



**MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
September 16, 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 16, 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.
(Mayor Pro Tem Brown)**

Proclamations

National Finance and Accounting Appreciation Week-September 15-21, 2025 (Mayor Pro Tem Brown)

National I.T. Professionals Day-September 16, 2025 (Councilmember Watson)

Human Resources (H.R.) Professional Day-September 26, 2025 (Councilmember Macaluso)

"HumanifyAI" is the theme 2025

Fire Prevention Week October 5-11, 2025 (Councilmember Westbrook)

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 September 2, 2025 (S.Edmondson/S.Courney)
2. **Appointments, Re-appointments, and Resignations** - City of Schertz Boards, Commissions and Committees

Appointments

Parks

Jason Hernandez
Rodricus Harvey

Re-appointments

EDC

Eryn McElroy
Reynaldo Chavez

Parks

Robert Sheridan
Reginna Agee
Elizabeth Wiley

Building and Standards

Glen Outlaw
Andrew Buratowski

3. **Resolution 25-R-120** - Authorizing an Interlocal Agreement for EMS billing services with the City of Alamo Heights (S.Williams/J.Mabbitt)
4. **Resolution 25-R-117** - Authorizing expenditures with Medic Built, Frazer, and Tellus Equipment Solutions for the FY 25/26 Vehicle Replacement Program (B.James/D.Hardin/M.Chappell)
5. **Resolution 25-R-119** - Authorizing an Interlocal Agreement with the Schertz Housing Authority for Cooperative Purchasing Services (S.Gonzalez/J.Kurz/D.Ellenburg)
6. **Resolution 25-R-122** - Authorizing the EMS, Utility Billing, Schertz Magazine, and Library debt revenue adjustments (S.Gonzalez/J.Walters)
7. **Resolution 25-R-126** - Authorizing a Schertz Main Street Area Preservation Incentive Program Grant for 420 Curtiss (S.Williams/B.James)
8. **Resolution 25-R-135** - Authorizing an Interlocal Agreement with Guadalupe County for parking lot striping (S.Williams/B.James)
9. **Resolution 25-R-131** Reappointment of Brian Edgington to Board of Directors Place D-4 of Cibolo Local Government Corporation (Mayor/S.Edmondson)
10. **Resolution 25-R-130** - Appointment of Dan Swart to Cibolo Valley Local Government Corporation (Mayor/S.Edmondson)

Discussion and Action Items

11. **Ordinance 25-T-038** - Authorizing an amendment to the Fiscal Year 2024-2025 Budget (S.Gonzalez/J.Walters)

12. **Resolution 25-R-125** - Amending the Main Street Area Preservation Incentive Program and the Main Street Local Flavor Economic Development Program (S.Williams/B.James)
13. **Resolution 25-R-127** - Approving a Schertz Main Street Local Flavor Economic Development Grant for 534 Main (S.Williams/B.James)
14. **Resolution 25-R-129** - Authorizing a contract with the Cibolo Creek Municipal Authority (CCMA) for the expansion of the South Wastewater Treatment Plant (S.Williams/B.James)
15. **Resolution 25-R-132** - Selection of a Candidate for the TML Region 7 Director Election (Mayor/S.Edmondson)

Public Hearings

16. **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 JB SA-Randolph (Mayor/B.James/S.Edmondson)
Following the Public Hearing, there will be a 45 minute Workshop Session for open dialogue between Residents, Council and Staff to address questions or concerns.

Closed Session

17. The City Council will meet in closed session under Section 551.087 of the Texas Government Code, Deliberation Regarding Economic Development Negotiations; Closed Meeting. The governmental body is not required to conduct an open meeting (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect.
 - Project E-107
18. The City Council will meet in closed session under Section 551.074 of the Texas Government Code, Personnel Matters, to conduct the annual evaluation of the City Secretary, Ms. Sheila Edmondson.

Reconvene into Regular Session

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

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

Information available in City Council Packets - NO DISCUSSION TO OCCUR

21. **Comal Appraisal District Board of Director Election Information**
22. **Guadalupe Appraisal District Board of Directors Election Information**

Adjournment

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)

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 10TH DAY OF SEPTEMBER 2025 AT 7:15 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEILA EDMONDSON

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

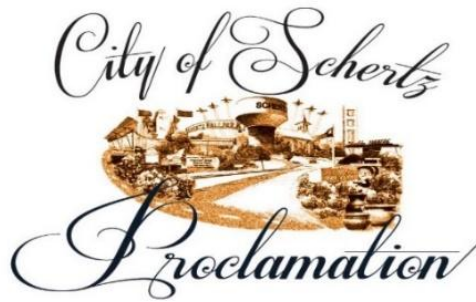
<p>Mayor Gutierrez Member Audit Committee Investment Advisory Committee Main Street Committee TIRZ II Board</p> <p>Liaison Board of Adjustments Senior Center Advisory Board-Alternate</p>	<p>Councilmember Davis– Place 1 Member Interview Committee Main Street Committee - Chair TIRZ II Board</p> <p>Liaison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

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025
Department: City Secretary
Subject: National Finance and Accounting Appreciation Week-September 15-21, 2025 (Mayor Pro Tem Brown)

Attachments

Finance and Accounting Appreciation Week 2025



National Finance and Accounting Appreciation Week September 15-21, 2025

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

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

WHEREAS, the City of Schertz Finance Department consists of a Finance Director, Assistant Finance Director, Senior Accountant, Accountant, Financial Analyst, Accounts Payable Coordinator, and Administrative Assistant; with a combined department total of over 96 years of experience and expert knowledge; and

WHEREAS, the Finance Department oversee the management of the City of Schertz Budget and for FY 2024-2025, the total budget is \$132,189,127.00; and

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

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

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

September 15-21, 2025

National Finance and Accounting Appreciation Week

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Schertz to be affixed on this 16th day of September 2025.

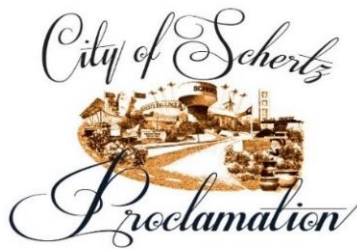
Ralph Gutierrez, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025
Department: City Secretary
Subject: National I.T. Professionals Day-September 16, 2025
(Councilmember Watson)

Attachments

HR Professionals Day Sept. 26, 2025



NATIONAL H.R. PROFESSIONAL DAY

September 26, 2025

For 2025, the themes are championing ethical technology and AI integration, redefined future workplaces, excellence in people leadership and continuous investment in skills and education.

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

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

Whereas, in the City of Schertz, the Human Resources Department consists of a Director of HR and Purchasing, a Human Resources Manager, a Senior HR Generalist, an HR Generalist and a Human Resources Assistant who has a combined total of over 67 years of experience in the field of Human Resources; and

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

Whereas, City of Schertz's Human Resources Professionals oversee the Staff Appreciation Group, Health and Wellness Program, City and Department-wide Training Initiatives, Recruit Initiatives-Facebook and LinkedIn, provide Onboard Orientation, Benefits, Retirements, Payroll, Lunch Webinars and Employee Relations for the 460+ employees who work for the city; and

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

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

Human Resources Professional Day-September 26th, 2025

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Schertz to be affixed on this the 16th day of September 2025.

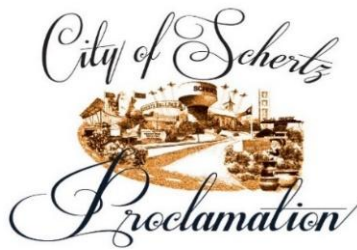
Ralph Gutierrez, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025
Department: City Secretary
Subject: Human Resources (H.R.) Professional Day-September 26, 2025
(Councilmember Macaluso)
"HumanifyAI" is the theme 2025

Attachments

HR Professionals Day Sept.26, 2025



NATIONAL H.R. PROFESSIONAL DAY

September 26, 2025

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

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

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

Whereas, in the City of Schertz, the Human Resources Department consists of a Director of HR and Purchasing, a Human Resources Manager, a Senior HR Generalist, an HR Generalist and a Human Resources Assistant who has a combined total of over 67 years of experience in the field of Human Resources; and

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Whereas, City of Schertz's Human Resources Professionals oversee the Staff Appreciation Group, Health and Wellness Program, City and Department-wide Training Initiatives, Recruit Initiatives-Facebook and LinkedIn, provide Onboard Orientation, Benefits, Retirements, Payroll, Lunch Webinars and Employee Relations for the 460+ employees who work for the city; and

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

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

Human Resources Professional Day-September 26th, 2025

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

IN WITNESS WHEREOF, I have
hereunto set my hand and caused the
Seal of the City of Schertz to be affixed
on this the 16th day of September 2025.

Ralph Gutierrez, Mayor

CITY COUNCIL MEMORANDUM

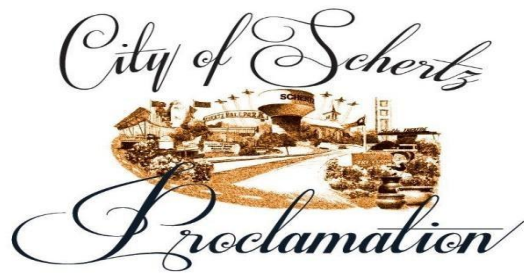
City Council Meeting: September 16, 2025
Department: Fire Department
Subject: Fire Prevention Week October 5-11, 2025 (Councilmember Westbrook)

BACKGROUND

Since 1922, the NFPA has sponsored the public observance of Fire Prevention Week. In 1925, President Calvin Coolidge proclaimed Fire Prevention Week a national observance, making it the longest-running public health observance in our country. During Fire Prevention Week, children, adults, and teachers learn how to stay safe in case of a fire. Firefighters provide lifesaving public education in an effort to drastically decrease casualties caused by fires. This year's Fire Prevention Week™ (FPW™) campaign, October 5-11, "**Charge into Fire Safety™: Lithium-Ion Batteries in Your Home,**" works to educate everyone about using these batteries safely. The campaign stresses how important it is to [BUY, CHARGE, and RECYCLE](#) safely when it comes to lithium-ion batteries.

Attachments

Fire Prevention Week Proclamation



Fire Prevention Week 2025 Proclamation

October 5–11, 2025

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

WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and

WHEREAS, most of the electronics used in homes daily — including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys — are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, the National Fire Protection Association® (NFPA®) reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries; and

WHEREAS, residents should follow three key calls to action: Buy only listed products, charge batteries safely, and recycle them responsibly to prevent battery-related fires; and

WHEREAS, lithium-ion batteries store a large amount of energy in a small space, and improper use such as overcharging, using off-brand chargers without safety certification, or exposing batteries to damage can result in fire or explosion; and

WHEREAS, the proper disposal and recycling of lithium-ion batteries help prevent environmental hazards and reduce fire risks in the home and community; and

WHEREAS, Schertz first responders are dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and

WHEREAS, the 2025 Fire Prevention Week™ theme, “**Charge into Fire Safety™**: “**Lithium-Ion Batteries in Your Home,**” serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and communities.

NOW, THEREFORE be it resolved that I, Ralph Gutierrez, Mayor of the City of Schertz recognize
October 5-11, 2025, as Fire Prevention Week

throughout this city, and I urge all the people of Schertz to check their lithium-ion batteries and follow the recommend practices of the NFPA to help reduce the risk of fires during Fire Prevention Week 2025, and to support the many public safety activities and efforts of Schertz Fire Rescue and our emergency services team.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Schertz to be affixed on this 16th day of September 2025.

Ralph Gutierrez, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025
Department: City Secretary
Subject: Minutes – Approval of the minutes from the City Council Meeting on September 2, 2025 (S.Edmondson/S.Courney)

Attachments

09-02-2025 Draft Minutes

DRAFT

MINUTES REGULAR MEETING September 2, 2025

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on September 2, 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 Heyward)

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

Proclamations

National Preparedness Month - September 2025 (Councilmember Heyward)

Councilmember Allison Heyward presented the National Preparedness Month proclamation to Brandon High, Emergency Management Coordinator for the City of Schertz. This year's theme is "Start a Conversation."

Employee Introductions

Mayor Gutierrez recognized City Department Heads who introduced the following new staff:

- 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)
Deputy City Manager Brian James provided the announcements of upcoming city events.
- Announcements and recognitions by the City Manager (S.Williams)
City Manager Steve Williams congratulated Lizzi Bertoia on her promotion to Library Director.
- Announcements and recognitions by the Mayor (R.Gutierrez)
Mayor Gutierrez had no announcements or recognitions.

Hearing of Residents

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

All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.

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

Mayor Pro Tem Tim Brown recognized the following residents:

Bob Jameson, 4504 Brush Creek Dr., brought forth concerns regarding the development at 4723 Roy Richard Drive which is causing damage to his home and being bounced around between city departments.

Dana Eldridge, 2628 Gallant Fox Dr., brought forth concerns regarding a data breach by Frontier Waste whereby he received every resident's address and account number in his personal email address.

Gabriel Perales, Public Information Officer with the United States Small Business Administration's Office of Disaster Recovery and Resilience, provided information to Council regarding resources available to those physically or economically impacted by the July 4th floods. They offer resources to homeowners, renters, nonprofits, and businesses.

Bryan Nugent, 816 N. Main, stated he had recently opened Safeway Driving School in Schertz and provided some background on the company that has been in existence for over 50 years.

Robert Stanfield, 12654 Woman Hollering Rd., deferred to Public Hearing.

Steven Layton, 12231 Lost Meadows Dr., provided information related to the Joint Land Use Study related to the properties in the ETJ subject to the Special Election.

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)

Mayor Gutierrez asked if either item needed to be removed for separate action.
No items were removed.

Mayor Gutierrez asked for a motion to approve Consent Agenda Items #1 and #2.

Councilmember Allison Heyward stepped off the dais and did not vote.

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

Passed

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)

Mayor Gutierrez recognized HR and Purchasing Director Jessica Kurz who introduced Resolution 25-R-118. Ms. Kurz provided highlights of the proposal, a comparison of bids received, and outlined the costs. City Manager Steve Williams added that there would be no increase in the costs and minimal disruption with a change in carriers.

Mayor Gutierrez opened the floor to Council for discussion.

After brief discussion with Council regarding proposals received and increases in industry standards which were addressed by Reagan Latimer, account executive with Gallagher Benefit Services, motion to approve Resolution 25-R-118 was brought

forward.

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

A YE: 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

- 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)

Mayor Gutierrez recognized Planner William Willingham, who introduced Ordinance 25-S-035, a request for a Specific Use Permit to allow Mixed-use Self-storage in General Business District. Mr. Willingham stated four public notices were sent out on July 25, 2025, no responses have been received to date, and a public hearing notice was placed in the San Antonio Express on August 13, 2025. A sign was placed on the subject property by the applicant. Two prior applications submitted by the applicant were approved by Council via Ordinance 24-S-26 and Ordinance 24-S-170. Both of these applications were subsequently withdrawn. Applicant indicated the property for which Ordinance 25-S-035 is requested is more aligned with the intended mixed-use storage facility planned. The Planning and Zoning Commission met on August 6, 2025, and recommended approval with a 6-0 vote.

Staff recommended approval with following conditions:

1. A building permit is approved within two years of the adoption of the SUP ordinance in accordance with UDC Article 5, Section 21.5.11.F Expiration of Specific Use Permit; and
2. Twenty-five percent of the usable 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.

Mr. Willingham introduced Mr. James Griffin with Killen, Griffin, and Farrimond, who spoke on behalf of the applicant, Storage Hub. Mr. Griffin confirmed this was the third request, but assured Council there would not be three new self-storage buildings. He stated one of the properties currently in planning process will be a retail-only site, so the SUP will not be used. Second approved SUP site had several difficulties, making it less desirable. Current site has greater visibility and greater flexible use of the space.

Mayor Gutierrez stated this item was on the agenda as an open public hearing.

Public Hearing opened at 6:59 p.m.
No residents came forward to speak.
Public Hearing closed at 6:59 p.m.

Mayor Gutierrez opened the floor to Council for discussion.
No discussion occurred.
Mayor Gutierrez asked for a motion to approve Ordinance 25-S-035.

Moved by Councilmember Paul Macaluso, 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

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)

Mayor Gutierrez recognized Sr. Planner Samuel Haas who introduced Ordinance 25-S-036. On July 27, 2025, five public hearing notices were sent, no responses have been received to date, and a public hearing notice was placed in the San Antonio Express. A sign was placed on the subject property. Prior application for a PDD was submitted by the applicant and approved by Council via Ordinance 21-S-06, on March 21, 2021. The PDD included mixed lot sizes, housing types, and uses with 3.3 acres designated for commercial uses along the frontage of Lower Seguin Road. Applicant is requesting the new concept plan consists of a base zoning district of Single-Family Residential (R-2), removal of commercial property designation, and rearranging the drainage. The Planning and Zoning Commission met on August 6, 2025, and recommended denial with a 5-1 vote.

Staff recommended denial citing 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.

Mayor Gutierrez asked if the applicant wanted to address the Council.
Neither the applicant nor a representative of the applicant came forward to speak.

Mayor Gutierrez stated this item was on the agenda as a Public Hearing.

Public Hearing opened at 7:07 p.m.

Dr. Randy Klepetko, 11910 Lost Meadows, pointed out that the map appeared to show proposed houses being built in the flood zone.

Public Hearing closed at 7:08 p.m.

Mayor Gutierrez opened the floor to Council for discussion.

After brief discussion, Mayor Pro Tem Tim Brown made a motion to deny Ordinance 25-S-036, 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

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)

Mayor Gutierrez recognized Sr. Planner Samuel Haas who introduced Ordinance 25-S-037 a request for a Special Use Permit to allow a convenience store with gas pumps at 11185 IH 10 E. Applicant received an approval for an SUP for the same location on June 21, 2023, but did not request a building permit within two years, therefore the permit expired. Mr. Haas stated four public notices were sent out on July 25, 2025, one response in favor has been received, and a public hearing notice was placed in the San Antonio Express. A sign was placed on the subject property. The Planning and Zoning Commission met on August 6, 2025, and recommended approval with a 6-0 vote.

Staff recommended approval with the condition that a building permit is approved within two years of the adoption of the SUP ordinance in accordance with UDC Article 5, Section 21.5.11.F Expiration of Specific Use Permit.

The applicant was not in attendance.

Mayor Gutierrez stated this item was on the agenda as an open public hearing.

Public Hearing opened at 7:16 p.m.
No residents came forward to speak.
Public Hearing closed at 7:16 p.m.

Mayor Gutierrez opened the floor to Council for discussion.

No discussion occurred.

Mayor Gutierrez asked for a motion to approve Ordinance 25-S-037.

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

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)

Mayor Gutierrez recognized Sr Planner Samuel Haas who introduced PLAPP20250187 to consider an appeal to a decision of 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. Mr. Haas provided background information and examples of signage for buildings of similar size in Schertz. He provided options for Council to consider.

Mayor Gutierrez invited the applicant to address the Council.

Mr. Aaron Parenica, Engineer for Home Depot, stated that he understood staff's recommendation was based on the city's UDC, however, Home Depot is asking for their current standard prototype for signage. He also stated that he had heard staff mention that perhaps they needed to amend the UDC to allow the larger signage. He said the UDC as it is written and having larger box stores come to Council for a waiver serves the city well. He doesn't believe there is a need for amending the UDC.

Mayor Gutierrez stated this item is on the agenda as a Public Hearing.

Public Hearing opened at 7:29 p.m.

The following residents spoke in favor of approving the waiver:

Sean Cleary, 3596 Olde Moss Rd,

Joan Simoncelli, 11350 Flores Luna Rd.

Public Hearing closed at 7:32 p.m.

Mayor Gutierrez opened the floor to Council for discussion.

After brief discussion amongst Councilmembers and having questions fielded by Mr.

Haas and Deputy City Manager Brian James, Mayor Gutierrez asked for a motion to approve the waiver for Home Depot's signage.

Moved by Councilmember Michelle Watson, seconded by Councilmember Mark Davis

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

Passed

- 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)

Mayor Gutierrez recognized Finance Director James Walters, who introduced Ordinance 25-T-033. Mr. James provided the same presentation as shown at the 8/19/2025 meeting and reiterated the changes in tax revenue and foregone taxes. He further stated that to support the budget passed on 8/19/2025, Council needed to adopt a \$0.5118 tax rate for FY2026.

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

Public Hearing opened at 7:59 p.m.

No public came forward to speak.

Public Hearing closed at 8:00 p.m.

Mayor Gutierrez opened the floor to Council for discussion.

Mayor Pro Tem Tim Brown addressed the omission of information in a Community Impact article related to the DVHS funding the city has not been reimbursed by the State. The article reported on Council's approval of a property tax increase. If the city had received the DVHS funding a property tax increase would not have been necessary.

Councilmember Guerrero concurred with Mayor Pro Tem Brown. No further Council discussion occurred.

Mayor Gutierrez asked for a motion to approve Ordinance 25-T-033.

Councilmember Allison Heyward made the following motion: 'I move that the property tax rate be increased by adoption of a tax rate of \$0.5118, which is effectively a 1.1% increase in the tax rate.' 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

- 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)

Mayor Gutierrez recognized City Secretary Sheila Edmondson who introduced Resolution 25-R-101 a Special Election for properties within a five-mile boundary of JBSA-Randolph. Ms. Edmondson explained the election process and turned the presentation over to Deputy City Manager Brian James who presented information related to annexation and land use regulation.

Mayor Gutierrez stated that this item is on the agenda as a Public Hearing to allow residents an opportunity to voice any concerns and provide questions for staff to address.

Public Hearing opened at 8:15 p.m.

The following residents expressed concerns and posed questions for staff:

Steven Layton, 12231 Lost Meadows
Clare Layton, 12231 Lost Meadows
Dr. Randy Klepetko, 11910 Lost Meadows
Joan Simoncelli, 11350 Flores Luna Rd
Darren Turner, 12700 Woman Hollering Rd
Sean Cleary, 10851 Levesque Lane
Maverick Rodriguez, 10308 Overnight Path
Nathan Jackson, 12540 Schaefer Rd
Robert Stanfield, 12654 Woman Hollering Rd
Steve Slate, 8600 Quailwood Run
Juan David Flores, 11218 Flores Luna Rd
Ray Aaron 111085 Harvest Ridge

Public Hearing closed at 8:50 p.m.

Mayor Gutierrez addressed some concerns and asked residents to email their questions so Staff could provide answers at the next scheduled public hearing on September 16, 2025.

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
Mayor Pro Tem Brown asked for more information regarding the need for the Special Election.
Councilmember Westbrook asked for a draft ordinance on possible land uses and enforcement should land use regulation be adopted as a result of the Special Election.
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda
Councilmember Heyward asked that membership to the American Flood Coalition and for a resolution for the Coalition Against Big Trucks be added to a future agenda.
- City and Community Events attended and to be attended (Council)
Councilmember Westbrook attended the Thriving Wellness Conference in San Antonio.
Councilmember Heyward attended the Linebarger Property Tax Update and the TML Land Use Conference. She gave an update on SB 10 and noted that TML is monitoring it. She announced she is applying for the National League of Cities Small Cities Council Chair and the Federal Advocacy Committee.

Adjournment

Mayor Gutierrez adjourned the meeting at 9:03 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025
Department: Emergency Medical Services
Subject: Resolution 25-R-120 - Authorizing an Interlocal Agreement for EMS billing services with the City of Alamo Heights (S.Williams/J.Mabbitt)

BACKGROUND

In August of 2012, the EMS department was contacted by the Alamo Heights Fire Department regarding EMS Billing. Alamo Heights Fire Department provides EMS transport services for their City as well as for the cities of Terrell Hills and Olmos Park. The City entered into a five-year agreement with the City of Alamo Heights to provide billing services, and it was renewed in October 2017 and again in September 2022.

This agreement expires on September 30, 2025. The EMS Department has been successful in providing Alamo Heights with billing services and there is interest in both cities to continue to provide billing services to the City of Alamo Heights.

GOAL

To provide EMS billing services to the City of Alamo Heights. This agreement will automatically renew after the initial one-year term for a total of three years, expiring on September 30, 2028.

COMMUNITY BENEFIT

Providing EMS billing services will provide EMS with some additional revenue to allow continued services for the cities we serve.

SUMMARY OF RECOMMENDED ACTION

Staff recommends City Council authorize the City Manager to enter into an inter-local agreement with the City of Alamo Heights for the provision of EMS billing services.

FISCAL IMPACT

Based upon historical collections for Alamo Heights, this agreement generates approximately \$33,000 annually. Being compensated on a percentage of collections provides an incentive to our billing staff as the more dollars we collect for Alamo Heights, the higher our compensation. For this agreement, we intend to increase our fee by 1% for a total of a 10% fee collected and generate an additional \$3,600.

This billing fee would be collected every month based upon the collections of that month and is a source of additional revenue for the EMS Department.

RECOMMENDATION

Approval of Resolution No. 25-R-120

Attachments

Resolution 25-R-120 with attachments

RESOLUTION 25-R-120

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT FOR EMS BILLING SERVICES WITH THE CITY OF ALAMO HEIGHTS, AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, Section 791.001 et seq. of the Texas Government Code authorizes municipalities to enter into interlocal agreements for the performance of governmental functions and services, and it is the desire of the named cities to enter into such an agreement; and

WHEREAS, Alamo Heights and Schertz each perform EMS services; and

WHEREAS, Alamo Heights desires to engage Schertz to perform EMS billing services for Alamo Heights, and Schertz desires to accept such engagement upon the terms and conditions contained herein; and

WHEREAS, the city staff of the City of Schertz has recommended that the City enter into an interlocal agreement to provide EMS billing services for the City of Alamo Heights, a political subdivision of the State of Texas; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Alamo Heights pursuant to the Interlocal Agreement for EMS billing services attached hereto in Exhibit A.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the agreement with Alamo Heights in Substantially the form set forth in Exhibit A.

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

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

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

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

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

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

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

PASSED AND APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit A - ILA

INTERLOCAL AGREEMENT FOR EMS BILLING

STATE OF TEXAS §
COUNTY OF BEXAR §

This Interlocal Agreement for EMS Billing (the "Agreement") is entered into as of the date of the last signature (the "**Effective Date**") by and between the CITY OF ALAMO HEIGHTS, TEXAS ("**Alamo Heights**") and the CITY OF SCHERTZ, TEXAS ("**Schertz**", and collectively with Alamo Heights, the "**Parties**" and each a "**Party**").

WHEREAS, Section 791.001 et seq. of the Texas Government Code authorizes municipalities to enter into interlocal agreements for the performance of governmental functions and services, and it is the desire of the named cities to enter into such an agreement; and

WHEREAS, Alamo Heights and Schertz each perform EMS services; and

WHEREAS, Alamo Heights desires to engage Schertz to perform EMS billing services for Alamo Heights, and Schertz desires to accept such engagement upon the terms and conditions contained herein.

