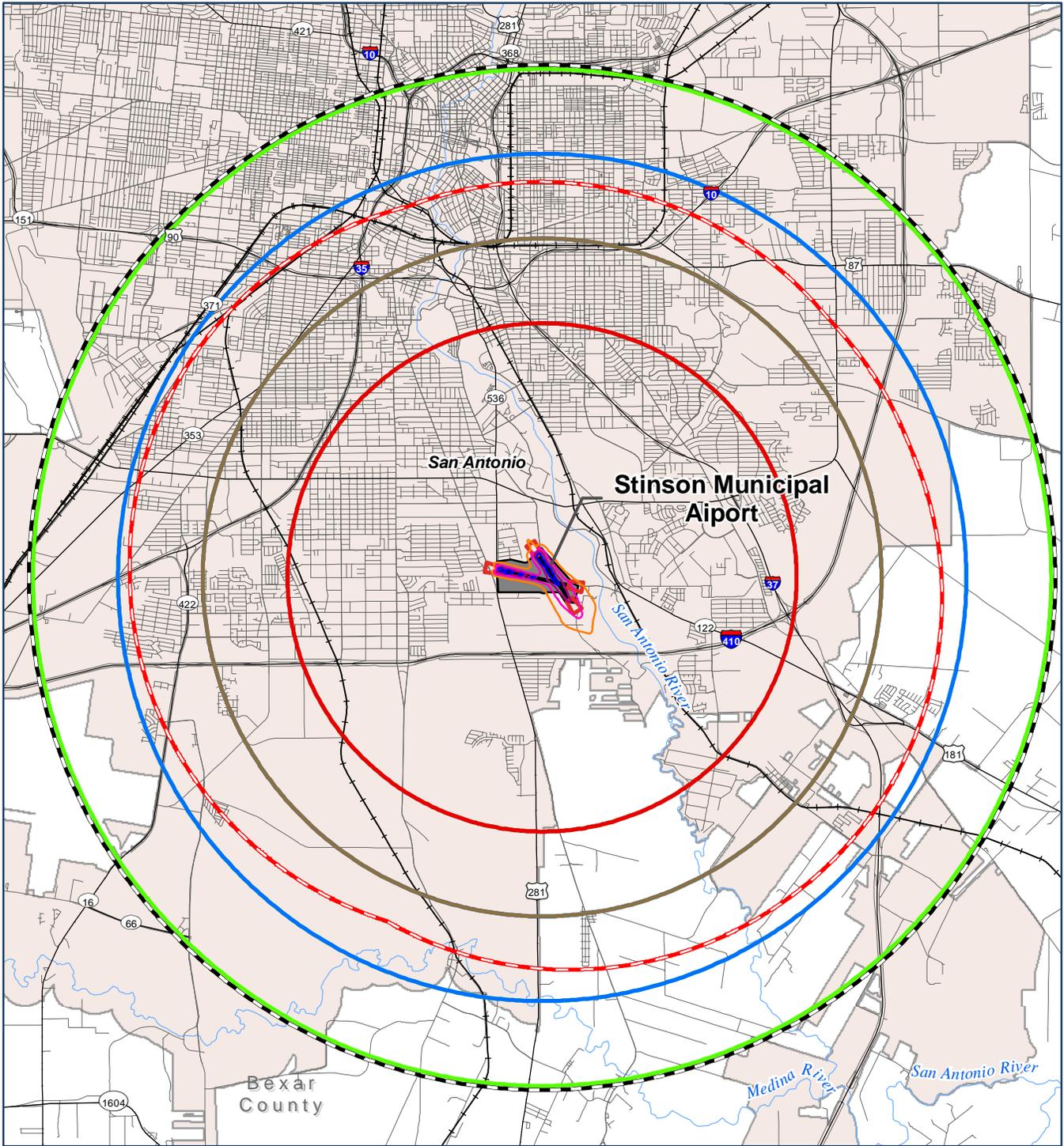
### Safety Military Influence Area Subzone

The Safety MIA subzone addresses areas that could be affected by low-speed and low-altitude aircraft associated with military training operations. Safety zones for civilian airports include Object Free Areas, Runway Protection Zones, Runway Safety Areas and

Obstacle Free Zones. These areas are characterized by a high risk for aircraft collisions due to location and types of aviation operations that occur. The size and location of the Stinson Runway Protection Zones are illustrated in Figures 8.1 and 8.2.

### Noise Military Influence Area Subzone

The Noise MIA subzone includes all land located off installation within the 60 dB noise contour for Stinson. Other noise contours represent subzones for which residential development and other noise sensitive land uses within this MIA subzone may be subject to sound attenuation measures to reduce noise impacts. Figures 8.1 and 8.2 illustrate the 60 dB Noise MIA subzone.



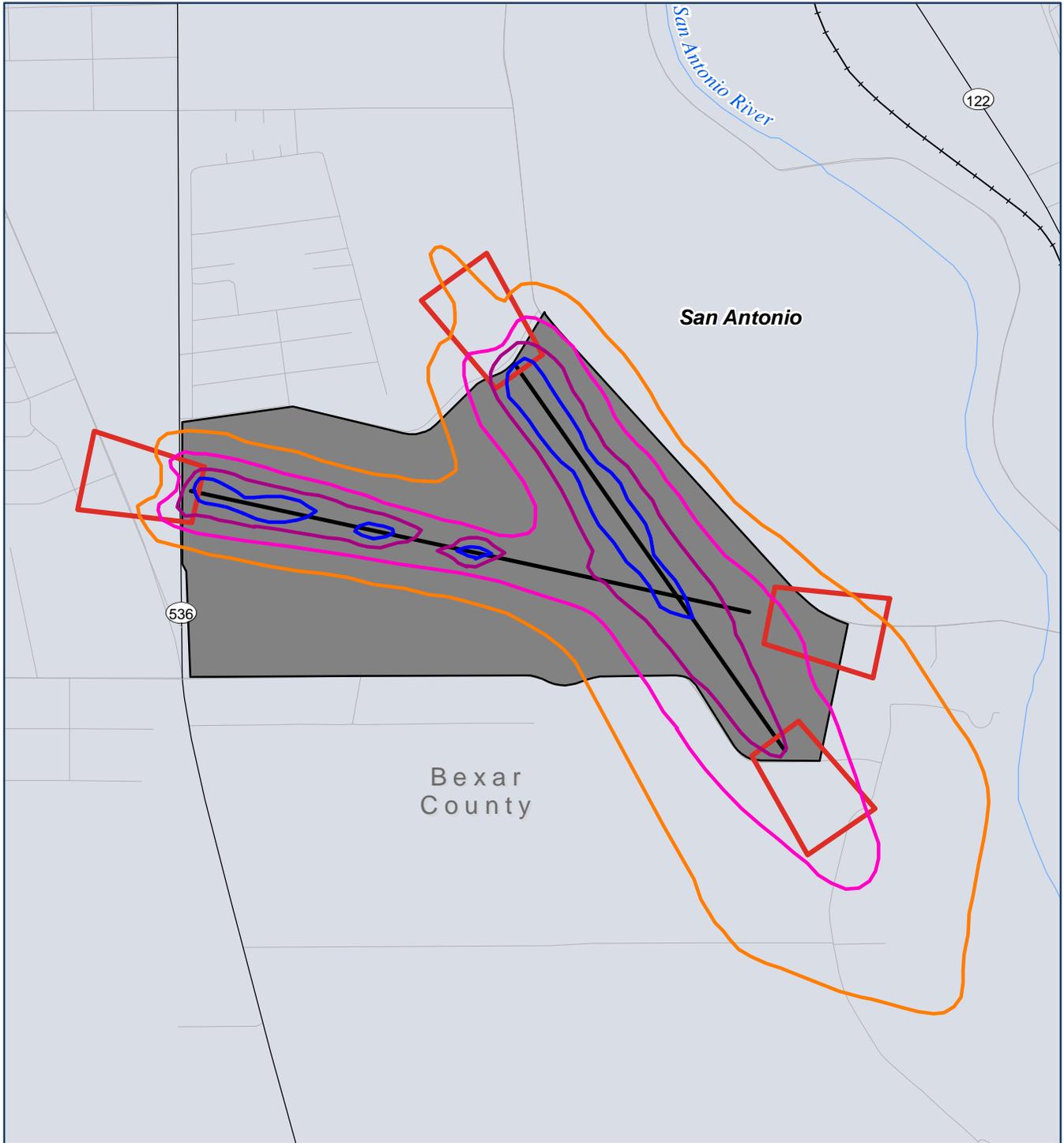
**Legend**

MIAOD Boundary	<b>Noise Subzone</b>	<b>Vertical Obstruction Subzone (FAA Part 77)</b>	<b>JLUS Partner</b>	Stinson Municipal Airport	Railroad
5-mile BASH	60 dB	Up to 200' @ 3NM	San Antonio	Runway	River
Relevancy Area Subzone	65 dB	Up to 300' @ 4NM	Bexar County Boundary	Interstate / Highway	
Safety Subzone	70 dB	Up to 400' @ 5NM		Road	
	75 dB	Up to 500' @ 6NM			

Sources: FAA, 2013; Ricondo & Associates, 2013.



**Figure 8.1**  
**Military Influence Area Overlay District (MIAOD) and**  
**Subzones Composite**  
**Stinson Municipal Airport**



**Legend**

Safety Subzone	<b>Noise Subzone</b>	<b>JLUS Partners</b>	Stinson Municipal Airport	Railroad
60 dB	San Antonio	Bexar County Boundary	Runway	River
65 dB			Interstate / Highway	
70 dB			Road	
75 dB				

Source: Ricondo & Associates, 2013



**Figure 8.2**  
**Military Influence Area Overlay District (MIAOD) with Subzones**  
 Safety and Noise  
**Stinson Municipal Airport**

## 6.2 How to Read the Implementation Plan

The strategies developed were designed to address the issues identified during preparation of the JLUS. The purpose of each strategy is to:

1. Avoid future actions, operations, or approvals that would cause a compatibility issue,
2. Eliminate an existing compatibility issue,
3. Reduce the adversity of an existing issue, or
4. Provide for on-going communications and collaboration.

To make the strategies easier to use, they are presented in a table format that provides the strategy and information on when and how that strategy will be implemented. Figure 9 highlights the format and content of the strategy table, and the following paragraphs provide an overview of how to read the information presented within each strategy.

**Issue #.** The issue # is an alpha-numeric number that provides a unique reference for each specific issue and strategy.

**Type of Strategy.** This column identifies the type of strategy being recommended. The column contains one of the following acronyms to represent the tool type:

<b>Acq</b>	Acquisition
<b>CIP</b>	Capital Improvement Program
<b>Comm</b>	Communication and Coordination
<b>Disc</b>	Real Estate Disclosures
<b>Hab</b>	Habitat Conservation Tools
<b>Leg</b>	Legislative Tools
<b>MIA</b>	Military Influence Area
<b>MOA</b>	Memorandum of Agreement
<b>MOU</b>	Memorandum of Understanding
<b>Plans</b>	General / Comprehensive / Master / Hazard / Airport Plans
<b>Zon</b>	Zoning Ordinance / Subdivision Regulations

**Geographic Area.** This column indicates the applicable Military Influence Area (MIA), if the strategy relates to an area outside JBSA-R. Additional details on MIAs are provided under the previous “Influence Areas” section.

**Strategy.** In bold type is a title that describes the strategy. This is followed by the complete strategy statement that describes the action needed.

**Timeframe.** This column indicates the projected timeframe of each strategy. The timeframes are described below:

<b>2015</b>	Strategy to be initiated by 2015 <i>(within 1-2 years of JLUS completion)</i>
<b>2017</b>	Strategy to be initiated by 2017 <i>(3 to 5 years from JLUS completion)</i>
<b>On-Going</b>	An on-going implementation action

**Responsible Party.** At the right end of the strategy table are a series of columns, one for each jurisdiction, military entity, agency, and organization with responsibility for implementing the JLUS strategies. If an entity has responsibility relative to implementing a strategy, a mark is shown under their name. This mark is one of two symbols that represent their role. A solid square (■) designates that the entity identified is responsible for implementing the strategy. A hollow square (□) designates that the entity plays a key supporting role, but is not directly responsible for implementation. The responsible parties are identified by their assigned acronym in the heading at the top of each page.

<b>JBSA</b>	Joint Base San Antonio
<b>CPS/SAWS</b>	City Public Service Energy/ San Antonio Water System
<b>FAA</b>	Federal Aviation Administration
<b>RECSA</b>	Real Estate Council of San Antonio
<b>SABOR</b>	San Antonio Board of Realtors
<b>TXDOT</b>	Texas Department of Transportation

Issue or Strategy #	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA / JBSA-Randolph	CPS / SAWS	FAA	RECSA / SABOR	TXDOT	
<b>ALTERNATIVE ENERGY DEVELOPMENT</b>																		
AE-1	Zon	Vertical Obs MIA	<p><b>Amend Unified Development Codes and Zoning Ordinances to Establish Height Limits for Alternative Energy Development Structures.</b></p> <p>Unified Development Codes and zoning ordinances need to require height restrictions for energy development structures within the vertical obstruction MIA. Ordinances should also be amended to require review and coordination by Air Force prior to issuing a permit for all commercial alternative energy developments in the study area.</p>	2015	■	■	■	■	■	■								

**Issue / Strategy Number:**  
Alpha-numeric identifier used for reference.

**Type of Strategy:**  
An abbreviated description of the type of strategy used.

**Military Influence Area:**  
Where each strategy applies. For example, if only MIA is indicated, then that strategy only applies to areas within the MIA.

**Strategy:**  
Description of the strategy.

**Timeframe:**  
The expected initiation date for strategy implementation.

**Responsible Party:** The primary and partner responsible agencies. For example, the ■ denotes the primary agency who will take the lead in implementation. The □ denotes partner agency who will assist the primary agency in implementation.

**Figure 9. JBSA-R Strategy Key**

JBSA-Randolph JLUS Strategies

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
<b>ALTERNATIVE ENERGY DEVELOPMENT</b>																			
AE-1	Zon	JBSA-R JBSA-S Stinson Vertical Obs MIAOD Subzone	<p><b>Amend Unified Development Codes and Zoning Ordinances to Establish Height Limits, and Siting for Alternative Energy Development Structures.</b></p> <p>In an effort to be proactive, amend unified development codes and zoning ordinances to regulate the height and siting of residential and commercial wind energy turbines to prevent interference with the safety of aviation within both the Vertical Obstruction MIAOD Subzones</p>	2015	■		■	■	■	■	■		■						
AE-2	Comm	JBSA-R JBSA-S Stinson Vertical Obs MIAOD Subzone	<p><b>Educate Utility Companies and Encourage Them to Adopt Non-Reflective Solar Panel Criteria.</b></p> <p>Educate utility companies on the importance of non-reflective solar panels and encourage them to adopt criteria for use within the Vertical Obstruction Military Overlay District.</p>	2015	□		□	□	□	□	□		□		■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
AE-2 (cont'd)			<i>Other Partners: CPS Energy, GVEC</i>															
AE-3	Plans/ Zon/ MOA	JBSA-R JBSA-S Stinson Vertical Obs MIAOD Subzone	<p><b>Coordinate with DoD Siting Clearinghouse.</b> Update comprehensive plans to include policies and amend Unified Development Codes (UDCs) and zoning ordinances to require all proposed alternative energy development projects be submitted to the DOD Siting Clearinghouse to review each project for mission compatibility. Include coordination with DOD Siting Clearinghouse as part of the MOA between JBSA and stakeholders.</p> <p><i>Note: The DOD Siting Clearinghouse requirements and standards published in Title 32, Code of Federal Regulations, Part 211 shall advise and guide the process to facilitate the early submission of renewable energy project proposals to the Clearinghouse for military mission compatible review.</i></p>	2015/ On- going	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>								

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AT-1	Comm	JBSA-R JBSA-S MIAOD	<b>JBSA to Provide the Cities with the AT/FP Guidance for Development Along the Fence Line.</b> JBSA should provide the adjacent cities to JBSA-R and JBSA-S with the AT/FP criteria (setbacks, heights and types of structures, etc.) for development standards along and proximate the fence line. This would enable quick assessment of proposed development at or near the fence line.	2015	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					<input checked="" type="checkbox"/>				
AT-2	CIPs	JBSA-R MIAOD	<b>AT/FP Improvements to JBSA-R East Gate Program</b> and construct project for East Gate improvements to achieve AT/FP compliance and to provide queuing inside the installation boundary.	2017										<input checked="" type="checkbox"/>				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
AT-3	Plans/ CIPs	JBSA-R MIAOD	<p><b>FM 78 JBSA Randolph East Gate Intersection Improvements</b></p> <p>JBSA should coordinate with TXDOT and plan, budget and construct dedicated turn lane from western FM 78 into East Gate and restriping of center turn lane from eastern FM 78 into East Gate entrance.</p> <p><i>Other Partners:</i> Alamo Area Metropolitan Planning Organization (MPO)</p>	2015	<input type="checkbox"/>		<input type="checkbox"/>				<input checked="" type="checkbox"/>							
INTER-AGENCY COMMUNICATION / COORDINATION																		
COM-1	MOA	JBSA-R JBSA-S Stinson MIAOD	<p><b>JBSA Representative to Attend City Council, Planning Commission, County Commissioners Court and other Agency Board Meetings to Provide Comments on Mission Compatibility Concerns for Proposed Developments</b></p> <p>In an effort to continue a collaborative partnership, include in the MOA between stakeholders and JBSA that JBSA</p>	2015	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>						

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COM-1 (cont'd)			<p>agrees to provide a representative to attend and comment on mission compatibility issues on proposed developments at City Council, Planning Commission, County Commissioner Court and other agency board meetings.</p> <p><i>Note: The JBSA representative will provide technical information on items being considered, but shall not directly vote to approve, conditionally approve, or deny a project or development application.</i></p> <p><u>Other Partners:</u> Alamo Area MPO, Bexar Regional Watershed Management (BRWM), San Antonio River Authority (SARA)</p>																
COM-2	MOA	JBSA-R JBSA-S Stinson MIAOD	<p><b>Stakeholders to Provide JBSA an Opportunity to Review and Comment on Proposed Developments within the MIAOD</b></p> <p>In an effort to continue a collaborative partnership, include</p>	2015	■	■	■	■	■	■	■	■	■	■	■				■

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-2 (cont'd)			<p>in the MOA between stakeholders and JBSA that the stakeholders agree to inform JBSA of any proposed developments within the MIAOD, and JBSA will provide comments regarding mission compatibility concerns, within an agreed upon and reasonable timeframe. This will include:</p> <ul style="list-style-type: none"> <li>■ Provide technical input and assistance to local jurisdictions to support discussion of projects and potential compatibility issues</li> <li>■ Definition of project types that require review</li> <li>■ Identification of the Points of Contact for all coordination</li> <li>■ Identify opportunities for appropriate JBSA personnel to participate in pre-application meetings for significant</li> </ul>															

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COM-2 (cont'd)			<p>projects</p> <ul style="list-style-type: none"> <li>▪ Establish a formal procedure for requesting and receiving comments</li> <li>▪ JBSA review of development applications for property adjacent to JBSA-Randolph and JBSA-Seguin fenceline for compliance with AT/FP requirements</li> <li>▪ Establish a standard, maximum timeline for responses, keeping in mind mandated review time periods as specified by State law and local procedures</li> <li>▪ Provide notice to the JBSA on all public hearings regarding projects identified for coordination</li> </ul> <p>While consultation is expected to occur primarily on projects in the defined MIAOD, the Air Force should establish contacts</p>																

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COM-2 (cont'd)			and procedures for receiving notices and review opportunities on significant regional projects. <i>Other Partners:</i> Alamo Area MPO, BRWM, SARA															
COM-3	Plan MOA	Study Area	<p><b>JBSA to Develop a Stakeholders' Communications Protocol Plan and a Community Communications Portal</b></p> <p>JBSA should develop both an internal and external stakeholders' communications protocol plan to manage external communications with the public, civic and business leaders, and other groups.</p> <ul style="list-style-type: none"> <li>■ Develop a Stakeholder Communications Protocol Plan that identifies who stakeholders at all technical and leadership levels should call for questions and coordination.</li> <li>■ Plan should include frequently called numbers and</li> </ul>	2015	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