NOW THEREFORE, for the covenants and conditions set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

I. TERM

1. Alamo Heights hereby engages Schertz to perform EMS billing services for Alamo Heights commencing on October 1, 2025 and continuing through September 30, 2026 ("Term").
2. This Agreement shall automatically renew on October 1, 2026 and each October 1st after that until September 30, 2028 (each a "Renewal Period") unless either Party furnishes at least ninety (90) days written notice to the other Party of its intention to terminate this Agreement.

II. RESPONSIBILITIES OF SCHERTZ

1. During the term of this Agreement, Schertz agrees to provide EMS billing services to Alamo Heights for all ambulance responses that Alamo Heights has charges for.
2. Schertz agrees to process claims as soon as all necessary information is received from Alamo Heights and from the customer or the customer's agent who received the EMS service. This information included, but is not limited to, the completed electronic Patient Care Report, insurance information, hospital face sheet and traffic accident reports.
3. Schertz will work with Alamo Height's electronic charting vendor to make sure that all charts are received as soon as possible after they are completed. Schertz agrees to use

commercially reasonable efforts to work with the charting vendor to arrange for the completed electronic charts to be sent to Schertz no later than two (2) business days after the chart is completed by Alamo Heights.

4. Schertz will work with Alamo Heights to establish a dispatch protocol system agreed to by the Alamo Heights Fire Chief and/or his designee in conjunction with the Alamo Heights Police Chief and/or his designee that is necessary for properly establishing correct billing levels.
5. Schertz agrees to utilize the services of a mutually agreed upon electronic data exchange clearinghouse to the extent possible to electronically process all insurance claims including those of governmental providers.
6. Schertz shall use generally acceptable medical billing practices in the processing of all Alamo Heights claims. This includes following the recommendations on ambulance billing from the American Ambulance Association and utilizing certified Ambulance Coders on each claim.
7. Schertz will randomly audit claims to governmental payers for medical necessity and appropriate coding based upon such necessity and the care provided. Audit Claims Reports will be provided to the Alamo Heights Fire Chief within ten (10) days of the audit.
8. Schertz will maintain any and all Alamo Heights patient records in electronic format only. These records will be available to Alamo Heights at any time during normal business hours.
9. Schertz will annually perform EMS Continuing Education Training for Alamo Heights EMS personnel that includes medical necessity, proper documentation, HIPAA and patient privacy, and Patient Care Report completeness. Training schedules will be established to prohibit overtime/compensation time for Alamo Heights Fire personnel.
10. Schertz will, to the extent possible, close out all Alamo Heights billing activities for a calendar month by the 10th of each following month. Upon this closing, Schertz will electronically deliver a set of closing reports that includes listing of charges, credits and claims outstanding.
11. Schertz agrees to follow all Alamo Heights billing and collection policies. When questions or concerns arise with these policies, Schertz will consult with the Alamo Heights Fire Chief, or his designee, to resolve these questions. Schertz reserves the right to not follow any policy that Schertz believes is non-compliant with Federal or State laws, regulations or guidelines.
12. Schertz agrees to rigorously protect the privacy and confidentiality of all medical records and information contained in the billing records furnished to Schertz by Alamo Heights for the services to be provided hereunder. Schertz shall comply with all federal and state laws and regulations applicable to medical records and information.

13. Schertz agrees, to the extent permitted by law, to indemnify Alamo Heights for the actions of its employees, but only to the extent directly related to this Agreement.

III. RESPONSIBILITIES OF ALAMO HEIGHTS

1. Alamo Heights agrees to provide all patient care records and billing information to Schertz as soon as possible after the service is provided. Alamo Heights will work with Schertz to develop processes for the delivery of non-electronic records to include hospital face sheets, insurance cards, and law enforcement accident reports.
2. Alamo Heights agrees to provide a charge list to Schertz for all services and supplies for which Alamo Heights desires billing to be provided. Alamo Heights will provide any changes to these charges to Schertz with a minimum of thirty (30) days' notice before they become effective.
3. Alamo Heights agrees to utilize "close call rules" as defined by S.T.R.A.C, and patient care report quality assurance processes to make their patient care reports as complete as possible. This includes proper addresses, social security information, insurance information, workers compensation information, patient signatures authorizing billing of their insurance, and completion of certain interventions that affect the level of service that can be billed.
4. Alamo Heights agrees to notify Schertz of all funds received directly to Alamo Heights as a result of the billing activities of Schertz for proper accounting of these payments. Alamo Heights also agrees to designate a person or people at Alamo Heights that will take payments from customers in person. Schertz will train these individuals on how to account for these payments with Schertz.
5. Alamo Heights agrees that it maintains full and final authority on compliance in billing practices in regards to its Centers for Medicaid and Medicare Services (CMS) National Provider Identification Number, Medicare provider number and Medicaid provider number. Alamo Heights will have full access to all of its records maintained by Schertz to accomplish this compliance.
6. Alamo Heights will designate both a Privacy Officer for all HIPAA related issues and Custodian of Records for all EMS and Billing Records.
7. Alamo Heights agrees to work with Schertz to establish processes for the receipt of law enforcement traffic accident reports.
8. On or before the last day of a month, Alamo Heights will report to Schertz the number of EMS responses and patient care records that should have been received that month. If patient care records are missing, Alamo Heights will work with Schertz to locate these reports and get them completed as soon as possible.

9. Alamo Heights will receive monthly reports to include charges processed, credits received, contractual allowables, and all outstanding accounts receivables. Alamo Heights can request additional reports. If the requested reports are available in the Schertz billing system, they will be provided by the next business day at the latest. If it is a custom report that is not available, Alamo Heights agrees to pay the cost of having this report built. If the report will be beneficial to both Alamo Heights and Schertz and Schertz approves the charge, this cost will be split between the two Parties.
10. Alamo Heights agrees, to the extent permitted by law, to indemnify Schertz for actions taken by Schertz when following the policies, procedures and duly communicated directives of Alamo Heights.

IV. CONSIDERATION

For its performance of such billing services, Alamo Heights shall pay to Schertz ten percent (10%) of the total collections received. Said collection fee shall be deducted by Schertz from its monthly payment to Alamo Heights of any funds collected by Schertz. If the amount collected by Schertz for Alamo Heights does not exceed the monthly fee, Schertz will invoice Alamo Heights for the balance of the fee. Schertz shall remit its collections for Alamo Heights EMS monthly within five (5) days after the end of each calendar month. Alamo Heights will pay any invoices within twenty (20) days of receipt.

V. TERMINATION

1. If Alamo Heights or Schertz determines it no longer wants to maintain this Agreement at the end of the initial Term or any subsequent Renewal Period, the Party wishing to terminate this Agreement shall provide written notice of the intent to terminate this Agreement not less than ninety (90) days from the end of the applicable Term or Renewal Period.
2. If at any time during this Agreement, either Party determines that the other Party is operating in a non-compliant manner, the concerned Party shall give written notice of the issue(s) of concern. The other Party shall have up to thirty (30) days to either correct this concern or to provide written justification and authority to be operating in the manner that is concerning. If this resolution does not abate the concerns of the first Party, that Party may terminate this Agreement by providing at least ten (10) business days' written notice.
3. If and when this Agreement is terminated for any reason, Schertz agrees to provide all Alamo Heights billing records in its possession to Alamo Heights electronically within ten (10) business days of the termination date.
4. If this Agreement is terminated upon the end of the Term or a Renewal Period, Schertz will complete all billing processes in progress as of the last day of this Agreement. This work will be continued for up to thirty (30) days after this Agreement is over. Alamo Heights agrees to compensate Schertz for this activity in accordance with Section IV of this Agreement.

VI. BINDING EFFECT; BENEFITING PARTIES

1. This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either Party without first obtaining the written consent of the other Party.
2. This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

VII. GOVERNMENTAL FUNCTIONS; LIABILITY; NO WAIVER OF IMMUNITY OR DEFENSES

1. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.
2. The services provided for herein are governmental functions, and Schertz and Alamo Heights shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.
3. The relationship of Alamo Heights and Schertz shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
4. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties.
5. Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither Schertz nor Alamo Heights shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.
6. Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

VIII. NOTICES

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

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

City of Alamo Heights
6116 Broadway
Alamo Heights, Texas 78209
Attention: City Manager

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

IX. AUTHORIZATION

Each Party represents to the other Party that this Agreement has been duly authorized by that Party's governing body.

X. SEVERABILITY

If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect to the extent that it does not destroy the benefit of the bargain.

XI. ENTIRE AGREEMENT; AMENDMENTS

This Agreement represents the complete understanding of Alamo Heights and Schertz with respect to the matters described herein and supersedes any prior understanding or written or oral agreement regarding the subject matter hereof, and this Agreement may not be amended or altered without the written consent of both the Parties.

XII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas without regard to choice of law principles that would require the application of the law of another jurisdiction, and venue for any legal proceedings hereunder shall be in the state courts of Bexar County, Texas.

[Signatures on the following page]

SIGNATURE PAGE TO INTERLOCAL AGREEMENT FOR EMS BILLING

In witness whereof, the undersigned Parties have executed this Agreement on the date specified to be effective as of the Effective Date.

CITY OF SCHERTZ

CITY OF ALAMO HEIGHTS

By: _____

By: _____

Name: _____

Name: _____

Title: City Manager

Title: City Manager

Date: _____

Date: _____

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025
Department: Facility & Fleet
Subject: Resolution 25-R-117 - Authorizing expenditures with Medic Built, Frazer, and Tellus Equipment Solutions for the FY 25/26 Vehicle Replacement Program (B.James/D.Hardin/M.Chappell)

BACKGROUND

Each fiscal year, the Fleet Department requests the purchase of vehicles and equipment to replace aging units or expand the existing fleet, ensuring the City maintains reliable and efficient operations. Exhibit A outlines the purchases of vehicles/equipment from a vendor that are over \$100,000. These purchases will be made through a combination of group purchasing cooperatives and sole-source providers. All cooperative contracts have been competitively bid on by their awarding entities, and City staff has also obtained multiple quotes to ensure the best overall value for the City.

During the most recent Legislative Session, Senate Bill 1173 was passed, raising the competitive bidding threshold for local governments from \$50,000 to \$100,000, effective September 1, 2025 and the City's purchasing policy was subsequently updated. For information purposes, staff has provided a list of all the vehicles to be purchased in FY 2025-26.

GOAL

To authorize expenditures for the purchase of the vehicles/equipment from Medic Built, Frazer, and Tellus Equipment Solutions.

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 25-R-117

FISCAL IMPACT

The purchase of the vehicles and equipment will be funded through the city's general fund, drainage fund and emergency services fund. The fiscal impact of the purchases will be approximately \$676,535.95. These funds were approved in the FY 2025-2026 budget.

RECOMMENDATION

Approval of Resolution 25-R-117

Resolution 25-R-117 with attachment

RESOLUTION 25-R-117

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES WITH MEDIC BUILT, FRAZER, AND TELLUS EQUIPMENT SOLUTIONS FOR THE 25/26 VEHICLE REPLACEMENT PROGRAM.

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

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

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

WHEREAS, purchases under the cooperative programs meet the requirements under the Subchapter C, Chapter 791.025 of the Texas Local Government Purchasing Code, which states that local government seeks competitive bids for the purchase of the goods and services; and

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

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

Section 1. The City Council hereby authorizes expenditures of up to \$233,000 with Medic Built; \$343,000 with Frazer; and \$101,000 with Tellus Equipment Solutions during the FY 2025-2026 for the vehicles listed in Exhibit "A".

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

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

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

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

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

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

PASSED AND APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"

EXHIBIT A 25-R-117

Medic Built

Year	Description	Vehicle Cost	Outfitting Cost	Department	Co-op
2025	Ford F450 Chassis for remount	\$233,000.00	\$0.00	EMS 282	HGAC
Total Expenditures		\$233,000.00			

Frazer

Year	Description	Vehicle Cost	Outfitting Cost	Department	Co-op
2026	Ford F450 Ambulance	\$343,000.00	\$0.00	EMS 287	Frazer
Total Expenditures		\$343,000.00			

Tellus Equipment Solutions

Year	Description	Vehicle Cost	Outfitting Cost	Department	Co-op
2026	John Deere Tractor	\$65,215.29	\$20,562.78	Drainage D5215	Buyboard 706-23
2026	John Deere Gator HPK615E	\$13,571.13	\$1,186.75	Parks PK6215	Buyboard 706-23
Total Expenditures		\$100,535.95			

FY 25-26 Total Expenditures:	\$676,535.95
-------------------------------------	---------------------

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025
Department: Purchasing & Asset Management
Subject: Resolution 25-R-119 - Authorizing an Interlocal Agreement with the Schertz Housing Authority for Cooperative Purchasing Services (S.Gonzalez/J.Kurz/D.Ellenburg)

BACKGROUND

The City previously entered into an ILA with the Schertz Housing Authority for cooperative purchasing services in 2019 via Resolution 19-R-87. This ILA expires September 30, 2025, and both parties wish to renew this agreement.

The purpose of cooperative purchasing groups is to obtain the benefits and efficiencies that can accrue to members, comply with State bidding requirements, and identify qualified vendors of commodities, goods, and services. The City of Schertz currently utilizes several major purchasing cooperatives. Authority for such is granted under Subchapter F, Chapter 271.102 of the Texas Local Government Code, "Cooperative Purchasing Program Participation," and provides that a local government may participate in a cooperative purchasing program with other local governments or a local cooperative organization established to provide local governments access to contracts with vendors for the purchase of materials, supplies, services or equipment."

Simply, purchasing cooperatives allow for substantial savings to be realized by volume purchasing of specific commodity items.

The agreement will not only allow the Schertz Housing Authority to ride City contracts, but at the request of the Housing Authority, the City may also assist with procurement processes. The City has reviewed the benefits of participating in this cooperative and recommends entering into an agreement with the Schertz Housing Authority for cooperative purchasing services.

GOAL

To allow the Schertz Housing Authority to ride City agreements to realize greater overall savings.

COMMUNITY BENEFIT

Purchasing cooperatives assist local governments in reducing costs through volume purchasing.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council approval resolution 25-R-119 authorizing an interlocal agreement between the City and Schertz Housing Authority.

RECOMMENDATION

Staff recommends Council approval resolution 25-R-119 authorizing an interlocal agreement between the City and Schertz Housing Authority.

Attachments

Resolution 25-R-119 with attachments

RESOLUTION NO. 25-R-119

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT WITH SCHERTZ HOUSING AUTHORITY FOR COOPERATIVE PURCHASING SERVICES

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purposes of the Interlocal Cooperation Act; and

WHEREAS, Subchapter C, Chapter 791.025 of the Texas Government Code, provides in relevant parts as follows:

- (a) A local government, including a council of governments, may agree with another local government or with the state or a state agency, including the comptroller, to purchase goods and services.
- (b) A local government, including a council of governments, may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the comptroller, to purchase goods and any services reasonably required for the installation, operation, or maintenance of the goods. This subsection does not apply to services provided by firefighters, police officers, or emergency medical personnel.
- (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

WHEREAS, Subchapter F, Chapter 271.102 of the Texas Local Government Code, "Cooperative Purchasing Program Participation," provides that a local government may participate in a cooperative purchasing program with other local governments or a local cooperative organization established to provide local governments access to contracts with vendors for the purchase of materials, supplies, services or equipment; and

WHEREAS, the City of Schertz desires to enter into a contract with Schertz Housing Authority to participate in a purchasing cooperative;

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

Section 1. The City Council hereby authorizes execution and delivery of the Interlocal Agreement with Schertz Housing Authority in substantially the form set forth in Exhibit A.

- Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.
- Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.
- Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.
- Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this _____ day of _____ 20_____.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit A

ILA with Schertz Housing Authority

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SCHERTZ, TEXAS AND THE SCHERTZ HOUSING AUTHORITY
FOR COOPERATIVE PURCHASING SERVICES**

This Interlocal Agreement regarding Cooperative Purchasing Services (the “Agreement”) is entered into between the City of Schertz, Texas, a Texas municipal corporation (the “City”), and the Schertz Housing Authority, a political subdivision of the State of Texas (the “Authority”), acting by and through its Board of Commissioners pursuant to authority granted under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the “Effective Date”). The City and the Authority are collectively referred to herein as the “Parties” and are each a “Party”.

Pursuant to the authority granted by the Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party; and,

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I. Terms

1.1 Authority, hereby makes, constitutes and appoints City of Schertz its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids).

1.2 City of Schertz will maintain a listing of Annual Contracts which are available for local entities use.

1.3 City of Schertz will forward a copy of requested Annual Contract to the requesting entity.

1.4 Authority agrees that City of Schertz shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by City of Schertz according to its usual bidding procedures and in accordance with applicable State statutes

1.5 Authority agrees that all specifications for selected items shall be determined by City of Schertz.

1.6 Authority agrees to pay the supplier for all goods, equipment and products pursuant to this Agreement. The successful bidder or bidders shall bill Authority directly for all items purchased, and Authority shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

II. Binding Effect; Benefiting Parties

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

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

III. Governmental Functions; Liability; No Waiver of Immunity or Defenses

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

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

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

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

3.2 The City shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the Authority in connection with the Agreement, and the Authority covenants and agrees, to the extent permitted by law, that the Authority shall be solely responsible, as between the Authority and the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the Authority or its respective employees, agents, representatives, or assigns, in connection therewith.

VIII. Term and Termination

8.1 This Agreement shall be for an initial term of three (3) years with an option to extend for an additional three (3) year term upon request by the Authority approved by the City. This Agreement shall be in effect from the date of execution and may be terminated by either party to the Agreement upon written thirty (30) days' notice prior to cancellation.

[Signatures and acknowledgements on the following pages]

SIGNATURE PAGE

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SCHERTZ, TEXAS AND THE SCHERTZ HOUSING AUTHORITY
FOR COOPERATIVE PURCHASING SERVICES**

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

CITY OF SCHERTZ, TEXAS

By: _____
Steve Williams
City Manager

Date: _____

THE SCHERTZ HOUSING AUTHORITY

By: _____
_____,
Chairman of the Board

Date: _____

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025
Department: Finance
Subject: Resolution 25-R-122 - Authorizing the EMS, Utility Billing, Schertz Magazine, and Library debt revenue adjustments (S.Gonzalez/J.Walters)

BACKGROUND

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

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

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

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

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

The Library write offs are for items which are deemed no longer collectible. Staff had not included these Library items in the past, but they are now being reviewed. The accounts Staff feels cannot be collected will come before council in the quarterly write-off requests. As of September 2025, there is \$141,493.79 in past charges that are being evaluated by the Library Staff for potential collection. For this write-off, staff is proposing to write off \$46,647.34 of that amount from 2018 to September 2021.

The resolution authorizes the debt for these areas that is more than 180 days outstanding as of March 1, 2025, to be written off. These write-offs come before council quarterly and last came before council on April 15, 2025.

Previous Write off Amount:

March 2021:	\$1,330,234.88
June 2021:	\$904,511.15
September 2021:	\$750,502.47
December 2021:	\$587,362.56
March 2022:	\$675,977.28
June 2022:	\$564,972.72
September 2022:	\$842,197.07
December 2022:	\$660,162.69
March 2023:	\$709,180.00
June 2023:	\$629,399.75
September 2023:	\$1,043,989.48
December 2023:	\$736,479.42
March 2024:	\$939,856.26
June 2024:	\$786,518.97
September 2024:	\$755,410.63
December 2024:	\$718,424.29
March 2025:	\$1,345,608.95
June 2025:	\$ ----
September 2025:	\$1,654,478.02

For September 2025, the amount includes write-off amounts for both June and September 2025.

GOAL

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

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Approve Resolution No. 25-R-122 to write off receivables that are older than 180 days.

FISCAL IMPACT

This accounting adjustment will not affect the City's Budget or financial standing. The amount written off is estimated during the budget process and is accounted for in the revenue estimations and the bad debt expense accounts. The action taken tonight will reduce the amount shown as owed to the City by \$1,654,478.02 and set it equal to the amount seen as still reasonably collectible. The breakdown is as follows:

- EMS - \$999,506.52
- EMS Charity Care - \$564,470.70
- Utility Billing - \$43,853.46
- Library - \$46,647.34
- Magazine - \$0.00

The Library write offs are for items from 2018 through September 2021 which are deemed no longer collectible. Staff had not included these Library items in the past, but they are now being reviewed. Those accounts Staff feels cannot be collected will come before council in the quarterly write-off requests.

RECOMMENDATION

Staff recommends Council approve Resolution No.25-R-122.

Attachments

Resolution 25-R-122 Debt Revenue Adjustments

RESOLUTION NO. 25-R-122

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

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

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

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

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

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

<i>Function</i>	<i>Amount</i>
EMS	\$999,506.52
Charity Care	\$564,470.70
Utility Billing	\$43,853.46
Magazine	\$0.00
Library	\$46,647.34
Total	\$1,654,478.02

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

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

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

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

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

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

PASSED AND ADOPTED, this ____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025
Department: Executive Team
Subject: Resolution 25-R-126 - Authorizing a Schertz Main Street Area Preservation Incentive Program Grant for 420 Curtiss (S.Williams/B.James)

BACKGROUND

The property owner at 420 Curtiss is applying for a Schertz Main Street Preservation Grant to replace the roof of a garage/carport for up to \$9,125.00 (work estimated to cost \$18,250.00). The new roof will be a standing seam metal roof.

In 2022, City Council amended the Main Street Grant program to make properties that have a Landmark Property Designation eligible for the grant even if they are not in the Main Street Incentive Area. This property has the Landmark Property Designation (approved by Council on May 6, 2025). Program assistance is available to owners of structures used for residential who make verified exterior structural or aesthetic modifications/improvements including but not limited to the roof, foundation, and wall repairs including brick re-pointing. Grants are available with a cap of \$20,000 per property. Funds will be provided on a 50/50 matching basis. In-kind contributions may be counted toward the match requirement.

The owner originally applied for, and was approved for, a grant to replace the roof of the main structure. Subsequently, the owner decided not to use grant funds for that work and is seeking the funds to replace the roof of the garage/carport at the southwest corner of the lot (not the one up by Lindbergh). The Schertz Historical Preservation Committee recommended approval of this grant at their September 4, 2025 meeting.

GOAL

Promote the history and culture of the City of Schertz to tourists and residents.

COMMUNITY BENEFIT

Recognize structures of significance to the community's past.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 25-R-126 authorizing a Main Street Historic Preservation Grant for the property at 420 Curtiss for up to \$9,125.00 to replace the roof (total cost estimated to be \$18,250.00).

FISCAL IMPACT

Up to \$9,125.00 from Hotel Occupancy Tax Funds.

RECOMMENDATION

Approval of Resolution 25-R-126.

Attachments

Resolution 25-R-126 with attachment

RESOLUTION 25-R-126

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING A REQUEST FOR A SCHERTZ MAIN STREET AREA PRESERVATION INCENTIVE GRANT FOR 420 CURTISS.

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

WHEREAS, Stabilize and improve property values; and

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

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

WHEREAS, the City Council approved the Historical Incentive Program for Main Street; and

WHEREAS, the Schertz Historic Preservation Committee is in support of this program and recommended approval of the grant request 420 Curtiss for up to \$20,000 at their May 28, 2025 meeting.

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

Section 1. The City Council hereby approves the Schertz Main Street Area Preservation Incentive Program grant request for 420 Curtiss Exchange up to **NINE THOUSAND ONEHUNDRED TWENTY-FIVE DOLLARS** (\$9,125.00) subject to the approved criteria of the program and execution of a funding agreement as outlined in Exhibit "A".

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

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the

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

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

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

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

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

PASSED AND ADOPTED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"

Main Street Preservation Grant 420 Curtiss

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

HOTEL TAX FUNDING AGREEMENT BETWEEN THE CITY OF SCHERTZ,
TEXAS AND Sarah Hewell FOR EXPENDITURE OF HOTEL OCCUPANCY TAX
FUNDS

This Hotel Tax Funding Agreement (AGREEMENT) is made and entered into by and between the City of Schertz, Texas (CITY) and Sarah Hewell, (ENTITY).

WHEREAS, the ENTITY has developed a proposal to replace the roof at 420 Curtiss (the “Project”); and

WHEREAS, the City collects Hotel Occupancy Taxes; and

WHEREAS, Hotel Occupancy Taxes may be used only to promote tourism and the convention and hotel industry as limited by the specific purposes as provided for in Texas Tax Code Section 351.101; and

WHEREAS, the City of Schertz finds that promoting the enhancement and perpetuation of structures of historical importance and significance are necessary to promote the economic, cultural, educational and general welfare of the public; and

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

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

WHEREAS, in order to facilitate the preservation of historic structures to promote the economic vitality of the Main Street area as a tourist destination, the City of Schertz is offering incentives that will serve to improve existing properties and businesses within this area.; and

WHEREAS, the City Council hereby finds and determines that the Project to be funded herein promotes tourism and the convention and hotel industry through historical restoration and preservation; and

WHEREAS, the City Council of the City of Schertz desires to provide Hotel Occupancy Tax revenues to the Sarah Hewell (ENTITY).

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

GENERAL PROVISIONS

Section 1. Purpose. The purpose of this Agreement is to provide funding to the ENTITY for the project identified in the attached Exhibit "A" (the "Project"), the intent of which is to protect, enhance, and preserve the historic resources and landmarks which represent distinctive elements of the City of Schertz' historic, architectural, economic, cultural, and social heritage by providing property owners and incentive for protecting their property; stabilize and improve property values; foster civic pride in the beauty and accomplishments of the past, and to promote the use of the historic structures for the culture, education, and general welfare of residents, and strengthen the economy of the city by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support and stimulus to businesses.

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

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

Section 4. Authorization of Payment. Subject to the ENTITY'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ENTITY up to fifty percent (50%) of the Project, but not to exceed \$9,125.00, which is estimated to cost a total of \$18,250.00 from hotel occupancy tax funds. Payment will be made within forty-five (45) days of acceptance of the complete Post Event Report. Partial or incomplete reports will not be accepted. Only expenditures that meet Chapter 351 of the Tax Code and this AGREEMENT shall be reimbursed.

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

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

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

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

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

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

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

to the CITY at:

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

To the ENTITY at: Sarah Hewell
420 Curtiss
Schertz, Tx, 78154

MISCELLANEOUS

Section 11. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

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

Section 13. Assignment. Except as otherwise provided in this AGREEMENT, a party may not

assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

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

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

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

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

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

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

IN WITNESS HEREOF, the CITY and ENTITY make and execute this AGREEMENT to be effective this _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

ENTITY

City Manager

Sarah Hewell

ATTEST:

City Secretary

EXHIBIT
"A"



Exhibit "A" continued



NON INSURANCE CONSTRUCTION AGREEMENT

NAME Court Hewell	PHONE (361) 676-4280	DATE 08/25/2025
ADDRESS 420 Curtiss Avenue	EMAIL courthewell@gmail.com	
CITY Schertz	STATE Texas	ZIP 78154
ADDITIONAL CONTACT		

This Construction Agreement is made by and between Hometown Roofing & Restoration (herein us, we or our) and you, the Property Owner(s) (herein you your and yours). You hereby hire us as your General Contractor of record to perform the work contained in the Scope of Work for repair of property damage sustained by you on the date of loss at property address as 420 Curtiss Avenue (the Property). You warrant(s) that you are the legal owner(s) agent(s) of the Property, and as such, jointly and severally authorize us to furnish and install the labor and materials specified in the Scope of Work, along with all upgrades, additional work requested by you, changes necessary in order to comply with all current code and OSHA requirements and any other alterations or deviations from the insurance claim involving extra cost, including repair/replacement of any hidden damage discovered during the restoration process, all of which must be paid to us by you. You acknowledge that We are not a Public Insurance Adjuster and are not providing or offering to provide any Public Insurance Adjusting Services in connection with this Agreement.