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COM-3 (cont'd)			<p>points-of-contact</p> <ul style="list-style-type: none"> <li>▪ Develop a JBSA Community Communications Portal that includes a JBSA portal phone number and email that acts as a clearinghouse for all incoming community questions</li> <li>▪ Incorporate the Stakeholders' Communication Plan into the MOA between JBSA and stakeholders</li> <li>▪ Add "Who-to-Call" Lists to the websites for topic matters that would be useful to the public</li> </ul> <p><u>Other Partners:</u> Alamo Area MPO, BRWM, SARA</p>																
COM-4	Comm	Study Area	<p><b>JBSA to Enhance Notifications to the Public for Training that Occurs Outside the Routine Schedule and Other Current Event News Relevant to Communities</b></p> <p>JBSA should enhance notification techniques and measures about</p>	2015	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>									

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-4 (cont'd)			training events that occur outside or in addition to the normal training schedule and other current events that are relevant to the citizens. Include a point of contact in all notifications. Notification techniques should include but not be limited to: <ul style="list-style-type: none"> <li>■ JBSA Facebook / Twitter</li> <li>■ Public Service Announcements</li> <li>■ JBSA newspaper and other local newspapers</li> <li>■ Jurisdictions Public Affairs Office</li> <li>■ Links from jurisdiction websites to the JBSA website</li> <li>■ Group Email Blast to jurisdiction's elected and appointed officials and public safety officers</li> </ul>															
COM-5	Comm	Study Area	<b>Enhance Visibility of the 12th FTW Community Engagement Office.</b> The 12th FTW should enhance the visibility of the	2015										■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
COM-5 (cont'd)			<p>Community Engagement Office to include but not limited to:</p> <ul style="list-style-type: none"> <li>■ Post the contact information and building location on the main JBSA-Randolph website</li> <li>■ Outreach to adjacent and proximate communities with the contact information for the office</li> <li>■ Provide regular updates to community officials and staff</li> <li>■ Respond in a timely manner in the events of complaints, etc.</li> </ul>																
COM-6	Zon	JBSA-R Safety MIAOD Subzone	<p><b>Amend the Perpetual Clear Zone Easement To Define a JBSA Response Time For Proposed Development Application Reviews</b></p> <p>JBSA-R and the City of Universal City should amend the Easement to incorporate a reasonable response time from the Air Force to enable efficient use of resources and maintain consistency with mandated</p>	2017							■			■					

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-6 (cont'd)			timeframes for the development review process.															
COM-7	Comm	JBSA-R JBSA-S Stinson MIAODs	<b>Response Time from JBSA</b> The cities, counties and JBSA should work together to delineate a reasonable amount of time for JBSA to respond to development applications and other such planning matters. {See Strategy COM-2}	2015	■		■	■	■	■	■	■	■	■				
COM-8	Comm	Study Area	<b>Establish a JBSA-R JLUS Implementation Task Force</b> Formalize through a resolution that the JLUS-R Executive and Advisory Committees will transition to a JLUS Implementation Task Force and Sub Committee respectfully, and be responsible for monitoring the implementation of the recommended JLUS strategies and act as a forum for continued communication and sharing of information and current events associated with military	2015	□		□	□	□	□	□	■	□	□	□	□	□	□

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COM-8 (cont'd)			compatibility. <i>Note: This may be achieved through existing collaborative efforts, such as the JBSA Community Partnership.</i>															
COM-9	Comm	Study Area	<b>Plan and Facilitate a Visioning Session for Multiple Military Advocacy Organizations.</b> Bexar County should plan and facilitate a visioning session among all the organizations in the JBSA metrocom area that have similar missions and common goals to determine where efficiencies can be realized, resources can be optimized and advocate with a one-voice approach while preventing competing missions. <i>Other Partners:</i> <i>Alamo Area Council of Governments (AACOG), Tri-County Chamber of Commerce, San Antonio Chamber of Commerce, Northeast Partnership (NEP), Schertz Chamber of Commerce, JBSA Community Partnership</i>	2015	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										

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COM-10	MOA	Region Wide	<p><b>Develop Memorandum of Agreement (MOA) for Multiple Military Advocacy Agencies</b></p> <p>The County should work with JBSA to determine needs for advocacy of military-related matters. Then County should develop a MOA with the cities and other advocacy agencies AACOG and NEP delineating points-of-contacts and protocols for communication methods of contact, identification of appropriate agency for certain matters, and an action plan for managing and aligning multiple advocacy agencies in the Bexar and Guadalupe Counties.</p> <p><u>Other Partners:</u> AACOG, Tri-County Chamber of Commerce, San Antonio Chamber of Commerce, NEP, Schertz Chamber of Commerce, JBSA Community Partnership</p>	2015	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								

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COM-11	Comm	Study Area / County-wide	<p><b>Create and Maintain a Regional Portal GIS Information Clearinghouse for Collecting and Distributing Updated GIS Layers / Maps Related to Military Operations</b></p> <p>Currently, the City of San Antonio has a grant with the OEA to determine and identify an agency that could serve as the Regional Clearinghouse that can provide a portal to all JLUS stakeholders that would house as well as make available GIS layers and maps related to military operations. JBSA would be responsible for providing a comprehensive set of GIS layers for all military to the clearinghouse. The clearinghouse would be responsible for distributing all updated military operation GIS layers and maps to the partnering jurisdictions and stakeholder agencies to enable enhanced long-range compatibility</p>	2015	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>										

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COM-11 (cont'd)			planning. A protocol for accessing and updating the information should be developed to ensure accuracy and appropriate security measures are established. <i>Other Partners:</i> AACOG, Alamo Area MPO, BRWM, SARA															
COM-12	Comm	Study Area	<b>Randolph Tower (RND) Airspace Manager and 12 FTW Safety Office should continue working with General Aviation groups and the FAA in reducing VFR pop-up traffic transiting Military Operating Areas (MOAS)</b> RND Airspace Manager, Airspace squadron Points-of-Contact (POCs) and squadron Duty Officers (DOs) should continue to visit Houston Center and San Antonio Tower/Terminal Radar Approach Control (TRACON) to brief air traffic controllers on an annual basis the importance of issuing Traffic Advisories and Alerts to all users of RND	2015										■		□		

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COM-12 (cont'd)			<p>MOAs.</p> <ul style="list-style-type: none"> <li>■ 12 FTW Safety Office and Airspace Manager should continue safety briefings at venues attended by General Aviation pilots and inform them of the hazards associated with flying into active MOAs.</li> <li>■ 12 FTW Safety Office should vigorously reach out to airports in the surrounding area by conducting on site visits and posting diagrams depicting RND flying routes and MOAs along with Mid-Air-Collision-Avoidance brochures. MOA scheduling utilizing the latest software program sanctioned by the Air Force will be utilized and specified in Letters of Agreement with RND and FAA agencies as required so that</li> </ul>																

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COM-12 (cont'd)			<p>Notices to Airmen are automatically issued advising all General Aviation flyers when the MOAs are active.</p> <p><i>Other Partners:</i> San Antonio International Airport (SAT) and RND</p>																
COM-13	Zon	JBSA-R JBSA-S Stinson Vertical Obs MIAOD Subzone	<p><b>Amend UDCs or Building Codes to Not Permit Temporary Cranes within the Transitional Area of the Airfield</b></p> <p>The cities should amend their UDCs to incorporate regulations for not permitting temporary cranes within the transitional area of the imaginary surface in order to prevent vertical obstruction into critical navigable airspace. The cities should require coordination with the FAA to determine obstruction evaluations so mitigation measures and coordination with JBSA can be applied.</p>	2015	■			■			■			□		□			

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COM-14	Comm	Study Area	<p><b>Consider Public-Public or Public-Private (P4) Partnerships for Cost Savings</b>                      Identify opportunities for jurisdictions and JBSA to partner on and use Section 331 of the Federal Regulations to achieve cost savings.</p>	2015	■		■	■	■	■	■	■	■	■	■			■
COM-15	Zon	MIAOD / CCLUAs	<p><b>Update or Develop Crane / Temporary Construction Permit Forms</b>                      Some jurisdictions surrounding JBSA-R regulate temporary construction cranes through the use of permits; however the permits need to be updated to reflect current information and other cities need to develop these permits to regulate such activity.</p> <ul style="list-style-type: none"> <li>■ The City of San Antonio should update their website with the updated Crane / Temporary Construction Form and remove old copies on internal sites and the website.</li> <li>■ The cities of</li> </ul>	2015	■			■		■	■			□		□		

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-15 (cont'd)			Schertz, Selma, Live Oak, and Universal City should develop temporary crane / construction permits to enable appropriate coordination with the FAA and JBSA-R and determine obstruction evaluations so mitigation measures can be applied prior to construction.															
COM-16	Comm	JBSA-R	<p><b>JBSA Representative to Accompany City Officials to talk to Landowners</b></p> <p>A uniformed JBSA Representative should accompany City of Converse Officials to talk to Landowners about the issue with the clear zones and the 1604 Corridor Study.</p>	2015 On-going	■									□				

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COM-17	Comm	JBSA-R Study Area	<p><b>Coordinate Partnering Efforts</b></p> <p>The Air Force / JBSA will use the JLUS Report and associated information / data as part of the communities' input into the ICEMAP development process to eliminate the potential for conflicting data and recommendations. If there are conflicts between the ICEMAP and JLUS recommendations, JBSA-Randolph shall resolve them with the communities.</p>	2015										■				
COM-18	Comm	JBSA-R JBSA-S and Stinson Study Area	<p><b>Incorporate Recommendations of the JBSA-Randolph JLUS into the Joint Base San Antonio Regional Joint Land Use Implementation Strategy</b></p> <p>The City of San Antonio should ensure that the findings and recommendations of the JBSA-Randolph JLUS are incorporated into and coordinated with the Joint Base San Antonio Regional Implementation Strategy.</p>	2015			■											

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<b>DUST, SMOKE, STEAM</b>																		
DSS-1	Comm	JBSA-R JBSA-S and Stinson Study Area	<p><b>Coordinate with JBSA Regarding Proposed Developments that Generate Dust, Smoke or Steam Within the Approach and Departure Corridor</b></p> <p>Coordinate with JBSA about any existing facilities undergoing renovations and proposed developments that generate dust, smoke, or steam that are located within the approach and departure corridor in order to prevent plumes that may impair the vision of the pilots.</p> <p><u>Other Partners:</u> TCEQ, Texas Railroad Commission (TRRC)</p>	On-going	■		■	■	■	■	■			□				

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DSS-2	Comm	Stinson Study Area	<p><b>Notify RND when Visibility Near Stinson Municipal Airport is Less Than Desirable for Aviation Operations</b></p> <p>The City of San Antonio / SAT should continue to monitor visibility near the Stinson Municipal Airport and notify JBSA-R when conditions are not safe for aviation activity in the area.</p>	On-going			■							□				

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HOUSING AVAILABILITY																		
HA-1	Comm	Study Area	<b>Coordinate JBSA Housing Needs</b> Develop partnership with local realtors, realtor associations, and local planning departments to share information regarding military housing needs on a regular basis via the JBSA Housing Market Analysis (HMA) report	On-going	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>			<input type="checkbox"/>							

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HA-2	Plans	Study Area	<p><b>Incorporating Military Housing Needs in Jurisdictional Comprehensive Plans</b></p> <p>When a jurisdiction updates its comprehensive plan, the plan should include a discussion of military housing needs and programs to address housing needs, both permanent (family and unaccompanied service members) and transient housing.</p> <p>As part of this effort, JBSA will provide jurisdictions with current information on housing demands, amount of housing provided by the installation, generalized income, by rank, of personnel living off-base, and current distribution data on off-base personnel by zip code via the JBSA Housing Market Analysis (HMA) report.</p>	On-going	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>										

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INFRASTRUCTURE EXTENSIONS																			
IE-1	Plans	JBSA-R JBSA-S and Stinson MIAOD	<p><b>Coordinate Infrastructure Capacity Planning with JBSA</b></p> <p>Stakeholders should coordinate with JBSA on a region-wide basis in the development of infrastructure master plans, capital improvement plans (CIP), utility service agreements (USAs), and other similar long-range plans to avoid overlap and duplication of services.</p> <p>Development of systems that can serve both community (including Converse) and JBSA-R's needs should be evaluated when appropriate.</p> <p><i>Other Partners: Alamo Area MPO, BRWM, SARA, Regional Mobility Authority (RMA)</i></p>	On-going	■		■	■	■	■	■	■	■	■	■	■			■
IE-2	Comm	JBSA-R JBSA-S and Stinson MIAOD	<p><b>Coordination on Infrastructure Planning</b></p> <p>Notify and coordinate infrastructure expansion plans with JBSA. When communities or</p>	2015	■		■	■	■	■	■	■	■	■	■				■

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IE-2 (cont'd)			<p>other service providers move forward with any plans of extending infrastructure in the vicinity of JBSA-R, such as a sewer extension, JBSA-R should be notified. The provider should be prepared to discuss alternatives that would help reduce potential future incompatible development along the infrastructure line (incompatible growth-inducement). The coordination should be done early in the planning process to optimize compatibility and reduce costs associated with plan changes. JBSA should prepare and provide feedback within a reasonable timeframe so as not to delay development.</p> <p><u>Other Partners:</u> Alamo Area MPO, RMA, SARA</p>																

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LAND / AIR SPACE COMPETITION																		
LS-1	CIP	Study Area	<b>Next Generation Air Transportation System Improvements</b> SAT and RND should work with the FAA to identify and budget for specific NextGen improvements that have a regional benefit including System Wide Information Management (SWIM) program and Automatic Dependent Surveillance – Broadcast (ADS-B) technology.	2017			<input type="checkbox"/>							<input type="checkbox"/>		<input checked="" type="checkbox"/>		
LS-2	Comm	Study Area	<b>Advertise / Educate Mid-Air Collision Avoidance (MACA) Program</b> Develop education brochures on how to avoid mid-air collisions within airspace where military operations occur. Provide the MACA Handbook and the mid-air collision brochure on the JBSA website and other online locations where general aviation pilots have access.	2015 On-going										<input checked="" type="checkbox"/>		<input type="checkbox"/>		

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LS-3	Comm	Study Area / Region-Wide	<p><b>Region-Wide Airspace Utilization Study</b></p> <p>FAA should work with SAT, RND, and TXDOT representatives (as appropriate) to facilitate discussions regarding the feasibility of conducting a region-wide airspace utilization study. This discussion would include representatives of JBSA, TXDOT, regional airport operators, and other relevant stakeholders to determine feasibility and funding mechanisms for such a study.</p>	2015			<input type="checkbox"/>							<input type="checkbox"/>		<input checked="" type="checkbox"/>		<input type="checkbox"/>

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
LEGISLATIVE INITIATIVES																			
LEG-1	Leg	Study Area	<p><b>Facilitate Legislative Initiative to Amend Property Sellers Disclosure</b></p> <p>Work with San Antonio Board of Realtors (SABOR), Real Estate Council of San Antonio (RECSA), Texas Association of Realtors (TAR) and other real estate advocates to facilitate a legislative initiative to include notification of military impacts on property in seller disclosures (TAR Forms 1406 and 1506).</p> <p><i>Other Partners: SABOR, RECSA, TAR, other real estate advocates</i></p>	2017								■						□	

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LEG-2	Leg	Study Area	<p><b>Amend Property Code Section 5.008 of Sellers Disclosure of Military Impacts</b></p> <p>The State Legislature with the support of TAR and Non-TAR members to amend the property code to incorporate language that discloses information related to military impacts, as it pertains to the property in the transaction.</p> <p><i>Primary Partner: State Legislature</i></p>	2015														■	
LEG-3	Plans	JBSA-R JBSA-S and Stinson Vertical Obs MIAOD Subzone	<p><b>State to Adopt Part 77 as State Law to ensure Federal Aviation Regulation (FAR) Part 77 Compliance</b></p> <p>State should adopt Part 77 and any amendments to the law to ensure Part 77 compliance for local jurisdictions. For all new, redeveloped or rehabilitated transmission, communications, energy generation structures (including electrical transmission towers/lines, cellular and radio transmission towers, wind generation</p>	2015	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>									

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LEG-3 (cont'd)			towers, and other similar uses.) or any type of structures that have a proposed height of 99' or higher, ensure compliance with FAR Part 77 height limit requirements to minimize vertical obstructions and congested airspace. In addition, ensure the developments and structures are compatible with, and do not pose a safety hazard to, air operations in the region.  <u>Primary Partner:</u> <u>State Legislature</u>															

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LEG-4	Acq	Study Area	<p>State to Establish Grant Matching Program to assist Jurisdictions to Acquire Land in the CZs</p> <p>The State should establish or modify current grant mechanisms that provide a match to local jurisdictions around military installations to acquire the land within the CZs of the airfield. This will protect the JBSA-R mission as well as other military missions.</p> <p><u>Primary Partner:</u> State Legislature</p>	2015	<input type="checkbox"/>		<input type="checkbox"/>											

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LIGHT AND GLARE																		
LG-1	Plans	Study Area	<b>Conduct Lighting Study / Screening</b> Bexar County should work with JBSA and the surrounding communities to conduct a lighting study / screening to determine areas where light pollution may adversely impact the base's mission. This will determine for the communities what types of lighting regulations would be necessary to stop further light pollution in this area and region-wide.	2015	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
LG-2	Zon	Study Area	<b>Amend UDCs and Zoning Ordinances to Incorporate Dark Sky Lighting Controls</b> The cities should amend their UDCs and zoning ordinances delineating the downward directional lighting for land uses, regulations for light pollution trespass including lumens and not permitting light to be emitted above the 90 degree horizontal plane, and timers for lights.	2017	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>										

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LG-2 (cont'd)			<p>Limit Correlated Color Temperature (CCT) values for LED street lights to 4100k. This shall include requirements for downward directional, shielded, or fully-cutoff lighting in new construction and street lights, and controls for unregulated and unconventional sources of light, i.e. laser scopes for paintball shooting accuracy and other similar uses.</p> <p><i>Other Partners:</i> <i>Cities of Live Oak</i></p>																
LG-3	Comm	JBSA-R JBSA-S Stinson Vertical Obs MIAOD Subzone	<p><b>Educate Utility Companies and Encourage Them to Adopt Anti-Glare Construction Materials in Solar and Renewable Energy Facilities</b></p> <p>Educate utility companies on the importance of anti-glare construction materials, such as the use of an anti-reflective coating on photovoltaic solar panels and prohibiting the use of reflective (mirrored) materials, for solar panels and</p>	2015	<input type="checkbox"/>			<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input checked="" type="checkbox"/>				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LG-3 (cont'd)			other renewable energy facilities for roof-top on ground-mounted applications. Encourage utility providers to adopt criteria for use within the Vertical Obstruction Military Overlay District. <u>Other Partners:</u> CPS Energy, GVEC															

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<b>LAND USE</b>																			
LU-1	Plans/ Zon	JBSA-R JBSA-S and Stinson MIAOD	<p><b>Military Influence Area Overlay Zoning District (MIAOD)</b> Amend the UDCs and update comprehensive plans to include the Military Influence Area Overlay District (MIAOD). The MIAOD will assist in achieving military compatibility. Description of the MIAOD and its subzones can be found in the JLUS Implementation section narrative. The MIAOD consists of 4 subzones:</p> <ul style="list-style-type: none"> <li>▪ <u>Safety MIAOD Subzone</u> – This area is comprised of the CZs, APZs and the Runway Protection Zones (RPZ)</li> <li>▪ <u>Noise MIAOD Subzone</u> – This subzone is comprised of the area encompassed within the footprint of the noise contours identified in the most recent JBSA-R AICUZ and the Stinson noise contours</li> </ul>	2015			■	■	■	■	■			<input type="checkbox"/>					

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
LU-1 (cont'd)			<ul style="list-style-type: none"> <li>▪ <u>Vertical Obstruction MIAOD Subzone</u> – This Subzone is comprised of the area that encompasses the various airfield imaginary surfaces zones and the FAA Part 77 vertical obstruction evaluation criteria (rings).</li> <li>▪ <u>BASH MIAOD Subzone</u> –This area is comprised of a five nautical mile radius around these areas in consideration of the potential future new aircraft scheduled for operational capability in 2017 – 2023.</li> <li>▪ Jurisdictions should consider adopting the heights and slopes of imaginary surfaces of the Vertical Obstruction MIAOD into their plans and UDCs</li> </ul>																