ROOFING SPECS

<input checked="" type="checkbox"/> Tear Down to Decking	<input type="checkbox"/> Has Batten Boards	<input checked="" type="checkbox"/> Install ICE/WATER SHIELD Around All Penetrations and Valley
<input checked="" type="checkbox"/> Underlayment Synthetic		Drop Edge Color Medium Bronze
<input checked="" type="checkbox"/> Install New Roof 24G Standing Seam C Lock		Ventilation <input type="checkbox"/> BOX <input type="checkbox"/> RIDGE <input type="checkbox"/> OTHER
Color Medium Bronze		None
<u>HO Initial</u>		<input type="checkbox"/> Pipe Flashing None
Scope of Work		32 SF of Decking Included: \$ 3,50 /SF Exceeding
R&R garage and carport roof with SS 24G C lock		Unforeseen Circumstances- Additional Layers of Felt \$6.00/SQ
		WARRANTY
		<input checked="" type="checkbox"/> Lifetime Labor Warranty
		<input checked="" type="checkbox"/> 50 Year Material Warranty

I understand that galvanized warranty in flat metal commonly known as "oil-canning" is an inherent part of light gauge solid formed metal panels. Hometown Roofing and Restoration does not consider oil-canning to be a warranted defect; nor is oil-canning a valid basis for rejection of an installed panel system.

Gutter Color (if applicable) _____ Where to drop Materials _____

SCOPE OF WORK

The AGREED PRICE to perform the Scope of Work shall be \$18,250.00

for replacement cost. Payment is as follows: 50% due at the time materials are delivered and the remaining 50% due upon completion.

Additional Upgrades _____

_____ Total Price of Upgrades/Additional Work _____
(due upon completion)

HO Initial

By signing the Agreement below, you agree that you have received, read, understand and accept the terms contained in the Additional Terms and Conditions on the reverse of this Agreement, as well as the documents titled "Awareness Letter" and our "Warranty Certificate" and agree that they are made a part of this Agreement by reference. IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have executed the Agreement as of the date written below. By signing below, you acknowledge receipt of a completed and signed copy of the Agreement. PLEASE READ THIS AGREEMENT CAREFULLY. MAKE SURE THAT YOU KNOW AND UNDERSTAND ALL OF YOUR RIGHTS AND OBLIGATIONS.

Homeowner	Hometown Rep
	<i>John Vogt</i>
Signature Date	08/25/2025

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. (for residential properties only.)

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025
Department: City Secretary
Subject: Resolution 25-R-135 - Authorizing an Interlocal Agreement with Guadalupe County for parking lot striping (S.Williams/B.James)

BACKGROUND

Guadalupe County reached out to the City to see if our Public Works staff could stripe the parking lot of the newly renovated county facility on Elbel Road. Since this type of work is something our Public Works staff can do and in the spirit of cooperation and support, as well as saving our common taxpayers money, staff agreed. The county will reimburse the city for the cost of labor and materials which is up to \$8,739.69.

GOAL

Demonstrate the City's core value of working cooperatively as a team.

COMMUNITY BENEFIT

Improved efficiency and cost effective local government services.

SUMMARY OF RECOMMENDED ACTION

Approval of the ILA with Guadalupe County to do the striping of the facility on Elbel Road.

RECOMMENDATION

Approval of Resolution 25-R-135.

Attachments

Resolution 25-R-135 with attachment

RESOLUTION 25-R-135

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT WITH GUADALUPE COUNTY FOR PARKING LOT STRIPING AND RELATED MATTERS IN CONNECTION THEREWITH.

WHEREAS, The Parties have identified certain common, legitimate public purposes in entering into this agreement; and

WHEREAS, The governing bodies of the City of Schertz and Guadalupe County have each met in legally convened open meetings and authorized their respective representatives to enter into this Agreement; and

WHEREAS, The County has requested that the City re-stripe the parking lot of the Schertz Annex Building, located at 101 Elbel Road, Schertz, TX 78154; and

WHEREAS, the total cost of the project is estimated at less than \$9,000.00 and the County will reimburse the City for their costs; and

WHEREAS, the City of Schertz staff is recommending entering into this Interlocal Agreement.

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

Section 1. The City Council hereby authorizes the City Manager to enter into the Interlocal Agreement with Guadalupe County as outlined in Exhibit "A" and authorizing the City Manager and City Attorney to make minor modifications to the ILA if needed.

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 APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"

ILA with Guadalupe County

**INTERLOCAL AGREEMENT BETWEEN GUADALUPE COUNTY, TEXAS, AND
THE CITY OF SCHERTZ, TEXAS, REGARDING THE PARKING LOT STRIPING AT
THE COUNTY-OWNED BUILDING AT 1101 ELBEL ROAD IN SCHERTZ**

This Interlocal Agreement is entered into by and between Guadalupe County, Texas, a political subdivision of the State of Texas (County), and the City of SCHERTZ, Texas (City).

WHEREAS, the County-owned building at 1101 Elbel Road within the City has undergone a complete remodel and will be used to house multiple County offices;

WHEREAS, as part of the remodel, the parking lot is being resurfaced, and parking lot designations must be painted prior to opening the remodeled County-owned building to the public;

WHEREAS, the City has the appropriate equipment and employees available to paint the parking lot designations prior to the end of Fiscal Year 2025;

WHEREAS, the City and County desire to work together to conserve taxpayer dollars and expedite the project; and

WHEREAS, this Agreement is made pursuant to and under the authority granted in Chapter 791, Texas Government Code.

NOW, THEREFORE, in consideration of the mutual promises and covenants given and the mutual benefits received, which are hereby acknowledged by Guadalupe County and the City of Schertz, the parties agree as follows:

ARTICLE I – PURPOSE

The purpose of this Agreement is to establish the terms and conditions for the painting of parking lot designations at the County-owned building at 1101 Elbel Road in Schertz.

ARTICLE II – DESIGNATION OF REPRESENTATIVES

The County hereby appoints the County Commissioner for Precinct 3 as its Representative under this Agreement. Should the County appoint another individual to act as its Representative, the County shall notify the City of the same in writing. The County Commissioner for Precinct 3 shall be the primary point of contact for the City.

The City hereby appoints the City Manager of Schertz as its Representative under this Agreement. The City Manager shall be the primary point of contact for the County unless the City Manager delivers to the County, in writing, a notice designating another individual as its Representative.

ARTICLE III – TERM

This Agreement shall become effective upon the execution date of the last signatory Party to the Agreement (Effective Date). The term of this Agreement is from the Effective Date until the painting of the parking lot designations under this Agreement has been completed or September 30, 2025, whichever occurs first.

ARTICLE IV – FINANCIAL COMMITMENT OF THE PARTIES

The County shall pay the City a total of \$8,739.69 upon completion of the project, which is \$2,633.76 for labor, \$3,457.76 for equipment, and \$2,648.17 for materials. The cost of labor, equipment, and materials are attached as Exhibit A.

ARTICLE V – OBLIGATION OF COUNTY

The County will resurface the parking lot prior to the City's responsibilities becoming effective under this agreement. The County will ensure that the parking lot is free from vehicles or other obstructions prior to the City painting the parking lot designations.

ARTICLE VI – DEFAULT AND TERMINATION

In the event of a material breach of this Agreement, the non-breaching Party shall give the breaching Party written notice of such breach, which shall detail the nature of the breach. The Party receiving the notice of breach shall be given thirty (30) days to cure the breach. If the breach is not corrected to the satisfaction of the non-breaching Party by the end of the thirty (30) day period, the non-breaching Party may give written notice of termination to the breaching Party and seek to recover damages.

Notwithstanding anything herein, each Party may terminate this Agreement for convenience by giving the other Party sixty (60) days' notice.

ARTICLE VII – ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter.

ARTICLE VIII – ASSIGNMENT OR TRANSFER OF INTEREST

Neither Party may assign its rights, privileges, and obligations under this Agreement in whole or in part without prior written consent of the other Party. Any attempt to assign without such approval shall be void.

ARTICLE IX – LEGAL CONSTRUCTION

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

ARTICLE X – COMPLIANCE WITH LAWS AND ORDINANCES

Both Parties shall comply with all federal, state, and local laws and ordinances concerning the work and services performed under this Agreement.

ARTICLE XI – TEXAS LAW SHALL APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and venue is proper in Guadalupe County, Texas.

ARTICLE XII – AMENDMENT

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

ARTICLE XIII – NOTICES

All notices provided to be given under this Agreement shall be in writing and shall either be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper Party at the address which appears below, or at such other address as the Parties hereto may hereafter designate in accordance herewith, unless a provision of this Agreement designates another Party and provides an address. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to CITY OF SCHERTZ: Steve Williams, City Manager
1400 Schertz Parkway
Schertz, Texas 78154

If to GUADALUPE COUNTY: Commissioner Michael Carpenter
Guadalupe County Courthouse
101 East Court Street
Seguin, Texas 78155

ARTICLE XIV – FORCE MAJEURE

Neither Party shall be responsible for delays or lack of performance by such entity or its officials, agents, or employees which result from acts beyond that entity's reasonable control, including acts of God, strikes or other labor disturbances, or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses. In the event of any delay or failure excused by this Section, the time of delivery or of performance shall be extended for a reasonable time period to compensate for delay.

GUADALUPE COUNTY, TEXAS:

DATE

COUNTY JUDGE

ATTEST: COUNTY CLERK

CITY OF SCHERTZ, TEXAS

DATE

CITY MANAGER

ATTEST: CITY SECRETARY

EXHIBIT A



Quote

Centerline Supply, Inc.
9484 Corporate Dr.
Selma, TX 78154
United States
P: (210) 224-4600

Quote Number: QTE0048755
Quote Date: 08/21/25

Customer Service Rep: ACOLLIER
Sales Rep: ACOLLIER

BILL TO:

SCHERTZ, CITY OF
1400 SCHERTZ PKWY BLDG 2
SCHERTZ TX 78154

SHIP TO:

ATTN: FINANCE
SCHERTZ, CITY OF
1400 SCHERTZ PKWY BLDG 2
SCHERTZ TX 78154

Notes:

Customer P.O.	Ship VIA	Terms	Shipping Terms		
	CPU	NET30	CPU		
Item Number	Ordered	Unit	Price	Extended Price	
20601-000 20A [P] TRAF PAINT (AEXCEL) GORILLA ACRYLIC YELLOW (5 GAL)	25	GAL	\$36.38	\$909.50	
20600-000 20A [P] TRAF PAINT (AEXCEL) GORILLA ACRYLIC WHITE (5 GAL)	10	GAL	\$36.15	\$361.50	
20604-000 20A [P] TRAF PAINT (AEXCEL) GORILLA ACRYLIC BLUE (5 GAL)	5	GAL	\$37.77	\$188.85	
20900-100 20A [P] TOULENE FILL W/ CAN (5 GAL PAIL)	20	GAL	\$17.80	\$356.00	
20700-000 20E [P] GLASS BEADS TY I (COATED) (50 LBS)	500	LB	\$0.73	\$365.00	
20603-000 20A [P] TRAF PAINT (AEXCEL) GORILLA RED (5 GAL)	10	GAL	\$36.38	\$363.80	
51 LL5-417 50N [E] SPRAY TIP-417	2	EA	\$51.76	\$103.52	

Quotations are valid for 30 days from the date of quotation.

Signature: _____

Printed Name: _____

Net Order:	\$2,648.17
Discount %	0%
Less Discount:	\$0.00
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$2,648.17

WE NOW OFFER CUSTOM VINYL DECALS, FLEET GRAPHICS, WINDOW PRINT FILMS, AND MORE!
1.5% FINANCE CHARGE FOR INVOICES OVER 30 DAYS. Terms & Conditions Apply.
CENTERLINE SUPPLY, INC. - PHONE (210) 224-4600 - SASALES@CLSUSA.COM

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025
Department: City Secretary
Subject: Resolution 25-R-131 Reappointment of Brian Edgington to Board of Directors Place D-4 of Cibolo Local Government Corporation (Mayor/S.Edmondson)

Attachments

Resolution 25-R-131 Reappoint Brian Edgington-CVLGC

RESOLUTION 25-R-131

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS RE-APPOINTING MR. BRIAN EDGINGTON TO THE BOARD OF DIRECTORS PLACE D-4 OF THE CIBOLO VALLEY LOCAL GOVERNMENT CORPORATION, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City re-appoint Brian Edgington to serve on the Cibolo Valley Local Government Corporation ("CVLGC") Board of Directors Place D-4 for another four-year term ending on September 30, 2029 (the "Term"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to re-appoint Brian Edgington to the CVLGC Board of Directors Place D-4 for another four-year term; and

WHEREAS, Mr. Edgington desires to serve on the CVLGC Board of Directors Place D-4; therefore,

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

Section 1 . The City Council hereby appoints Brian Edgington to serve on the CVLGC Board of Directors, Place D-4, for the recommended four-year term ending September 30, 2029.

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, TRMC
City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025
Department: City Secretary
Subject: Resolution 25-R-130 - Appointment of Dan Swart to Cibolo Valley Local Government Corporation (Mayor/S.Edmondson)

Attachments

Resolution 25-R-130 Dan Swart

RESOLUTION 25-R-130

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPOINTING DAN SWART TO THE BOARD OF DIRECTORS PLACE D-2 OF THE CIBOLO VALLEY LOCAL GOVERNMENT CORPORATION FOR THE REMAINDER OF THE TERM ENDING SEPTEMBER 30, 2028.

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City appoint Mr. Dan Swart to serve on the Cibolo Valley Local Government Corporation ("CVLGC") Board of Directors Place D-2 for the unexpired term ending on September 30 (the "Term"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to appoint Mr. Dan Swart to the CVLGC Board of Directors Place D-2 for the unexpired term; and

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

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

Section 1. The City Council hereby appoints Mr. Dan Swart to serve the unexpired term for D-2 on the CVLGC Board of Directors, ending on September 30, 2028.

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

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

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

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

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

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

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

PASSED AND ADOPTED, this _____ day of _____ 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025
Department: Finance
Subject: Ordinance 25-T-038 - Authorizing an amendment to the Fiscal Year 2024-2025 Budget (S.Gonzalez/J.Walters)

BACKGROUND

The City's Fiscal Year (FY) 2024-2025 Budget was adopted with Ordinance 24-T-150. The budget outlines how the city will spend its annual revenues to best serve the community. The budget can be modified by council authorization when necessary throughout the year. As previously directed, staff will try to limit the number of budget adjustments that come to council throughout the year by bundling different budget requests together in one adjustment ordinance. This adjustment will adjust the budgets of multiple departments as needed, including to fund projects as previously authorized by the City Council. This adjustment will be for multiple departments.

This adjustment will move funds between departments as well as recognize additional sales taxes and fees to balance specific line items in the budget.

The Police Budget would increase by \$546,959.00 due to lower than expected vacancy rates and funding the remaining portion of the School Resource Officers approved in Ordinance 25-T-016. With the pay adjustments in FY 2023-24, police has seen much lower vacancy rates, being able to fill positions faster and reduce turnover. The budget was created with old trends in place which reduced the Police personnel budget from full year-round employment to an amount based on historic trends. This year beat those trends and the adjustment will be evaluated for an update over the next year.

The City Council Budget would increase by \$90,000.00 due to the higher election costs incurred from the special elections and run-off election. The City had 3 different elections in this fiscal year that were not budgeted. This includes the normal November election, the special December Election and the run-off in January.

The Pools Budget would increase by \$42,000.00 for the utility and repair costs incurred. Additional repairs were required above the normal budget. The water utility budget was also over due to these issues.

The Finance Budget would increase by \$6,000.00 for investment management fees incurred with higher levels of investment. Additional funds were invested with Hancock Whitney who serves as an Investment Advisor for the City to increase returns. Fees are based on the amount invested, causing higher fees in this fiscal year.

The City would increase the Building Maintenance Division Budget by \$20,000.00 for repair and maintenance supplies used in the fiscal year. Additional maintenance was done throughout the year including Library Carpet Cleaning, baby changing stations, and inspections for potential building issues.

The Projects/Transfer Out Budget would increase by \$248,292.00 for the remaining General Fund portion allocated for the Pedestrian Routes and Sidewalk Project funded by a combination of grants,

debt, and General Fund contribution. This was the sidewalk and road improvements done to Live Oak Road. Staff has finished its review of expenditures and ensured all pending grant payments to the City were received. The General Fund portion was originally funded from a previous year's Park Budget but had not been moved while staff waited to finish their review of final expenditures.

Offsetting some of the increases, the Legal Services Budget would be reduced \$10,000.00 to match actual expenditures and other reductions from Public Affairs Budget \$15,000.00 for personnel, the Engineering Budget \$8,835.00 for personnel, and the Streets Budget \$40,000.00 for personnel vacancy.

Offsetting the remainder of the increase, staff proposes to recognize an additional \$879,416 of sales taxes that came in over the original estimates. May, July, and August sales taxes received from the State were much higher than originally estimated. After review, staff determined these higher amounts were due to large one-time investments being made by existing business and would not be new recurring monthly contributions. These one-time amounts were high enough for the City to meet its budget in June, making the final quarter of the fiscal year sales taxes be above what was expected. While some of these funds would cover other revenue shortfalls, such as property taxes, staff proposes to use \$879,416 to fund the additional expenditures in this budget adjustment.

The Parks Budget would increase by \$55,000.00 for lower than expected personnel vacancy and recognize an additional \$55,000.00 in fees related to 4th of July Jubilee proceeds, Senior Center Meals, BVYA and SYSA utility payments, and recreation programs to offset the increase.

These expenditures and revenues were included in the 5-year forecast done in coordination with the FY 2025-26 Budget and Tax Rate planning and are in line with those estimates.

GOAL

To adjust the budget and align additional revenues to expenditures for FY 2024-2025.

COMMUNITY BENEFIT

To maintain a complete and balanced budget as identified as a goal in the City's Strategic Plan and that meets State and Charter requirements.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Ordinance 25-T-038

FISCAL IMPACT

The budget adjustment will increase the General Fund Budget for FY 2024-25 by \$934,416. This will be offset by \$879,416 in additional sales taxes received and \$55,000 in additional Park fees above expectations. The impacts of these changes were included in the 5 year forecast when creating the FY 2025-26 Budget.

RECOMMENDATION

Staff recommends approval of Ordinance 25-T-038

Attachments

Ordinance 25-T-038 Amending the Budget
Adjustment Breakdown

ORDINANCE NO. 25-T-038

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ADJUSTMENT TO THE FISCAL YEAR 2024-2025 BUDGET, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance 24-T-150, the City of Schertz (the “**City**”) adopted the budget for the City for the fiscal year 2024-2025 (the “**Budget**”), which provides funding for the City’s operations throughout the 2024-2025 fiscal year; and

WHEREAS, the City needs to authorized budget amounts of \$934,416.00 for expenditures approved by contract or direction during the 2024-25 Fiscal Year ; and

WHEREAS, City staff recommends that the City Council of the City adjust the Budget and approve the ordinance; and

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to adjust the and re-authorize the funds as more fully set forth in this Ordinance.

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

Section 1. The City shall increase the Police Budget by \$546,959.00 due to lower than expected vacancy rates and funding the remaining portion of the Study Resource Officers approved in Ordinance 25-T-016.

Section 2. The City shall increase the City Council Budget by \$90,000.00 due to the higher election costs incurred from the special elections and run-off election.

Section 3. The City shall increase the Pools Budget by \$42,000.00 for the utility and repair costs incurred.

Section 4. The City shall increase the Finance Budget by \$6,000.00 for investment management fees incurred with higher levels of investment.

Section 5. The City shall increase Building Maintenance Division Budget by \$20,000.00 for repair and maintenance supplies used in the fiscal year.

Section 6. The City shall decrease the Legal Services Budget by \$10,000.00 to match actual expenditures and the Public Affairs Budget \$15,000.00 for personnel, the Engineering Budget \$8,835.00 for personnel, and the Streets Budget \$40,000.00 for personnel vacancy.

Section 7. The City shall increase the Parks Budget by \$55,000.00 for lower than expected personnel vacancy and recognize an additional \$55,000.00 in fees related to 4th of July Jubilee proceeds, Senior Center Meals, BVYA and SYSA utility payments, and recreation programs.

Section 8. The City shall increase the Projects Transfer Out to \$248,292.00 that is the remaining General Fund portion allocated for the Pedestrian Routes and Sidewalk Project funded by a combination of grants, debt, and General Fund contribution.

Section 9. The City shall recognize an additional \$879,416.00 in Sales Taxes received above expectation to compensate for the additional expenditures.

Section 10. 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 11. 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 12. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 13. 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 14. 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 15. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED and APPROVED, the ____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

	<u>Expenditures</u>	<u>Revenue</u>	
<u>City Council</u>			
City Elections	\$ 90,000		Election overage due to special elections and run-off
<u>Police</u>			
Personnel	\$ 546,959		Lower than expected vacancy rate additional funding for Study Resource Officers
<u>Pools</u>			
Utilities	\$ 32,000		Additional costs of utilities and repairs
Repairs	\$ 10,000		
<u>Finance</u>			
Operating	\$ 6,000		Investment management fees were higher due to higher balances in their account
<u>Building Maint</u>			
Supplies	\$ 20,000		Additional supplies needed for emergency maintenance repairs
<u>Projects/Transfers</u>			
Transfer Out	\$ 248,292		Balance project for Pedestrian Routes and Sidewalks
<u>Legal Services</u>			
Legal Services	\$ (10,000)		Adjust to actual
<u>Public Affairs</u>			
Personnel	\$ (15,000)		Higher vacancy rate
<u>Engineering</u>			
Personnel	\$ (8,835)		Higher vacancy rate
<u>Streets</u>			
Personnel	\$ (40,000)		Higher vacancy rate
<u>Parks</u>			
Personnel	\$ 55,000		Lower than expected vacancy rate
Revenue		\$ (55,000)	Additional 4th of July Proceeds, Utility Payments, Recreation Programs, and Senior Center Meal Fees
<u>NonDepartmental</u>			
Sales Tax		\$ (879,416)	
Total:	\$ 934,416	\$ (934,416)	

	<u>Expenditures</u>	<u>Revenue</u>	
<u>City Council</u>			
City Elections	\$ 90,000		Election overage due to special elections and run-off
<u>Police</u>			
Personnel	\$ 546,959		Lower than expected vacancy rate additional funding for Study Resource Officers
<u>Pools</u>			
Utilities	\$ 32,000		Additional costs of utilities and repairs
Repairs	\$ 10,000		
<u>Finance</u>			
Operating	\$ 6,000		Investment management fees were higher due to higher balances in their account
<u>Building Maint</u>			
Supplies	\$ 20,000		Additional supplies needed for emergency maintenance repairs
<u>Projects/Transfers</u>			
Transfer Out	\$ 248,292		Balance project for Pedestrian Routes and Sidewalks
<u>Legal Services</u>			
Legal Services	\$ (10,000)		Adjust to actual
<u>Public Affairs</u>			
Personnel	\$ (15,000)		Higher vacancy rate
<u>Engineering</u>			
Personnel	\$ (8,835)		Higher vacancy rate
<u>Streets</u>			
Personnel	\$ (40,000)		Higher vacancy rate
<u>Parks</u>			
Personnel	\$ 55,000		Lower than expected vacancy rate
Revenue		\$ (55,000)	Additional 4th of July Proceeds, Utility Payments, Recreation Programs, and Senior Center Meal Fees
<u>NonDepartmental</u>			
Sales Tax		\$ (879,416)	
Total:	\$ 934,416	\$ (934,416)	

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025
Department: Executive Team
Subject: Resolution 25-R-125 - Amending the Main Street Area Preservation Incentive Program and the Main Street Local Flavor Economic Development Program (S.Williams/B.James)

BACKGROUND

The Schertz Main Street Area Preservation Incentive Grant was last amended in November of 2022 and the Schertz Main Street Local Flavor Economic Development Grant was last amended in April of 2022. The Main Street Area Preservation Incentive Grant is for historic structures and thus these applications are reviewed and recommended by the Schertz Historical Preservation Committee (SHPC) prior to coming to City Council. Hotel Occupancy Funds are used to pay for these grants. These grants can be used for both residential and commercial structures. The Schertz Main Street Local Flavor Economic Development Grant applies only to commercial properties and are only reviewed and approved by City Council. General Fund dollars are used to pay for these grants.

Based on inquiries from property owners, staff sought input from the SHPC and the Main Street Committee. The first proposed change is to the Schertz Main Street Area Preservation Incentive Grant is to create a grant category similar to the sitework grant category of the Schertz Main Street Local Flavor Economic Development Grant for the Schertz Main Street Area Preservation Incentive Grant to allow properties in the Preservation Incentive Area or that have a Landmark Property Designation that do not have a structure to apply for a grant for flatwork. The grant would be up to \$20,000 (for work costing up to \$40,000).

The other change is to the Schertz Main Street Local Flavor Economic Development Grant is to clarify that in order to be eligible for a grant, the structure has to have a commercial component - it cannot be solely residential, including if it is a multifamily use. If the structure has a commercial and residential use, it is eligible for the Schertz Main Street Local Flavor Economic Development Grant.

GOAL

Promote the history and culture of the City of Schertz to tourists and residents.

COMMUNITY BENEFIT

Recognize and preserve historic structures in the City.

SUMMARY OF RECOMMENDED ACTION

This action in and of itself will have no fiscal impact, as individual grants must still be approved by City Council. It could increase the number of grants approved as it allows properties with no structures to seek flatwork grant and it clarifies that mixed use structures are eligible for grants.

RECOMMENDATION

Approval of Resolution 25-R-125

Attachments

Resolution 25-R-125 with attachments

RESOLUTION 25-R-125

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE SCHERTZ MAIN STREET AREA PRESERVATION INCENTIVE PROGRAM AND THE SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT PROGRAM CITY OF SCHERTZ, TEXAS, AND RELATED MATTERS IN CONNECTION THEREWITH.

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

WHEREAS, The program is intended to stabilize and improve property values; and

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

WHEREAS, Strengthen the economy of the city by protecting and enhancing the attractiveness of no only the Main Street area to residents and visitors, as well as provide support and stimulus to businesses, but also the surrounding areas of the City; and

WHEREAS, given the aims of the Comprehensive Plan as it relates to preserving the City's history and in particular the desire to foster commercial development that serves tourists and residents; and

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

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

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

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

WHEREAS, the City of Schertz is recommending amendment to the programs to better achieve the aims outlined above.

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

Section 1. The City Council hereby amends the Schertz Main Street Area Preservation Incentive Program and the Schertz Main Street Local Flavor Economic Development Program as outlined in Exhibit “A” – Schertz Main Street Area Incentive Program Summary and authorizing the City Manager and City Attorney to amend the grant agreement accordingly.

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 APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"

Schertz Main Street Area Preservation Incentive Program

Schertz Main Street Area
Preservation Incentive Program
City of Schertz

Section 1.1 Purpose

The City of Schertz finds that promoting the enhancement and perpetuation of structures of historical importance and significance are necessary to promote the economic, cultural, educational and general welfare of the public. The area around Main Street in Schertz once served as commercial and social hub of the community. The City seeks to improve the image of the area around Main Street through historic restoration and rehabilitation of structures in the Main Street area to serve as a commercial, social, cultural and tourism hub of the City. The program is intended to:

- a) Protect, enhance, and preserve the historic resources and landmarks which represent distinctive elements of Schertz' historic, architectural, economic, cultural, and social heritage by providing property owners and incentive for protecting their property;
- b) Stabilize and improve property values;
- c) Foster civic pride in the beauty and accomplishments of the past, and to promote the use of the historic structures for the culture, education, and general welfare of residents, and;
- d) Strengthen the economy of the city by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support and stimulus to businesses.

In order to facilitate the preservation of historic structures to promote the economic vitality of the Main Street area as a tourist destination, the City of Schertz is offering incentives that will serve to improve existing properties and businesses within this area.

Section 1.2 Administration

The program will be administered by the City of Schertz Building Inspections Division.

Section 1.3 Eligibility Criteria

All of the following eligibility criteria must be met:

- a) Structures must have been constructed more than 50 years prior to the date of application.
- b) Property must be located within the Main Street Incentive Area or have received a Schertz Historic Preservation Committee Landmark Property Designation. See attached map.
- c) All taxes and government fees must be current on the property.

Section 1.4 Types of Grant Assistance

Funding for this program is generated by the Hotel Occupancy Tax (HOT) funds.

- a) Program assistance is available to owners of structures used for commercial purposes who make verified exterior improvements (however limited to comprehensive maintenance and rehabilitation painting, roof, windows, foundation, façade restoration including replacing windows, wall repairs, brick re-pointing, replacing and exposing transom windows; and improvements necessary to stabilize a structure) consistent with applicable codes, or who make verified interior improvements to upgrade interior systems to current building codes (however limited to sanitary sewer lines, fire, HVAC, insulation, electrical, plumbing, or a combination of interior or exterior improvements) and which are approved in advance by the Schertz Historical Preservation Committee and City Council. Grants are available with a cap of \$20,000 per property.
- b) Program assistance is available to owners of structures used for residential who make verified exterior structural or aesthetic modifications/improvements including but not limited to the roof, foundation, and wall repairs including brick re-pointing. Grants are available with a cap of \$20,000 per property.
- c) Site Improvement Grant – grants are available for properties without a structure that are not intended to be developed for a single family residential use. Site improvements that help add visual appeal and functional use of the property. Qualifying site improvements include: landscaping, exterior lighting, sidewalks and driveway improvements, parking lot improvements, and outdoor seating areas. Site Improvement Grant recipients may receive up to \$20,000 per property.
- d) Grants will not be provided for work already completed or which is begun prior to approval of the grant application.
- e) Funds will be provided on a 50/50 matching basis. In kind contributions may be counted toward the match requirement.

Section 1.5 Grant Application Procedures

At the start of the fiscal year, the city will promote the amount of funding available. Applications will be received throughout the fiscal year, subject to the availability of funds.

- a) Property owner submit an application along with any required supporting documentation (i.e. drawings, total project cost estimate, photographs, contactor bids, tax certificates, etc.). Applications will be reviewed by the Building Inspections Staff for completeness.
- b) After submittal of a grant request, a preliminary site visit will be made by the Building Inspections Staff along with the Chairperson of the Schertz Historical Preservation Committee.
- c) Applications will be reviewed and evaluated by the Schertz Historical Preservation Committee. The Committee will evaluate the application based on the Secretary of the Interior's Standards for Rehabilitation. The Committee's recommendation will be forwarded to the City Council for review and approval.

- d) City Council will decide which entities qualify for assistance based on the architectural value of their proposed projects to the City of Schertz, the compatibility of the proposed projects with the Main Street Area, and the cost effectiveness of the proposed project in relation to the proposed amount of the grant.
- e) The property owner and City will execute a Grant Agreement detailing the obligations of the grantee, the method and timing of reimbursement, and outlining the scope of work eligible for reimbursement.
- f) Work must be completed within one year from the date of execution of the Grant Agreement, however; the Historical Preservation Committee may grant an extension of up to one year.

Exhibit "B"

Schertz Main Street Local Flavor Economic Development Program

Schertz Main Street Local Flavor Economic Development Program

Section 1.1 Purpose

The City of Schertz finds that promotion and enhancement of commercial activity along Main Street is necessary to promote the economic, cultural, and general welfare of the public. The area around Main Street in Schertz once served as the commercial and social hub of the community. The City seeks to improve the image of the area around Main Street through an inducement of public money to promote local economic development and to stimulate business and commercial activities in the City. The program is intended to:

- a) Encourage the attraction of small businesses that will create local charm and help develop a sense of place in and around Main Street;
- b) Promote commercial development;
- c) Stabilize and improve property values;
- d) Foster civic pride in the beauty and accomplishments of the past, and to promote the use of the historic structures for the culture, education, and general welfare of residents, and;
- e) Strengthen the economy of the city by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support and stimulus to businesses.

In order to facilitate the promotion and enhancement of commercial activity, the City of Schertz is offering grants that will serve to help new and existing businesses and properties within this area.

Section 1.2 Administration

The program will be administered by the City Manager and or his/her designee.

Section 1.3 Eligibility Criteria

All of the following eligibility criteria must be met:

- a) The business and property must be located along Main Street between Schertz Parkway and Aviation Boulevard.
- b) All taxes and government fees must be current on the property.
- c) The business and property owner has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Schertz and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.
- d) Structures with both a residential and commercial use are eligible for the grant. Structures with just a residential use, including just a multi-family use are not eligible.

Section 1.4 Types of Grant Assistance

Funding for this program is provided annually through the City of Schertz General Fund in accordance with Chapter 380.001 of the Texas Local Government Code. The amount of money allocated each year shall be at the discretion of the City Council. Funds are made available on a

first-come-first-serve basis. Grants will not be provided for work already completed unless it is a repair or replacement and for which the grant is applied for within 14 days of beginning the work or which has begun prior to submittal of the grant application.

ANNUAL GRANT

Funds are provided on a 50/50 matching basis, in-kind contributions may be counted toward the matching requirement. No more than \$40,000 in grants may be received per property over a 5-year period. All improvements must conform to City regulations and building codes and receive approval by the City Council. All grants are paid out upon completion of the project or increments of the project.

- a) Signage Improvement Grant – grants are available for both new signs and the renovation of existing signs. Signage Improvement Grant recipients may receive up to \$5,000 per property.
- b) Façade Improvement Grant – grants are available for façade improvements that help improve the curb appeal of the property. Qualifying façade improvements include: painting, roof, windows, foundation, facade restoration including replacing windows, wall repairs, brick re-pointing, replacing and exposing transom windows; and improvements necessary to stabilize a structure. Facade Improvement Grants recipients may receive up to \$20,000 per property.
- c) Site Improvement Grant – grants are available for site improvements that help add visual appeal and functional use of the property. Qualifying site improvements include: landscaping, exterior lighting, sidewalks and driveway improvements, parking lot improvements, and outdoor seating areas. Site Improvement Grant recipients may receive up to \$20,000 per property.
- d) Capital Equipment Grant – grants are available for capital equipment. Qualifying capital equipment are durable items used to produce a good or service and has a life expectancy of more than five years. Capital Equipment Grant recipients may receive up to \$2,500 per property.
- e) Systems Grant – grants are available for upgrades to wiring, plumbing, HVAC, insulation, etc. Systems Grant recipients may receive up to \$15,000 per property.

NEW CONSTRUCTION GRANT

Funds are provided on a 1/4 matching basis, in-kind contributions cannot be counted toward the matching requirement. No more than \$60,000 in grants may be received per property and no additional Schertz Main Street Local Flavor Economic Development Grant maybe received for 5 years from date of approval. All improvements must conform to City regulations and building codes and receive approval by the City Council. All grants are paid out upon completion of the project.

- a) New Construction Grant – for the costs associated with actual construction of the structure, not including site work or FF&E.

Section 1.5 Grant Application Procedures

At the start of the fiscal year, the city will promote the amount of funding available. Applications will be received throughout the fiscal year, subject to the availability of funds.

- a) Property owner submit a letter along with any required supporting documentation (i.e. drawings, total project cost estimate, photographs, contractor bids, tax certificates, etc.). Applications will be reviewed by the City Manager's Office for completeness. Changes to elevations of a structure require a elevation drawings. If changes of the exterior color are proposed to occur that new color palette must be provided. Changes to exterior not approved as part of the grant application may be grounds for denial of payment.
- b) After submittal of a grant request, a preliminary site visit will be made by a representative of the City Manager's Office.
- c) City Council will decide which entities qualify for assistance based on the perceived value of their proposed projects to the City of Schertz, the compatibility of the proposed projects with the Main Street Area, and the cost effectiveness of the proposed project in relation to the proposed amount of the grant.
- d) The property owner and City will execute a Grant Agreement detailing the obligations of the grantee, the method and timing of reimbursement, and outlining the scope of work eligible for reimbursement.
- e) Work must be completed within one year from the date of execution of the Grant Agreement, however; the City Manager may grant an extension of up to one year.

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025
Department: Executive Team
Subject: Resolution 25-R-127 - Approving a Schertz Main Street Local Flavor Economic Development Grant for 534 Main (S.Williams/B.James)

BACKGROUND

The owner of the property at 534 Main Street (Sue's Stitch N Sew) is applying for a Main Street Local Flavor Economic Grant for air conditioner work as well as roof work. The applicant had sought information on the grant prior to the HVAC work, and proceeded with that work under the provisions in the Main Street Local Flavor Economic Development Grant program that allows applicants to see a grant after work is done if they reached out to Staff prior to that work. One issue that delayed the grant was seeking clarification on mixed-use buildings (residential and commercial). The grant is for up to \$3,965.15 (the work costing \$7,930.31). This work falls under the systems category of grants. The applicant is also seeking up to \$12,750 (work costing \$25,500) for replacement of the roof with a new red standing seam metal roof. The property owner has previously received \$3,472.60 in Main Street Local Flavor Economic Development Grants for a fence.

GOAL

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

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 25-R-127 authorizing a Schertz Main Street Local Flavor Economic Development Grant for up to \$16,715.15 for 534 Main Street.

FISCAL IMPACT

The fiscal impact of this grant is up to \$16,715.15. So far this fiscal year, \$66,549.71 have been paid for Main Street Local Flavor Economic Development Grants. No Main Street Local Flavor Economic Development Grants are outstanding.

RECOMMENDATION

Approval of Resolution 25-R-127

Attachments

Resolution 25-R-127 with attachment

RESOLUTION 25-R-127

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING APPROVING A REQUEST FOR A SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT GRANT FOR 534 MAIN STREET.

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

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

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

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

WHEREAS, the City of Schertz desires to strengthen the economy of the city by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support and stimulus to businesses; and

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

WHEREAS, staff is in support of this program and recommends approval of the grant request for 534 Main for up to \$16,715.15.

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

Section 1. The City Council hereby approves the Schertz Main Street Local Flavor Economic Development Grant request for 534 Main Street subject to the approved criteria of the program and execution of a funding agreement generally as outlined in Exhibit "A".

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

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

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

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

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

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

PASSED AND APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"

Main Street Local Flavor Grant Funding Agreement

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT PROGRAM
FUNDING AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND SUE
ANN CHERRINE FOR EXPENDITURE OF LOCAL FLAVOR GRANT FUNDS

This Local Flavor Development Program Funding Agreement (AGREEMENT) is made and entered into by and between the City of Schertz, Texas (CITY) and Sue Ann Cherrine (the “OWNER”).

WHEREAS, the OWNER has developed a proposal to make improvements to the HVAC System and Roof to 534 Main (the “Project”); and

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

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

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

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

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

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

WHEREAS, the City Council of the City of Schertz desires to provide funds to Sue Ann Cherrine (OWNER).

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

GENERAL PROVISIONS

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

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

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

Section 4. Authorization of Payment. Subject to the OWNER'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the TENANT up to fifty percent (50%) of the Project. The Project is estimated to be \$33,430.13 and fifty percent of which, is capped at \$16,715.15 and is the total amount of grant money for which the project is eligible. Work within the systems grant category is capped at \$15,000 and at \$20,000 for facade. Payment(s) will be made within forty-five (45) days of acceptance of the complete Post Event Report. Partial or incomplete reports will not be accepted. Only expenditures that meet Chapter 351 of the Tax Code and this AGREEMENT shall be reimbursed.

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

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

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

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

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

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

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

to the CITY at:

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

To: Sue Ann Cherrine
534 Main
Schertz, Texas 78154

MISCELLANEOUS

Section 11. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written agreement approved by the governing bodies of each party and duly executed by both parties.

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

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

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

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

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

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

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

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

IN WITNESS HEREOF, the CITY and ENTITY make and execute this AGREEMENT to be effective this _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

City Manager

Owner, Sue Ann Cherrine

ATTEST:

City Secretary

EXHIBIT A

AC and Roof Work



908 Curtiss Street
Schertz, TX 78154
Call or Text (800) 328-0630

Invoice 158769448
Invoice Date 6/19/2025
Completed Date
Customer PO
Payment Term Due Upon Receipt

Billing Address
Wells Fargo Retail Services Financing
800 Walnut Street
Des Moines, IA 50309 USA

Job Address
Sue's Stitch N' Sew
534 Main Street
Schertz, TX 78154 USA

Description of work

Task #	Description	Quantity	Price	Total
Daikin Minisplit 24K	This Daiken 24k Mini split system includes the following items at no additional cost: <ul style="list-style-type: none"> • Daiken Condensing Unit • Daiken Head • Lineset cover • Supplies 	1.00	\$6,300.00	\$6,300.00
Res.HVAC-Hourly	Mini split bracket	1.00	\$385.00	\$385.00
Sub-Total				\$6,695.00
Schertz 0%				\$0.00
Schertz 8.25%				\$212.86
Total Due				\$6,907.86
Payment				\$0.00
Balance Due				\$6,907.86

Regulated by The Texas Department of Licensing and Regulation
P.O. Box 12157, Austin, Texas 78711
1-800-803-9202, 512-463-6599
www.tdlr.texas.gov

License # TAQLB00116382E

GVEC Home Services, Inc. Authorization:

I authorize GVEC Home Services, Inc. to proceed with the work specified for \$6,907.86. I am comfortable with the description provided to me by Ricardo Reyes. I have the authority to order the above work and do so order as outlined above. It is agreed that GVEC Home Services, Inc. will retain title to any equipment or material furnished until final and complete payment is made, and if the settlement is not made as agreed, GVEC Home Services, Inc. shall have the right to remove same and GVEC Home Services, Inc. will be held harmless for any damages resulting from the removal thereof. I agree that GVEC Home Services, Inc may contact me by telephone at any telephone number provided to my account, including wireless telephone numbers, which could result in charges to me. I can also be contacted by text messages or emails, using any email address I have provided. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable.

GVEC Home Services, Inc. Acknowledgment:

I acknowledge the work accomplished today by Ricardo Reyes meets and/or exceeds my expectations. I further acknowledge the work accomplished today is in line with what I previously authorized in the amount of \$6,907.86.



908 Curtiss Street
Schertz, TX 78154
Call or Text (800) 328-0630

Invoice 158769833
Invoice Date 6/19/2025
Completed Date
Customer PO
Payment Term Due Upon Receipt

Billing Address
Wells Fargo Retail Services Financing
800 Walnut Street
Des Moines, IA 50309 USA

Job Address
Sue's Stitch N' Sew
534 Main Street
Schertz, TX 78154 USA

Description of work

Task #	Description	Quantity	Price	Total
Condenser Electrical Circuit	This is a flat-rate pricing structure to install an additional electrical circuit to the condensing unit. This includes all labor and materials for the electrical installation. <ul style="list-style-type: none"> • 8-2/8-3 Copper Romex • Specified Two Pole Breaker • Conduit where exposed to weather conditions • installed in accordance with 2020 NEC 	1.00	\$999.99	\$999.99

Sub-Total	\$999.99
Schertz 0%	\$0.00
Schertz 8.25%	\$22.46
Total Due	\$1,022.45
Payment	\$0.00
Balance Due	\$1,022.45

Regulated by The Texas Department of Licensing and Regulation
P.O. Box 12157, Austin, Texas 78711
1-800-803-9202, 512-463-6599
www.tdlr.texas.gov

Electrical Contractor License # 32802

Estimates are good for 7 days

GVEC Home Services, Inc. Authorization:

I authorize GVEC Home Services, Inc. to proceed with the work specified for \$1,022.45. I am comfortable with the description provided to me by Kent Lorentz. I have the authority to order the above work and do so order as outlined above. It is agreed that GVEC Home Services, Inc. will retain title to any equipment or material furnished until final and complete payment is made, and if the settlement is not made as agreed, GVEC Home Services, Inc. shall have the right to remove same and GVEC Home Services, Inc. will be held harmless for any damages resulting from the removal thereof. I agree that GVEC Home Services, Inc may contact me by telephone at any telephone number provided to my account, including wireless telephone numbers, which could result in charges to me. I can also be contacted by text messages or emails, using any email address I have provided. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable.

GVEC Home Services, Inc. Acknowledgment:

I acknowledge the work accomplished today by Kent Lorentz meets and/or exceeds my expectations. I further acknowledge the work accomplished today is in line with what I previously authorized in the amount of \$1,022.45.

AUTHORIZATION PAGE

- | | | |
|--|-------------|--|
| <input type="checkbox"/> Good-Tamko | \$13,500.00 | Project: 3410907 |
| <input type="checkbox"/> Better - OAKRIDGE® | \$15,000.00 | Name: Sue Cherrine |
| <input checked="" type="checkbox"/> Best - Metal Standing Seam | \$25,500.00 | Address: 534 Main Street, Schertz, TX |

Estimates valid for 30 days from date of estimate / A 50% deposit is required before any project begins

Final Price \$25,500.00

Customer Comments / Notes

My Product Selections

Shingle Color

Metal Color

Red

Gutter Color

Sue Cherrine:

sue ann cherrine

Date: 8/22/2025

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025
Department: Executive Team
Subject: Resolution 25-R-129 - Authorizing a contract with the Cibolo Creek Municipal Authority (CCMA) for the expansion of the South Wastewater Treatment Plant (S.Williams/B.James)

BACKGROUND

The Cibolo Creek Municipal Authority (CCMA) provides wastewater treatment services for most of the City of Schertz as well as areas outside of the City of Schertz. CCMA operates two wastewater treatment plants, the Odo J. Riedel Regional Water Reclamation Plant which is off of Schaeffer Road and serves northern Schertz and the South Plant that as the name implies serves southern Schertz. Staff presented a worksession item to City Council on April 15, 2025 about the need to quickly move forward in partnership with CCMA to expand the South Plant (presentation attached). Council provided direction to move forward with CCMA on the plant expansion. Background from that presentation is below.

In late 2014, the City entered into the Southern Plan Wastewater Services and Funding Agreement By and Among Cibolo Creek Municipal Authority, City of Schertz and City of Cibolo to provide for construction of the CCMA South Sewer Treatment Plant. There was a subsequent amendment and a related agreement also approved. The effect of the agreements is that CCMA would build a 500,000-gallons per day sewer treatment plant. Schertz would pay the bonds for the first 10 years. Cibolo would have to decide by late 2023 whether they would opt in to the plant - if they did they would have rights to half of the capacity, but would pay half of the cost (splitting the next 10 years bond payments with Schertz and paying the last 10 themselves). If they did not opt in, Schertz would pay all of the bond costs, but have rights to all of the capacity. In December 2022, the City and Green Valley Municipal Utility District (GVSUD) entered into a mediated settlement agreement. Per that agreement, the City assigned 75,000 gallons per day to GVSUD at not cost and agreed to provide another 50,000 gallons per day with GVSUD paying Schertz's cost for this capacity. So, in total, the City gave up 125,000 gallons per day of capacity to GVSUD. Cibolo asked for a few extensions to make their decision, but ultimately in early 2024 they opted in. As such, they have rights to half of the 500,000 gallons per day of capacity. As a result of this, Schertz has only 125,000 gallons per day of capacity in the plant. At present, only Schertz is contributing flows to the plant. With the Woman Hollering Creek Trunk Line and Lift Station coming online in the last few months, Schertz staff has been able to calculate actual flows from wastewater that was being treated by the Crossvine batch plant, was being pumped and hauled, and from projects that came online at the same time.

As a result, Schertz is already using its allocated 125,000 gallons per day of capacity. There are a number of projects in process that would have to lift up north to the OJR Plant or provide for pump and haul if the City does not obtain more capacity. Schertz has reached out to Cibolo and GVSUD about utilizing their capacity until the plant can be expanded. Schertz has initiated conversations with CCMA and the City of Cibolo about the need to expand the plant. Also, per the settlement agreement, CCMA is required to notify GVSUD about the contemplated expansion so they can determine if they

want to participate. Schertz anticipates needing an additional approximately 1,250,000 gallons per day of capacity.

GOAL

Provide for the City's strategic goal of developing and maintaining water, wastewater and drainage infrastructure.

COMMUNITY BENEFIT

Provide for the efficient treatment of wastewater.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 25-R-129 authorizing an Interlocal Agreement with the Cibolo Creek Municipal Authority for the expansion of the south wastewater treatment plant.

FISCAL IMPACT

The agreement provides the City must give prior approval to any bond issuance. At that time costs will be finalized. The estimated cost to the City of the improvements for design and construction is currently estimated to be \$24.5 million for an additional 1.375 million gallons per day.

RECOMMENDATION

Approval of Resolution 25-R-129.

Attachments

Resolution 25-R-129 with attachment
South plant expansion presentation April 15

RESOLUTION 25-R-129

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND THE CIBOLO CREEK MUNICIPAL AUTHORITY REGARDING THE SOUTH WASTEWATER TREATMENT PLANT EXPANSION PROJECT, AND RELATED MATTERS IN CONNECTION THEREWITH.

WHEREAS, The City Council of the City of Schertz, Texas (the City) has previously discussed and desires to participate in the design and construction of the expansion of the south wastewater treatment plant that is owned, managed, maintained, and operated by the Cibolo Creek Municipal Authority (the Authority); and

WHEREAS, the City is faced with future growth within its city limits in the vicinity of Interstate Highway 10 and Cibolo Creek for which additional wastewater treatment facilities will be needed; and

WHEREAS, the Authority is the regional agency designated to provide regional wastewater service in the Cibolo Creek Watershed in the vicinity of the City; and

WHEREAS, The Board of Directors of the Authority also wants to participate in the design and construction of the South Plant; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services, and pursuant to Chapter 791, Texas Government Code, as amended, and the general and special laws of the State of Texas, the Parties are authorized to enter into such an inter-local agreement; and

WHEREAS, the City staff of the City has recommended that the City enter into an inter-local agreement with the Authority for the purchase provided for herein; and

WHEREAS, the City Council has determined that it is in the best interest of the City to into said inter-local agreement.

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

Section 1. The City Council hereby authorizes the City Manager to enter into the agreement generally in the form attached, subject to minor changes approved by the City Manager and City attorney, generally per the attached Exhibit "A" – Regional Wastewater Treatment Contract South Wastewater Treatment Plant Expansion Project.

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

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

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

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

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

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

PASSED AND APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"

Regional Wastewater Treatment Contract South Wastewater Treatment Plant Expansion Project

DRAFT

REGIONAL WASTEWATER TREATMENT CONTRACT

_____, 2025

between

CIBOLO CREEK MUNICIPAL AUTHORITY

and

CITY OF SCHERTZ, TEXAS

SOUTH WASTEWATER TREATMENT PLANT EXPANSION PROJECT

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REGIONAL WASTEWATER TREATMENT CONTRACT

THIS REGIONAL WASTEWATER TREATMENT CONTRACT (this “Contract”) dated as of the _____, 2025 (the “Contract Date”) is between the CIBOLO CREEK MUNICIPAL AUTHORITY, a regional conservation and reclamation district created under and essential to accomplish the purposes of Article XVI, Section 59 of the Constitution of the State of Texas and Chapter 8166, Texas Special District Local Laws (the “Authority”) and the CITY OF SCHERTZ, TEXAS, a home rule municipality (the “City of Schertz” or the “Original Participating Member”, which, together with any Additional Participating Members (hereinafter defined), are collectively or individually referred to herein as the “Participating Members”).