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LU-1 (cont'd)			<p>and collaborate on a case-by-case basis with JBSA to ensure development does not pose a vertical obstruction.</p> <ul style="list-style-type: none"> <li>▪ Jurisdictions should work with JBSA concerning land uses that may attract birds i.e. detention ponds, landfills, golf courses, certain agriculture uses, etc.</li> </ul>																
LU-2	Plans	Study Area	<p><b>Update City Comprehensive Plans</b> The cities should update their comprehensive plans to support military compatibility policies based on the assessment provided in Chapter 5 of the JLUS Background Report. The compatibility policies should be based on guidance from the JLUS and be incorporated in the following topic areas: Land use, transportation, parks and recreation, water quality, infrastructure,</p>	2015			■	■	■	■	■			<input type="checkbox"/>					

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-2 (cont'd)			economic development, etc.															
LU-3	Zon	JBSA-R Safety MIAOD	Amend Comprehensive Plans to Limit Density on Land in West Side of JBSA-R Southern Accident Potential Zone II. Amend Comprehensive Plan policy and the future land use map to limit development in APZ II of the JBSA-Randolph western runway to 1 dwelling unit per 10 acres.	2015	■			■		■	■							
LU-4	Zon	JBSA-R Safety MIAOD	Amend Comprehensive Plan to Limit Density on East Side of JBSA-R Southern Accident Potential Zone II. Amend Comprehensive Plan policy and the future land use map to limit development in APZ II of the eastern JBSA-Randolph runway to 1 dwelling unit per 20 acres.	2015				■										

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LU-5	Zon	JBSA-R Safety MIAOD	<p><b>Amend Comprehensive Plans to Limit Density on Land Between West and East Runway South Safety Zones</b></p> <p>Amend Comprehensive Plan policy and the future land use map to limit development between the west and east runway south safety zones of JBSA-Randolph to 1 dwelling unit per 10 acres.</p>	2015				■			■							
LU-6	Zon	JBSA-S CCLUA	<p><b>Establish a Joint Airport Zoning Board (JAZB)</b></p> <p>Establish a JAZB for JBSA-S's Controlled Compatible Land Use Area (CCLUA) using the authority of the State Local Government Code 241. The JAZB is required to develop a charter, a zoning ordinance (that would include the MIAOD and its associated subzones), and a zoning map for the CCLUA. The zoning categories within each of the MIAOD subzones should be based on the AF AICUZ instructions</p>	2015					■			■						<input type="checkbox"/>

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-6 (cont'd)			guidance, FAA guidance and the TXDOT guidance for compatible land use around airports.															
LU-7	Zon	JBSA-R Safety MIAOD Subzone	<p><b>Evaluate the Feasibility of Creating a JAZB for JBSA-Randolph for the West and East Runway Safety Zones</b></p> <p>The cities of Schertz, Selma, and Universal City along with Bexar and Guadalupe counties should evaluate the feasibility of creating a JAZB for the JBSA-Randolph West and East Runway Safety Zones to provide adequate protections and land use regulations for the ETJs and land located in this area.</p>	2015				■		■	■	■	■					

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LU-8	MOU	JBSA-R JBSA-S and Stinson Safety and Noise MIAOD Sub- zones	<b>Develop a Memorandum of Understanding (MOU) with School Districts</b> JBSA should develop a MOU with the surrounding school districts to coordinate on all future school master plans to prevent schools from being planned in noise sensitive and safety areas of the Noise and Safety Subzones.	2015/ On- going			<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>								
LU-9	Plans	JBSA-R JBSA-S and Stinson MIAOD	<b>Acquire Conservation Easements to Secure Buffer in JBSA-R Airfield Safety Zones</b> Participate in the Readiness and Environmental Protection Initiative (REPI) program and other buffering and conservation programs to purchase restrictive use easements or fee title to lands that present threat of encroachment and impact on military operations. The Air Force should identify potential REPI and other conservation partners, land that meet the REPI criteria, and identify willing sellers. <i>Other Partners:</i>	2017				<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input checked="" type="checkbox"/>				

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LU-9 (cont'd)			<i>Nature Conservancy Agencies</i>															
LU-10	Acq	JBSA-R Safety MIAOD Subzone	<b>Acquire Land in JBSA-R's Northern and Southern CZs</b> JBSA-R to determine an ideal funding mechanism to purchase the vacant land located in the northern and southern JBSA-R CZs to provide protection for the JBSA-R mission.	2017										■				
LU-11	Plans	JBSA-R MIAOD	<b>Transfer of Development Rights (TDR) Program</b> The cities should assess and consider developing a TDR program to protect the JBSA-R mission and redirect potentially incompatible development to a more ideal location away from mission-critical operational areas.	2017			■		■	■	■			□				

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LU-12	Zon	JBSA-R JBSA-S Stinson Safety and Noise MIAOD Subzone	<b>Include Statement (Note) in Plats</b> In order to prevent litigation regarding a situation where a property owner stated they were not informed that their property was located within an airfield safety zone (CZ, APZ I and II, or RPZs) and / or a Noise Subzone, jurisdictions should include on all future plats that are located in these subzones language stating that they are located in a military operating area that can be subject to noise, vibrations, odors and other such impacts.	2015			■	■	■	■	■		■					
LU-13	Plans	N/A	<b>Amend 1604 Corridor Study</b> Consider amending the 1604 Corridor Study in conjunction with JBSA-Randolph advocating for the funding of Rocket Lane Gate construction.	2015	■								■					

**COMPLETED**

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-14	Plans/ Zon/ Comm	JBSA-R JBSA-S Stinson	<p><b>Consider a Development Coordination Area</b> Until legislation is enacted that mandates development coordination with JBSA-Randolph, consider using the Military Overlay District as a Development Coordination Area where development will be coordinated with JBSA officials on a case-by-case basis. The criteria that will trigger coordination include the following:</p> <ul style="list-style-type: none"> <li>▪ Structure Height</li> <li>▪ Density</li> <li>▪ Light and Glare (Daytime glare from buildings)</li> <li>▪ Noise</li> <li>▪ Uses that produce dust and smoke</li> </ul>	On-going	■													

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-15	Acq	JBSA-R	<p><b>Consider Subdividing the Three Parcels of Land to Account for the 500 Feet in the Clear Zone</b></p> <p>City of Converse and an uniformed Air Force personnel should consider advocating to the landowners to subdivide the land that would account for the 500 feet in the CZ. Then the City or the AF could reasonably acquire the 500 feet of land to protect general public.</p>	2017	■									<input type="checkbox"/>				
LU-16	Acq/ Plans	JBSA-R	<p><b>Consider Pursuing Funding Opportunity with the State to either Acquire the CZ land or to Fund Portions of the Rocket Lane Gate.</b></p> <p>City of Converse should consider utilizing the funding opportunities available to them through the Governor’s Office, Texas Military Preparedness Commission to either acquire the land in the CZ and place under perpetual easement or assist in funding the improvements at the proposed Rocket</p>	2015	■									<input type="checkbox"/>				

**IN PROCESS**

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-16 (cont'd)			Lane Gate.															
LU-17	Acq	JBSA-R	<p><b>Cities should Support JBSA-R in Efforts to Acquire Land with the CZs.</b></p> <p>The Cities support JBSA-Randolph in efforts to acquire land within the CZs by identifying and pursuing potential funding opportunities including bonds, state funds, sales tax revenue, grants, etc.</p>	2015	■			■			■			□				
LU-18	Plans	JBSA-R MIAOD	<p><b>Develop Land Use Plans for ETJs in the JBSA-Randolph MIAOD</b></p> <p>Although cities do not have land use or zoning authority in their ETJ, they should consider developing land use plans for these areas that achieve a future vision compatible with the existing and future military mission of JBSA-Randolph and promotes viable community development if annexed.</p>	2015/ On-going	■			■		■	■							

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LU-19	Plans	JBSA-R MIAOD	<p><b>Consider and Potentially Develop Plan for Annexation or Limited Purpose Annexation</b></p> <p>The cities should consider and potentially develop plans for annexation or limited purpose annexation of ETJ parcels where infrastructure improvements and regulations are consistent with the JLUS findings and recommendations to ensure development in these areas is compatible with the existing and future JBSA-Randolph mission.</p>	2015/ On-going	■			■		■	■							
LU-20	Plans / Zon	JBSA-R Safety MIAOD	<p><b>Amend Zoning to Stipulate how Planned Developments in the APZ I and II Should be Utilized</b></p> <p>The Cities of Selma and Schertz should amend the UDC and Zoning Code to expressly note that Planned Development Zoning Districts in the APZ I and II safety zones should be used only to achieve greater compliance with the JLUS goals.</p>	2015				■		■								

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-20 (cont'd)			They should not be used to allow cluster developments that concentrate development, including houses, within these areas.															
LU-21	Plans / Zon	JBSA-R Safety MIAOD	<p><b>Amend Zoning to Prohibit Clustering in JBSA-Randolph APZ I and APZ II Areas</b></p> <p>The cities should amend their UDC or Zoning Codes to prohibit the clustering of residential development within JBSA-Randolph APZ I and APZ II areas.</p>	2015	■		■	■		■	■							

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
<b>NOISE AND VIBRATION</b>																			
NV-1	Zon	JBSA-R JBSA-S AND Stinson Noise MIAOD Subzone	<p><b>Adopt Statewide Building Code Requirements Incorporating Sound Attenuation Measures</b></p> <p>Jurisdictions should adopt building code requirements for new construction within the Noise MIA Subzone that requires attenuation measures to meet the guidelines of the AICUZ recommended by this JLUS.</p> <p><u>Other Potential Partners:</u>  <i>Cities of Cibolo, Garden Ridge, and Live Oak</i></p>	2017	■			■	■	■	■								

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NV-2	Com	Study Area	<b>Educational Materials on Sound Attenuation Methods</b> Use or modify DOD or FAA Sound Attenuation educational materials as a supplemental educational document, describing building techniques which can be used to achieve the required 45 dB LDN interior noise maximum threshold. Local jurisdictions should make use of already available technical support materials from the Federal Aviation Administration and / or Department of Defense.	2015/ On-going	■		■	■	■	■	■			■				
NV-3	Zon	JBSA-R JBSA-S Stinson Noise MIAOD Subzone	<b>Amend UDCs, Building Codes, and Zoning Ordinances to Incorporate Recommended Land Use Guidelines and Sound Attenuation Measures for Properties Within the 65 dB noise contour and greater.</b> If the adopted building codes of the jurisdictions do not require residential uses and other noise	2015	■		■	■	■	■	■							

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
NV-3 (cont'd)			sensitive land uses to have an interior noise level of 45 dB, then the jurisdictions should amend their UDCs, building codes, and zoning ordinances to require the recommended 45 dB for interior noise levels for properties within the 65 dB noise contour and greater. This amendment should apply to all new construction and renovations where more than 50 percent of the structure is renovated.															
NV-4	Comm	JBSA-R JBSA-S Stinson Noise MIAOD Subzone	<b>Signage in the Rights-of-Way to Notify Citizens that the Community is Shared with JBSA-Randolph</b> The cities should design, develop, and place signage in community-wide rights-of-way to notify citizens that the community is shared with JBSA-Randolph and subject to potential impacts of overflight and noise.	2015	■	■	■	■	■	■						<input type="checkbox"/>		

**COMPLETED**

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
NV-5	Plans	JBSA-R JBSA-S and Stinson Noise MIAOD Subzone	<b>Develop a Voluntary Sound Attenuation Retrofit Program for Noise Sensitive Uses</b> Develop a sound attenuation program for willing property / home owners supporting the Statewide Energy Code. Where possible incorporate incentives.	2017	■		■	■	■	■	■					<input type="checkbox"/>		
NV-6	Zon	JBSA-R JBSA-S and Stinson Noise MIAOD Subzone	<b>Assess the Viability of the Dedication of Avigation / Noise Easements for Discretionary Development Approvals</b> Assess the viability of the dedication of avigation / noise easements for new development projects requiring discretionary development approvals. Avigation easements confer the right to aircraft overflight and to generate impacts associated with normal aircraft operation such as noise, vibration, odor, air currents, illumination, and fuel consumption.	2015	■		■	■	■	■	■							

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NV-7	Zon	JBSA-R JBSA-S and Stinson Noise MIAOD Subzone	Require the Dedication of Avigation / Noise Easements and a Note on the Plat for Discretionary Development Approvals Require avigation / noise easements and a Note on the Plat of the avigation easement for new development projects requiring discretionary development approvals. Ensure that easement language is standardized across all jurisdictions.	2015	■		■	■	■	■	■							

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
ROADWAY CAPACITY																		
RC-1	Comm	Study Area	<b>Transportation Improvements / Expansions</b> Monitor capital improvement projects to ensure roadway capacity is sufficient to meet local and regional mobility needs without causing growth inducement and increased roadway congestion near JBSA-R.  <i>Other Partners:</i> Alamo Area MPO, RMA	On-going	■		■	■	■	■	■	■	■	■	■			■

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
RC-2	Zon / Plans	JBSA-R Study Area	<p><b>Mass Transit Options</b>                      The cities surrounding JBSA-R should work with VIA Metropolitan Transit Authority and consider voting in and assessing the sales tax to their residents that would fund mass transit options for their residents. Provide educational materials to residents about the mass transit options that are available to them both on-base and off-base, including van pools.</p> <p><i>Other Partners:</i>                      VIA Metropolitan Transit Authority</p>	2015				■	■	■	■								
RC-3	Plans	JBSA-R Study Area	<p><b>Prepare a Traffic Modeling Study for the Areas Immediately Surrounding JBSA-Randolph</b>                      TXDOT should coordinate with JBSA-R and the surrounding communities to prepare and develop a comprehensive traffic modeling study for the areas immediately around JBSA-R to assess roadway capacity levels for egress and ingress of the base.</p>	2017	<input type="checkbox"/>					■									

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
RC-3 (cont'd)			<i>Other Partners: Alamo Area MPO, RMA</i>															
RC-4	Plans	JBSA-R Study Area	<p><b>Coordinate and Budget for Intelligent Transportation Systems</b></p> <p>TXDOT should work with the communities around JBSA-R and the Union Pacific Railroad (UPRR) to install intelligent transportation systems such as infrastructure-to-vehicle wireless systems to enable enhanced planning and manage roadway capacity issues.</p> <p>This should include electronic marquee boards identifying when UPRR trains are scheduled to cross at the Pat Booker Roadway and FM-78.</p> <p><i>Other Partners: Alamo Area MPO, RMA, UPRR</i></p>	2017	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>					<input checked="" type="checkbox"/>

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
RC-5	CIPs	JBSA-R	<p><b>Program and Budget for Installation Gate Projects that Improve Off-Base Roadway Capacity</b></p> <p>JBSA-R should program and budget for installation gate projects that will improve off-base roadway capacity, enhance base access for commercial deliveries and improve vehicular mobility outside the base. These improvements include the South Gate ACP reconfiguration. Coordinate with the Alamo Area MPO and other stakeholders including TXDOT, if the roadways are state roadways.</p> <p><u>Other Partners:</u> Alamo Area MPO</p>	2017	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>				<input type="checkbox"/>

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
RC-6	Plans	JBSA-R	<p><b>Consider Additional Increases in Compressed Work Week Schedules for Eligible Employees</b></p> <p>JBSA-R should work with command units and tenants to determine if it is feasible to allow additional staffing that would be eligible to work compressed or flexible work weeks to decrease vehicular miles on roadways during peak morning and evening hours.</p>	2015										■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
<b>SAFETY</b>																			
SA-1	Plans	JBSA-R Safety MIAOD Subzone	<p><b>CZ and APZ Land Use Evaluation Study</b>                      The JLUS Implementation Task Force should work with the cities of Schertz and Universal City to prepare a comprehensive land use evaluation of the land within the safety zones (CZ &amp; APZs) of the JBSA-R airfield to identify property owners, vacant land, entitled land, and other recorded instruments on the land within the safety zones.</p> <ul style="list-style-type: none"> <li>This information will be used to determine lands that have willing sellers that can be acquired to secure lands within the CZs and APZs that are not developed.</li> <li>The study should also identify funding mechanisms for acquisition such as the Texas Revolving Military Loan Program, DEAAG Program, and</li> </ul>	2015	<input type="checkbox"/>			<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>					

**IN PROCESS**

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-1 (cont'd)			municipal bonds, sales tax revenue, grants, etc.  <i>Primary Partner:</i> JBUS Implementation Task Force															
SA-2	Plan	JBSA-R Safety MIAOD Subzone	<b>Partial Update of the 2008 JBSA-R AICUZ</b> Update the 2008 AICUZ to revise the clear zone boundary and consider incorporation of the Navy instruction for curved CZs and APZs that accurately reflect the primary flight tracks. <ul style="list-style-type: none"> <li>■ The measurements of the standard CZ should be 3,000 feet X 3,000 feet, not 2,000 feet X 3,000 feet.</li> <li>■ Consider incorporating the curved patterns of the CZs and APZs as the Navy Instruction for AICUZs recommends.</li> <li>■ It should be noted that a partial update of the AICUZ is scheduled for FY 16 including a new noise study.</li> </ul>	2015										■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
SA-3	Plans/ Zon	JBSA-R Safety MIAOD	<p><b>Identify and Adopt Reductions to Floor Area Ratio (FAR) for Land Uses within APZ I and APZ II</b></p> <p>JBSA-Randolph and Bexar and Guadalupe counties and the cities of Converse, San Antonio, Schertz, Selma, and Universal City should collaborate to identify FAR reductions for land uses within the JBSA-Randolph APZ I and APZ II areas. Consider FAR recommendations from DOD guidance in Instruction 4165.57 as the model FAR reductions. Adopt FAR reductions in AICUZ update, city planning documents, and Controlled Compatible Land Use Area regulations for Bexar and Guadalupe counties. For existing undeveloped platted lots FAR modifications may be considered when coupled with additional use and</p>	2015	■		■	■		■	■	■	■	■					

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-3 (cont'd)			development restrictions.															
SA-4	Plans	JBSA-R Safety MIAOD	<b>Incorporate the FAR Recommendations for Land Use within Safety Zones in AICUZ Update</b> Include the FAR recommendations from current DOD guidance in Instruction 4165.57 for land uses within the safety zones in the update of the 2008 JBSA-Randolph AICUZ.	2015										■				
SA-5	Plans	JBSA-R Safety MIAOD	<b>Provide Study Area Jurisdictions the Floor Area Ratio (FAR) Recommendations for Land Use within Safety Zones</b> JBSA-Randolph to provide the Study Area jurisdictions the FAR recommendations for land uses within the safety zones from the DOD Instruction 4165.57.	2015										■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-6	Plans / Zon	JBSA-R Safety MIAOD	<p>Ensure that Platting Applications are Consistent with Amended Zoning Changes for Land in Northern and Southern Safety Zones</p> <p>Ensure that all platting applications for property within the JBSA-Randolph Northern and Southern Safety Zones comply with changes to zoning regulations per the JLUS recommendations.</p>	2015	■			■		■	■							
SA-7	Zon	JBSA-R Safety MIAOD	<p>Amend UDC and Zoning Ordinances for West Side of JBSA-R Southern Accident Potential Zone II</p> <p>Amend the UDC and Zoning Ordinances to limit development in south APZ II of the JBSA-Randolph western runway to 1 dwelling unit per 10 acres.</p>	2015	■			■		■	■							
SA-8	Zon	JBSA-R Safety MIAOD	<p>Amend UDC for East Side of JBSA-R Southern Accident Potential Zone II</p> <p>Amend the UDC to limit development in south APZ II of the eastern JBSA-Randolph runway to 1 dwelling unit per 20 acres.</p>	2015				■										

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-9	Zon	JBSA-R Safety MIAOD	<p><b>Amend UDCs and Zoning Ordinances for Land Between West and East Runway South Safety Zones</b></p> <p>Amend the UDC and Zoning Ordinance to limit development between the west and east runway south safety zones of JBSA-Randolph to 1 dwelling unit per 10 acres.</p>	2015				■										
SA-10	Zon	JBSA-R JBSA-S and Stinson Safety MIAOD Sub-zone	<p><b>Amend UDCs and Zoning Ordinances to Incorporate MIAOD Safety Subzone and the Associated AICUZ Guidelines for CZs and APZs.</b></p> <p>Amend UDCs, County Orders, and zoning ordinances to incorporate a MIAOD Safety Subzone and the associated AICUZ compatible development guidelines for the safety of their citizens. Where more stringent guidelines are recommended in the JLUS, incorporate JLUS recommended guidelines. Examples of</p>	2015			■	■	■	■	■		■					