P R E A M B L E A N D W I T N E S S E T H :

WHEREAS, the Act (hereinafter defined) provides that the Authority is vested with and has the right to exercise all of the rights, powers, privileges, authority, and functions conferred by the general laws of the State of Texas applicable to a river authority pursuant to Chapter 30, Texas Water Code, as amended, and to municipal utility districts, including without limitation those conferred by Chapter 54, Title 4, Texas Water Code, as amended; and

WHEREAS, the Authority’s boundaries currently include all of the territory located in the service area of its members as provided in their respective certificates of convenience and necessity issued by the Texas Commission on Environmental Quality (the “Commission”); and

WHEREAS, the Authority has previously issued two series of bonds (together, the “Original Bonds”) to finance the acquisition, construction, building, owning, expansion, improvement, renovation, equipment, operation, and maintenance of a regional wastewater treatment facility and certain related transmission lines (known as the “South Wastewater Treatment Plant Project”); and

WHEREAS, the South Wastewater Treatment Plant current service area is indicated in Exhibit D, as may be updated from time to time; and

WHEREAS, the Original Bonds are special obligations of the Authority payable from and secured solely by a lien on and pledge of certain revenues paid to the Authority by the City of Schertz pursuant that certain “Regional Wastewater Treatment Contract” dated as of September 11, 2014 by and between the City of Schertz and the Authority (the “Original Regional Wastewater Treatment Contract”), and such revenues do not include revenues derived from the OJR Plant (as defined below); and

WHEREAS, the Original Regional Wastewater Treatment Contract and Original Bonds are separate from and not related to the Odo J. Reidel Wastewater Treatment Plant (“OJR Plant”); and

WHEREAS, through an interlocal agreement with the City of Schertz, the City of Cibolo currently utilizes a portion of the treatment capacity in the South Wastewater Treatment Plant Project and, through the interlocal agreement, is responsible for a portion of the costs associated with the construction and operation of the South Wastewater Treatment Plant Project; and

WHEREAS, the Authority plans to expand, improve, renovate, equip, operate, and maintain the Original System (hereinafter defined) (the “Expansion Project”) for the benefit of the Cities of Schertz and Cibolo; and

WHEREAS, to finance the costs of the Expansion Project, the Authority intends to issue one or more series of its contract revenue bonds or other debt obligations (collectively, the “Bonds”), pursuant to a public, competitive, or negotiated sale, to be secured by and payable from revenues received by the Authority, in part, pursuant to this Contract, as well as revenues received by the Authority pursuant to any other regional wastewater treatment contracts entered into between the Authority and its other customers of the Expansion Project (the Participating Members and such other customers pursuant to their respective contract, collectively, the “Customers”); and

WHEREAS, the Bonds shall constitute “Special Project Bonds,” as defined and authorized in the orders authorizing the issuance of the respective series of Original Bonds (together, the “Original Bond Resolution”) and as used in the Original Regional Wastewater Treatment Contract; and

WHEREAS, for and in consideration of the Authority to receive wastewater for treatment as provided herein, the Participating Members, pursuant to this Contract, and the other Customers pursuant to their respective contract, are willing and have agreed to contract with the Authority to deliver wastewater to the Expansion Project and to pay their respective costs of the Expansion Project by assisting in the amortization of the principal of and interest on the Bonds and paying their respective share of the Authority’s Operation and Maintenance Expenses (hereinafter defined); and

WHEREAS, the Authority and the Participating Members are authorized to enter into this Contract pursuant to the Authority’s enabling statute, Chapter 8166, Texas Special District Local Laws Code, as amended (the “Act”) and Chapter 791, Texas Government Code, as amended (the “Interlocal Cooperation Act”), and other applicable laws; and

WHEREAS, the Authority agrees that the Participating Members shall continue to own their respective Certificates of Convenience and Necessity issued by the Commission, shall continue to own and operate their respective utility systems; and

WHEREAS, the Participating Members, pursuant to this Contract, and the other Customers pursuant to their respective contract, propose to pay their share of costs of the Expansion Project and the Bonds based upon a rate methodology to be developed by the Authority or in proportion to the respective amounts of wastewater each has agreed to deliver under their respective contract; and

WHEREAS, the Participating Members acknowledge the Authority’s ability to expand the System through the issuance of Special Project Bonds supported by contracts with the City of Schertz, Texas and the City of Cibolo, Texas (each an “Original Customer” and, together, the “Original Customers”), Additional Participating Members, Customers, or any future members of the Authority, with or without the approval of the other Customers, should the Participating Member solely interested in expanding the System be willing to issue Special Project Bonds and accept sole authority for payment for the expansion of the System; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set forth, the Authority and the Participating Members agree and contract as follows:

ARTICLE I
Definitions

Section 1.01 Definitions.

The following terms and expressions as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

- (1) “Act” means Chapter 8166, Texas Special District Local Laws Code, as amended.
- (2) “Additional Participating Member(s)” means any entity or entities hereafter agreeing pursuant to Section 6.01 of this Contract to be bound by the terms of this Contract, as it may be amended from time to time.
- (3) “Annual Payment Period” means the Authority’s Fiscal Year, which currently begins on October 1 of each calendar year and ends on September 30 of the next following calendar year, but which may be any twelve consecutive month period fixed by the Authority.
- (4) “Authority” means the Cibolo Creek Municipal Authority, a regional conservation and reclamation district created under and essential to accomplish the purposes of Article XVI, Section 59 of the Constitution of the State of Texas and created in accordance with the Act. Except as otherwise noted herein, actions required or permitted to be taken by the Authority under this Contract may be taken by the General Manager on behalf of the Authority.
- (5) “Authority Service Rules and Policies” means the Authority’s Schedule for Rates, Fees, Charges, and Orders (including, but not limited to, the Authority Industrial Waste Order) related to the System, as amended by the Authority Board of Directors from time to time.
- (6) “Board” or “Board of Directors” means the governing body of the Authority.
- (7) “Bond Resolution” means any order or other financing documents of the Authority which authorizes any Bonds.
- (8) “Bond Payment” means the amount of money to be paid to the Authority by the Participating Members from the revenues of the Participating Members’ utility system as an operating and maintenance expenses of the Participating Members’ utility system pursuant to Chapter 1502, as amended, Texas Government Code, or other applicable law, at the times and in the amounts required herein and also as set forth in Sections 3.02, 5.01, 7.05, and 7.06 of this Contract, which payment shall include the Expansion Project Costs.
- (9) “Bonds” means all bonds, notes, or other debt obligations payable from and secured, in whole or in part, from the payments to the Authority under this Contract, and the interest thereon, hereafter issued by the Authority to finance the costs to acquire, construct, expand, renovate, improve, and equip the Expansion Project, and/or all bonds, notes, or other obligations issued subsequently to finance costs to improve and extend the Expansion Project, and any bonds or other obligations issued to refund any other bonds, notes, or other obligations to refund any other refunding bonds or other obligations.
- (10) “Code” means the Internal Revenue Code of 1986, and any amendments thereto, as in force and effect on the date of delivery of any series of Bonds.

(11) “Commission” means the Texas Commission on Environmental Quality or any successor entity thereto.

(12) “Contract” means this Regional Wastewater Treatment Contract (South Wastewater Treatment Plant Expansion Project), as initially executed and as it may be amended from time to time.

(13) “Credit Agreement” means any credit agreement, as defined in and authorized by the provisions of Chapter 1371, as amended, Texas Government Code which the Authority enters into relating to its obligations with respect to the Bonds.

(14) “Customer(s)” is as defined in the preamble of this Contract.

(15) “EMMA” means the MSRB’s Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

(16) “Expansion Project” is as defined in the preamble of this Contract.

(17) “Expansion Project Costs” means and includes, without limitation, the following costs incurred for the Expansion Project by or on behalf of the Authority:

(a) the cost of acquisition of the Land Interests, including appraisals, closing costs and title insurance policies;

(b) the cost of acquisition, construction, repair, replacement, or improvement of any structure, item of equipment, or other item, used for, or in connection with, the Expansion Project;

(c) the cost of site preparation of the Land Interests, including demolition or removal of structures and improvements as necessary or incident to accomplishing the Expansion Project;

(d) the cost of engineering, legal, architectural or other related services;

(e) the preparation cost of plans, specifications, studies, surveys, cost estimates, and other expenses necessary or incident to planning, providing, or financing the Expansion Project;

(f) the cost of machinery, equipment, furnishings, and facilities necessary or incident to placing the Expansion Project in operation;

(g) finance charges and interest before, during, and after construction;

(h) costs incurred in connection with financing the Expansion Project, including, without limitation:

i. financing, legal, accounting, financial advisory, rating agency, and auditing fees, expenses and disbursements;

ii. the costs of a Credit Agreement;

iii. the cost of printing, engraving, and reproduction services; and

iv. the cost of a trustee’s or paying agent’s initial or acceptance fee and subsequent fees.

- (i) all costs, fees and expenses of litigation of all kinds;
- (j) the cost of property casualty and public liability insurance;
- (k) the Authority's Overhead Expenses; and
- (l) other costs generally recognized as a part of project construction costs.

(18) "Fiscal Year" means the Authority's fiscal year, which currently begins on October 1 of each year and ends on September 30 of the following year, as it may be changed from time to time by the Authority with notice to the Participating Members.

(19) "Force Majeure" means such term only as it is defined in Section 5.07 of this Contract.

(20) "General Manager" means the general manager of the Authority's operations, including any party or entity that the Authority enters into a management contract to provide these services.

(21) "Land Interests" means the easements, right-of-way, and other interests in real property necessary for the acquisition, construction, and operation of the Expansion Project.

(22) "MSRB" means the Municipal Securities Rulemaking Board and any successor to its duties.

(23) "OJR Plant" is as defined in the preamble of this Contract.

(24) "Operating and Maintenance Payment" means, during an Annual Payment Period, the total amount required to pay all Operation and Maintenance Expenses of the Authority and the Expansion Project.

(25) "Operation and Maintenance Expenses" means all direct costs and expenses incurred by the Authority for its operation and maintenance, including but not limited to (for greater certainty but without limiting the generality of the foregoing) amounts payable under any contract with any federal, state, or local agency for the construction, operation, and/or maintenance of the South Wastewater Treatment Plant facilities or any contribution or payment in lieu of taxes or any fee or charge by any government authority relating to the Authority's treatment of wastewater hereunder, the costs of utilities, supervision, engineering, accounting, auditing, legal services, insurance premiums, supplies, services, Overhead Expenses, and costs of operating, repairing, maintaining, replacing equipment for proper operation and maintenance of the South Wastewater Treatment Plant. The term "Operation and Maintenance Expenses" does not include depreciation charges or such portion of the above-described costs to the extent such costs are paid pursuant to an agreement other than this Contract. The South Wastewater Treatment Plant Project is generally located in the southern South Wastewater Treatment Plant Service Area as defined in Exhibit D, and not the OJR Plant Service Area, and may be amended from time to time.

(26) "Original Participating Members" means the City of Schertz, Texas.

(27) "Original System" means the works, improvements, facilities, plants, equipment, appliances, property, easements, leaseholds, licenses, privileges, right of use or enjoyment, contract rights or other interests in property comprising the regional wastewater treatment facility designated as the "South Wastewater Treatment Plant Project" of the Authority now owned or to be hereafter purchased, constructed or otherwise acquired whether by deed, contract or otherwise, together with any additions or

extensions thereto or improvements and replacements thereof, except the facilities which the Authority may purchase or acquire with the proceeds of the sale of Special Project Bonds (as such term is defined in the Original Resolution), so long as such Special Project Bonds are outstanding, notwithstanding that such facilities may be physically connected with the Original System; provided, however, that Original System shall not include any other enterprise fund currently owned, operated, and maintained by the Authority.

(28) "Overhead Expenses" means the Authority's reasonable and necessary costs and expenses incurred and directly related to the issuance and servicing of the Bonds, the acquisition of Land Interests required for the Expansion Project, if any, the design, permitting, financing, acquisition, construction, and ownership of the Expansion Project and any other activities required of or involving the Authority in connection with or attributable to the Expansion Project or the Bonds, including, but not limited to:

(a) per diem and reimbursable expenses incurred by the Board for special meetings of the Board related to the Expansion Project,

(b) services of the professional, technical skilled and unskilled persons and firms engaged by or associated with the Authority, other than Authority staff personnel, together with their reimbursable expenses paid or required to be paid by the Authority;

(c) salaries of the Authority's staff attributable to the Expansion Project or the Bonds based on time expended, as documented or reasonably estimated by the General Manager of the Authority, times an overhead factor of two (2), which factor shall be subject to adjustment by the Authority from time to time in response to actual or reasonably projected overhead expenses of the Authority;

(d) the costs of preparing applications for and obtaining all approvals and authorizations required for the Expansion Project or the Bonds from the regulatory authorities having jurisdiction;

(e) the cost of property casualty and public liability insurance; including any insurance deductible charged to or required to be paid by the Authority;

(f) all costs incurred in litigation involving or relating to the Expansion Project;

(g) an amount to fund a special reserve for the Operation and Maintenance Expenses or for additional capital improvements to the Expansion Project;

(h) when the Authority and the Participating Members agree to issue Bonds to finance the costs of the Expansion Project, a capital component, including principal, interest, premium, reserve funds, and other funds established or required by any Bond Resolution and to pay the principal and of and interest on the Bonds; and

(i) any and all other costs and expenses, including out-of-pocket expenses, incurred by the Authority attributable to the Expansion Project or the Bonds, whether enumerated above or not and whether or not included in the definition or as a part of Expansion Project Costs.

(29) "Participating Member(s)" means the Original Participating Members and all Additional Participating Members from time to time subject to this Contract.

(30) "Permitted Liens" means:

(a) Minor irregularities, charges, liens, encumbrances, defects, easements, licenses, rights-of-way, servitudes, restrictions, mineral rights, and clouds on title which, in the opinion of counsel to the Authority, do not materially impair the use of the Expansion Project for the purposes for which it is designed.

(b) Easements for roads (as used in this Contract, the term “roads” shall include, without limitation, streets, curbs, gutters, drains, ditches, sewers, conduits, canals, mains, aqueducts, aerators, connections, ramps, docks, viaducts, alleys, driveways, parking areas, walkways, and trackage), utilities (which for purposes of this Contract shall include, without limitation, water, sewer, electricity, gas, telephone, pipeline, railroad, and other collection, transportation, light, heat, power, and communication systems) and similar easements and other easements, rights-of-way, rights of flowage, flooding, diversion or outfall, licenses, restrictions, and obligations relating to the operation of the Expansion Project which, in the opinion of counsel to the Authority, do not materially impair the use of the Expansion Project for the purposes for which it is designed.

(c) Rights of the United States or any state or political subdivision thereof, or other public or governmental authority or agency or any other entity vested with the power of eminent domain to take or control property or to terminate any right, power, franchise, grant, license, or permit previously in force.

(31) “Point(s) of Delivery” means the point or points designated in Exhibit B to this Contract or by subsequent agreement where wastewater will be delivered to the Authority by Customers concerning the Expansion Project.

(32) “Prohibited Wastes” means those substances and waste prohibited from being discharged into the System as described in the Authority Service Rules and Policies.

(33) “Rule” means SEC Rule 15c2-12, as amended from time to time.

(34) “SEC” means the United States Securities and Exchange Commission and any successor to its duties.

(35) “Sale and Offering Documents” means any official notice of sale, official bid form, preliminary official statement, official statement, application to the Texas Water Development Board, or other offering document for the Bonds.

(36) “South Side Basin Wastewater Impact Fee” means a charge imposed per connection for wastewater services related to the Expansion Project as approved by the Texas Commission on Environmental Quality for funding the costs of wastewater capital improvements or facility expansions necessary to serve the Participating Members in the amount set forth in the Authority Service Rules and Policies and as amended from time to time by the Authority’s Board of Directors.

(37) “State” means the State of Texas.

(38) “System” or “South Plant” means the works, improvements, facilities, plants, equipment, appliances, property, easements, leaseholds, licenses, privileges, right of use or enjoyment, contract rights or other interests in property comprising the regional wastewater treatment facility designated as the “South Wastewater Treatment Plant Expansion Project” of the Authority now owned or to be hereafter purchased, constructed or otherwise acquired whether by deed, contract or otherwise, together with any additions or extensions thereto or improvements and replacements thereof, including the Expansion

Project, except for the Original System and facilities which the Authority may purchase or acquire with the proceeds of the sale of Special Project Bonds, so long as such Special Project Bonds are outstanding, notwithstanding that such facilities may be physically connected with the System; provided, however, that System shall not include any other enterprise fund currently owned, operated, and maintained by the Authority (and excludes specifically any funds attributable to the OJR Plant.

Section 1.02 Construction. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Contract and all the terms and provisions hereof shall be constructed to effectuate the purposes set forth herein and to sustain the validity of this Contract.

ARTICLE II Representations and Warranties

Section 2.01 Representations and Warranties of Authority. The Authority hereby represents and warrants that it has full power and authority to treat wastewater delivered by the Participating Members in accordance with the terms of this Contract and the execution and delivery of this Contract by the Authority and the performance by the Authority of the provisions hereof do not and will not conflict with or constitute on the part of the Authority a breach or a default of any provision of any other contract or agreement of the Authority.

Section 2.02 Representations and Warranties of Participating Members. Each of the Participating Members hereby represents and warrants that it has full power and authority to delivery wastewater to the Authority in accordance with the terms of this Contract; and the execution and delivery of this Contract by each Participating Member and the performance of the provisions hereof by each Participating Member do not and will not conflict with or constitute on the part of such Participating Member a breach or a default of any provision of any other contract or agreement of such Participating Member.

ARTICLE III Construction of Expansion Project and Issuance of Bonds

Section 3.01 Construction of Expansion Project. The Authority agrees that the acquisition, construction, improvement, and equipping of the Expansion Project by the Authority will be accomplished in accordance with generally accepted engineering practices and, subject to the issuance of the Bonds pursuant to Section 3.02 to provide a source of funds, with all practical dispatch.

Section 3.02 Issuance of Bonds.

A. The Authority may issue its Bonds, payable from and secured by a pledge of the Bond Payments from this Contract to finance or refinance the costs of acquiring, owning, constructing, extending, enlarging, repairing, renovating, equipping, and otherwise improving the Expansion Project.

B. Each Bond Resolution of the Authority shall specify the exact principal amount of the Bonds to be issued thereunder, which Bonds shall mature within the maximum allowable period or such shorter period as determined by the Authority and shall bear interest not exceeding the maximum allowable rates, all as permitted by law, and each Bond Resolution shall contain such other terms and provisions pertaining to the security and payment of Bonds and the operation and maintenance of the Expansion Project as may be necessary for the marketing and sale of the Bonds. The Authority may from

time to time issue its Bonds in such amounts as are within its judgment and discretion sufficient to achieve full implementation of the Expansion Project.

C. Prior to the final adoption of a Bond Resolution or any amendment of a Bond Resolution by the Authority's Board of Directors, a draft of the proposed Bond Resolution, and the Sale and Offering Documents shall be presented to each of the Participating Members for review and approval. Each of the Participating Members shall adopt a resolution approving the issuance of Bonds and delegate to an authorized representative the approval of the final terms and provisions of the Bonds, including the principal amount, as reflected in the final Bond Resolution.

D. Upon the Participating Members approval of (i) each form of Bond Resolution hereafter adopted by the Authority, (ii) any amendments to any Bond Resolution, and (iii) the Sale and Offering Documents and the delivery to the Authority of a certification signed by the authorized representative of each of the Participating Members to the effect that the Bond Resolution and the Sale and Offering Documents comply with this Contract, then upon the adoption and approval of the Bond Resolution in such final form by the Authority's Board of Directors, the execution of an approval certificate by the authorized representatives of each of the Participating Members approving the final terms and provisions of the Bonds and the Bond Resolution, and the issuance and delivery of the Bonds to the purchaser thereof, the Bond Resolution shall for all purposes be considered approved by the Authority and deemed to be in compliance with this Contract in all respects, and the Bonds issued thereunder will constitute Bonds as defined in this Contract for all purposes. Any owner of Bonds is entitled to rely fully and unconditionally on any such approval.

E. All covenants and provisions in the Bond Resolution affecting, or purporting to bind, the Participating Members, shall, upon the delivery of the Bonds, become absolute, unconditional, valid, and binding covenants and obligations of the Participating Members so long as said Bonds and interest thereon are outstanding and unpaid, and may be enforced as provided in this Contract and the Bond Resolution. Particularly, the obligation of each of the Participating Members to make, promptly when due, all Bond Payments specified in this Contract shall be absolute and unconditional, and said obligation may be enforced as provided in this Contract. In addition, subject to the approval of the Participating Members, the Authority may enter into Credit Agreements, to the extent permitted by law, for the purpose of achieving the lowest financing costs for the Expansion Project.

Section 3.03 Liens. Neither the Participating Members nor the Authority will create or permit or suffer to exist any lien, encumbrance, or charge upon the Expansion Project or any interest therein at any time, except Permitted Liens.

Section 3.04 Tax-Exempt Bonds. The Participating Members hereto understand and agree that the Authority will use its best efforts to provide for, but will not be liable for a failure to produce, the lowest overall debt service cost for the Bonds to be issued for the Expansion Project. In connection therewith, the Participating Members intend that the Authority will issue Bonds the interest on which is excludable from the gross income of the owners thereof for federal income tax purposes. The Participating Members hereto acknowledge their understanding that the federal income tax laws impose certain restrictions on the use and investment of proceeds of such tax-exempt bonds and on the use of the property financed therewith and the output produced therefrom. Accordingly, the Participating Members agree and covenant that if the Bonds are offered to investors with the understanding that the interest will be exempt from federal income taxation, then the Participating Members, their assigns and agents, will take such action to assure, and refrain from such action which will adversely affect the treatment of such Bonds as obligations described in section 103 of the Code. Should any of the Participating Members fail to comply with such covenant, the effect of which being that the Bonds no longer qualify as obligations

described in the Code, such defaulting party shall be liable for all costs resulting from the loss of the tax-exempt status of the Bonds. The Participating Members hereby agree and covenant to comply with all of the representations and covenants relating to such exemption which are set out in any Bond Resolution. The Participating Members further agree and covenant that in the event the Bonds issued are to be tax-exempt, they will modify such agreements, make such filings, restrict the yield on investments, and take such other action necessary to fulfill the applicable provisions of the Code. For these purposes, the Participating Members may rely on the respective opinion of any firm of nationally-recognized bond attorneys selected by them. In the event that a conflict arises in the opinions of the respective firms of each of the Participating Members, the Participating Members will identify a different firm, that is mutually acceptable to both parties, in order to resolve the conflict of opinion.

Section 3.05 Payment to Rebate Fund. In the event that tax-exempt Bonds are issued as provided in Section 3.04, the Authority hereby covenants and agrees to make the determinations and to pay any deficiency into a rebate fund, at the times and as described in the Bond Resolution to comply with the provisions of section 148(f)(2) of the Code. In any event, if the amount of cash held in the rebate fund shall be insufficient to permit the trustee or paying agent to make payment to the United States of America of any amount due on any date under section 148(f)(2) of the Code, the Authority forthwith shall pay the amount of such insufficiency on such date to the trustee or paying agent in immediately available funds for such purpose.

Section 3.06 Sale and Offering Documents. At the request of the Authority, the Participating Members shall provide to the Authority current and historical information concerning their respective utility systems, general fund information, the financial conditions results, and prospects of the Participating Members, and such other information concerning the Participating Members as the Authority shall deem advisable for inclusion in the Sale and Offering Documents for the Bonds of each series and shall certify to the Authority and the underwriters of any offering of Bonds to be made by means of such Sale and Offering Documents when and if the Participating Members deem such Sale and Offering Documents to be complete and final for purposes of the Rule. The Participating Members represent and warrant that all statements concerning the Participating Members (including, without limitation, their financial condition, results, and prospects, their utility system, and any demographic and economic information concerning the area served by their utility system) that are contained in any Sale and Offering Document shall be true in all material respects and shall not omit to state any material fact necessary to make the statements made in such Sale and Offering Document, in the light of the circumstances in which they are made, not misleading.

Section 3.07 Authority's Rights Assigned to Trustee. The Participating Members are advised and recognize that as security for the payment of the Bonds, the Authority may assign to a trustee, pursuant to one or more trust indentures to be authorized by the Bond Resolution, the Authority's rights under this Contract, including the right to receive the Bond Payments hereunder. The Participating Members herewith assent to such assignment and will make the Bond Payments directly to the trustee without defense or set-off by reason of any dispute between the Participating Members and the Authority or the trustee. All rights against the Participating Members arising under this Contract or the Bond Resolution and assigned to the trustee may be enforced by the trustee, or the owners of the Bonds, to the extent provided in the Bond Resolution, and the trustee, or the owners of the Bonds, shall be entitled to bring any suit, action, or proceeding against the Participating Members, to the extent provided in the Bond Resolution, for the enforcement of this Contract, and it shall not be necessary in any such suit, action, or proceeding to make the Authority a party thereto.

ARTICLE IV
Treatment of Wastewater; Operating Requirements

Section 4.01 Wastewater Quality. The quality of wastewater delivered to the System shall comply with applicable provisions of the Authority Service Rules and Policies. Wastewater delivered to the System shall not include Prohibited Wastes.

Section 4.02 Wastewater Delivery. The Participating Members hereby agree to pay the Authority for the delivery and treatment of wastewater and the Authority hereby agrees to receive from the Participating Members all of the wastewater to be treated by the Authority at the Expansion Project subject to the terms and provisions of this Contract or other contracts which generate System revenues.

Section 4.03 Points of Delivery. Each Participating Member agrees to deliver wastewater at the Point(s) of Delivery for such Participating Member set forth in Exhibit B hereto. Modification of such Points of Delivery may be mutually agreed to in writing between each Participating Member, respectively, and the Authority. The Authority will maintain ownership of the connection (being any device, including welded pipe connections, wastewater installations, valves, meter vaults, or similar devices) between the Authority's System and the utility system of the Participating Members.

Section 4.04 Metering Equipment. The Authority will furnish, install, operate, and maintain at its expense the necessary equipment and devices (including a meter house or pit) of standard type required for measuring the quantity of wastewater delivered by the Participating Member to the Authority under this Contract at the Point or Points of Delivery. Such meters and other equipment so installed shall be the property of the Authority. The Authority shall inspect, calibrate, and adjust its meters at least annually as necessary to maintain accurate measurements of the quantity of wastewater being delivered. Each Participating Member shall have access to the metering equipment at all reasonable times for inspection and examination, but the reading, calibration, and adjustment thereof shall be done only by employees or agents of the Authority. If requested, a Participating Member may witness such reading, calibration, and adjustment of meters. Any measuring device which fails to function or which functions incorrectly shall promptly be adjusted, repaired or replaced by a like device having the required accuracy. A meter registering not more than five percent (5%) above or below the test results shall be deemed to be accurate. The previous readings of any meter disclosed by tests to be inaccurate shall be corrected for one-half (1/2) the period elapsed since the next preceding meter test but in no event to exceed six (6) months in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of wastewater furnished during such period shall be deemed to be the amount of wastewater delivered in the corresponding period immediately prior to the failure, unless the Authority and the Participating Member shall agree upon a different amount. All readings of meters will be entered upon proper books of record maintained by the Authority. Any Participating Member may have access to said record books during normal business hours.

Section 4.05 Participating Members Responsible for Retail Connections. The Participating Member will be solely responsible for providing retail wastewater service within its boundaries. The Participating Member shall not provide wastewater services received under this Contract to any entity, private or public, other than the Participating Member's retail connections located within its boundaries. The Participating Member will be solely responsible for ensuring compliance by its retail connections with the applicable terms of this Contract, for the applicable provisions of the Authority Service Rules and Policies and for the proper and lawful application of Participating Member's policies and regulations governing connection to the System.

Section 4.06 Authority Treatment and Reuse of Wastewater. The Authority shall treat the wastewater delivered by the Participating Member pursuant to this Contract and dispose of or reuse the effluent generated thereby in such manner as may be provided in the Authority's permit or other

Commission authorization in its sole discretion. The Authority shall have the sole right to reuse, or authorize reuse, of wastewater treated pursuant to this Contract.

Section 4.07 Right of Entry. The Participating Member agrees to provide Authority the right of entry and access to the Participating Member's utility system at all reasonable times upon prior notice in order to inspect facilities, to investigate the source of operational or maintenance problems, for preventive purposes intended to detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonably related to the provision of wastewater services pursuant to this Contract.

Section 4.08 Wastewater Impact Fees.

(a) The Participating Member shall be obligated to pay Authority a South Side Basin Wastewater Impact Fee for each new retail wastewater customer that connects to the System and receives wastewater service provided under this Contract. For the term of this Contract, the South Side Basin Wastewater Impact Fee will be the amount established from time to time in the Authority Service Rules and Policies, provided that no increase in the South Side Basin Wastewater Impact Fee will become effective for the Participating Member until the Authority has given at least 60 days' prior written notice of the change to the Participating Member, and any such increases shall be applied to connections in accordance with Texas Commission on Environmental Quality regulations, and, when applicable, Chapter 395, Texas Local Government Code, in order to allow the Participating Member adequate time to make corresponding changes to its rate order. The South Side Basin Wastewater Impact Fee paid for each new retail wastewater connection to the System shall be due and payable to Authority within 45 days after the end of the calendar month in which the new retail wastewater connection is made.

(b) Within 45 days after the end of each calendar month, Participating Member shall submit a monthly report to Authority, reflecting the new customer(s), service address(es), meter size(s) and an estimated quantity of wastewater flows for which payment of a South Side Basin Wastewater Impact Fee is being made. The Authority reserves the right to audit all Participating Member submitted data and recalculate the estimated quantity of wastewater flows in accordance with the Authority Service Rules and Policies. If no new connections have been made, the monthly report will still be required, but will reflect that there have been no changes from the prior reporting period. If the Participating Member fails to submit any report within the time period required by this Contract, Authority may assess the Participating Member a \$50 late charge per customer account not reported. Unless changed by written notice in accordance with Section 8.02 hereof, the South Side Basin Wastewater Impact Fees and monthly reports required by the Section 4.08 will be submitted to the following address:

Cibolo Creek Municipal Authority
100 Dietz Road
Schertz, Texas 78154
Attention: General Manager

(c) The South Side Basin Wastewater Impact Fee has been designed to fund or recover all or a part of the costs of the System for capital improvements or facility expansions intended to serve single family connections the Authority's South Side Basin service area as authorized by the Texas Commission on Environmental Quality and as it may be amended from time to time. Notwithstanding anything in this Contract to the contrary, the Parties agree that each Customer shall be entitled to a credit of its Bond Payment to the extent a corresponding amount has been paid to the Authority as a South Side Basin Wastewater Impact Fee.

(d) The Authority specifically acknowledges and agrees that South Side Basin Wastewater Impact Fees may be paid by other third parties on behalf of the Participating Member.

ARTICLE V
Fiscal Provisions

Section 5.01 Bond Payment. Subject to the terms and provisions of this Contract, the Authority will provide and pay for the cost of the Expansion Project through the issuance of Bonds. It is acknowledged and agreed that payments by the Participating Members to the Authority under this Contract, and the payments by the other Customers to the Authority for the Expansion Project under their respective regional wastewater treatment contract for the Expansion Project, will be the sole or primary source of funds available to provide the Participating Members' Bond Payment to the Authority. Costs associated with the Expansion Project shall never be paid with revenues received from the Original System. Each Customer shall be obligated to pay the full amount of their respective Participating Members' Bond Payment notwithstanding that it may elect not to deliver wastewater under this Contract. Notwithstanding the foregoing, should another Customer deliver additional wastewater to the Authority pursuant to the "Wastewater Delivery" and "Points of Delivery" provisions in their respective regional wastewater treatment contract in excess of its annual allocation, then such Customer shall receive a charge for such additional wastewater through an increase to its Bond Payment, and the other Customers shall receive a credit against their Bond Payment in a proportionate amount.

Each Customer's Bond Payment for each Annual Payment Period shall be made in accordance with a written schedule of payments for the appropriate Annual Payment Period which will be supplied to each of the Customers by the Authority.

The Participating Member will have a guaranteed reservation of capacity in the System in exchange for Bond Payments made in accordance with this section and Section 5.04 hereof.

Section 5.02 Operating and Maintenance Payment. Each such Operating and Maintenance Payment shall be allocated among the Customers and the Authority based upon a rate methodology to be developed by the Authority or according to their respective amount of wastewater delivered pursuant to the terms of the Customers respective contract, and the Operating and Maintenance Payment for each Annual Payment Period shall be identified in each annual budget and shall at all times be not less than an amount sufficient to pay or provide for all Operation and Maintenance Expenses as defined in 1.01(27). In compliance with the Authority's duty fix and from time to time to revise the rates and charges for services rendered under this Contract, the Operating and Maintenance Payment may change from time to time.

Each Customer shall pay its Operating and Maintenance Payment according to a rate methodology to be developed by the Authority or based upon the relative amount of wastewater delivered by each Participating Member and set forth on Exhibit A, as amended from time to time, and by each other Customer pursuant to their respective regional wastewater treatment contract. The Authority shall charge each Customer its share of pumping costs according to the amount of wastewater actually delivered to the Authority.

Section 5.03 Annual Budget for Operation and Maintenance Expenses. Each annual budget for the operation and maintenance of the South Wastewater Treatment Plant Project shall always provide for amounts sufficient to pay the Operation and Maintenance Expenses. Each Participating Member under this Contract and each other Customer under their respective regional wastewater treatment contract related to the South Wastewater Treatment Plant Project will be furnished a copy of such annual budget, and each Participating Member hereby acknowledges its ability to pay its share of the Operation and Maintenance Expenses from available funds budgeted therefor. On or before July 15 of each year thereafter commencing July 15, 2026, the Authority shall furnish to each Participating Member a

preliminary estimate of the Operating and Maintenance Payment required from each Participating Member for the next following Annual Payment Period.

Not less than 60 days before the commencement of each Annual Payment Period beginning in Fiscal Year 2026-2027, the Authority shall cause to be prepared a preliminary budget for the Expansion Project for the next ensuing Annual Payment Period. A copy of such preliminary budget shall be filed with each Customer before action by the Board. Any Participating Member may submit comments about the preliminary budget directly to the Board. The Board may adopt the preliminary budget or make such amendments thereof as to it may seem proper; provided, however, no change or amendment to the preliminary budget will be made by the Board after such preliminary budget has been submitted to the Participating Members which change or amendment would in effect increase the Operating and Maintenance Payment without resubmitting such amended preliminary budget to the Participating Members. The Board shall thereupon approve the annual budget. With respect to budgetary matters, the Participating Members shall have the right only to comment on the preliminary budget; their approval of the preliminary or final annual budget shall not be required. The annual budget thus approved by the Board shall be the annual budget for the next ensuing Annual Payment Period. The annual budget, including the first annual budget, may be amended by the Authority at any time to transfer funds from one account or fund to another account or fund, provided such transfer will not increase the total budget and the transfer of funds is attributable to the costs of the Expansion Project or to the Operation and Maintenance Expenses. Subject to notification to the Participating Members, the amount for any account or fund, or the amount for any purpose, in the annual budget may be increased through formal action by the Board even though such action might cause the total amount of the annual budget for the Expansion Project to be exceeded; provided, however, such action shall be taken only in the event of an emergency or special circumstances which shall be clearly stated in the notice to the Participating Members and in the resolution at the time such action is taken by the Board.

The foregoing shall not prevent the Authority from combining the budget for the Original System, the OJR Plant, and any other regional wastewater treatment facility of the Authority, either in existence or subsequently constructed and/or acquired, with the budget for the Expansion Project so long as the budget provides amounts sufficient to pay the annual requirement for Operation and Maintenance Expenses due under any applicable regional service contract.

Notwithstanding anything herein to the contrary, no failure of the Authority to estimate, and no mistake by the Authority in any estimate of, the amount of or schedule for the Operating and Maintenance Payment due from the Participating Members in any Fiscal Year shall relieve the Participating Members from (or defer) their absolute and unconditional obligation to make the Operating and Maintenance Payment in full when due.

Section 5.04 Payments by Participating Members.

A. For wastewater delivered by the Participating Members to the Authority under this Contract, and by the other Customers to the Authority under their respective regional wastewater treatment contract, whether or not the Participating Members or other Customers, respectively, deliver such wastewater, each of the Participating Members under this Contract, and the other Customers under their respective contract, agree to pay, at the time and in the manner hereinafter provided, its Bond Payment and Operating and Maintenance Payment. Each Customer shall pay its Bond Payment and Operating and Maintenance Payment directly to the Authority (or its assigns), in monthly installments in accordance with the schedule of payments furnished by the Authority, as hereinafter provided.

B. Each Participating Member hereby agrees that it will make payments to the Authority required by this Contract at the Authority's offices within 15 days of the date a bill for service is deposited in the United States mail. If any Participating Member at any time disputes the amount to be paid by it to the Authority, such complaining party shall nevertheless promptly make such payment or payments; but if it is subsequently determined by agreement or by appropriate administrative, board, agency, or court decision that such disputed payments should have been less, or more, the Authority shall promptly revise and reallocate the charges in such manner that the Participating Member will recover its overpayment or the Authority will recover the amount due it. All amounts due and owing to the Authority by each Participating Member or due and owing to any Participating Member by the Authority shall, if not paid when due, bear interest at the maximum lawful nonusurious rate of interest per annum from the date when due until paid.

C. The Authority shall, to the extent permitted by law, suspend the delivery of services or the acceptance of wastewater to the Expansion Project by any Participating Member which remains delinquent in any payments due under the preceding paragraph for a period of thirty (30) days, and shall not resume delivery of services or the acceptance of wastewater to the Expansion Project while such Participating Member is so delinquent. The Authority also retains the right to charge a reconnection fee or other appropriate charges prior to commencing utility service to the delinquent Participating Member. The Authority shall pursue all legal remedies against any such delinquent Participating Member to enforce and protect the rights of the Authority, the other Participating Members, and the holders of the Bonds, if Bonds have been issued or incurred. The delinquent Participating Member shall not be relieved of the liability to the Authority for the payment of all amounts which would have been due hereunder had no default occurred or the percentage had not been redetermined as provided in this Section. It is understood that the foregoing provisions are for the benefit of the Authority and holders of the Authority's Bonds, if Bonds have been issued or incurred, so as to insure that all of the Bond Payment and the Operating and Maintenance Payment will be paid by the non-delinquent Participating Members and the Authority during each Annual Payment Period regardless of the delinquency of a particular Participating Member. If any amount due and owing the Authority by any Participating Member is placed with an attorney for collection, such Participating Member shall pay to the Authority all attorneys' fees, in addition to all other payments provided for herein, including interest.

D. If, during any Annual Payment Period, any Participating Member's Bond Payment or Operating and Maintenance Payment is redetermined in any manner as provided or required in Section 5.05, the Authority will promptly furnish such Participating Member with an updated schedule of monthly payments reflecting such redetermination.

Section 5.05 Redetermination of Bond Payment and Operating and Maintenance Payment.

Notwithstanding the foregoing, the Bond Payment and the Operating and Maintenance Payment, and each Customer's share of either, shall be redetermined, after consultation with each of the Customers, at any time during any Annual Payment Period, to the extent deemed necessary or advisable by the Authority, if:

- A. Unusual, extraordinary, or unexpected Operation and Maintenance Expenses are required which are not provided for in the Authority's annual budget or reserves for the Expansion Project;
- B. Operation and Maintenance Expenses of the Expansion Project are substantially less than estimated;

- C. a Participating Member's interest under this Contract is terminated as provided herein or Additional Participating Members become subject to this Contract;
- D. the Authority issues Bonds for the Expansion Project; or
- E. the Authority receives either significantly more or significantly less revenues or other amounts than those anticipated.

Section 5.06 Connection to the Expansion Project.

Each Participating Member agrees to connect each Point of Delivery to the Expansion Project and to bear solely such Participating Members' total construction costs in connection therewith, including material, labor, and equipment, required to implement such connection with the system. Each Participating Member acknowledges the Authority's right to inspect the construction of each of the Participating Members' connections to the Expansion Project.

Section 5.07 Unconditional Payments.

A. Notwithstanding any provision of this Contract to the contrary, while this Contract remains in effect each of the Participating Members agrees to pay its share of the total cost of the Expansion Project and the Bonds.

B. Subject to any offset described in Section 5.01, a Participating Member that does not deliver all of the wastewater allocated to it under this Contract, and a Customer that does not deliver all of the wastewater allocated to it under their respective regional wastewater treatment contract, shall nonetheless be responsible for paying its allocable share of costs in accordance with the provision of this Contract or the respective contract, respectively. The Authority and the Customers delivering wastewater will share the cost of the remaining Operation and Maintenance Expenses of the Expansion Project in proportion to the quantity of wastewater each delivers pursuant to this Contract or the respective contract, respectively.

C. Recognizing that the Participating Members urgently require the facilities and services of the Expansion Project, and that such facilities and services are essential and necessary for actual use and for standby purposes, and further recognizing the fact that the Authority will use payments received from the Participating Members to pay and secure the Bonds, it is hereby agreed that each of the Participating Members shall be unconditionally obligated to pay, without offset or counterclaim, its Bond Payment and Operating and Maintenance Payment, as provided and determined in this Contract, regardless of whether or not the Authority actually acquires, constructs, or completes the Expansion Project or actually receives wastewater at the Expansion Project from any Participating Member hereunder, or whether or not any Participating Member actually delivers wastewater to the Expansion Project whether due to Force Majeure or any other reason whatsoever, regardless of any other provisions of this or any other contract or agreement between any of the parties hereto. This covenant by the Participating Members shall be for the benefit of and enforceable by the holders of the Bonds as well as the Authority.

D. If by reason of Force Majeure a Participating Member or the Authority shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of each Participating Member to make the payments required under Section 5.04 of this Contract, then if such party shall give notice and full particulars of such Force Majeure in writing to the other Participating Members and/or the Authority, as appropriate, within a reasonable time after occurrence of the event or

cause relied on, the obligation of the Participating Member or the Authority giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such Participating Member or the Authority shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of wastewater delivery facilities, or on account of any other causes not reasonable within the control of the party claiming such inability.

ARTICLE VI
Additional Participating Members

Section 6.01 Additional Participating Members. If capacity at the Expansion Project is available, the Authority and the Original Participating Members agree that additional entities may become subject to the provisions of this Contract as Additional Participating Members by providing the following to the Authority and the then Participating Members:

- A. an executed signature page to this Contract in form satisfactory to the Authority;
- B. to the extent any representation contained in this Contract relating to Participating Members does not correctly describe such entity, a revision of such representations satisfactory in form and content to the Authority in the Authority's sole discretion to be included on Exhibit C to this Contract;
- C. a revised Exhibit A to this Contract satisfactory to the Authority and all then Participating Members;
- D. a revised Exhibit B to this Contract setting forth the Point(s) of Delivery for such entity which shall be satisfactory to the Authority;
- E. a completed Exhibit C to this Contract to the extent applicable to such entity and in form satisfactory to the Authority; and
- F. such other certifications and information as may be reasonably requested by the Authority and the then Participating Members.

The City, as an Original Customer, hereby acknowledges the right of the City of Cibolo, Texas, as the other Original Customer, to utilize up to 45% of the capacity of the Expansion Project, as specified in that certain "Regional Wastewater Treatment Contract" by and between the Authority and the City of Cibolo, Texas of even date herewith.

Notwithstanding any provision in this Contract to the contrary, the Parties acknowledge the Authority's ability to expand the System, including through the issuance of Special Project Bonds supported by contracts with the Original Customer, Additional Participating Members, Customers, or any future members of the Authority, with or without the approval of the other Customers, should the Participating Member solely interested in expanding the System be willing to issue Special Project Bonds and accept sole authority for payment for the expansion of the System.

ARTICLE VII
Special Conditions

Section 7.01 Operation and Maintenance of the Expansion Project. The Authority will continuously operate and maintain the Expansion Project in an efficient manner and in accordance with good business and engineering practices, and at reasonable cost and expense. The Authority recognizes its right and duty to operate the Expansion Project in the most prudent and economical manner for the benefit of all Participating Members.

Section 7.02 Expansion Project Schedule. It is the intent of the parties that the Expansion Project be placed in operation as soon as practicable, and the Authority agrees to proceed diligently with the evaluation of feasibility, the securing of regulatory permits, and the design and construction of the Expansion Project to meet such schedule, subject to the other terms and conditions in this Contract.

Section 7.03 Permits, Financing, and Applicable Laws. Any obligations on the part of the Authority to acquire, construct, and complete the Expansion Project and related facilities and to treat wastewater at the Expansion Project from the Participating Members shall be (i) conditioned upon the Authority's ability to obtain all necessary permits, material, labor, and equipment; (ii) subject to the Authority's final determination of feasibility of transportation of the wastewater to the Expansion Project; (iii) conditioned upon the ability of the Authority to finance the cost of the Expansion Project through the sale of the Bonds; and (iv) subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State of Texas, the Commission, and any regulatory body having jurisdiction.

Section 7.04 Title to Wastewater; Indemnification. Title to all wastewater delivered by each Participating Member shall be in the Participating Member up to the Point of Delivery for such Participating Member, at which point title shall pass from the delivering Participating Member to the Authority. The Authority and each of the Participating Members shall, to the extent permitted by law, save and hold each other harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the transportation and delivery of this wastewater while title remains in such party.

Section 7.05 Payments Solely From Revenues. The Authority shall never have the right to demand payment by any Participating Member of any obligations assumed by it or imposed on it under and by virtue of this Contract from funds raised or to be raised by taxes, and the obligations under this Contract shall never be construed to be a debt of such kind as to require any of the Participating Members to levy and collect a tax to discharge such obligation. Nonetheless, any Participating Member may make payments from its utility system revenues, or from any other lawful source, including ad valorem taxes, if lawfully available to such Participating Member.

Section 7.06 Operating Expenses. Each of the Participating Members represent and covenant that, to the extent payments under this Contract are made with utility system revenues, such payments shall constitute reasonable and necessary "operating expenses" of its utility system, as defined in Chapter 1502, as amended, Texas Government Code, and that all such payments will be made from the revenues of its utility system or any other lawful source. The Participating Members represent and have determined that the wastewater to be treated at the Expansion Project by the Authority is absolutely necessary and essential to the present and future operation of its utility system and that the Expansion Project represents a long-term plan for the treatment of each Participating Member's wastewater to meet current and projected needs of each Participating Member's utility system and facilities, and, accordingly, all payments required by this Contract to be made by each Participating Member shall constitute reasonable

and necessary operating expenses of its utility system as described above, with the effect that such payments from revenues of such systems shall be deducted from gross revenues of the system in the same manner as other system operating and maintenance expenses for purposes of determining net revenues available to pay bonds or other similar obligations heretofore or hereafter issued by each Participating Member, which obligations are payable from and secured by a pledge of the revenues of the system or facilities after deduction of maintenance and operating expenses.

Section 7.07 Rates for Wastewater. Each Participating member agrees throughout the term of this Contract to continuously operate and maintain its utility system and to fix and collect such rates and charges for utility services to be supplied by its system as aforesaid as will produce revenues in an amount equal to at least (i) all of the expenses of operation and maintenance expenses of such system, including specifically, its Bond Payment and Operating and Maintenance Payment under this Contract, and (ii) all other amounts as required by law and the provisions of the ordinance or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding, including the amounts required to pay all principal of and interest on such bonds and other obligations.

Section 7.08 Use of Funds and System. The Authority covenants and agrees that neither the proceeds from the sale of the Bonds, nor the money paid it pursuant to this Contract, nor any earnings from the investment of any of the foregoing, will be used for any purposes, except those directly relating to the Expansion Project and the Bonds as provided in this Contract.

Section 7.09 Rights-of-Way.

A. Each Participating Member hereby grants to the Authority without additional cost to the Authority, the use of the streets, easements, rights-of-way, and pipelines under its control for the construction, emergency repairs, operation, and maintenance of the Expansion Project and the provision and transmission of wastewater hereunder; provided, however, such grant of the use of streets, easements, rights-of-way, and pipelines to the Authority is subject to and conditioned on the Authority (i) complying with all applicable policies, practices, and regulations of the Participating Members governing and regulating such use of the streets, easements, rights-of-way, and pipelines and (ii) paying all costs, if any, of restoring such streets, easements, rights-of-way, and pipelines to substantially the same state of condition that existed prior to the Authority's use.

B. To the extent they have such ownership authority, each Participating Member agrees that, with prior written approval, the Authority may use streets, alleys, and public rights-of-way within the Participating Member's boundaries for pipeline purposes.

Section 7.10 Insurance. The Authority agrees to carry and arrange for fire, casualty, public liability, and/or other insurance, including self-insurance, on the Expansion Project for purposes and in amounts which, as determined by the Authority, ordinarily would be carried by a privately owned utility company owning and operating such facilities, except that the Authority shall not be required to provide liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of the Authority's legal counsel, be liable under the Texas Tort Claims Act or any similar law or judicial decision. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment, to minimize the interruption of the services of such facilities. Premiums for such insurance that relate directly to the Expansion Project or, under generally accepted cost accounting practices, is allocable to the Expansion Project, shall constitute an Operation and Maintenance Expense.

Section 7.11 Additional Special Provisions. The parties hereto acknowledge and agree to the Special Provisions, if any, which are set forth in Exhibit C hereto. The Special Provisions for this Contract reflect circumstances or issues for specific Participating Members which may be different from those of other Participating Members and therefore constitute a modification of or requirement in addition to the standard provisions otherwise contained in this Contract. To the extent of any conflict between any Special Provision and any other provision of this Contract, the Special Provision shall control.

ARTICLE VIII
Continuing Disclosure

Section 8.01 Annual Reports. The Authority (and each Participating Member if required by the Rule in its approval certificate for any series of Bonds) shall file annually with the MSRB, (1) within six months after the end of each Fiscal Year of the Authority ending in or after 2025, financial information and operating data with respect to the Authority of the general type included in the Sale and Offering Documents authorized by Section [33] of the Bond Resolution, being the information described in Exhibit C to the Bond Resolution, and (2) if not provided as part of such financial information and operating data, audited financial statements of the Authority, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit C to the Bond Resolution, or such other accounting principles as the Authority may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Authority commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Authority shall file unaudited financial statements within such period and audited financial statements for the applicable Fiscal Year to the MSRB, when and if the audit report on such financial statements becomes available. The Authority must have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The annual financial statement, including the auditor's opinion on the statement, shall be filed in the office of the Secretary, Board of Directors, within 180 days after the last day of the Authority's Fiscal Year. Additionally, upon the filing of this financial statement and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the Authority changes its Fiscal Year, it will file notice of such change (and of the date of the new Fiscal Year end) with the MSRB prior to the next date by which the Authority otherwise would be required to provide financial information and operating data pursuant to this Section.

Section 8.02 Material Event Notices. The Authority shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;

- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Authority, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the Authority, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Authority, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Authority in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority, and (b) the Authority intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The Authority shall file notice with the MSRB, in a timely manner, of any failure by the Authority to provide financial information or operating data in accordance with this Section by the time required by this Section.

Section 8.03 Limitations, Disclaimers, and Amendments. The Authority shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Authority remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Authority in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Authority does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the Authority in observing or performing its obligations under this Section shall constitute a breach of or default under this Contract for purposes of any other provision of this Contract.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority under federal and state securities laws.

The provisions of this Section may be amended by the Authority from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Authority, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Contract that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Authority (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The Authority may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the Authority also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or

selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the Authority so amends the provisions of this Section, the Authority shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 8.04 Information Format – Incorporation by Reference. The Authority information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

ARTICLE IX General Provisions

Section 9.01 Term of Contract. This Contract shall be effective on and from the Contract Date and shall continue in force and effect for forty (40) years; provided, however, the term of this Contract and the expiration date may be extended for succeeding five (5) year periods at the option of one or more of the Participating Members. It is understood and agreed by the Authority and each Participating Member that the delivery of wastewater hereunder shall continue throughout any renewals or extension of this Contract. The Authority's obligation to provide wastewater services hereunder shall commence from the date the Expansion Project becomes operational and functional as certified by the consulting engineers for the Expansion Project.

Section 9.02 Approval and Consent. Unless otherwise provided herein, any approval or consent required by the provisions of this Contract by a Participating Member or the Authority shall be evidenced by a written resolution adopted by the governing body of the party giving such approval or consent (or by the General Manager on behalf of the Authority when permitted). Upon receipt of such written resolution duly certified by the appropriate party, the Authority or the Participating Member can conclusively act on the matter requiring such approval.

Section 9.03 Modification and Amendment.

A. No change, amendment, or modification of this Contract shall be made or be effective which will affect adversely the prompt payment when due of all money required to be paid by any Participating Member under this Contract or any similar contract, and no such change, amendment, or modification shall be made or be effective which would cause a violation of any provisions of any Bond Resolution.

B. This Contract may be amended upon the written consent of the Authority and all then Participating Members; provided, however, no amendment to this Contract shall impair the rights of any holder of any of the Authority's Bonds.

Section 9.04 Addresses and Notice. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties hereto shall, until changed as hereinafter provided, be as follows:

A. If to the Authority, to:

Cibolo Creek Municipal Authority
100 Dietz Road
Schertz, Texas 78154

B. If to the City of Schertz, Texas to:

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

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

Section 9.05 State or Federal Laws, Rules, Orders, or Regulations. This Contract is subject to all applicable federal and state laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction.

Section 9.06 Remedies Upon Default. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative. Recognizing, however, that the Authority's undertaking to provide and maintain the Expansion Project is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, the Authority agrees, in the event of any default on its part, that each Participating Member shall have available to it the equitable remedy of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available. Recognizing that failure in the performance of any Participating Member's obligations hereunder could not be adequately compensated in money damages alone, each Participating Member agrees in the event of any default on its part that the Authority shall have available to it the equitable remedy of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available to the Authority. Notwithstanding anything to the contrary contained in this Contract, any right or remedy or any default hereunder, except the right of the Authority to receive each of the Bond Payment and the Operation and Maintenance Payment, which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper

proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of such default. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto or of performance by any other party of any duty or obligation hereunder shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character, or description, under any circumstance.

Section 9.07 Severability. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws of the State or the United States of America, or in contravention of any such laws, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

Section 9.08 Venue. All amounts due under this Contract, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Guadalupe County, Texas, which is the County in which the principal administrative offices of the Authority are located. It is specifically agreed among the parties to this Contract that Guadalupe County, Texas, is the place of performance of this Contract; and in the event that any legal proceeding is brought to enforce this Contract or any provision hereof, the same shall be brought in the Texas state courts located in Guadalupe County, Texas.

Section 9.09 Assignment. Neither the Authority nor any Participating Member may assign any interest it may have under this Contract without the prior written consent of the other parties hereto; provided, however, the foregoing restriction shall not prevent the Authority from taking any action in connection with the issuance of the Bonds to secure the payment of the Bonds with amounts to be received by the Authority under this Contract.

Section 9.10 Entire Agreement. This Contract constitutes the entire agreement among the parties with respect to the delivery of wastewater to the Plant for treatment by the Authority for the benefit of the Participating Members.