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-10 (cont'd)			regulations in this area should include conditions associated with types of uses such as restricting new development that attracts large congregations of people and uses that attract concentrations of birds creating a hazard to aircraft.															
SA-11	Zon	JBSA-R Safety MIAOD Subzone	<p><b>Identify Viable Compatible Uses for APZs South of the Runways and Amend UDC to Incorporate These Uses.</b></p> <p>The City of Schertz, with consultation from JBSA-Randolph, should develop an official list of compatible uses within Accident Potential Zones south of the JBSA-Randolph Runways. Compatible uses may include opportunities for alternative energy and appropriate development criteria to ensure compatibility with the JBSA-Randolph mission. Adopt FAR reductions for non-residential uses in conjunction with Strategy SA-3 and</p>	2015				■						□				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-11 (cont'd)			consider flexibility for small lots that may not support viable development based on use guidance per DOD Instruction 4165.57. <u>Other Partners:</u> <u>Wind Industry</u>															
SA-12	Zon	JBSA-S Safety MIAOD Subzone	<b>Create a JAZB for JBSA-Seguin to include a MIAOD Safety Subzone</b> Create a JAZB for JBSA-Seguin to include a zoning MIAOD Safety Subzone within the Controlled Compatible Land Use Area and incorporate the associated AICUZ compatible development guidelines.	2015					■				■					

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
SA-13	Comm	JBSA-R Safety/ Noise MIAOD Subzone	<p><b>Coordinate with JBSA-Randolph in Requesting No-Fly Days and Weekends for Special Community Events</b></p> <p>The City of Schertz should coordinate in a timely manner (a month's notice) with JBSA-Randolph to request no-flying operations during specific times of the year for special community events, e.g. July 4<sup>th</sup>, Schertz Fest.</p>	2015/ On-going				■						<input type="checkbox"/>					
SA-14	Zon	JBSA-R and JBSA-S Safety MIAOD Subzone	<p><b>Amend UDCs and Zoning Ordinance to Require CZ Language on Plats</b></p> <p>Amend UDCs, zoning ordinance and platting regulations to require that plats include language stating the property is located within the CZ which is located at the end of a military training installation runway and is identified as an area with the highest aircraft accident potential.</p>	2015				■	■				■						
SA-15	Plans CIP	NA	<p><b>Secondary Radar System and NextGen Air Transportation Systems</b></p> <p>SAT and RND should work with FAA to identify projects to</p>	2017			■							<input type="checkbox"/>		<input type="checkbox"/>			

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-15 (cont'd)			include in their capital investment plans within the next five years such as a redundant radar system and NextGen air transportation systems including Automatic Dependent Surveillance – Broadcast (ADS-B) technology.															
SA-16	Comm	JBSA-R JBSA-S and Stinson BASH MIAOD Sub- zone	<b>Amend UDCs and Zoning Ordinances to include BASH Regulations</b> Amend UDCs and zoning ordinances to regulate land uses and guide building standards that will not attract birds and other wildlife in the MIAOD BASH Subzone, specifically within the airport approach and departure zone. Such controls should include not permitting certain trees and foliage that attract birds in this area.	2015			■	■	■	■	■							

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-17	Comm	JBSA-R JBSA-S and Stinson BASH MIAOD Subzone	<b>Continue to Implement BASH regulations per JBSA-R BASH Plan</b> JBSA should continue to implement BASH regulations per the JBSA-Randolph BASH Plan including the regulation of land uses, building standards, and appropriate vegetation to deter birds and other wildlife.	2015										■				
SA-18	Hab	JBSA-R BASH MIAOD Subzone	<b>Control Dove Population at JBSA-R</b> JBSA-Randolph shall control the White Winged Dove population through habitat management inside the installation fenceline to reduce the potential for BASH.	2015/ On-going										■				
SA-19	Plans	JBSA-R BASH MIAOD Subzone	<b>Improve Water Drainage on Golf Course</b> JBSA-Randolph should improve the water drainage features on the golf course in order to discourage use by birds and other wildlife.	2015/ On-going										■				

**IN PROCESS**

**IN PROCESS**

**IN PROCESS**

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-20	Plans / Comm	JBSA-R Safety MIAOD	<p><b>Coordination of Recreational Land Uses with JBSA in the Future</b></p> <p>The City of Schertz and JBSA will coordinate in the future to restrict utilization of recreational type uses (e.g. soccer fields) when night training occurs at the Base.</p>	2017/ On-going				<input type="checkbox"/>						<input checked="" type="checkbox"/>				
SA-21	Plans	JBSA-R Safety MIAOD	<p><b>Modify the Veterans Park Plan in Universal City</b></p> <p>The City should consider modifying the Veterans Park Plan to ensure that recreational facilities within the plan that encourage congregations of people, e.g. amphitheater, should be relocated outside the standard CZ.</p>	2015/ On-going							<input checked="" type="checkbox"/>							
SA-22	Comm	JBSA-R Safety MIAOD	<p><b>Engage in Discussions with Private Company in Northeast Clear Zone</b></p> <p>City of Schertz, Bexar County, and with the support of JBSA-Randolph should engage in discussions with private company in NE CZ to</p>	2015/ On-going				<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		<input type="checkbox"/>				

COMPLETED

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-22 (cont'd)			encourage the company to not operate or park vehicles in the area of the Critical Glide Slope Path.															
SA-23	Comm	JBSA-S Safety MIAOD	Engage in Discussions with Private Company East of JBSA-Seguin Runway within the Transitional Surface Guadalupe County with the support of JBSA-Randolph should engage in discussions with private company east of the runway along Weber Road in the Transitional Surface to encourage the active management of bird attractants and mitigation of activities that may affect flight operations.	2015									■	□				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-24	Plans /Zon	JBSA-R Safety MIAOD	<p><b>Amend Zoning in APZs Based on Revised Safety Zones</b></p> <p>JBSA-Randolph may change the West And East Runway south safety zones based on actual flight paths as part of AICUZ update. The cities of San Antonio and Schertz should evaluate, identify, and amend the allowable land uses within the revised south safety zones from residential to compatible non-residential uses. Work with JBSA-Randolph to determine the safety zone boundaries.</p>	2015			■	■						<input type="checkbox"/>				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
<b>VERTICAL OBSTRUCTIONS</b>																		
VO-1	Plans/ Zon	JBSA-R JBSA-S and Stinson Vertical Obs MIAOD Subzone	<p><b>Develop a 3-Dimensional Imaginary Surfaces Model</b></p> <p>Bexar County should work with the cities to develop a 3D model of existing height regulations compared to allowable heights based on the FAA Imaginary Surfaces of airfields. This tool will assist the jurisdictions in amending their UDCs further to enhance military compatibility as well as be used to evaluate development applications to see if the heights of proposed structures do not obstruct the navigable airspace.</p> <p><u>Other Partner:</u> <i>City of Live Oak</i></p>	2017	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>											

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
VO-2	Comm	JBSA-R JBSA-S and Stinson Vertical Obs MIAOD Subzone	<b>Utility Infrastructure Coordination</b> Electric utility companies should coordinate with the cities and JBSA on siting above ground utility poles and infrastructure to ensure utilities do not constitute a vertical obstruction to the aviation operations in the area.	2015 On-going	■			■	■		■			□	□			□
VO-3	Plans CIP	JBSA-R JBSA-S and Stinson Vertical Obs MIAOD Subzone	<b>Site New Utility Lines Within Existing Energy Utility Corridors / Joint Utility Corridors</b> Work with CPS Energy and TXDOT to use existing energy corridors for joint utility corridors when planning infrastructure projects. This will ensure that additional vertical obstructions in other locations do not occur.  <u>Other Partners:</u> TRRC	On-going	■	■	■	■	■	■	■	■	■	□	□	□		

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
<b>WATER QUALITY / QUANTITY</b>																		
WQ-1	Plans	Study Area	<p><b>Develop and Implement a Water Resources Management Plan</b>                      Identify future demand and supply and coordinate with the regional resources and agencies to develop and implement a Regional Water Management Plan. This plan would assess all possible solutions to conserving water and securing future water resources. Such solutions would include sharing of water resources with proximate cities, JBSA obtaining additional water rights from the Carrizo-Wilcox Springs, and the use of Reuse Water for Outdoor uses, i.e. watering lawns.</p> <p><i>Other Partners:</i>                      San Antonio River Authority (SARA), Edwards Aquifer Authority (EAA), BRWM, SARA</p>	2017	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
WQ-2	Zon	Study Area	<p><b>Develop Ordinance Reducing Lawn Landscaping Area</b>                      The participating JBSA-R JLUS cities should develop, if</p>	2015	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
WQ-2 (cont'd)			they do not already have, an ordinance limiting the size of landscaped lawns and requiring the remaining lawn area be xeriscaped in order to reduce water consumption and waste. Consider incorporating and encouraging application of LID practices recommended by SARA.															

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WQ-3	Comm	Study Area	<p><b>Coordinate Infrastructure Projects and Apply for State Funding</b></p> <p>The cities and counties should coordinate with JBSA when applying for priority water infrastructure project funding from the State of Texas Water Development Board in order to prevent siting water infrastructure projects in areas that may support incompatible development that may affect the military mission.</p> <p><i>Other Partners:</i>  <i>Texas Commission on Environmental Quality (TCEQ), BRWM, Texas Water Development Board (TWDB), SARA</i></p>	On-going	■		■		■	■	■	■	■	■	■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
WQ-4	Plans	Study Area	<p><b>Address Military Water Concerns in Agency Plans</b>                      When SARA, jurisdictions and other agencies update plans for the management of their water resources, they should incorporate the military water needs in their plans.</p> <p><i>Other Partners:</i>                      SARA, EAA and BRWM</p>	2017	■		■		■	■	■	■	■	□	■			
WQ-5	Plans	JBSA-R	<p><b>Inventory and Assess High-risk Storm water Ponding Areas On-Base</b>                      Conduct a base-wide assessment of high-risk storm water drainage system deficiencies. Prioritize those deficiencies that affect external land uses including community storm water drainage facilities.</p>	2017										■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
WQ-6	Comm	Study Area	<p><b>Encourage and Conduct Outreach to Developers on Low Impact Storm Water Development Practices</b></p> <p>Encourage developers and builders to incorporate Low Impact Development (LID) practices, such as reduction in impervious surfaces into site design, to reduce the volume of storm water runoff. Develop brochures describing the different LID practices. Where possible, provide incentives for the developers to use LID practices.</p> <p><u>Other Primary Partner:</u> <u>SARA</u></p> <p><u>Note:</u> SARA is developing a voluntary set of LID optional standards with incentives that will be considered as part of the City of San Antonio's UDC's update program. Other jurisdictions should consider adapting some of these LID practices within their UDCs.</p>	On-going	■		■		■	■	■	■	■					

*Please see the next page.*

# JBSA-RANDOLPH



## JOINT LAND USE STUDY

# JBSA-RANDOLPH



## JOINT LAND USE STUDY



County of Bexar Public Works  
233 N Pecos-La Trinidad, Suite 420  
San Antonio, Texas 78207  
210-335-1243  
[www.bexar.org](http://www.bexar.org)

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** September 02, 2025  
**Department:** Engineering  
**Subject:** Monthly Update - Major Projects In Progress/CIP  
(B.James/K.Woodlee)

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**Attachments**

9-2-25 Council Update on In Progress Projects

## CITY COUNCIL MEMORANDUM

**City Council Meeting:** September 2, 2025  
**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. 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: This project is being pushed back to FY 25-26 or FY26-27 as we need to reallocate funding from this project to help fund the repairs of the retention wall and pavers at the Schertz Library.

#### 2. Library Retention Wall (Pavers)

Project Description – Replacing the failing plastic panels around the library foundation with concrete panels. This includes removal and replacement of some of the concrete pavers in the rear courtyard.

- Project Status: Design
- Projected Completion: Spring 2026
- Project Cost: \$350,000
- Consultant: Unintech Consulting Engineering
- Contractor: To be determined

Project Update: No change since last report. Staff is reviewing internally whether to replace the pavers with concrete with this project.

### **3. Fire Station 4**

Project Description – Fire Station 4 Design and Build

- Project Status: Site Plan Submitted to the city. Construction Design going to formal pricing and plans being submitted to the City
- Projected Completion: December 2026
- Project Cost: Estimated \$13.25 million
- Consultant: AGCM – Owner Rep
- Architect: Martinez Architecture
- Contractor: Marksman – CMAR

Project Update: Floor Plan review and Renderings to be coming soon for preview to Council.

### **4. FM 78 Build Out PD CID Property Room**

Project Description – Remodel a portion of the County Building that PD will utilize for CID and Property

- Project Status: Pending approval from County
- Projected Completion: To be determined once the project is approved by Guadalupe County.
- Consultant: TBD
- Contractor: TBD

Project Update: Currently awaiting approval from the County as to when the Police Department can move into the designated space in the County building located off FM 78. City staff (PD, GIS, Facilities, IT) has met and toured the location creating a rough sketch for office placement, interview room placement, and other installations. Per Facilities, the project must be consulted on with an architect and official renderings will be completed.

### **5. Police Department Building Remodel**

Project Description – Remodel office areas within building 06 where the Police Department operates. Areas to remodel may include the current CIS division, P&E holding area, and possibly other offices along that hallway.

- Project Status: Pending approval from the County that PD can move into the County building. Once that project is approved, this one can move forward.
- Projected Completion: To be determined once the County FM 78 project moves forward.
- Consultant: TBD
- Contractor: TBD

Project Update: This project is in conjunction with the Police Department moving into the County building on FM 78. Once moved, remodeling of the specific areas within the Police Department will begin. At this time, there are several possible ideas being developed for these areas but nothing official.

## **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: Summer 2025
- Project Cost: Design \$32,100, Drainage Report \$4,600
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: No new updates since last council meeting. Design of the project is complete. The project has been on hold pending resolution of some easement acquisition challenges. Staff are working to identify the appropriate path of access to the channel. Unintech will resume work to acquire necessary easements for the project once those challenges have been resolved. After easements are acquired, the project will be rebid, and construction will proceed.

## **2. Pickrell Park & FM 1518 Drainage**

Project Description – Installation of underground drainage, upgraded creek outfalls and provide localized surface drainage swales. Sanitary sewer relocation within areas of conflict with proposed drainage improvements

- Project Status: Preliminary Engineering Study
- Projected Completion: TBD
- Project Cost: \$41,987 - \$47,500 NTE (study only)
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: The task order for professional services approved by Council on August 19 is being executed. The consultant will begin surveying activities soon.

## **3. Wendy Swan Drainage**

Project Description – Removal of an existing concrete retaining wall, install underground drainage and fill to grade with localized surface drainage.

- Project Status: Design
- Projected Completion:
- Project Cost: Design \$108,500 (\$115,000 NTE), Construction Estimate \$939,000
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: The task order for professional services approved by Council on August 19 is being executed. The consultant will begin surveying activities soon.

## **4. Friesenhahn Lift Station Drainage Improvements**

Project Description – Drainage study of Friesenhahn Lift Station site will be performed and used to develop plans for construction of recommended improvements to remedy poor drainage conditions around the site.

- Project Status: Study and Design
- Projected Completion: TBD
- Project Cost: Design \$74,815 Construction Estimate TBD
- Consultant: Utility Engineering Group
- Contractor: TBD

Project Update: The task order for professional services is being executed. The consultant will begin surveying activities soon.

## **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 consists 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 also includes 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 2025
- 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: No change since the last update. The collection and conveyance system including the lift station was put into operation March 3, 2025. The CCMA South Plant is operational. The Woman Hollering Package Treatment Plant has been shut down and is being cleaned and removed from the leased property location. The Sedona Lift Station and the pump and haul operation at Hallie’s Cove are being decommissioned. Staff are continuing to work on generating punch lists for the project to be completed. It is estimated that the remainder of the work on the project will take several months to complete.

### **2. Riata Lift Station Relocation**

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 4<sup>th</sup> Quarter of 2024.
- Projected Completion: Summer 2026
- Project Cost: Design & Acquisition of easements and existing lift station \$478,000; Construction: \$2,545,375
- Consultant: Utility Engineering Group, PLLC
- Contractor: Keystone Construction
- Project Update: Keystone has completed the gravity and force main installation within Fairlawn Avenue. The roadway is back open for traffic, but final repaving will be completed at the end of the project once the new lift station is operational and the old lines can be abandoned.



### 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: Half Associates
- Contractor: SER Construction Partners (TxDOT’s General Contractor)/Qro Mex Construction (Aztec 16” Line)

Project Update: SER has slowed down on the installation of water and sewer on the north end of the project due to CCMA working on their utility relocations within the same area. Once CCMA is completed in the area, SER will resume utility installation. TxDOT is reviewing the City’s request to fully abandon in place the old 10” sewer line near the Founders School. If approved, Capital Excavation will be complete with the public water and sewer install 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: Fall 2025
- Project Cost: Design \$466,265, Construction \$7,360,054
- Consultant: Unintech Consulting Engineers
- Contractor: Pesado Construction Co.

Project Update: Construction efforts resumed in August with the delivery of the electrical switchboard. The planned schedule is to be substantially complete near the end of September.

## 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/Easement Acquisition
- Projected Completion: Spring 2026
- Project Cost: Design NTE \$200,000, Construction Estimate \$4,400,000

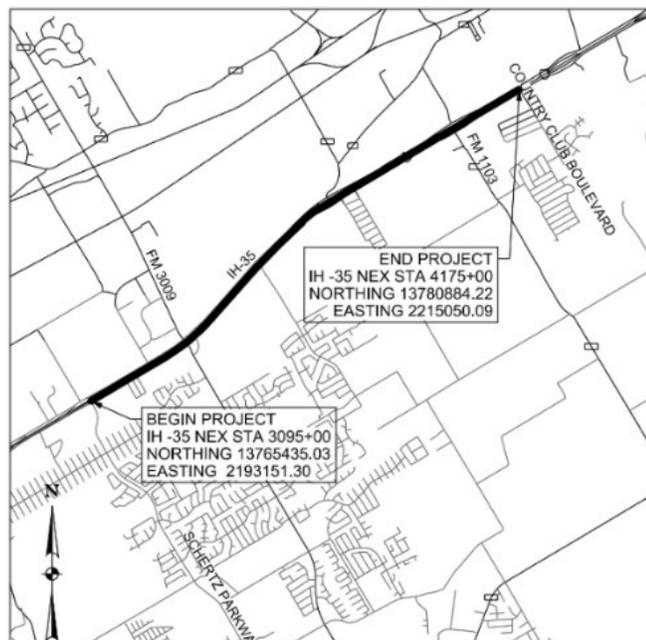
Project Update: No new updates to this project at this time.

## 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: Half Associates

Project Update: The final easement payment is being processed. The construction for the non-joint bid sewer relocations was bid on August 21<sup>st</sup>. Unfortunately, the City only received one (1) bid which exceeded the engineers’ OPCC. We are discussing this with TXDOT to confirm whether or not we can accept this bid.



Extent of IH 35 NEX – Northern Segment

## 7. Robin Hood Way Waterline Replacement

Project Description – Replacement and upsizing of water line in Robin Hood Way, Sherlock Lane, and Nottingshire. The main replacement is to increase flows in the area, particularly to meet fire flow requirements. The project also includes street resurfacing and rehabilitation work that was previously removed from the SPAM project.

- Project Status: Design
- Projected Completion: Fall 2025
- Project Cost: \$5,350,000
- Consultant: Kimley- Horn & Associates

Project Update: Staff has reviewed the preliminary plans and provided comments to the consultant. The consultant is preparing a new cost estimate for the project.

## 8. Bell North Sewer Extension

Project Description – Ten commercial properties on the west end of Bell North Drive are served by private grinder pumps that pump into a public wastewater force main that discharges into a manhole near 17316 Bell North Drive. This project is the construction of a gravity sewer main within Bell North Drive that will flow toward and discharge into the main on Doerr Lane.