Section 9.11 Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State, and the obligations, rights, and remedies of the parties hereunder shall be determined in accordance with such laws without reference to the laws of any other state or jurisdiction, except for applicable federal laws, rules, and regulations.

Section 9.12 Waiver of Governmental Immunity. The Participating Members under this Contract agree that the mutual commitment stated in this Contract to provide funding for utility system improvements constitute an agreement by each party for providing goods and services to the other parties, and that this Contract is subject to Chapter 271, Subchapter I, of the Texas Local Government Code. The parties hereto recognize and agree that the Legislature has thereby waived governmental immunity for parties under this Contract to the extent permitted by Chapter 271, Subchapter I, of the Texas Local Government Code.

Section 9.13 No Sale, Lease, or Other Transfer of Participating Member' Utility System. Pursuant to the terms of this Contract, a Participating Member, to the extent permitted by law, shall not sale, lease, or otherwise transfer any substantial interest in such Customer's utility system (constituting at least 50% of the fair market value of its utility system) without the written consent of the Authority.

Section 9.14 Counterparts. This Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed as of the day and year first above written.

CIBOLO CREEK MUNICIPAL
AUTHORITY

By: _____
President, Board of Directors

ATTEST:

Secretary, Board of Directors

(AUTHORITY SEAL)

CITY OF SCHERTZ, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

(CITY SEAL)

Exhibit A

Rate Methodology Established Pursuant to the Authority's Service Rules and Policies

TO BE DETERMINED

Exhibit B

Points of Delivery

TO BE DETERMINED

Exhibit C

Special Provisions

NONE

Exhibit D

South Wastewater Treatment Plant Service Area

CCMA South WWTP Expansion



City Council Meeting

April 15, 2025

South Plant WWTP Permit per TCEQ

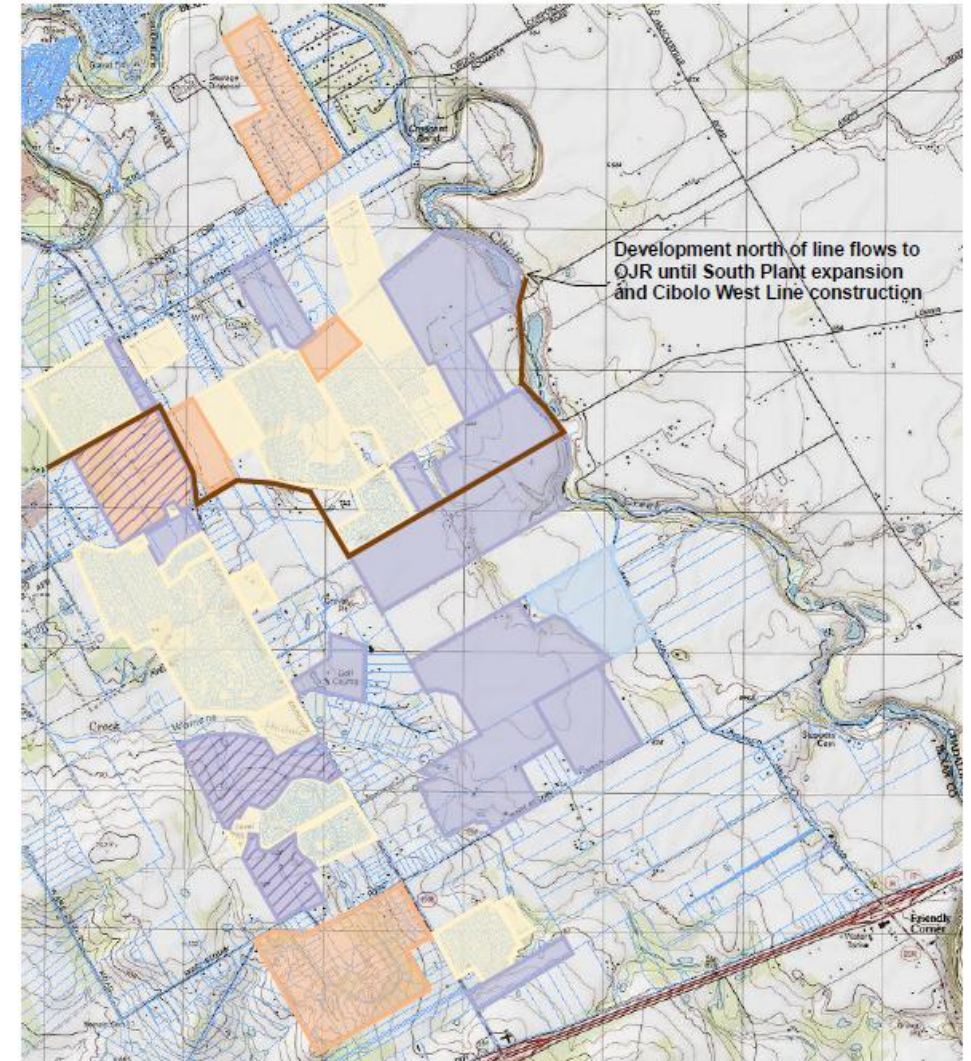
- These are the phases identified in the current CCMA discharge permit up to 3 MGD
- Interim Phase 1 (Current Phase)
 - 0.5 MGD (million gallons per day)
 - 3,225 LUEs worth of capacity (living unit equivalents, or single-family residences)
- Interim Phase 2
 - 1 MGD
 - 6,450 LUEs
- Final Phase
 - 3 MGD
 - 19,350 LUEs
- The plant can be expanded to any capacity between 1 MGD and 3 MGD with a minor amendment to the permit
- Expansion of the plant beyond 3 MGD will require a major amendment

CCMA South Plant WWTP Service Area



Demand for Wastewater Service – West of Cibolo Creek

- The following table reflects City of Schertz commitments to be served by the **CCMA South Plant WWTP**.
- Residential developments that flow to the CCMA South Plant are highlighted by red outline.



Schertz Expansion Request of CCMA

- Existing Southern WTP has a total of 0.5 MGD
 - Schertz has 0.25 MGD capacity out of the 0.5 MGD but 0.125 MGD is allocated to GVSUD
 - Cibolo has 0.25 MGD capacity out of the 0.5 MGD
- Schertz is requesting an additional 1.375 MGD (8,870 LUEs) to accommodate our flow requirements
- The plant expansion would be a minimum of 1.875 MGD
 - Schertz would have 1.625 MGD capacity (minus GVSUD's 0.125 MGD)
 - Cibolo would still only have 0.25 MGD capacity, if it does not participate in the expansion
 - Cibolo is considering whether to participate in an expansion and if so, at what level of capacity.

1.875 MGD Expansion Construction

- 1.875 MGD (12,096 LUEs) expansion to a permitted total of 2.375 MGD (15,322 LUEs)
 - Schertz would get an additional 1.375 MGD (8,870 LUEs) to accommodate our flow requirements
 - Schertz would own a total of 1.625 MGD (10,483 LUEs) in the expanded facility but GVSUD would have rights to 0.125 MGD (806 LUEs).
 - Cibolo would receive an additional 0.5 MGD (3,225 LUEs) to accommodate their own flow requirements plus their obligations to GVSUD under the comprehensive settlement agreement
 - Additional capacity for GVSUD is not included in this option, but if requested, should have little impact on the pricing for the two cities

1.875 MGD Expansion, Estimated Costs

- 1.875 MGD expansion would cost approximately \$64.69 million
 - This is assuming \$30 per gallon of construction costs and a 15% Engineering cost
 - Construction costs anywhere between \$25 per gallon and \$60 per gallon, with most recent jobs of this size and scope trending toward the lower end
 - Construction costs \$56.25 million
 - Schertz' share of cost at roughly 73% of the capacity would be roughly \$41.25 million
 - Design costs \$8.44 million
 - Schertz' share at roughly 73% would be roughly \$6.2 million
 - Total estimated costs for Schertz would be roughly \$47.5 million

Other Expansion Options

- If Cibolo were to opt in for more capacity and/or GVSUD opted in for capacity, the overall project cost would increase but Schertz' estimated cost would be the same, as Cibolo and/or GVSUD would bear the costs for that additional capacity.

Timeline and Next steps on Plant Expansion

- Cibolo and Schertz with CCMA to seek GVSUD's request for additional capacity
- 6-12 months for amending tri-party funding agreement between the cities and CCMA, potentially GVSUD
- 15-20 months of design and financing
 - The need for a major amendment can add time to this portion of the job, but would generally run concurrently with design
 - Litigation associated with the permitting process can add years to the project
- 3 months to advertise the project and evaluate respondents
- 24-30 months for construction
- **48-65 months for project completion**

Timeline and Next steps on Schertz Obtaining Interim Capacity

- Schertz is out of its current allocated capacity when considering the rights to capacity GVSUD has per the settlement Agreement.
- Presently only Schertz is sending flows to the south plant.
- Schertz has requested that additional interim capacity, until and expansion of the plant is complete from both Cibolo and GVSUD.
- If Schertz can obtain an additional .300 MGD in capacity that will accommodate the immediate requests for additional capacity
- Subsequent Requests for capacity will have to be lifted up to the OJR (North) plant.

Questions and Discussion

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025
Department: City Secretary
Subject: Resolution 25-R-132 -Selection of a Candidate for the TML Region 7 Director Election (Mayor/S.Edmondson)

BACKGROUND

The City of Schertz may choose from one candidate for the TML Region 7 Director Election Ballot. The candidates are: Councilmember Ed Cimics from Live Oak and Councilmember Norma Sanchez-Stevens from Cibolo.

Attachments

Resolution 25-R-132
TML Ballot 2025

RESOLUTION 25-R-132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, TO CAST ITS OFFICIAL BALLOT FOR A CANDIDATE FOR THE TEXAS MUNICIPAL LEAGUE (TML) REGION 7 BOARD OF DIRECTORS, AND OTHER MATTERS IN CONNECTION THERWITH

WHEREAS, the Texas Municipal League (TML) has opened nominations and initiated the election process for the Region 7 Director to the TML Board of Directors for the 2025-2027 term; and

WHEREAS, the TML Constitution and associated procedures authorize each member city within a region to cast one official vote for a candidate in the regional director election; and

WHEREAS, the City Council of the City of Schertz has duly considered the candidates for the Region 7 Director position; and

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

Section 1. The City Council hereby authorizes and directs the Mayor or City Secretary to cast the City of Schertz 's official vote for _____ for the position of Region 7 Director on the Texas Municipal League Board of Directors.

Section 2. The Mayor is hereby authorized to take any and all actions necessary to submit the city's official vote to the Texas Municipal League in accordance with the league's established procedures and deadlines.

Section 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED, this _____ day of _____ 2025.

City of Schertz

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary



OFFICIAL BALLOT

Texas Municipal League (TML) Region 7 Director Election

This is the official ballot for the election of the Region 7 director of the TML Board of Directors. You received this ballot because you are the city’s primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city’s governing body. Please record your city’s choice by placing an “X” in the square beside the candidate’s name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on October 23, 2025. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

Region 7 Director (select one)

Ed Cimics, Councilmember, Live Oak

Norma Sánchez-Stephens, Councilmember, Cibolo

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this _____ day of _____, 2025.

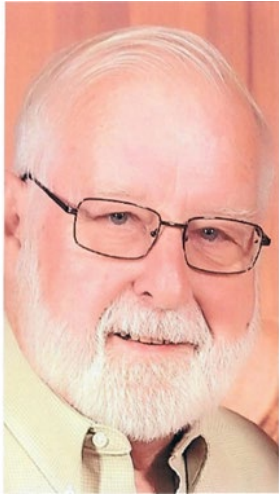
Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of City

Region 7 Director Candidate Biographies



Ed Cimics, Councilmember, Live Oak

Ed Cimics served a distinguished career in the United States Air Force for 20 years. He married in 1979, and he and his wife chose City of Live Oak their forever home in 1982. Cimics served his community after the military by joining the Live Oak Fire Department in 1997 as a volunteer. He touched many lives certifying to become an Emergency Medical Technician until 2010. He also served his community as a proud charter member of the Live Oak Lions Club from 1998 until 2009. He helped enhance Live Oak for its constituents by acquiring a memorial garden, floating fishing pier, and the first gazebo at the city park by the city lake. From 1998 to 2010, Cimics served on various City boards and commissions before deciding to run for City Council in 2010. Cimics has helped better serve his community and its citizens for the past 15 years with his seat on City Council. He also serves on the City's Economic Development Corporation helping to bring beneficial businesses to better serve the community. He also

volunteers in the community as a member of Live Oak Citizens Assisting Police where they support the Live Oak Police Department and the community. Cimics has been an active member of TML for over 20 years and has attended numerous TML workshops, conferences, and trainings to be recognized as an esteemed Certified Municipal Officer for the past 15 years. He accrues a minimum of 72 hours of continuing education annually to maintain this recognition. He also completed the TML Leadership Academy. He devotes significant time to his community and brings knowledge and leadership skills to the City. He has enjoyed watching it grow and develop into a premier community for its constituents to live, learn, work, and play.



Norma Sánchez-Stephens, Councilmember, Cibolo

Norma Sánchez-Stephens is a native Texan and a longtime resident of the City's tri-county area. She graduated locally from Judson High School and earned a bachelor's degree in banking and finance from the University of Incarnate Word in San Antonio. She established a successful career in the mortgage industry for ten years. She resigned as a mortgage loan officer to stay home and care for her family when her husband was deployed to Iraq with the Army National Guard. Having the desire to remain active, Sánchez-Stephens volunteered to serve as a leader for her husband's National Guard Unit's Family Readiness Group to assist fellow service member's families during deployment. She secured her group fitness instructor certification and

has served part-time at the Schertz YMCA since its opening in 2010, forging lasting bonds with Schertz and Cibolo residents that continue through today. Sánchez-Stephens officially moved to Cibolo in 2018 as their family's ideal community environment to raise their family. She and her husband, Michael, have been married 24 years, have five children (9, 11, 16, 17, and 18), and enjoy spending time with parents and siblings residing in the San Antonio area. Their family also enjoys being active within their church, community outreach, and volunteer opportunities. Since taking office, Sánchez-Stephens has actively attended TML Region 7 meetings and participated in TML's 2025 legislative day, where she has witnessed firsthand the incredible value of our cities coming together.

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 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)**
Following the Public Hearing, there will be a 45 minute Workshop Session for open dialogue between Residents, Council and Staff to address questions or concerns.

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 extraterritorial 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.

Attachments

Joint Land Use Study 2015
Special Election PowerPoint

JBSA-RANDOLPH



JOINT LAND USE STUDY



JBSA-RANDOLPH



JOINT LAND USE STUDY

This study was prepared under contract with Bexar County, with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of the key JLUS partners involved in the development of this study and does not necessarily reflect the views of the Office of Economic Adjustment.

JBSA – RANDOLPH
JOINT LAND USE STUDY

July 2015

Prepared for:

County of Bexar
Public Works Department
233 N Pecos-La Trinidad Street, Suite 420
San Antonio, Texas 78207
P (210) 335-1243



Prepared by:

Matrix Design Group



Please see the next page.

Executive Committee

The Executive Committee (EC) served an active and important role in providing policy direction during the development of the Joint Base San Antonio (JBSA) Randolph Joint Land Use Study (JLUS). The Executive Committee comprised the following individuals:

Tommy Adkisson, *Commissioner*
(Former)
County of Bexar

Tommy Calvert, Jr., *Commissioner*
County of Bexar

Judy Cope, *Commissioner*
County of Guadalupe

Jeannette Crabb, *Councilwoman*
City of Seguin

Phil Crane, *Representative*
Real Estate Council of San Antonio

Tom Daly, *Mayor*
City of Selma

Lloyd Doggett, *Representative, District 35*
U.S. House of Representatives

Joe Farias, *Representative, District 118*
Texas House of Representatives

Jim Fowler, *Councilman*
City of Schertz

Gilbert Gonzalez, *VP of Risk Management*
San Antonio Board of Realtors

Col. Gerald Goodfellow, *Commander (former)*
12th FTW, JBSA-Randolph

Roland Gutierrez, *Representative, District 119*,
Texas House of Representatives

Col. Matt Isler, *Commander*
12th FTW, JBSA-Randolph

Lisa Jackson, *Mayor*
City of Cibolo

Nadine Knaus, *Mayor Pro-Tem*
City of Garden Ridge

BG Bob Labrutta, *Commander*
502 ABW, JBSA

Ron Lozano, *Support Specialist*
FAA, Air Traffic Control Division

Ruth Jones McClendon, *Representative, District*
120, Texas House of Representatives

Robert Murdock, *Office of Military Affairs*
City of San Antonio

Tim O’Krongley, *Assistant Aviation Director*
City of San Antonio

Tim Pruski, *Representative*
Greater San Antonio Builders
Association

BGen Karen S. Rankin, *Commissioner*
USAF (Ret)
Texas Military Preparedness
Commission

Darcie Schipull, *Transportation*
Planner Texas Department of
Transportation

Greg Seidenberger, *Commissioner*
County of Guadalupe

Al Suarez, *Mayor*
City of Converse

Rebecca Viagran, *Councilwoman*
District 3, City of San Antonio

Scott Wayman, *Assistant City*
Manager
City of Live Oak

John Williams, *Mayor*
City of Universal City

Jim Wolverton, *Commissioner*
County of Guadalupe



EC Alternates

Nancy Cain, Administrator
City of Garden Ridge

Pamela Centano, Planning Assistant
City of Seguin

Timothy Ginn, Program Manager, Office of the Governor,
Texas Military Preparedness Commission

Lisa Marie Gomez, Director,
District 35 U.S. House of Representatives
Texas House of Representatives

Julianna Gonzaba, Chief of Staff,
District 118

Deborah Hosey, Senior Executive Secretary
City of San Antonio

Felipe Jimenez, Technical Director
502 ABW, JBSA

Amy Putney, Chief of Staff
County of Bexar

Cavett McCrary, Executive Assistant
County of Bexar

Marge Reyna, Office Manager, District 120
Texas House of Representatives

Ken Roberts, City Administrator
City of Selma

Francess Randall, Representative
County of Guadalupe

Ryan Rocha, Airport Operations Manager
City of San Antonio

Angela Shields, CEO/ President
San Antonio Board of Realtors

Terry Trevino, Director of Economic Development
City of Seguin

Margaret Wallace, Chief of Staff, District 119
Texas House of Representatives

Advisory Committee

The Advisory (AC) served a key role in the development of the JBSA-Randolph JLUS, providing the overall technical support, review, and guidance of the study. The Advisory Committee comprised the following individuals:

Michael Barrow, District 35
U.S. House of Representatives

Robert Brach, Development Services Engineer
County of Bexar

Bob Cantu, Chief of Staff
City of Schertz

Billy Classen, Representative
Greater San Antonio Builders Association

Rick Cortes, Assistant City Manager
City of Seguin

Allen Dunn, Representative
County of Guadalupe

Arthur Emerson, Commissioner
Texas Military Preparedness Commission

Jesús Garza, AICP, Office of Military Affairs
City of San Antonio

Gabriel Gonzales, Community Planner
JBSA

Lt. Col. Courtney Hamilton, 12th Operations
Support Squadron 12TH FTW, JBSA-Randolph

Robert Herrera, City Manager
City of Cibolo

Richard Hetzel, Representative
County of Guadalupe

Linda Jackson, District 120
Texas House of Representatives

Dawn Ann Larios, District 119
Texas House of Representatives

Christopher Looney, Policy Administrator,
Development Services, City of San Antonio

Ron Lozano, Support Specialist
FAA, Air Traffic Control Division

Jordan Matney, Economic and Community
Development Manager, City of Live Oak

John McCaw, Councilman
City of Garden Ridge

Michael Moore, President
Real Estate Council of San Antonio

John Quintanilla, Assistant City Manager
City of Converse

Ryan Rocha, *Airport Operations Manager*
City of San Antonio

Michele Ross, *Representative*
San Antonio Board of Realtors

Darcie Schipull, *Transportation Planner*
Texas Department of Transportation

Kim Turner, *Development Services Director*
City of Universal City

Larry Verner, *Engineer*
City of Selma

Walt Williams, *Representative*
County of Guadalupe

James Wimberley, *502 CES/CENPL*
JBSA

AC Alternates

Lt. Col. Robin Baldwin, *Director of Staff*
12th FTW, JBSA-Randolph

Timothy Ginn, *Program Manager,*
Office of the Governor, Texas Military
Preparedness Commission

J. Landon Kane, *Representative*
Real Estate Council of San Antonio

Randy Luensmann, *Director of Public Works*
City of Universal City

Nina Nixon-Mendez, *AICP, Planning Administrator*
City of San Antonio

Kate Silvas, *Executive Director, City of Converse*
Economic Development Corporation

Wiley Smith, *AICP, Community Planner*
JBSA

Lesa Wood, *Senior Planner*
City of Schertz

County of Bexar



Robert Brach, P.E., *Development Services Engineer*
County of Bexar Public Works

JLUS Consultant



Celeste Werner, *AICP*
Project Manager

Mike Hrapla
Deputy Project Manager

Rick Rust, *AICP*
Technical Manager

Michele Zehr-Mora
Planning Lead

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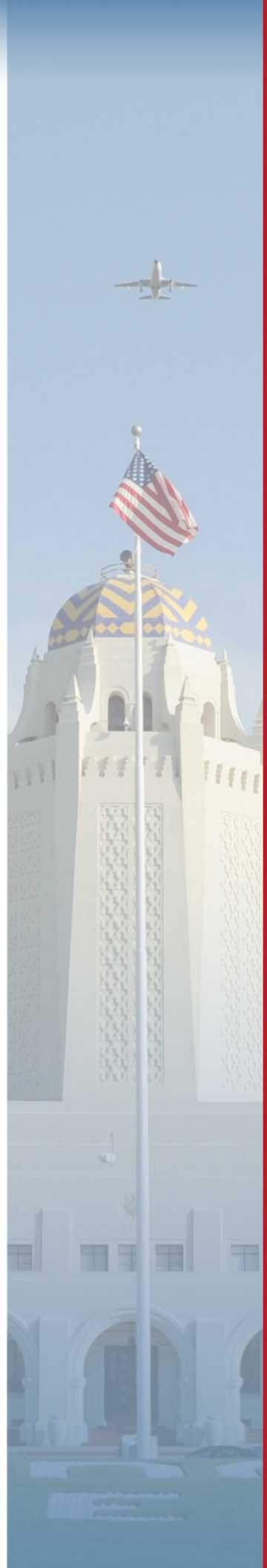
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* * *

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
-----	-------------------------

Z

Zon	Zoning Ordinance / Subdivision Regulations
-----	--

Please see the next page.

The Joint Base San Antonio-Randolph (JBSA-Randolph) Joint Land Use Study (JLUS) is a joint effort between the cities of 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.

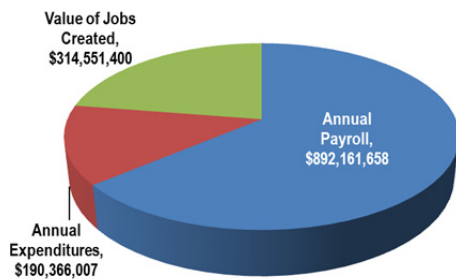
1.1 Why Prepare a JLUS?

A JLUS is necessary to ensure the future compatibility between land uses in surrounding communities necessary to support the continuation of the military mission at JBSA-Randolph and the increasing development occurring proximate to the installation. JBSA-Randolph is one of the three noncontiguous installations that comprise Joint Base San Antonio located in Bexar County. JBSA-Randolph is home to the 12th Flying Training Wing (FTW) whose primary mission is to provide basic pilot training and instructor pilot training to airmen. In addition, JBSA-Randolph is Headquarters for Air Education Training Command (AETC) whose mission is to develop airmen of today and tomorrow through various education disciplines and training activities.



1.2 Economic Benefit to the Region

In addition to being a critical flying training asset in the United States Air Force (USAF), JBSA-Randolph is also an important economic engine contributing to the local and regional economies through annual payroll, annual expenditures, and value of jobs created. The JLUS assists in preserving the continued economic benefit that JBSA-Randolph provides. In 2012, JBSA-Randolph generated over \$1.3 billion in local and regional economic impact and supported and served over 17,000 personnel. The \$1.3 billion in impact is broken down into three categories: annual payroll at \$892.1 million, annual expenditures (i.e. contracts and operations and maintenance) procured at \$190.3 million, and value of jobs created at \$314.5 million.



1.3 Compatibility Concerns

At JBSA-Randolph, the compatibility concerns relate to the growing population and expansion of developed land taking place in the incorporated communities surrounding the Joint Base. Over the past 10 years, the local communities surrounding JBSA-Randolph have increased by 60 percent from a base population of nearly 82,000 (from the communities surrounding the base and facilities excluding the City of San Antonio) to over 131,000 by the year 2010. While the regional area is expected to grow at a slow, steady rate for the next 20 years, the areas surrounding the base are growing rapidly. Such growth has the potential to cause development and infrastructure to be located in areas that are adjacent to or proximate to JBSA-Randolph. While adjacent development exists in various locations along the installation perimeter, without proper oversight and guidance, this continued pattern of

development could unintentionally jeopardize the USAF's ability to train its airmen, especially in newer aircraft systems.

1.4 JLUS Goal and Objectives

The goal of the JBSA-Randolph JLUS is to protect the viability of current and future military training operations, while simultaneously guiding community growth, sustaining the environmental and economic health of the region, and protecting public health, safety, and welfare. To achieve this goal, three primary JLUS objectives were identified:

- **Understanding.** Convene community and military representatives to identify, confirm, and understand compatibility issues in an open forum, taking into consideration both community and JBSA-Randolph perspectives and needs. This includes public awareness, education, and input organized into a cohesive outreach program.
- **Collaboration.** Encourage cooperative land use and resource planning among JBSA-Randolph and the surrounding communities so that future community growth and development are compatible with the training and operational missions at JBSA-Randolph seeking ways to reduce operational impacts on adjacent land proximate and within the study area.
- **Actions.** Provide a set of mutually supported tools, activities, and procedures from which local jurisdictions, agencies, and JBSA-Randolph can select, prepare, and approve / adopt and use to implement the recommendations developed during the JLUS process. The actions include both operational measures to mitigate installation impacts on surrounding communities and local government and agency approaches to reduce community impacts on military operations.

1.5 JLUS Partners

As highlighted in the objectives stated previously, the JBSA-Randolph JLUS process was designed to create a locally relevant study that builds consensus and obtains support from the various stakeholders involved. To

achieve the stated JLUS goal and objectives, the planning process included a public outreach program that utilized a variety of opportunities for interested parties to contribute to the development of the study.

Stakeholders include individuals, groups, organizations, and government entities interested in, affected by, or affecting the outcome of the JLUS project. An early step in any planning process is the identification of stakeholders. Informing or involving them early in the project is essential in the identification of their most important issues to address and resolve through the development of integrated strategies and measures. Stakeholders identified for the JBSA-Randolph JLUS included, but were not limited to, the following:

- JBSA-Randolph and JBSA personnel;
- Local jurisdictions (cities, counties and metropolitan planning organizations);
- Other partner agencies and organizations, such as local, regional, and state planning, regulatory, and land management agencies; landholding and regulatory federal agencies; landowner and realty associations; and other special interest groups (including local educational institutions and school districts);
- The general public, including residents and landowners.