- Project Status: Design
- Projected Completion: TBD
- Project Cost: Design \$95,000
- Consultant: Freeland Turk Engineering Group LLC

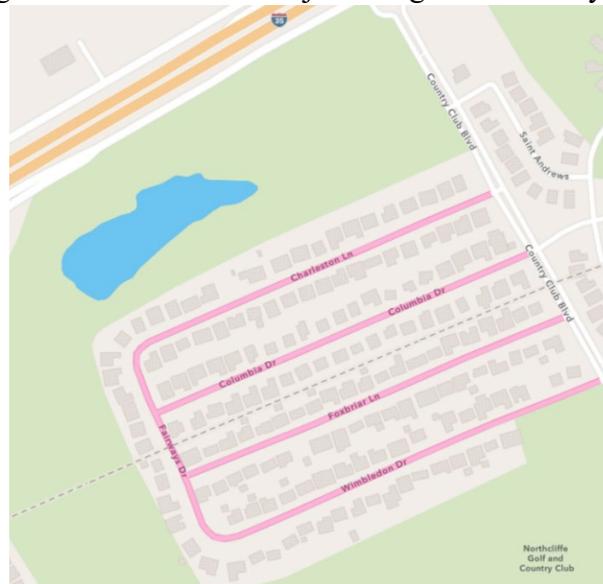
Project Update: Staff is reviewing the most recent set of plans, project manual, and cost estimate provided by Freeland Turk. Once everything is approved, we will start advertising to bid the project.

## 9. Northcliffe Country Club Estates Water and Wastewater Main Replacement

Project Description – replacement of the water and wastewater mains and rehabilitation of the streets in the Northcliffe Country Club Estates subdivision.

- Project Status: Design
- Projected Completion: Fall 2026
- Project Cost: Design & Easement Acquisition Services - \$10,435,000
- Consultant: Unintech Consulting Engineers, Inc.

Project Update: No change from last month. Project design is underway.



## 10. Cibolo West Wastewater Trunk Main

Project Description – Installation of approximately 21,680 LF of gravity wastewater trunk main that will collect wastewater at the location of the Saddlebrook Wastewater Lift Station as well as areas north of Schaefer Road and convey flows south along a route including along Weir and Trainer Hale Roads and the west side of Cibolo Creek to the CCMA South Water Reclamation Plant. Having this line in place will ultimately allow the decommissioning of the Corbett and Saddlebrook Lift Stations. The project is a collaboration between the City of Schertz and Green Valley Special Utility District (GVSUD).

- Project Status: Route Study
- Projected Completion: Study expected to be complete Summer 2025
- Total Project Cost: \$16,213,000
- Consultant for Study: Lockwood, Andrews, & Newnam, Inc.

Project Update: Staff provided comments on the Technical Memorandum, “Cibolo West Trunk Main Route Study and Analysis” to the consultant. The report includes the final proposed alignment, line sizes, easement needs, and preliminary cost estimates. Staff is awaiting the final draft at the time of this report. The next phase of the project will be the acquisition of easements needed for the line.

#### **11. Elevated Storage Tank Pipe Replacement and Tank Painting**

Project Description – Rehabilitation of vertical fill and drain line piping in the East Live Oak and Northcliffe elevated storage tanks due to increased signs of fatigue at the welded joints. The project also includes the painting of the interior and exterior of the East Live Oak and Northcliffe elevated tanks and the Ware Seguin ground storage tank.

- Project Status: Design
- Projected Completion: Design expected to be complete Fall 2025
- Total Project Cost: \$2,600,000 Estimated Total
- Consultant for Study: Unintech Consulting Engineers, Inc.

Project Update: Staff is working with consultant to hire a contractor who is able to perform sampling of the piping with as little disruption to service as possible. Once the samples are taken and testing complete, the results will be evaluated to determine the underlying cause of the deterioration and design the rehabilitation plan.

#### **12. Schertz Parkway 16” Water Transmission Main Replacement**

Project Description – Replacement of approximately 1,200 linear feet of 16” water transmission main along Schertz Parkway between Mare Way and Maske Road.

- Project Status: Design
- Projected Completion: TBD
- Project Cost: Design \$180,824 (\$220,000 NTE), Construction Estimate \$1,575,000
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: The task order for professional services approved by Council on June 3 has been executed. A kickoff meeting with the design consultant will be scheduled soon.

#### **13. FM 3009 18” Water Transmission Main Replacement**

Project Description – Replacement of approximately 7,600 linear feet of 18” water transmission main.

- Project Status: Design
- Projected Completion: TBD
- Project Cost: Design \$431,752 (\$475,000 NTE), Construction Estimate (including easement acquisition) \$4,875,000
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: The task order for professional services approved by Council on August 19 is being executed. A kickoff meeting with the design consultant will be scheduled soon.

#### **14. IH 35 Ground Storage Tank and Pump Station**

Project Description – Construction of a 3-million-gallon ground storage tank and pump station adjacent to the existing IH 35 elevated storage tank to provide storage capacity that can be filled during non-peak hours of the day.

- Project Status: Design
- Projected Completion: TBD
- Project Cost: Design \$728,068 (\$800,000 NTE), Construction Estimate (including land acquisition \$13,750,000
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: The task order for professional services approved by Council on August 19 is being executed. A kickoff meeting with the design consultant will be scheduled soon.

#### **15. Lift Station Decommissioning**

Project Description – Decommissioning of Elbel and Whisper Branch Lift Stations including regulatory documentation and physical demolition and abandonment. The project also includes the development of a lift station decommissioning standard guidance document that can be used by the City for future lift station decommissioning projects.

- Project Status: Design
- Projected Completion: TBD
- Project Cost: Design \$49,635 Construction Estimate TBD
- Consultant: Utility Engineering Group
- Contractor: TBD

Project Update: The task order for professional services is being executed. The consultant will begin information gathering soon.

### **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 2027
- Project Cost: Design NTE \$2,173,905, Construction \$24,600,000
- Consultant: Kimley- Horn Associates

Project Update: Staff has confirmed the underground space needs for the other utilities and is coordinating with AT&T. Final plans for the water main and sewer main replacement are in progress. Staff expects to start the public outreach effort and easement acquisition this Fall.



## 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: March 2026
- Project Cost: Design \$571,000 (\$20,000 from Selma), Construction estimate \$6,738,092 (\$100,000 from Selma)
- Design Consultant: Halff Associates

**Project Update:** No changes from last month. Right-of-Way acquisition at the Schertz Parkway and Doerr Lane intersections is underway. Our consultant is coordinating with the utility companies to get the known conflicts addressed. There are some last-minute sewer line changes are being incorporated into the project plans to up-size part of the new sewer line to a 24” diameter. Staff will be working with EDC to start detailed public outreach to businesses in the near future.

## 3. Lower Seguin Road Reconstruction

**Project Description** – The project will reconstruct 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 City intends to pursue Federal DCIP funding for project construction.

- Project Status: Design
- Projected Completion: January 2027
- Project Cost: \$18,200,000
- Consultant: Halff & Associates

**Project Update:** We have been informed that our DCIP funding application was unsuccessful for the project. We will be able to get feedback on our application in early October from the DCIP folks. Staff and our consultant are exploring other potential funding sources that could be used for the project. In the meantime, right-of-way acquisition and environmental clearance is still underway to get the project fully “shovel ready” as soon as possible.

#### 4. **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, 1<sup>st</sup> St, 2<sup>nd</sup> 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: Construction
- Projected Completion: Winter 2026
- Project Cost: \$5,705,000 (estimated total)
- Design Consultant: Unintech Consulting Engineering
- Contractor: E-Z Bel Construction, LLC

Project Update: The water and sewer line installation is still progressing well in the subdivision. The installation is over halfway complete and less than half of the contract time has elapsed for the project. Sewer line and water line installation in Church Street has been completed and the sewer line installation in Dowman, and 1<sup>st</sup> Street is nearly complete and the sewer line installation in 2<sup>nd</sup> street is well underway. The contractor’s street crews have been delayed on other projects, so the street rehabilitation hasn’t started yet. The contractor expects to start the street work at the middle of this month. Below are two pictures showing the gage for the pressure test of one of the new water mains. The left picture shows the pressure at the start of the test, and the right shows the same gage two hours later, passing the “hydrostatic test.”



#### 5. **Boenig Drive Reconstruction**

Project Description – Reconstruction of Boenig Drive between Ware Seguin Road and Graytown Road. The reconstruction includes reconfiguration of the intersection with Ware Seguin Road to improve efficiencies and eliminate having two street intersections side-by-side on Ware Seguin Road.

- Project Status: Design
- Projected Completion: Winter 2025
- Project Cost: \$3,240,000
- Consultant: Unintech Consulting Engineers, Inc.

Project Update: No change from last month. The preliminary plan review has been completed and comments provided to our consultant. The consultant is working on Final plans now.

## 6. 2024 SPAM Rehabilitation

Project Description – Rehabilitation of St. Andrews, Maple, and part of the Silvertree Subdivision streets. Rehabilitation involves removing the existing pavement, applying cement stabilizing to the material underneath, and placing a new layer of pavement on the street.

- Project Status: Construction
- Projected Completion: Winter 2025
- Project Cost: \$3,581,000
- Consultant: Kimley-Horn Associates
- Contractor: E-Z Bel Construction, LLC

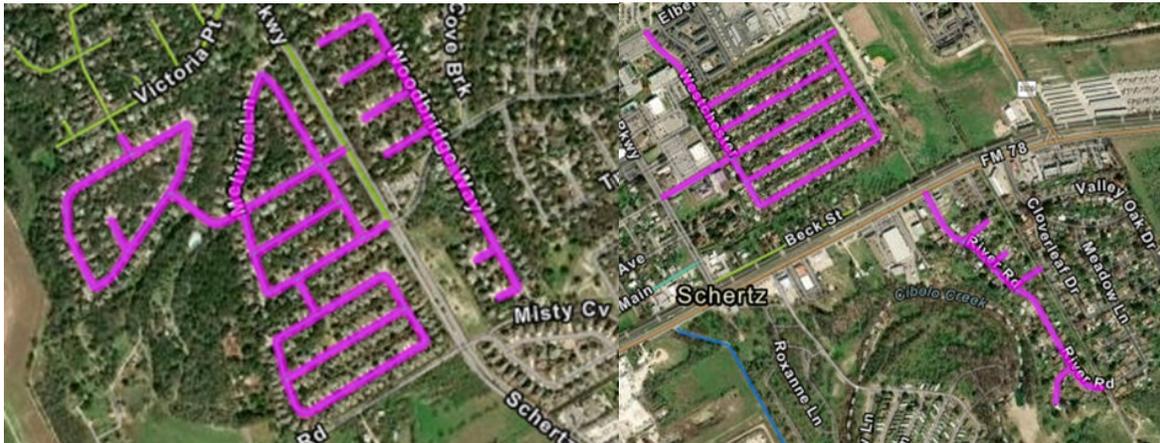
Project Update: Due to the contractor's crews being delayed on other projects, this project start has been delayed. The contractor expects to start construction towards the end of this month. Staff and our consultant are reviewing material submittals for the project now.

## 7. 2025 SPAM Resurfacing

Project Description – Resurfacing of the streets in the Ashley Woods, Woodbridge, and Rio Vista subdivisions. Resurfacing involves performing localized concrete repairs; base repairs; asphalt level up; crack sealing; and applying a slurry seal to the surface of the streets.

- Project Status: Design
- Projected Completion: Spring 2026
- Project Cost: \$1,282,231
- Consultant: Kimley-Horn Associates

Project Update: No change from last report. Design is underway.



## 8. Kramer Farm Rehabilitation

Project Description – Rehabilitation of the western streets in Kramer Farm Subdivision. Rehabilitation involves removing the existing pavement, applying cement stabilizing to the material underneath, and placing a new layer of pavement on the street.

- Project Status: Construction
- Projected Completion: Winter 2025
- Project Cost: \$1,446,582
- Consultant: Kimley-Horn Associates

Project Update: No change from last report. Design is underway.



## 9. **FM 3009 Overpass**

**Project Description** – TXDOT project for overpass construction at the FM 3009/FM 78 intersection to elevate the main lanes of FM 3009 over the railroad tracks and FM 78. On and off ramps will be provided so vehicles can travel between FM 3009 and FM 78 at the intersection. The project includes some improvements to FM 78 to improve operational efficiencies of the on and off ramps.

- Project Status: Schematic Design and Environmental Clearance
- Projected Completion: TBD
- Project Cost: \$40,000,000 (TXDOT)
- Consultant: Kimley-Horn Associates

**Project Update:** No change from last month. The schematic plans and the environmental clearance are still underway. TXDOT has formally applied to the Alamo Area Metropolitan Planning Organization (AAMPO) for construction funding. While TXDOT has applied for funding, this doesn't mean the funding will be available and construction starting soon. By applying for funding now, it gets the project "on the list" for AAMPO to consider and does not mean construction will occur soon. While funding is being considered by AAMPO, the environmental clearance and design efforts will continue, and more public meetings will be held to help refine the project design.

## **Parks & Recreation Projects:**

### 1. **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: Pending Construction Schedule
- Projected Completion: Fall 2025
- Project Cost: \$200,000 (estimated total)
- Consultant: Unintech Engineering
- Contractor: Kutscher Drilling

**Project Update:** One bid was received (Kutscher Drilling) for the new well that is needed to be compliant with Edwards Aquifer Authority standards and Council approved the contract on May 6.

Construction is still pending the vendor's scheduling and the permit approval from EAA, likely September 2025. Once the new well is drilled, the final phase is adding the additional storage tanks which city staff will facilitate.

### **I.T. Projects:**

#### **1. Asset Management- Work Order System – Open Gov**

Project Description- Replace the current work order and asset management systems

- Project Status: In progress
- Projected Completion: Fall 2025
- Project Cost: Approximately \$470,000
- Contractor: Open Gov

Project Update: Over the past month, Fleet, Facilities, IT, and Water/Wastewater have been actively working within the OpenGov Asset Management System. Staff have been developing processes, work orders, and procedures tailored to each department's specialized needs. OpenGov is now preparing to begin Phase II of the software integration, which will include Parks, Drainage, and Streets, starting in September.

### **Studies and Plans:**

#### **1. Master Thoroughfare Plan and Roadway Impact Fee Update**

Project Description – Update to City's Master Thoroughfare Plan and Roadway Impact Fee Program.

- Project Status: Study
- Projected Completion: Schedule Pending
- Total Project Cost: \$149,460 (\$170,000 NTE)
- Consultant for Study: Kimley-Horn Associates

Project Update: The task order for this project was approved by Council on August 5. Staff is scheduling a kick-off meeting with the consultant to begin work on an update to the Master Thoroughfare Plan and Roadway Impact Fee Program. The meeting is expected to take place in early September.

#### **2. Southern Schertz Interim Sewer Service Study**

Project Description – Until the completion of expansion of the CCMA South Water Reclamation Plant, treatment capacity in southern Schertz is severely limited. This project is a study to identify potential short-term and long-term sewer service treatment options for the City's southern service area.

- Project Status: Study
- Projected Completion: Schedule Pending
- Total Project Cost: \$59,695
- Consultant for Study: Utility Engineering Group

Project Update: The task order for this professional services effort is being executed. A kickoff meeting for the consultant to begin gathering information will be scheduled soon.

### 3. Regional Flood Planning

Though not a formal, funded study, Staff is working with Regions 11 and 12 Flood Planning Groups to identify flooding issues throughout the City and flood management strategies to address them. Staff has provided information previously missing from the groups' mapping regarding low water crossings, critical facilities, shelters, etc.

#### TxDOT Roadway Projects:

**Note:** If links do not work, please contact [engineering@schertz.com](mailto: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](#)

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** September 02, 2025  
**Department:** Purchasing & Asset Management  
**Subject:** Updated Purchasing Policy and Vendor Expenditure Report (S.Gonzalez/J.Kurz)

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**BACKGROUND**

The City Charter previously dictated that the Purchasing Policy be approved by City Council. However, with the 2015 Charter amendments, this authority was delegated to the City Manager. The Purchasing Policy was last updated in March 2024, with the implementation of the Incode update (ERP Pro 10). The 2024 updates included procedural changes only and did not alter or negate statutory requirements such as procurement standards, authority, or competitive bidding thresholds.

During the 89th Legislative Session, Senate Bill (SB) 1173 was passed, raising the competitive bidding threshold for local governments from \$50,000 to \$100,000 effective September 1, 2025. This means cities, counties, school districts, and other local entities can now make purchases or enter into contracts up to \$100,000 without having to go through a formal competitive bidding process. SB 1173 gives local governments more flexibility, allowing them to respond to needs quickly and reduce administrative overhead. Bidding thresholds were last raised in 2007, and without periodic adjustments to account for inflation, local governments may waste time and resources bidding out relatively routine projects or purchases that used to cost far less. SB 1173 doesn't remove oversight entirely—internal controls, audits, and public transparency still apply—but it modernizes the rules to reflect economic reality.

Effective September 1, 2025, the City's Purchasing Policy has been revised as follows:

1. Congruency with the new statutory competitive bidding thresholds
2. Added verbiage regarding compliance with Federal Procurement Standards (2CFR Part 200, D), which is required by some granting agencies
3. Minor procedural clarifications

A copy of the redlined changes and a clean copy of the revised policy is attached for Council's reference.

Additionally, attached is a vendor expenditure report from July 2025, detailing all vendors with whom the City spent \$25,000 - \$100,000. These reports will be provided to Council monthly going forward for awareness.

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**Attachments**

Purchasing Policy 09.01.2025 FINAL  
Purchasing Policy 09.01.2025 Redline  
July 2025 Vendor Expenditure Report



**FINAL**

# THE CITY OF SCHERTZ, TEXAS

## PURCHASING POLICY

# SCHERTZ

PURCHASING DEPARTMENT

PROCUREMENT • RISK • SAFETY • ASSETS

1400 SCHERTZ PARKWAY  
SCHERTZ, TEXAS 78154

*Effective 1 September 2025*

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## 1. INTRODUCTION

The purpose of this policy is to establish and describe the basic procurement philosophy and processes under which the City of Schertz (“the City”) operates. This established procurement framework provides for the planned and consistent approach of cost-effectively obtaining the necessary goods and services required to operate City departments in order to maintain service at appropriate levels. Additionally, the policy outlines the consistent and ethical processes and procedures that will demonstrate the City’s commitment to procuring goods and services in a fair, transparent, effective and legally compliant manner. The processes used to procure goods and services should always provide the best value (price and quality) for the City, while providing an open and fair process for vendors.

This policy will apply to all procurements funded by the City of Schertz, bond funds, and other funds unless specifically exempted by applicable law or by City policy. The exceptions are limited to items listed in Section 7, as well as certain professional services, real property, and leases that, because of their nature, are not conducive to normal purchasing routine. These procurements shall be made under the direction of the City Manager or designee.

This policy is effective immediately upon issuance and supersedes all previous purchasing policy instructions or directives.

## 2. ROLE OF THE PURCHASING DEPARTMENT

The Purchasing Department is charged with the overall responsibility for issuing solicitations and negotiating with sources on matters relating to price, delivery, vendor selection and execution of contracts in accordance with the City Policy, State of Texas Statutes, and applicable Federal government requirements. The Purchasing Department will provide the initial contact point for directors, managers, staff, suppliers, consultants, and the public interested in information on the City’s activities. It will oversee and supervise the issuance, receipt, and opening of all offers and proposals that are submitted relative to the purchase of equipment, materials, supplies, and surplus disposal. The Purchasing Department shall maintain purchase history information files, as well as documentation of all transactions. The Purchasing Department will participate in negotiations, where appropriate, with user departments, project managers, consultants or contractors relative to specifications and contractual responsibilities. This will facilitate the thorough understanding and preparation of specifications or contract terms and conditions. The Purchasing Department will participate with user departments in establishing clear, concise, nonrestrictive specifications and instructions to be utilized in procurement. City consultants and/or project managers, when conducting the “request for quote” or bid processes, shall coordinate with the Purchasing Department for all approvals to bid, advertisements and bid opening dates, as well as resulting purchase orders or contracts. The Purchasing Department shall promote and maintain good vendor, inter-departmental and community relationships.

### 3. PROCUREMENT STANDARDS

#### a. Ethics:

The City shall maintain the best possible relationship with all vendors. The goodwill of sources and the reputation of the City will be promoted by:

- i. Keeping competition fair and open.
- ii. Maintaining consistent procurement policies and principles.
- iii. Observing strict truthfulness in all transactions and correspondence.
- iv. Respecting the confidence of sales personnel and their companies as to confidential or proprietary information, as well as being scrupulous about maintaining the highest level of business ethics when dealing with sources and City departments.

#### b. Conflicts of Interest:

- i. Affiliates (e.g., business concerns, organizations or individuals) and employees of the City are prohibited from submitting offers for or participating in any contract for City purchases from which they would financially benefit, directly or indirectly. No affiliate or employee of the City shall seek to influence in any manner the award of a contract or purchase of a product or service from any vendor. Affiliates and employees must immediately disclose to the City of any silent partnership, proprietorship, employment, relationship or other involvement in a prospective contract or procurement.
- ii. Acceptance of gifts by employees from sources or potential sources at any time is strictly prohibited, except for that which would be defined as *de minimus* by the Internal Revenue Service (IRS). Employees must not accept any gifts that create an obligation to any source and shall not conclude any transaction from which they benefit, directly or indirectly. City employees are not to participate in any type of extravagant entertainment with a supplier, customer, consultant, or contractor. These restrictions do not include entertainment such as business meals, company sponsored dinners, etc., which are customary and proper under the circumstances, as long as they are consistent with good business ethics and do not place the recipient under an obligation of any kind.

Employees may not solicit or accept gratuities such as any type of compensation, contribution, emolument, offer of employment, loan, reward, rebate, gift, money, lodging, service, or “other thing of value,” except as specifically outlined in this section.

- iii. Employees who do not comply with this policy may be subject to disciplinary action in accordance with the City’s Discipline policy.

**c. Purchasing Department Personnel:**

When potential conflict with an existing procurement regulation is suspected, or legal assistance is advisable, it is the responsibility of the Purchasing Department to notify the Department, Project Manager, Assistant City Manager, and/or City Manager.

**d. City Employees:**

All City employees are required to file a City of Schertz Conflict of Interest Form with the Purchasing Department if any family member is conducting, will conduct, or plans to conduct business with the City of Schertz. The form will be filled out annually (once a year) and filed with the Purchasing Department no later than October 1 of each year in which the family member begins discussions, correspondence, negotiations, submits an application or responds to a bid or proposal.

**e. Contractors:**

A person or business, and their agents, who contract with the City or who seek to contract with the City are required by Texas Local Government Code, Chapter 176, to file a conflicts disclosure questionnaire (Form CIQ) created by the Texas Ethics Commission which is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). The form must be filed with the City no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to a potential agreement with the city. Such person and businesses, and their agents, must also file an updated questionnaire not later than September 1 of each year in which the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to a potential agreement with the City and within seven (7) days after the date of an event that would make a filed questionnaire incomplete or inaccurate. An updated, complete questionnaire is not required if the person or business filed a questionnaire or updated questionnaire after June 1 but before September 1.

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

**f. Elected and Appointed Officials:**

Elected and appointed officials are required to file with the Purchasing Department the state-mandated Conflicts Disclosure Statement as enumerated below:

- i. Officers of the City and its boards and commissions (including the Economic Development Corporation) must file a "conflicts disclosure statement" (Form CIS) with the Purchasing Department within seven days of becoming aware of:

1. The officer or a family member of the officer has an employment or business relationship that results in taxable income with a person who has executed a contract with the City or with whom the City is considering doing business; or
2. The officer or a family member of the officer has accepted one or more gifts (other than food, lodging, transportation, or entertainment) with an aggregate value of \$250 in the preceding 12 months from a person who has executed a contract with the City or who is being considered for business with the City.
3. A family member is defined as a person related to another person within the first degree by consanguinity (blood) or affinity (marriage) which includes a spouse, father, mother, son, daughter, father-in-law, mother-in-law, etc.
4. The conflicts disclosure statement (Form CIS) has been created by the Texas Ethics Commission and is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Failure to disclose information is a Class C misdemeanor punishable by a fine not to exceed \$500.

**g. Federal Procurement Standards**

When using Federal funds, the City of Schertz will adhere to the procurement standards as outlined in 2 CFR Part 200, Subpart D, and Appendix II. These standards apply to all procurement transactions for property or services under a Federal award or sub-award. The City's procurement procedures must be consistent with these federal standards, as well as all applicable State and local laws and regulations.

See Attachment D for full text of federal requirements from 2 CFR Part 200, Subpart D, §§ 200.218–200.237, and Appendix II.

**4. PROCUREMENT AUTHORITY**

The City Manager or one of the City Manager's Designees has authority to approve procurements in the amount of \$99,999.99 or less provided these expenditures are part of the City's budget and do not require a budget transfer.

Contracts for the purchase of goods and services involving an expenditure of \$100,000 or greater require the approval of the City Council, whether or not the purchase has been obtained through a competitive bidding or RFP procedure. Council will approve all contract awards or reject all bids, if a contract is not awarded following a formal solicitation.

## 5. PURCHASING THRESHOLDS

### a. Purchases Less Than \$3,000

Department head or designee may exercise discretion regarding the procurement of goods or services less than \$3,000. Competitive quotations, formal bidding or a bid tabulation sheet are not required, but competition is recommended. If a physical signature is required on an agreement for less than \$3,000, the City Manager has designated signature authority to the Department Head, but only **AFTER** the agreement has been reviewed by the Purchasing Department.

### b. Purchases Greater Than \$3,000 But Less Than \$25,000

User departments are responsible for obtaining a minimum of three informal telephone, email, fax or online quotes for goods or services when the total estimated cost is within the \$3,000 to \$24,999.99 range with exceptions as authorized by this policy. The quotes must be documented on a bid tabulation sheet and filed with purchase order documentation.

Procurement of services in an amount less than \$25,000 but greater than \$3,000 will be accomplished with a Purchase Order (PO).

For all purchases greater than \$3,000 but less than \$25,000, staff must obtain quotes from at least two (2) Historically Underutilized Businesses (HUB) located in Guadalupe County on a rotating basis. If a HUB cannot be identified, the City is exempt from this requirement.

If a physical signature is required on an agreement for more than \$3,000 but less than \$25,000, the City Manager has designated signature authority to the Executive Team, but only **AFTER** the agreement has been reviewed by the Purchasing Department.

### c. Purchases Greater Than \$24,999.99 But Less Than \$100,000

User departments are responsible for obtaining a minimum of three informal written quotes for goods or services when the total estimated cost is within the \$25,000 to \$99,999.99 range with exceptions as authorized by this policy. The quotes must be documented on a bid tabulation sheet and filed with purchase order documentation.

Procurement of services in an amount greater than \$25,000 will require a written contract prepared by the Purchasing Department, in addition to a PO.

For all purchases greater than \$24,999.99 but less than \$100,000, staff must obtain quotes from at least two (2) Historically Underutilized Businesses (HUB) located in Guadalupe County on a rotating basis. If a HUB cannot be identified, the City is exempt from this requirement.

The City Manager will sign all agreements with a contract value of more than \$25,000 once the agreement has been reviewed by the Purchasing Department.

**d. Purchases Greater Than \$100,000**

The Texas Local Government Code requires either competitive bidding or competitive Requests for Proposals (“RFP”) for City purchases exceeding \$100,000 with few exceptions. City employees are prohibited from making "separate, sequential, or component purchases to avoid the competitive bidding requirements". **A violation of these prohibitions is a Class B misdemeanor (\$1,000 fine and/or 180 days in jail), and conviction resulting in immediate removal from office or employment and ineligibility for other public office or employment for four (4) years after the date of conviction.**

Departments shall consult with the Purchasing Department on the proper procurement process to obtain goods and services greater than \$100,000.

Detailed specifications and statements of work (SOW) will be developed by the Department, in consultation with the Purchasing Department. The Purchasing Department will coordinate all formal solicitations, in accordance with State of Texas and local statutes. Component orders or contracts, each less than \$100,000, but which in the aggregate exceed that amount, and which reasonably should be included in the one order or contract shall not be used to avoid the prohibition of Statutes.

All Purchases \$100,000 or greater require approval by City Council and the Purchasing Office prior to processing. The approved resolution number should be included in the Purchase Order notes.

**HIGH TECHNOLOGY PURCHASES:** "High technology item" means a service, equipment, or good of a highly technical nature, including:

- a. data processing equipment and software and firmware used in conjunction with data processing equipment;
- b. telecommunications, radio, and microwave systems;
- c. electronic distributed control systems, including building energy management systems; and
- d. technical services related to those items.

High technology purchases will be accomplished using a RFP process where the anticipated expense is in excess of \$100,000. The Texas Local Government Code requires that the relative importance of price and other evaluation factors be specified in the RFP. All RFP’s will be prepared in cooperation with the User Department, Information Technology and the Purchasing Department.

**PROFESSIONAL SERVICES:** "Professional Services" are those services which involve mental or intellectual skills, usually accompanied by formal certification or

licensing by a state agency, such as accounting, architecture, land surveying, engineering, medicine, real estate appraisal services. Section 2254 of the Government Code prohibits the purchase of professional services using competitive bidding requirements. User departments will select professional service consultants on the basis of demonstrated competence and qualifications and will negotiate fees on the basis of what is fair and reasonable for the type of services, rather than on a "low bid" basis. Except for architect, engineer and surveyor services as discussed below, both price and qualifications can be considered in selecting consultants.

For the professional services listed above involving an anticipated expenditure of more than \$100,000, user departments are encouraged to use a formal solicitation process in coordination with the Purchasing Department, but it is not mandatory.

**ARCHITECTS/ENGINEERS/SURVEYORS:** Procurement of architectural, engineering or surveying services is two-step process. The first step involves the initial selection of the most highly qualified provider of the services based on demonstrated competence and qualifications (and not considering price); and the second step involves negotiation of a fee with the selected provider at a fair and reasonable price. If a contract cannot be successfully negotiated with the most highly qualified provider of services, then the contract negotiations will be formally ended and negotiations with the second most qualified provider may be undertaken, and so forth. It is important to keep in mind that price may not be considered in the initial selection of an engineer, architect or surveyor.

**CONTRACT AMENDMENTS:** Contract amendments will be approved by the City Council if the contract was originally approved by the City Council and the amendment amount will take the total contract value above the Not-To-Exceed approved by City Council, or if amendment amount will take the total contract value above \$100,000.

**ALTERNATIVE PROJECT DELIVERY METHODS FOR CONSTRUCTION PROJECTS:** The alternatives to the basic competitive bidding model of construction procurement are best-value competitive bidding, competitive sealed proposals, design-build, construction management-agent, construction management at-risk, and job order contracting.

Alternative project delivery methods, as defined in the Local Government Code, Chapter 271, Subchapter H, may be used as applicable.

## 6. EXEMPT PURCHASING FUNCTIONS

State law provides few exemptions from competitive bidding requirements. The City encourages the use of making certain exempt purchases using an RFP procedure even though such a procedure may not be required under state law.

### a. Emergency Purchases:

Emergency purchases are those procurements necessary due to public calamity, to act at once to relieve the hardship of the citizens or to preserve the property of the City, to preserve or protect the public health or safety of the citizens, or when it is due to unforeseen damage to public property, machinery, or equipment.

- i. When emergency procurement of materials or services is required, the Department Head will consult with the Purchasing Department and obtain approval from the Assistant City Manager prior to any procurement action.
- ii. If an Assistant City Manager is not available, the Department Head will obtain only those materials or services absolutely critical to restore or re-establish essential City services. The Department Head must advise the Purchasing Department and the Assistant City Manager of these actions as soon as possible.
- iii. With approval from the City Manager or one of the City Manager's Designees, specific procurements (\$100,000 or more) may be outside the sealed bid process in the event of an emergency. The Purchasing Department must be notified of the emergency situation as soon as possible.
- iv. Staff will seek and obtain approval from the City Council for emergency procurements in excess of \$100,000 as soon as possible.
- v. In the event of a declared local state of disaster or public health emergency, as authorized by City of Schertz Charter and Ordinance No. 00-M-36, please refer to the disaster purchasing policies included in the City's Emergency Management Plan, Annex M – Resource Management.

### b. Sole Source Purchases:

State laws allow for a limited exemption from competitive bidding for the purchase of goods where the functional requirements of the City can be satisfied by only one source.

This applies to purchases where competition is precluded such as:

- i. The existence of patents, copyrights, secret processes or natural monopolies;
- ii. The purchase of films, manuscripts or books; purchases of gas, water, and other utility services; and
- iii. The purchase of captive replacement parts or components for equipment.

A product is eligible for sole source purchase only when there is a significant functional difference between the product and other similar products on the market, and when the item is available only from one vendor. The following are not sufficient justifications for a sole source purchase:

- i. A product is made by only one manufacturer, if products from other manufacturers are available that perform a similar function.
- ii. A particular name brand of product is preferred over other brands.
- iii. Only one local vendor offers a product, if other vendors who offer the product can meet the City's needs.

All requests for sole source purchase require a sole source justification form be completed and approved by the Purchasing Department prior to any procurement action.

**c. Cooperative Purchasing:**

The City may enter into cooperative buying agreements with other local government agencies in accordance with the State of Texas Interlocal Cooperation Act of 1971. Use of co-ops should be coordinated through the Purchasing Department. When co-ops are used, bids are not required. However, employees are expected to use due diligence to ensure best value for the City. cursory checks should be completed to ensure that cooperative pricing is competitive and in line with market value. An approved purchase order referencing the Group Purchasing Cooperative Contract and Contract Number is required before any purchase can be finalized.

**d. Exempt Purchases:**

Local Government Code Chapter 252.022 expressly exempts certain purchases from competitive procurement requirements. Purchases made under this exemption do not require formal consent of the City Council. The following are considered exempt:

- (1) a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
- (4) a procurement for personal, professional, or planning services;
- (5) a procurement for work that is performed and paid for by the day as the work progresses;
- (6) a purchase of land or a right-of-way;
- (7) a procurement of items that are available from only one source
- (8) a purchase of rare books, papers, and other library materials for a public library;
- (9) paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;
- (10) a public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;
- (11) a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212;
- (12) personal property sold:
  - (A) at an auction by a state licensed auctioneer;
  - (B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;
  - (C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or
  - (D) under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391;

(13) services performed by blind or severely disabled persons;

(14) goods purchased by a municipality for subsequent retail sale by the municipality;

(15) electricity; or

(16) advertising, other than legal notices.

## **7. EQUIPMENT AND VEHICLE PURCHASES**

- a. All equipment and vehicle purchases will be coordinated through the Fleet Department. Once the Fleet Department has approved the specifications, the Purchasing Department will coordinate the bidding process and issue the Purchase Order.
- b. Vehicle purchase and outfitting must be processed through Fleet and the Purchasing Department to ensure proper operation, registration, vehicle markings, and insurance requirements are met. This applies to all vehicles regardless of which Department or funding source made the purchase.
- c. All vehicles shall be delivered to the Fleet Department. Fleet will not release the vehicle until all requirements are met. Once the vehicle passes inspection Fleet will notify the owning department for payment processing. The owning department will then process the payment against the invoice and submit it to the Finance Department.

## **8. PETTY CASH PURCHASES:**

- a. Petty cash may be used for emergency acquisition of supplies and/or services when the vendor will not accept a purchase order or procurement card. It is also used for attendance at luncheons, meetings, etc., where “cash only” is the normal method of payment.
- b. No item purchased with petty cash funds may exceed \$100.
- c. All petty cash purchases must be supported with a receipt and written justification for the purchase.
- d. Individuals authorized to maintain petty cash accounts can get their accounts replenished by submitting a Purchase Order and attaching all relevant receipts as back-up to the Finance Department.

**9. SPECIAL PROCEDURES FOR PUBLIC SAFETY SPECIFIC ITEMS:**

- a. Any items that require special licensing to order, including but not limited to such items as medical supplies, medicines, firearms and ammunition, chemicals, etc., will be ordered by an authorized individual in the department.
- b. The person who holds a valid license to make such purchases must still coordinate with the Purchasing Department to ensure the best source of procurement.
- c. After the Purchasing Department has determined the best source of procurement, the license holder will prepare the appropriate purchase order, in accordance with this policy.

**10. INSURANCE REQUIREMENTS:**

The City may require certain insurance coverage to be provided by contractors, vendors and consultants. In general, if a service is being provided on City property, proof of insurance is required. Specific insurance requirements are incorporated into bid documents and specifications for each bid, proposal, or “request for purchase.” Insurance requirements are reviewed periodically to determine the appropriateness of coverage and values.

**11. FIXED ASSETS**

The City is responsible for keeping records of all of its fixed assets. All new assets which have an original cost of \$5,000 or more and an estimated life span of greater than one (1) year are fixed assets and will be added to the fixed assets records. All duties and responsibilities related to fixed assets inventory records are supervised by the Purchasing Department. Cooperation from department directors and division managers throughout the City is necessary if the system is to work; however, this effort is centrally organized, monitored, and reported by the Purchasing Department staff. Departments should submit a copy of the Purchase Order for a Fixed Asset to the Purchasing Department.

**12. SURPLUS**

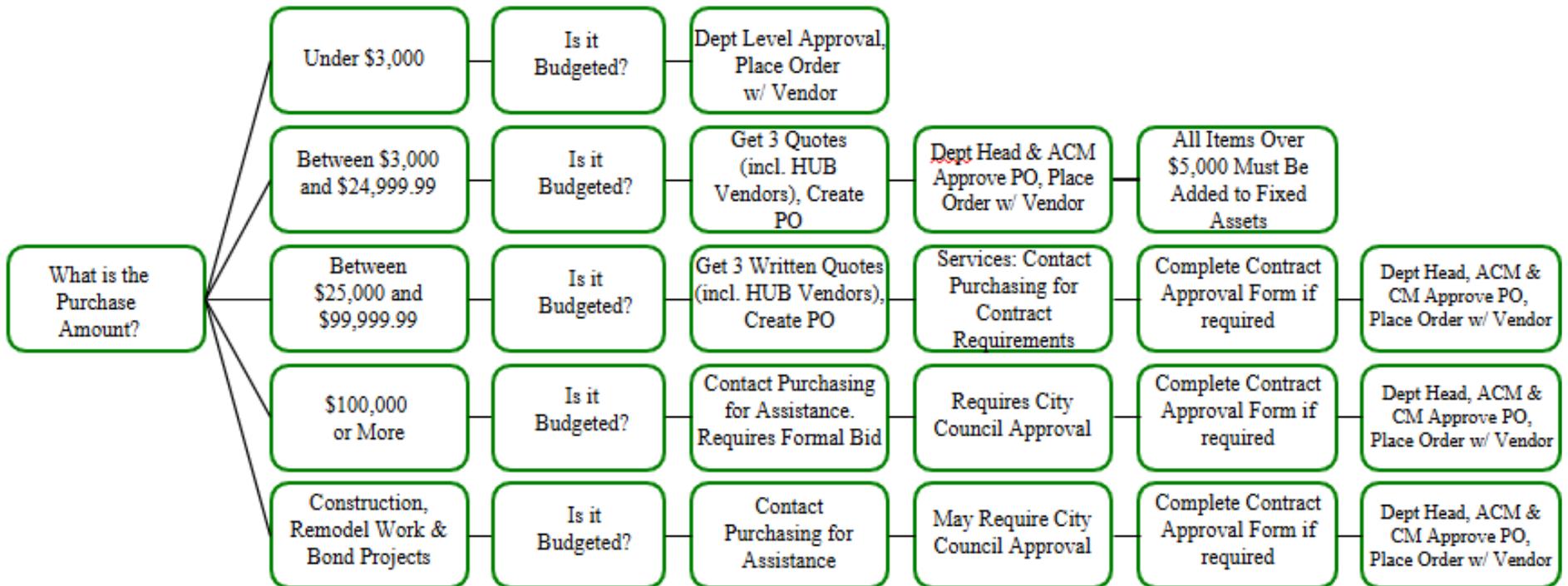
Individual Departments must contact the Purchasing Department for assistance with asset disposal. Surplus items will only be accepted with the proper forms and with advance notice and approval by the Purchasing Department. The Purchasing Department will determine if an item is surplus or salvage property.

**13. CONSIDERATION OF LOCATION OF BIDDER’S PRINCIPAL PLACE OF BUSINESS**

For purchases of \$100,000 and over, where competitive sealed bids are used, a bid received from a bidder whose principal place of business is located within the City limits may be approved if the bid is within 3% of the lowest bid price received from a bidder outside the City limits, provided that said bid meets all qualifications and specifications and provides the best value to the City.