These groups of stakeholders played a critical role in the development of the JBSA-Randolph JLUS and Background Report. Their input provided comprehensive, technical guidance relevant to their jurisdiction’s policies, regulations, culture, and values. The JBSA-Randolph stakeholder groups helped shape the various strategies identified in this document.

1.6 Local Communities

This JLUS could not have been possible without the effort provided by the 11 communities participating in this study illustrated on Figure 1:

- Bexar County
- City of Converse
- City of Garden Ridge
- City of Live Oak
- City of San Antonio

- City of Schertz
- City of Selma
- City of Universal City
- Guadalupe County
- City of Cibolo
- City of Seguin

In addition to the partners listed above, the JBSA-Randolph JLUS partnered with other agencies and organizations that provide a state, regional and / or community perspective. These partners brought to the study a vast, expert knowledge base in varying disciplines, including regional transportation practices, natural resources, and local “on-the-ground” perspective relevant to the unique land features and land ownership patterns. A complete listing of affiliated stakeholder groups that played a vital role in the development of the JBSA-Randolph JLUS includes:

- Federal Aviation Administration (FAA)
- Greater San Antonio Builders Association
- Real Estate Council of San Antonio
- San Antonio Board of Realtors
- Texas House of Representatives, District 118
- Texas House of Representatives, District 119
- Texas House of Representatives, District 120
- Texas Military Preparedness Commission
- U.S. House of Representatives, District 35
- Texas Department of Transportation

1.7 Public Participation

The general public was instrumental in the development of the JLUS and strategies by providing their perspective and feedback, both in public workshops and through the use of the interactive project website (www.jbsa-randolphjlus.com). During the development of the JLUS, three public workshops and one public hearing were held to solicit public input on the direction and content of the JLUS.

JLUS Committees

Two committees, comprising city, county, military, and other partner agencies and organizations, guided the development of the JBSA-Randolph JLUS:

Executive Committee (EC). This committee was responsible for leading the direction of the JLUS; its members are listed in the Acknowledgements section of this report.

JLUS Advisory Committee (AC). The AC identified and addressed technical issues, provided feedback on report development, and assisted in the development and evaluation of implementation strategies. The AC members are listed in the Acknowledgements section of this report.

1.8 JLUS Study Area

The JBSA-Randolph JLUS Study Area was designed to encompass all lands and operational areas of JBSA-Randolph locations and use areas that may impact current or future military operations or be impacted by these operations.

JBSA-Randolph is located in northeastern Bexar County, Texas, situated outside the San Antonio city limits, and is surrounded by several small municipalities: the City of Universal City to the north; the City of Schertz to the northeast, east and south; and the City of Converse to the west. The areas north and west of the installation are urbanized, while the area south and east of the installation are predominantly agricultural and open space with pockets of residential subdivisions.

JBSA-Seguin is a sub-installation of JBSA-Randolph and is located one mile east-southeast of the City of Seguin along U.S. Route 90 (US-90). The City of Seguin is characterized as a rural and agriculture-friendly municipality located 30 miles east of JBSA-Randolph along the Interstate-10 and US-90 corridor.

Stinson Municipal Airport is owned and operated by the City of San Antonio. It is situated in San Antonio City Council District 3, just south of downtown and is open to public use. It is approximately 33 miles south-southwest of JBSA-Randolph proper and is contracted by the Department of Defense (DOD) to enable flying training exercises.

The area around Stinson Municipal Airport is characterized by portions of residential development and open and park space. Figure 1 illustrates the overall JBSA-Randolph JLUS study area.

Please see the next page.

The Joint Land Use Study (JLUS) study area includes three distinct and separate locations all within south-central Texas. Joint Base San Antonio-Randolph (JBSA-Randolph) is northeast of the City of San Antonio and is located between Interstates 10 and 35 in Bexar County. JBSA-Seguin Auxiliary Airfield (JBSA-Seguin) is located about 30 miles east of JBSA-Randolph, just south of Interstate-10 (I-10) in Guadalupe County. Stinson Municipal Airport, which is owned and operated by the City of San Antonio, is located in the southeast sector of San Antonio in City Council District 3, just west of I-37.

The present setting and character of the three areas within the overall study area are both, urban and rural. The area surrounding JBSA-Randolph includes both developed and undeveloped lands. The northern and western areas adjacent to the installation are primarily developed including residential, commercial, and industrial uses. The east and south areas of JBSA-Randolph are characterized by more rural land including agricultural, open / undeveloped, and low-density or rural residential uses.

The San Antonio metropolitan area is host to a diverse local economy and is a regional center for retail, business, and manufacturing. Several significant economic drivers exist throughout the JLUS Study Area, including the Caterpillar engine assembly plant in Seguin; the Hanson Quarry in Garden Ridge; and the San Antonio Military Medical Center in San Antonio. The diverse economy within the San Antonio metropolitan area comprises several industries including healthcare, retail, accommodation, administration, finance and insurance, construction, and manufacturing. These industries reflect the major economic development sectors found throughout the region. The suburban communities have diverse economies, but also rely on JBSA-Randolph for local economic support.

2.1 JLUS Community Growth Trends

Recent population growth has brought significant development to the study area. Every jurisdiction, with the exception of the cities of San Antonio and Seguin, experienced growth rates higher than those of the State of Texas and Bexar County, with the City of Selma growing by over 600 percent in the last decade. Additionally, the cities of Converse, Cibolo, Garden Ridge, and Schertz all experienced substantial growth due to the outward expansion from the central core of San Antonio and general expansion within these cities. Table 1 shows the population change from 2000 to 2010 and notes the percent change in the 10 years.

Despite this being a large, urbanized area, the majority of land in Bexar County is developed characterized by one major city, the City of San Antonio, numerous other cities, towns and military bases. This urbanized area encompasses 656 square miles within Bexar County, while the unincorporated area covers 600 square miles. JBSA R and Stinson Municipal Airport are located entirely within the county while JBSA-S is located in neighboring Guadalupe County.

Currently, the area within Guadalupe County continues to experience growth and, in recent years, a diversified economy and population boom. Manufacturing supported over 6,000 jobs in Guadalupe County in 2009, generating \$1.62 billion. Caterpillar built a \$170 million manufacturing plant in the City of Seguin, which supports 1,400 jobs in the area. The county's population has experienced a dramatic increase in recent years and had a 2010 population of 131,533. This population is largely clustered in or around Schertz, Cibolo, Seguin, and, to a small extent, the peripheries of New Braunfels and San Marcos.



The balance of Guadalupe County remains unchanged from earlier times and is primarily rural and agricultural.

**Table 1. Population Change 2000-2010
JBSA-Randolph JLUS Study Area**

Jurisdiction	2000	2010	Percent Change
State of Texas	20,851,820	25,145,561	21%
Bexar County	1,392,931	1,714,773	23%
City of Converse	11,508	18,198	58%
City of Garden Ridge	1,882	3,259	73%
City of Live Oak	9,156	13,131	43%
City of San Antonio	1,144,646	1,327,407	16%
City of Schertz	18,694	31,465	68%
City of Selma	788	5,540	603%
City of Universal City	14,849	18,530	25%
Guadalupe County	89,023	131,533	48%
City of Cibolo	3,035	15,349	406%
City of Seguin	22,011	25,175	14%

Source: Census.gov, 2000, 2010.

Future Population Projections

The Texas State Data Center (TSDC) prepared three projection scenarios for forty year population growth estimates for the State of Texas and all counties within its jurisdiction. The estimates included Bexar and Guadalupe counties, which are included in the study area. The TSDC included a background of the methodology used to prepare the three projection scenarios and provided recommendations regarding the use of each scenario's data set. The three data sets focused on a "Zero Migration Scenario", a "One-Half 2000-2010 Migration (0.5) Scenario", or a "2000-2010 Migration (1.0) Scenario". Matrix employed the recommendation for use of the "One-Half 2000-2010 Migration (0.5) Scenario" by the TSDC in so far as the TSDC noted that the "0.5 scenario continues to be the most appropriate scenario for most counties for use in long-term planning." These 0.5 migration projections are identified in Table 2.

These projections demonstrate a continued rate of growth in the State of Texas, Bexar County, and Guadalupe County. Although this information is not specific to the JLUS study area, it is helpful as it substantiates other growth projections and helpful in understanding regional growth trends.

Source: Texas State Data Center, *Projections of the Population of Texas and Counties in Texas by Age, Sex and Race/Ethnicity for 2010-2050*, Nov 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

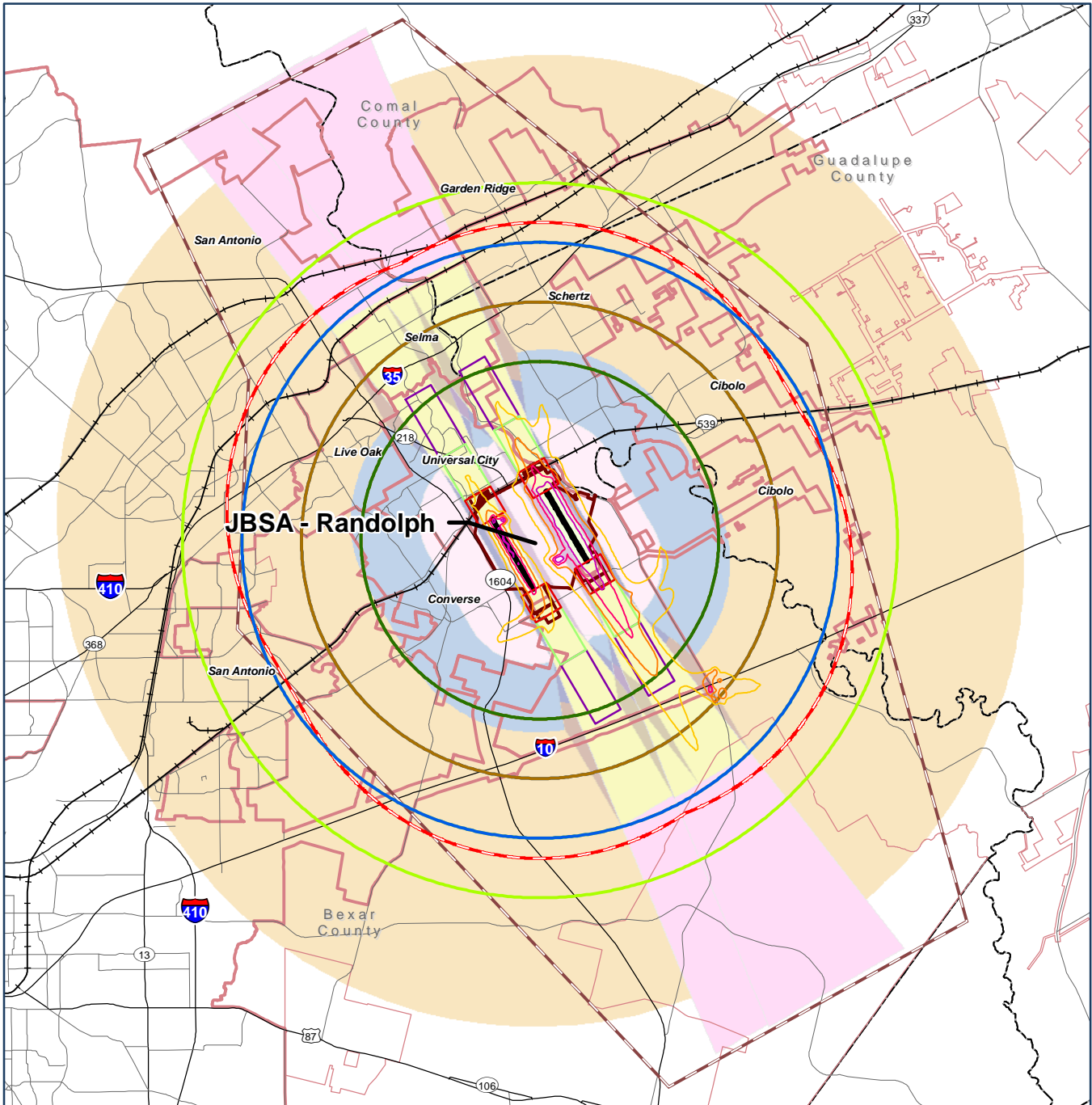
The JBSA-Randolph mission profile is composed of various footprints that are associated with the mission. These components are either tangible meaning that they are either physically seen and / or heard or intangible meaning that they exist within space without being seen or heard. One example of a tangible 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

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-635)

Noise Contour (dB)

- 65
- 70
- 75
- 80

FAA Part 77

- Up to 200' @ 3NM
- Up to 300' @ 4NM
- Up to 400' @ 5NM
- Up to 500' @ 6NM

Accident Potential Zones

- Clear Zone
- APZ I
- APZ II

- Regional Cities
- JLUS Partners
- City / Community
- Bexar and Guadalupe County Boundaries

- JBSA - Randolph
- Runway Centerline
- Interstate / Highway
- Road
- Railroad
- River

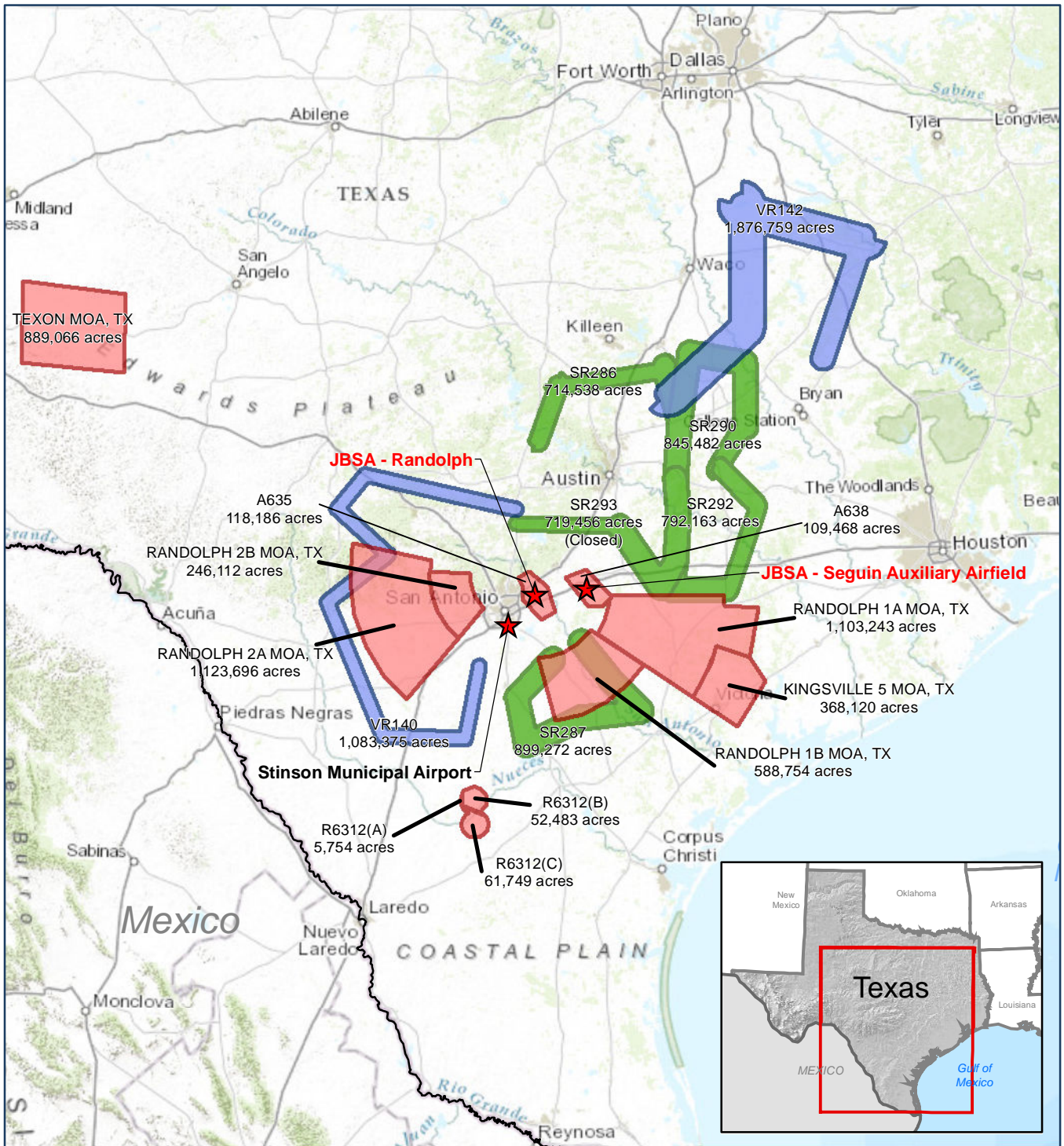


0 1 2 Miles

Sources: JBSA - Randolph, 2013; FAA, 2013.



Figure 2
Military Footprint Composite
JBSA - Randolph



Legend

- ★ JLSU Airfield / Airport
- Slow Speed Low Altitude Training Route
- Special Use Airspace
- Military Training Route
- State Boundary
- 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.

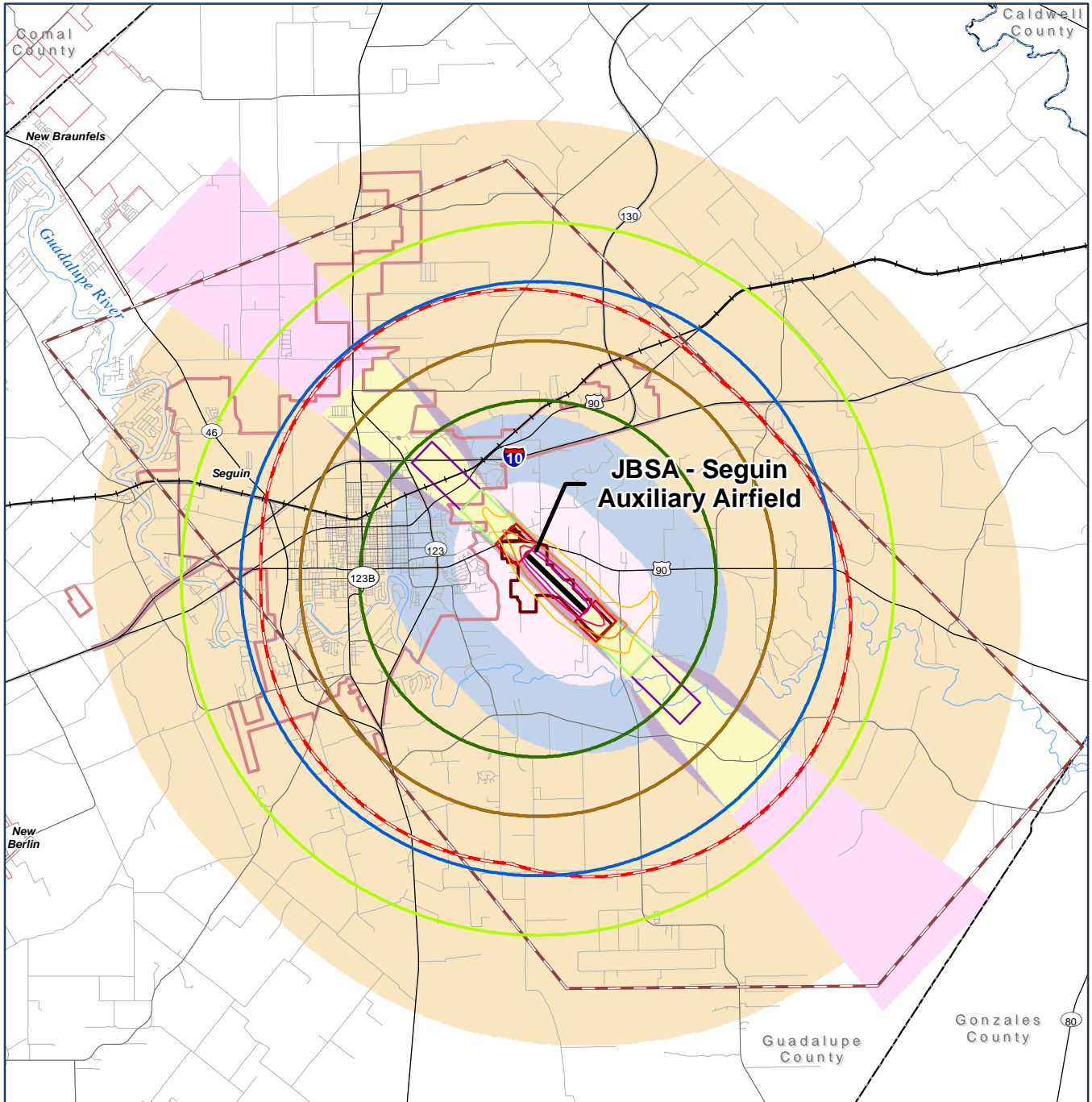
JBSA-Seguin Military Mission Footprints

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
- Seguin
- Guadalupe County

JLUS Partners

- JBSA - Seguin Auxiliary Airfield
- Runway Centerline
- Interstate / Highway
- Road
- Railroad
- River

Sources: JBSA - Randolph, 2013; FAA, 2013; AICUZ Study for Seguin Auxiliary Airfield, 2000.

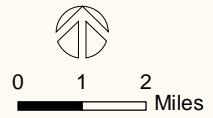


Figure 4
Military Footprint Composite
JBSA - Seguin Auxiliary Airfield

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.

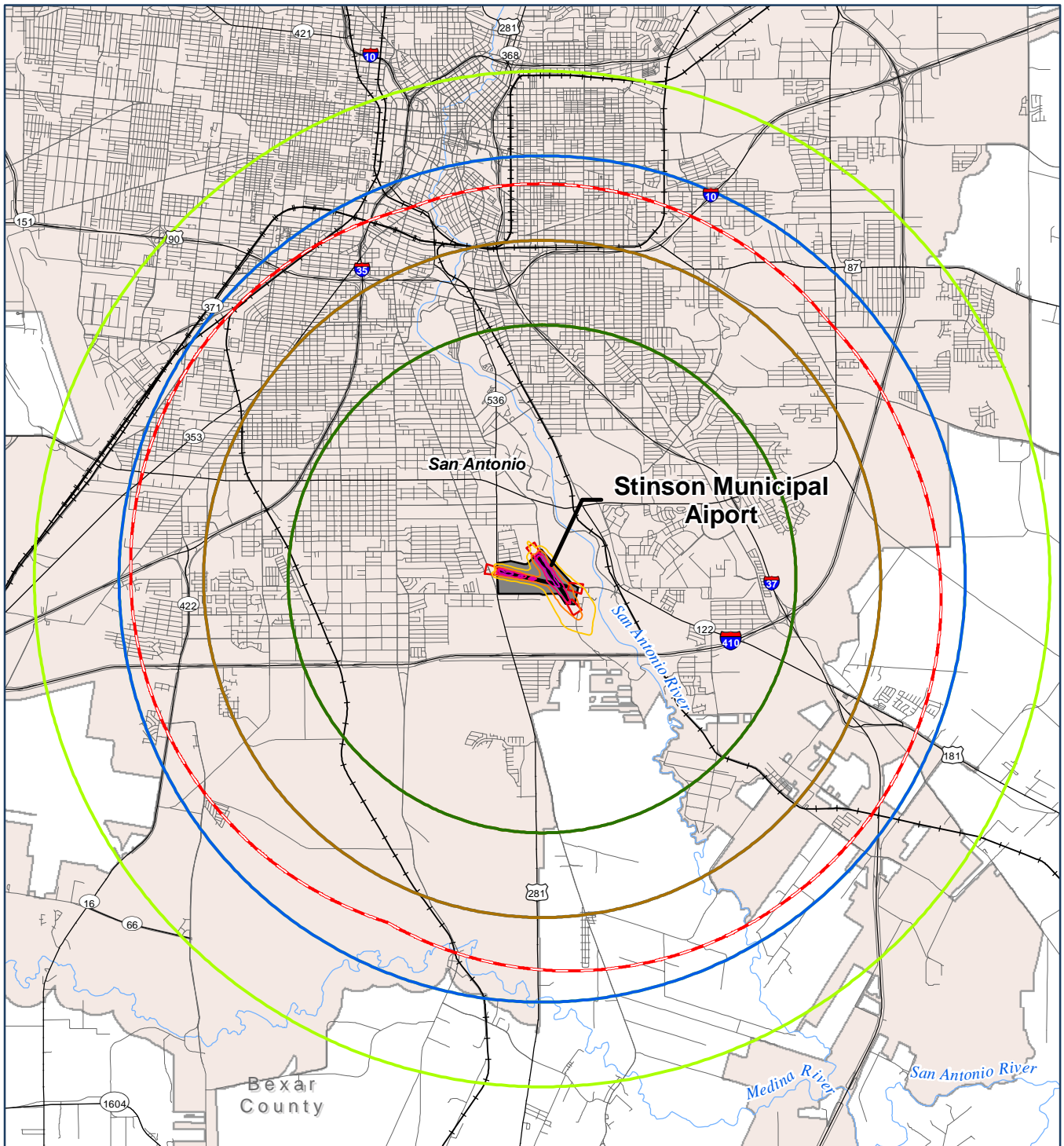
Source: Stinson Municipal Airport Master Plan Update (May 2013) Kimley-Horn and Assoc.; Airport Master Record (Jun 27, 2013) FAA; Advisory Circular 150/5300-13A (Sept 28, 2012) FAA; San Antonio Sectional (May 2, 2013) FAA; FAA Airport Master Record, 2013.

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	Noise Contours (DNL) FAA Part 77	JLUS Partner	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

The federal programs and policies are provided for by the various branches of the federal government. These tools authorize other federal, state, and local agencies to implement regulatory measures and policies to protect the multiple resources that are involved in land use and military compatibility planning. The intent of these regulatory measures and policies include the protection and preservation of the quality of life and public welfare and the myriad of natural resources including land, water, and airspace.

These tools assist land use decision makers and planners of all levels to make informed decisions, which can enable compatible land use development between joint land uses—military and community land uses.

Federal programs and policies were evaluated in the JBSA-Randolph JLUS to assist in determining where areas of improvement could enable enhanced land use planning at the local level. Some key federal programs that were evaluated in the JBSA-Randolph JLUS process include but are not limited to the Air Installation Compatible Use Zone (AICUZ) Program and the Federal Aviation Act, specifically FAA Regulation Title 14 Part 77. For a complete description of these programs and tools, see the Background Report, Chapter 4, Existing Compatibility Tools.

4.2 JBSA-Randolph Tools

The JBSA-Randolph installation tools provide guidance for land uses and development activities on the installation. These tools govern land use decisions that occur inside the fence line.

These tools provide guidance and establish