ATTACHMENT A

Purchasing Decision Tree



## ATTACHMENT B

# Sourcing Strategy

Identifying a need properly is important; however, determining how best to meet that need is of equal importance. Needs can be met by a multitude of sources.

These basic classifications are:

- Insourcing: process of completing a business function in-house.
- Outsourcing: process of contracting out a business function to an external entity.
- Multi-sourcing: a strategy that distributes a function such as IT or Finance, as a portfolio of activities, some of which are performed internally and some of which are external.

In order to determine if a service should be insourced, outsourced, or multi-sourced, the following criteria should be considered:

- Efficiency of cost vs value;
- Effectiveness in meeting the need;
- Expertise needed to solve the problem;
- Workload timing of insourced staff availability;
- Workload volume of insourced staff to continue to provide service;
- Scalability of the solution to adjust to demand; and
- Mandated compliance requirements.

### **A Case for Insourcing:**

There are several sources of solutions for needs that are not currently met by the City. Some may be derived internally. For a short-term need such as a storm damage cleanup of fallen trees, this can be accomplished by one of two means, temporary reassignment of staff or increase in the hours worked. Both have costs to the City; however, the short-term nature of the need does not require an extended cost commitment on departments if personnel and equipment resources are available. Long-term needs, however, may require a different approach.

### **A Case for Outsourcing:**

For example, instead of storm damage cleanup of trees, City properties may have suffered a blight such as oak wilt. The mitigation would require extended specialized and technical capability to handle such a situation. In this case, the time committed to such a project might stretch in-house resources beyond the ability to effectively combat the issue. The City may hire additional staff to confront the issue however, after the issue is resolved, additional staff would require a long-term commitment of financial and administrative resources. This need could effectively be outsourced to a firm with the specialized technical skills and equipment to quickly and professional mitigate the issue. After the project is complete, the expenditure commitment is ended.

Contact the Purchasing Department for assistance with sourcing.

**ATTACHMENT C**

## Standard 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: 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 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.**

ATTACHMENT D

## Federal Procurement Standards

### 2 CFR Part 200, Subpart D, §§ 200.218–200.237, and Appendix II

#### Section V: Federal Procurement Standards (2 CFR Part 200, Subpart D)

When using Federal funds, the City of Schertz must adhere to the procurement standards as outlined in 2 CFR Part 200, Subpart D, and Appendix II. These standards apply to all procurement transactions for property or services under a Federal award or sub-award. The City's procurement procedures must be consistent with these federal standards, as well as all applicable State and local laws and regulations.

The following is a restatement of the federal requirements from 2 CFR Part 200, Subpart D, §§ 200.218–200.237, and Appendix II.

#### § 200.218 General procurement standards

(a) The City of Schertz must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The City's documented procurement procedures must conform to the procurement standards identified in §§ 200.218 through 200.237.

(b) The City must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c) The City must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

(d) The City's procedures must avoid the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach.

(e) When appropriate for the procurement or use of common or shared goods and services, the City is encouraged to enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements may foster greater

economy and efficiency. Documented procurement actions of this type will meet the competition requirements of this part.

(f) The City is encouraged to use excess and surplus Federal property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The City is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost.

(h) The City must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. The City must consider contractor integrity, public policy compliance, past performance record, and financial and technical resources when conducting a procurement transaction.

(i) The City must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j) The City may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Further, the City must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The City alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the City unless the matter is primarily a Federal concern.

## **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

All contracts made by the City of Schertz under a Federal award must contain provisions covering the following, as applicable.

1. **Remedies.** All contracts for more than the simplified acquisition threshold must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. **Termination for cause and for convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the City, including the manner by which it will be effected and the basis for settlement.

3. **Equal Employment Opportunity.** All contracts must contain a provision for Equal Employment Opportunity, as described in Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the City must include a provision for compliance with the Davis-Bacon Act.
5. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act.
6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** Contracts and subawards of amounts in excess of \$150,000 must contain a provision that requires the City to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.
8. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."
9. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award of \$100,000 or more must file the required certification.

**Procurement of Recovered Materials.** The City must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

Redline

# THE CITY OF SCHERTZ, TEXAS

## PURCHASING POLICY

# SCHERTZ

PURCHASING DEPARTMENT

PROCUREMENT • RISK • SAFETY • ASSETS

1400 SCHERTZ PARKWAY  
SCHERTZ, TEXAS 78154

*Effective 1 September 2025*

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## **1. INTRODUCTION**

The purpose of this policy is to establish and describe the basic procurement philosophy and processes under which the City of Schertz (“the City”) operates. This established procurement framework provides for the planned and consistent approach of cost-effectively obtaining the necessary goods and services required to operate City departments in order to maintain service at appropriate levels. Additionally, the policy outlines the consistent and ethical processes and procedures that will demonstrate the City’s commitment to procuring goods and services in a fair, transparent, effective and legally compliant manner. The processes used to procure goods and services should always provide the best value (price and quality) for the City, while providing an open and fair process for vendors.

This policy will apply to all procurements funded by the City of Schertz, bond funds, and other funds unless specifically exempted by applicable law or by City policy. The exceptions are limited to items listed in Section 7, as well as certain professional services, real property, and leases that, because of their nature, are not conducive to normal purchasing routine. These procurements shall be made under the direction of the City Manager or designee.

This policy is effective immediately upon issuance and supersedes all previous purchasing policy instructions or directives.

## **2. ROLE OF THE PURCHASING DEPARTMENT**

The Purchasing Department is charged with the overall responsibility for issuing solicitations and negotiating with sources on matters relating to price, delivery, vendor selection and execution of contracts in accordance with the City Policy, State of Texas Statutes, and applicable Federal government requirements. The Purchasing Department will provide the initial contact point for directors, managers, staff, suppliers, consultants, and the public interested in information on the City’s activities. It will oversee and supervise the issuance, receipt, and opening of all offers and proposals that are submitted relative to the purchase of equipment, materials, supplies, and surplus disposal. The Purchasing Department shall maintain purchase history information files, as well as documentation of all transactions. The Purchasing Department will participate in negotiations, where appropriate, with user departments, project managers, consultants or contractors relative to specifications and contractual responsibilities. This will facilitate the thorough understanding and preparation of specifications or contract terms and conditions. The Purchasing Department will participate with user departments in establishing clear, concise, nonrestrictive specifications and instructions to be utilized in procurement. City consultants and/or project managers, when conducting the “request for quote” or bid processes, shall coordinate with the Purchasing Department for all approvals to bid, advertisements and bid opening dates, as well as resulting purchase orders or contracts. The Purchasing Department shall promote and maintain good vendor, inter-departmental and community relationships.

### 3. PROCUREMENT STANDARDS

#### a. Ethics:

The City shall maintain the best possible relationship with all vendors. The goodwill of sources and the reputation of the City will be promoted by:

- i. Keeping competition fair and open.
- ii. Maintaining consistent procurement policies and principles.
- iii. Observing strict truthfulness in all transactions and correspondence.
- iv. Respecting the confidence of sales personnel and their companies as to confidential or proprietary information, as well as being scrupulous about maintaining the highest level of business ethics when dealing with sources and City departments.

#### b. Conflicts of Interest:

- i. Affiliates (e.g., business concerns, organizations or individuals) and employees of the City are prohibited from submitting offers for or participating in any contract for City purchases from which they would financially benefit, directly or indirectly. No affiliate or employee of the City shall seek to influence in any manner the award of a contract or purchase of a product or service from any vendor. Affiliates and employees must immediately disclose to the City of any silent partnership, proprietorship, employment, relationship or other involvement in a prospective contract or procurement.
- ii. Acceptance of gifts by employees from sources or potential sources at any time is strictly prohibited, except for that which would be defined as *de minimus* by the Internal Revenue Service (IRS). Employees must not accept any gifts that create an obligation to any source and shall not conclude any transaction from which they benefit, directly or indirectly. City employees are not to participate in any type of extravagant entertainment with a supplier, customer, consultant, or contractor. These restrictions do not include entertainment such as business meals, company sponsored dinners, etc., which are customary and proper under the circumstances, as long as they are consistent with good business ethics and do not place the recipient under an obligation of any kind.

Employees may not solicit or accept gratuities such as any type of compensation, contribution, emolument, offer of employment, loan, reward, rebate, gift, money, lodging, service, or “other thing of value,” except as specifically outlined in this section.

- iii. Employees who do not comply with this policy may be subject to disciplinary action in accordance with the City’s Discipline policy.

**c. Purchasing Department Personnel:**

When potential conflict with an existing procurement regulation is suspected, or legal assistance is advisable, it is the responsibility of the Purchasing Department to notify the Department, Project Manager, Assistant City Manager, and/or City Manager.

**d. City Employees:**

All City employees are required to file a City of Schertz Conflict of Interest Form with the Purchasing Department if any family member is conducting, will conduct, or plans to conduct business with the City of Schertz. The form will be filled out annually (once a year) and filed with the Purchasing Department no later than October 1 of each year in which the family member begins discussions, correspondence, negotiations, submits an application or responds to a bid or proposal.

**e. Contractors:**

A person or business, and their agents, who contract with the City or who seek to contract with the City are required by Texas Local Government Code, Chapter 176, to file a conflicts disclosure questionnaire (Form CIQ) created by the Texas Ethics Commission which is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). The form must be filed with the City no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to a potential agreement with the city. Such person and businesses, and their agents, must also file an updated questionnaire not later than September 1 of each year in which the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to a potential agreement with the City and within seven (7) days after the date of an event that would make a filed questionnaire incomplete or inaccurate. An updated, complete questionnaire is not required if the person or business filed a questionnaire or updated questionnaire after June 1 but before September 1.

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

**f. Elected and Appointed Officials:**

Elected and appointed officials are required to file with the Purchasing Department the state-mandated Conflicts Disclosure Statement as enumerated below:

- i. Officers of the City and its boards and commissions (including the Economic Development Corporation) must file a "conflicts disclosure statement" (Form CIS) with the Purchasing Department within seven days of becoming aware of:

1. The officer or a family member of the officer has an employment or business relationship that results in taxable income with a person who has executed a contract with the City or with whom the City is considering doing business; or
2. The officer or a family member of the officer has accepted one or more gifts (other than food, lodging, transportation, or entertainment) with an aggregate value of \$250 in the preceding 12 months from a person who has executed a contract with the City or who is being considered for business with the City.
3. A family member is defined as a person related to another person within the first degree by consanguinity (blood) or affinity (marriage) which includes a spouse, father, mother, son, daughter, father-in-law, mother-in-law, etc.
4. The conflicts disclosure statement (Form CIS) has been created by the Texas Ethics Commission and is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Failure to disclose information is a Class C misdemeanor punishable by a fine not to exceed \$500.

**g. Federal Procurement Standards**

When using Federal funds, the City of Schertz will adhere to the procurement standards as outlined in 2 CFR Part 200, Subpart D, and Appendix II. These standards apply to all procurement transactions for property or services under a Federal award or sub-award. The City's procurement procedures must be consistent with these federal standards, as well as all applicable State and local laws and regulations.

See Attachment D for full text of federal requirements from 2 CFR Part 200, Subpart D, §§ 200.218–200.237, and Appendix II.

**4. PROCUREMENT AUTHORITY**

The City Manager or one of the City Manager's Designees has authority to approve procurements in the amount of ~~\$49,999.99-99,999.99~~ or less provided these expenditures are part of the City's budget and do not require a budget transfer.

Contracts for the purchase of goods and services involving an expenditure of ~~\$50,000-100,000~~ or greater require the approval of the City Council, whether or not the purchase has been obtained through a competitive bidding or RFP procedure. Council will approve all contract awards or reject all bids, if a contract is not awarded following a formal solicitation.

## 5. PURCHASING THRESHOLDS

### a. Purchases Less Than \$3,000

Department head or designee may exercise discretion regarding the procurement of goods or services less than \$3,000. Competitive quotations, formal bidding or a bid tabulation sheet are not required, but competition is recommended. If a physical signature is required on an agreement for less than \$3,000, the City Manager has designated signature authority to the Department Head, but only AFTER the agreement has been reviewed by the Purchasing Department.

### b. Purchases Greater Than \$3,000 But Less Than \$25,000

User departments are responsible for obtaining a minimum of three informal telephone, email, fax or online quotes for goods or services when the total estimated cost is within the \$3,000 to \$24,999.99 range with exceptions as authorized by this policy. The quotes must be documented on a bid tabulation sheet and filed with purchase order documentation.

Procurement of services in an amount less than \$25,000 but greater than \$3,000 will generally be accomplished with a Purchase Order (PO).

For all purchases greater than \$3,000 but less than \$25,000, staff must obtain quotes from at least two (2) Historically Underutilized Businesses (HUB) located in Guadalupe County on a rotating basis. If a HUB cannot be identified, the City is exempt from this requirement.

If a physical signature is required on an agreement for more than \$3,000 but less than \$25,000, the City Manager has designated signature authority to the Executive Team, but only AFTER the agreement has been reviewed by the Purchasing Department.

### c. Purchases Greater Than \$24,999.99 But Less Than ~~\$50,000~~100,000

User departments are responsible for obtaining a minimum of three informal written quotes for goods or services when the total estimated cost is within the \$25,000 to ~~\$49,999.99~~ 99,999.99 range with exceptions as authorized by this policy. The quotes must be documented on a bid tabulation sheet and filed with purchase order documentation.

Procurement of services in an amount greater than \$25,000 will require a written contract prepared by the Purchasing Department, in addition to a PO.

For all purchases greater than \$24,999.99 but less than ~~\$50,000~~ 100,000, staff must obtain quotes from at least two (2) Historically Underutilized Businesses (HUB) located in Guadalupe County on a rotating basis. If a HUB cannot be identified, the City is exempt from this requirement.

The City Manager will sign all agreements with a contract value of more than \$25,000 once the agreement has been reviewed by the Purchasing Department.

**d. Purchases Greater Than \$100,000**

The Texas Local Government Code requires either competitive bidding or competitive Requests for Proposals ("RFP") for City purchases exceeding ~~\$50,000.00~~ 100,000 with few exceptions. City employees are prohibited from making "separate, sequential, or component purchases to avoid the competitive bidding requirements". **A violation of these prohibitions is a Class B misdemeanor (\$1,000 fine and/or 180 days in jail), and conviction resulting in immediate removal from office or employment and ineligibility for other public office or employment for four (4) years after the date of conviction.**

Departments shall consult with the Purchasing Department on the proper procurement process to obtain goods and services greater than ~~\$50,000~~ 100,000.

Detailed specifications and statements of work (SOW) will be developed by the Department, in consultation with the Purchasing Department. The Purchasing Department will coordinate all formal solicitations, in accordance with State of Texas and local statutes. Component orders or contracts, each less than ~~\$50,000~~ 100,000, but which in the aggregate exceed that amount, and which reasonably should be included in the one order or contract shall not be used to avoid the prohibition of Statutes.

All Purchases ~~\$50,000~~ 100,000 or greater require approval by City Council and the Purchasing Office prior to processing. The approved resolution number should be included in the Purchase Order notes.

**HIGH TECHNOLOGY PURCHASES:** "High technology item" means a service, equipment, or good of a highly technical nature, including:

- a. data processing equipment and software and firmware used in conjunction with data processing equipment;
- b. telecommunications, radio, and microwave systems;
- c. electronic distributed control systems, including building energy management systems; and
- d. technical services related to those items.

High technology purchases will be accomplished using a RFP process where the anticipated expense is in excess of ~~\$50,000.00~~ 100,000. The Texas Local Government Code requires that the relative importance of price and other evaluation factors be specified in the RFP. All RFP's will be prepared in cooperation with the User Department, Information Technology and the Purchasing Department.

**PROFESSIONAL SERVICES:** "Professional Services" are those services which involve mental or intellectual skills, usually accompanied by formal certification or licensing by a state agency, such as accounting, architecture, land surveying, engineering, medicine, real estate appraisal services. Section 2254 of the Government Code prohibits the purchase of professional services using competitive bidding requirements. User departments will select professional service consultants on the basis of demonstrated competence and qualifications and will negotiate fees on the basis of what is fair and reasonable for the type of services, rather than on a "low bid" basis. Except for architect, engineer and surveyor services as discussed below, both price and qualifications can be considered in selecting consultants.

For the professional services listed above involving an anticipated expenditure of more than ~~\$50,000~~100,000, user departments are encouraged to use a formal solicitation process in coordination with the Purchasing Department, but it is not mandatory.

**ARCHITECTS/ENGINEERS/SURVEYORS:** Procurement of architectural, engineering or surveying services is two-step process. The first step involves the initial selection of the most highly qualified provider of the services based on demonstrated competence and qualifications (and not considering price); and the second step involves negotiation of a fee with the selected provider at a fair and reasonable price. If a contract cannot be successfully negotiated with the most highly qualified provider of services, then the contract negotiations will be formally ended and negotiations with the second most qualified provider may be undertaken, and so forth. It is important to keep in mind that price may not be considered in the initial selection of an engineer, architect or surveyor.

**CONTRACT AMENDMENTS:** ~~All~~eContract amendments will be approved by the City Council if the contract was originally approved by the City Council and, the amendment amount will take the total contract value above the Not-To-Exceed approved by City Council, or if amendment amount will take the total contract value above ~~\$50,000~~100,000.

**ALTERNATIVE PROJECT DELIVERY METHODS FOR CONSTRUCTION PROJECTS:** The alternatives to the basic competitive bidding model of construction procurement are best-value competitive bidding, competitive sealed proposals, design-build, construction management-agent, construction management at-risk, and job order contracting.

Alternative project delivery methods, as defined in the Local Government Code, Chapter 271, Subchapter H, may be used as applicable.

## 6. EXEMPT PURCHASING FUNCTIONS

State law provides few exemptions from competitive bidding requirements. The City encourages the use of making certain exempt purchases using an RFP procedure even though such a procedure may not be required under state law.

### a. Emergency Purchases:

Emergency purchases are those procurements necessary due to public calamity, to act at once to relieve the hardship of the citizens or to preserve the property of the City, to preserve or protect the public health or safety of the citizens, or when it is due to unforeseen damage to public property, machinery, or equipment.

- i. When emergency procurement of materials or services is required, the Department Head will consult with the Purchasing Department and obtain approval from the Assistant City Manager prior to any procurement action.
- ii. If an Assistant City Manager is not available, the Department Head will obtain only those materials or services absolutely critical to restore or re-establish essential City services. The Department Head must advise the Purchasing Department and the Assistant City Manager of these actions as soon as possible.
- iii. With approval from the City Manager or one of the City Manager's Designees, specific procurements (~~\$50,000-100,000~~ or more) may be outside the sealed bid process in the event of an emergency. The Purchasing Department must be notified of the emergency situation as soon as possible.
- iv. Staff will seek and obtain approval from the City Council for emergency procurements in excess of ~~\$50,000-100,000~~ as soon as possible.
- v. In the event of a declared local state of disaster or public health emergency, as authorized by City of Schertz Charter and Ordinance No. 00-M-36, please refer to the disaster purchasing policies included in the City's Emergency Management Plan, Annex M – Resource Management.

### b. Sole Source Purchases:

State laws allow for a limited exemption from competitive bidding for the purchase of goods where the functional requirements of the City can be satisfied by only one source.

This applies to purchases where competition is precluded such as:

- i. The existence of patents, copyrights, secret processes or natural monopolies;
- ii. The purchase of films, manuscripts or books; purchases of gas, water, and other utility services; and
- iii. The purchase of captive replacement parts or components for equipment.

A product is eligible for sole source purchase only when there is a significant functional difference between the product and other similar products on the market, and when the item is available only from one vendor. The following are not sufficient justifications for a sole source purchase:

- i. A product is made by only one manufacturer, if products from other manufacturers are available that perform a similar function.
- ii. A particular name brand of product is preferred over other brands.
- iii. Only one local vendor offers a product, if other vendors who offer the product can meet the City's needs.

All requests for sole source purchase require a sole source justification form be completed and approved by the Purchasing Department prior to any procurement action.

**c. Cooperative Purchasing:**

The City may enter into cooperative buying agreements with other local government agencies in accordance with the State of Texas Interlocal Cooperation Act of 1971. Use of co-ops should be coordinated through the Purchasing Department. When co-ops are used, bids are not required. However, employees are expected to use due diligence to ensure best value for the City. cursory checks should be completed to ensure that cooperative pricing is competitive and in line with market value. An approved purchase order referencing the Group Purchasing Cooperative Contract and Contract Number is required before any purchase can be finalized.

**d. Exempt Purchases:**

Local Government Code Chapter 252.022 expressly exempts certain purchases from competitive procurement requirements. Purchases made under this exemption do not require formal consent of the City Council. The following are considered exempt:

- (1) a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
- (4) a procurement for personal, professional, or planning services;
- (5) a procurement for work that is performed and paid for by the day as the work progresses;
- (6) a purchase of land or a right-of-way;
- (7) a procurement of items that are available from only one source
- (8) a purchase of rare books, papers, and other library materials for a public library;
- (9) paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;
- (10) a public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;
- (11) a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212;
- (12) personal property sold:
  - (A) at an auction by a state licensed auctioneer;
  - (B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;
  - (C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or
  - (D) under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391;

(13) services performed by blind or severely disabled persons;

(14) goods purchased by a municipality for subsequent retail sale by the municipality;

(15) electricity; or

(16) advertising, other than legal notices.

## 7. EQUIPMENT AND VEHICLE PURCHASES

- a. All equipment and vehicle purchases will be coordinated through the Fleet Department. Once the Fleet Department has approved the specifications, the Purchasing Department will coordinate the bidding process and issue the Purchase Order.
- b. Vehicle purchase and outfitting must be processed through Fleet and the Purchasing Department to ensure proper operation, registration, vehicle markings, and insurance requirements are met. This applies to all vehicles regardless of which Department or funding source made the purchase.
- c. All vehicles shall be delivered to the Fleet Department. Fleet will not release the vehicle until all requirements are met. Once the vehicle passes inspection Fleet will notify the owning department for payment processing. The owning department will then process the payment against the invoice and submit it to the Finance Department.

## 8. PETTY CASH PURCHASES:

- a. Petty cash may be used for emergency acquisition of supplies and/or services when the vendor will not accept a purchase order or procurement card. It is also used for attendance at luncheons, meetings, etc., where “cash only” is the normal method of payment.
- b. No item purchased with petty cash funds may exceed \$100.
- c. All petty cash purchases must be supported with a receipt and written justification for the purchase.
- d. Individuals authorized to maintain petty cash accounts can get their accounts replenished by submitting a Purchase Order and attaching all relevant receipts as back-up to the Finance Department.

**9. SPECIAL PROCEDURES FOR PUBLIC SAFETY SPECIFIC ITEMS:**

- a. Any items that require special licensing to order, including but not limited to such items as medical supplies, medicines, firearms and ammunition, chemicals, etc., will be ordered by an authorized individual in the department.
- b. The person who holds a valid license to make such purchases must still coordinate with the Purchasing Department to ensure the best source of procurement.
- c. After the Purchasing Department has determined the best source of procurement, the license holder will prepare the appropriate purchase order, in accordance with this policy.

**10. INSURANCE REQUIREMENTS:**

The City may require certain insurance coverage to be provided by contractors, vendors and consultants. In general, if a service is being provided on City property, proof of insurance is required. Specific insurance requirements are incorporated into bid documents and specifications for each bid, proposal, or “request for purchase.” Insurance requirements are reviewed periodically to determine the appropriateness of coverage and values.

**11. FIXED ASSETS**

The City is responsible for keeping records of all of its fixed assets. All new assets which have an original cost of \$5,000 or more and an estimated life span of greater than one (1) year are fixed assets and will be added to the fixed assets records. All duties and responsibilities related to fixed assets inventory records are supervised by the Purchasing Department. Cooperation from department directors and division managers throughout the City is necessary if the system is to work; however, this effort is centrally organized, monitored, and reported by the Purchasing Department staff. Departments should submit a copy of the Purchase Order for a Fixed Asset to the Purchasing Department.

**12. SURPLUS**

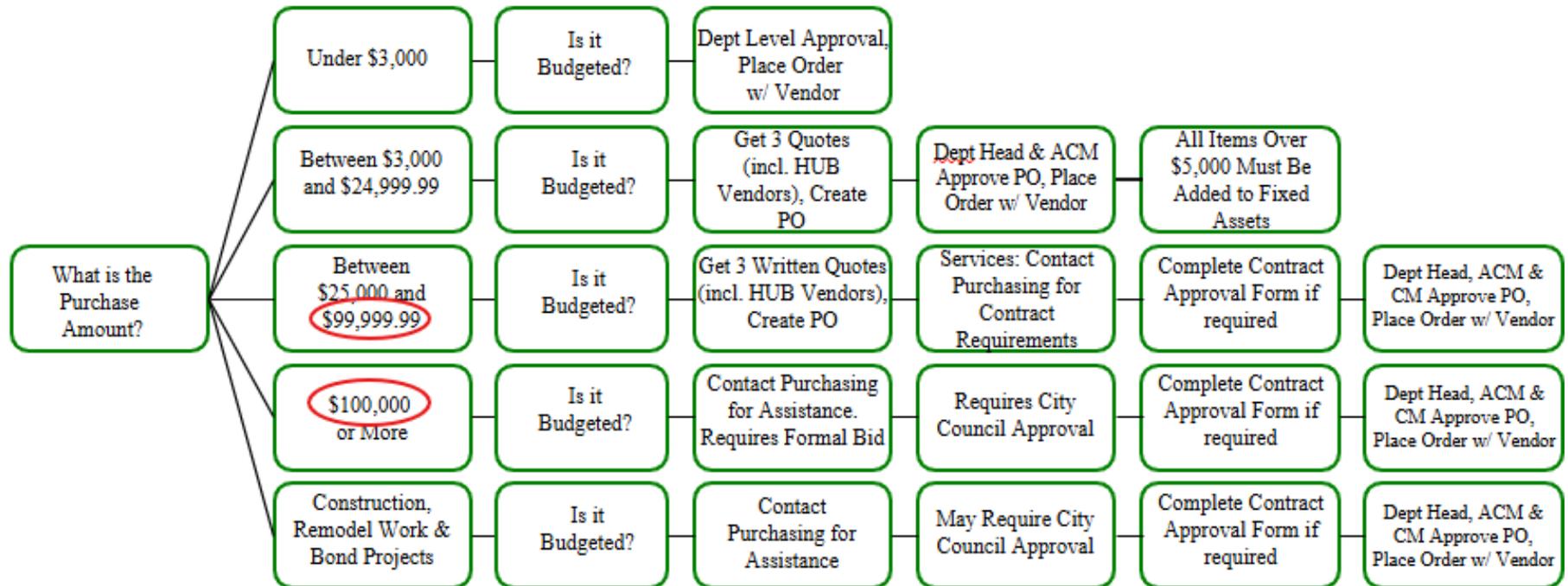
Individual Departments must contact the Purchasing Department for assistance with asset disposal. Surplus items will only be accepted with the proper forms and with advance notice and approval by the Purchasing Department. The Purchasing Department will determine if an item is surplus or salvage property.

**13. CONSIDERATION OF LOCATION OF BIDDER’S PRINCIPAL PLACE OF BUSINESS**

For purchases of ~~\$50,000~~ \$100,000 and over, where competitive sealed bids are used, a bid received from a bidder whose principal place of business is located within the City limits may be approved if the bid is within 3% of the lowest bid price received from a bidder outside the City limits, provided that said bid meets all qualifications and specifications and provides the best value to the City.

ATTACHMENT A

Purchasing Decision Tree



**ATTACHMENT B**

**Sourcing Strategy**

Identifying a need properly is important; however, determining how best to meet that need is of equal importance. Needs can be met by a multitude of sources.

These basic classifications are:

- Insourcing: process of completing a business function in-house.
- Outsourcing: process of contracting out a business function to an external entity.
- Multi-sourcing: a strategy that distributes a function such as IT or Finance, as a portfolio of activities, some of which are performed internally and some of which are external.

In order to determine if a service should be insourced, outsourced, or multi-sourced, the following criteria should be considered:

- Efficiency of cost vs value;
- Effectiveness in meeting the need;
- Expertise needed to solve the problem;
- Workload timing of insourced staff availability;
- Workload volume of insourced staff to continue to provide service;
- Scalability of the solution to adjust to demand; and
- Mandated compliance requirements.

**A Case for Insourcing:**

There are several sources of solutions for needs that are not currently met by the City. Some may be derived internally. For a short-term need such as a storm damage cleanup of fallen trees, this can be accomplished by one of two means, temporary reassignment of staff or increase in the hours worked. Both have costs to the City; however, the short-term nature of the need does not require an extended cost commitment on departments if personnel and equipment resources are available. Long-term needs, however, may require a different approach.

**A Case for Outsourcing:**

For example, instead of storm damage cleanup of trees, City properties may have suffered a blight such as oak wilt. The mitigation would require extended specialized and technical capability to handle such a situation. In this case, the time committed to such a project might stretch in-house resources beyond the ability to effectively combat the issue. The City may hire additional staff to confront the issue however, after the issue is resolved, additional staff would require a long-term commitment of financial and administrative resources. This need could effectively be outsourced to a firm with the specialized technical skills and equipment to quickly and professional mitigate the issue. After the project is complete, the expenditure commitment is ended.

Contact the Purchasing Department for assistance with sourcing.

**ATTACHMENT C**

## Standard 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: 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 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.**

ATTACHMENT D

**Federal Procurement Standards**

**2 CFR Part 200, Subpart D, §§ 200.218–200.237, and Appendix II**

**Section V: Federal Procurement Standards (2 CFR Part 200, Subpart D)**

When using Federal funds, the City of Schertz must adhere to the procurement standards as outlined in 2 CFR Part 200, Subpart D, and Appendix II. These standards apply to all procurement transactions for property or services under a Federal award or sub-award. The City's procurement procedures must be consistent with these federal standards, as well as all applicable State and local laws and regulations.

The following is a restatement of the federal requirements from 2 CFR Part 200, Subpart D, §§ 200.218–200.237, and Appendix II.

**§ 200.218 General procurement standards**

(a) The City of Schertz must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The City's documented procurement procedures must conform to the procurement standards identified in §§ 200.218 through 200.237.

(b) The City must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c) The City must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

(d) The City's procedures must avoid the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach.

(e) When appropriate for the procurement or use of common or shared goods and services, the City is encouraged to enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements may foster greater

economy and efficiency. Documented procurement actions of this type will meet the competition requirements of this part.

(f) The City is encouraged to use excess and surplus Federal property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The City is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost.

(h) The City must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. The City must consider contractor integrity, public policy compliance, past performance record, and financial and technical resources when conducting a procurement transaction.

(i) The City must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j) The City may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Further, the City must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The City alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the City unless the matter is primarily a Federal concern.

#### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

All contracts made by the City of Schertz under a Federal award must contain provisions covering the following, as applicable.

1. **Remedies.** All contracts for more than the simplified acquisition threshold must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. **Termination for cause and for convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the City, including the manner by which it will be effected and the basis for settlement.

3. **Equal Employment Opportunity.** All contracts must contain a provision for Equal Employment Opportunity, as described in Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the City must include a provision for compliance with the Davis-Bacon Act.
5. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act.
6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** Contracts and subawards of amounts in excess of \$150,000 must contain a provision that requires the City to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.
8. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."
9. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award of \$100,000 or more must file the required certification.

**Procurement of Recovered Materials.** The City must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.



City of Schertz, TX

# Check Report

By Check Number

Date Range: 07/01/2025 - 07/31/2025

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: NAP-Schertz Bank Pooled Cash</b>						
019853	MCCi, LLC	07/03/2025	EFT	0.00	33,443.47	100791
13949	Martinez Architects LP	07/09/2025	EFT	0.00	95,000.00	100807
016859	YMCA of Greater San Antonio	07/09/2025	EFT	0.00	53,963.00	100812
0110617	KIMLEY-HORN AND ASSOCIATES INC	07/17/2025	EFT	0.00	89,258.16	100837
019837	Motorola Solutions, Inc	07/17/2025	EFT	0.00	48,843.75	100838
019082	Citibank, N.A.	07/30/2025	EFT	0.00	51,747.21	100883
12638	Lockwood Andrews & Newnam Inc	07/31/2025	EFT	0.00	96,564.24	100894
0112098	SCHERTZ 1518 LTD	07/31/2025	EFT	0.00	36,153.94	100896
0110500	INNOVATIVE INTERFACES, INC.	07/03/2025	Regular	0.00	27,574.79	719267
0111269	Vector Solutions	07/03/2025	Regular	0.00	27,585.96	719292
0111875	On Duty Health - Texas, PLLC	07/09/2025	Regular	0.00	27,978.00	719379
019465	CVLGC	07/10/2025	Regular	0.00	100,000.00	719417
0111995	GVEC	07/10/2025	Regular	0.00	61,168.13	719425
011256	MALDONADO NURSERY & LANDSCAPING	07/10/2025	Regular	0.00	36,810.28	719434
0111632	WEX BANK	07/10/2025	Regular	0.00	44,378.12	719451
13150	KS StateBank	07/11/2025	Regular	0.00	99,792.00	719453
12806	Global Traffic Technologies, LLC	07/17/2025	Regular	0.00	33,794.66	719491
13099	Qro Mex Construction Co, Inc	07/17/2025	Regular	0.00	45,695.12	719499
0110468	Computer Solutions	07/23/2025	Regular	0.00	28,574.64	719614
011097	Schertz Seguin Local Government Corporation	07/23/2025	Regular	0.00	72,828.18	719661
12838	Thermo Scientific Portable Analytical Instrumen	07/23/2025	Regular	0.00	35,119.00	719676
12891	The Urban Foresters, LLC	07/30/2025	Regular	0.00	30,670.00	719774

**Bank Code NAP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	26	14	0.00	671,968.88
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	60	8	0.00	504,973.77
	<b>86</b>	<b>22</b>	<b>0.00</b>	<b>1,176,942.65</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	26	14	0.00	671,968.88
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	60	8	0.00	504,973.77
	<b>86</b>	<b>22</b>	<b>0.00</b>	<b>1,176,942.65</b>

### Fund Summary

Fund	Name	Period	Amount
999	OPERATING POOLED CASH	7/2025	1,176,942.65
			<b>1,176,942.65</b>

AN ACT

relating to the amount of an expenditure made by certain political subdivisions for which a competitive procurement method may be required.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 44.031(a), Education Code, is amended to read as follows:

(a) Except as provided by this subchapter, all school district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at \$100,000 [~~\$50,000~~] or more in the aggregate for each 12-month period shall be made by the method, of the following methods, that provides the best value for the district:

(1) competitive bidding for services other than construction services;

(2) competitive sealed proposals for services other than construction services;

(3) a request for proposals, for services other than construction services;

(4) an interlocal contract;

(5) a method provided by Chapter 2269, Government Code, for construction services;

(6) the reverse auction procedure as defined by Section 2155.062(d), Government Code; or

1 (7) the formation of a political subdivision  
2 corporation under Section 304.001, Local Government Code.

3 SECTION 2. Section 775.084(a), Health and Safety Code, is  
4 amended to read as follows:

5 (a) Except as provided by Subsection (i), the board must  
6 submit to competitive bids an expenditure of more than \$100,000  
7 [~~\$50,000~~] for:

8 (1) one item or service; or

9 (2) more than one of the same or a similar type of item  
10 or service in a fiscal year.

11 SECTION 3. Section 252.021(a), Local Government Code, is  
12 amended to read as follows:

13 (a) Before a municipality may enter into a contract that  
14 requires an expenditure of more than \$100,000 [~~\$50,000~~] from one or  
15 more municipal funds, the municipality must:

16 (1) comply with the procedure prescribed by this  
17 subchapter and Subchapter C for competitive sealed bidding or  
18 competitive sealed proposals;

19 (2) use the reverse auction procedure, as defined by  
20 Section 2155.062(d), Government Code, for purchasing; or

21 (3) comply with a method described by Chapter 2269,  
22 Government Code.

23 SECTION 4. Section 252.0215, Local Government Code, is  
24 amended to read as follows:

25 Sec. 252.0215. COMPETITIVE BIDDING IN RELATION TO  
26 HISTORICALLY UNDERUTILIZED BUSINESS. A municipality, in making an  
27 expenditure of more than \$3,000 but less than \$100,000 [~~\$50,000~~],

1 shall contact at least two historically underutilized businesses on  
2 a rotating basis, based on information provided by the comptroller  
3 pursuant to Chapter 2161, Government Code. If the list fails to  
4 identify a historically underutilized business in the county in  
5 which the municipality is situated, the municipality is exempt from  
6 this section.

7 SECTION 5. Section 262.003(a), Local Government Code, is  
8 amended to read as follows:

9 (a) Any law that requires a county to follow a competitive  
10 procurement procedure in making a purchase requiring the  
11 expenditure of \$100,000 [~~\$50,000~~] or less does not apply to the  
12 purchase of an item available for purchase from only one supplier.

13 SECTION 6. Section 262.023(a), Local Government Code, is  
14 amended to read as follows:

15 (a) Before a county may purchase one or more items under a  
16 contract that will require an expenditure exceeding \$100,000  
17 [~~\$50,000~~], the commissioners court of the county must:

18 (1) comply with the competitive bidding or competitive  
19 proposal procedures prescribed by this subchapter;

20 (2) use the reverse auction procedure, as defined by  
21 Section 2155.062(d), Government Code, for purchasing; or

22 (3) comply with a method described by Chapter 2269,  
23 Government Code.

24 SECTION 7. Section 271.024, Local Government Code, is  
25 amended to read as follows:

26 Sec. 271.024. COMPETITIVE PROCUREMENT PROCEDURE APPLICABLE  
27 TO CONTRACT. If a governmental entity is required by statute to

1 award a contract for the construction, repair, or renovation of a  
2 structure, road, highway, or other improvement or addition to real  
3 property on the basis of competitive bids, and if the contract  
4 requires the expenditure of more than \$100,000 [~~\$50,000~~] from the  
5 funds of the entity, the bidding on the contract must be  
6 accomplished in the manner provided by this subchapter.

7 SECTION 8. Section 271.054, Local Government Code, is  
8 amended to read as follows:

9 Sec. 271.054. COMPETITIVE PROCUREMENT REQUIREMENT. Before  
10 the governing body of an issuer may enter into a contract requiring  
11 an expenditure by or imposing an obligation or liability on the  
12 issuer, or on a subdivision of the issuer if the issuer is a county,  
13 of more than \$100,000 [~~\$50,000~~], the governing body must:

14 (1) submit the proposed contract to competitive  
15 procurement; or

16 (2) use an alternate method of project delivery  
17 authorized by Chapter 2269, Government Code.

18 SECTION 9. Sections 252.312(b) and (c), Transportation  
19 Code, are amended to read as follows:

20 (b) If the county road engineer so recommends and the  
21 commissioners court considers it to be in the best interest of the  
22 county, a purchase in an amount of \$100,000 [~~\$50,000~~] or less may be  
23 made through negotiation by the commissioners court or the court's  
24 authorized representative on requisition to be approved by the  
25 commissioners court or the county auditor without advertising for  
26 competitive bids.

27 (c) A purchase may not be divided or reduced to avoid the

1 competitive bidding requirement on a purchase that would otherwise  
2 cost more than \$100,000 [~~\$50,000~~].

3 SECTION 10. Section 451.110(c), Transportation Code, is  
4 amended to read as follows:

5 (c) Subsection (a) does not apply to a contract for:

- 6 (1) \$100,000 [~~\$50,000~~] or less;
- 7 (2) the purchase of real property;
- 8 (3) personal or professional services; or
- 9 (4) the acquisition of an existing transit system.

10 SECTION 11. The changes in law made by this Act apply only  
11 to a purchase made on or after the effective date of this Act. A  
12 purchase made before the effective date of this Act is governed by  
13 the law as it existed immediately before the effective date of this  
14 Act, and that law is continued in effect for that purpose.

15 SECTION 12. This Act takes effect September 1, 2025.

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

I hereby certify that S.B. No. 1173 passed the Senate on April 10, 2025, by the following vote: Yeas 29, Nays 1; and that the Senate concurred in House amendment on May 20, 2025, by the following vote: Yeas 29, Nays 2.

\_\_\_\_\_  
Secretary of the Senate

I hereby certify that S.B. No. 1173 passed the House, with amendment, on May 15, 2025, by the following vote: Yeas 103, Nays 38, two present not voting.

\_\_\_\_\_  
Chief Clerk of the House

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor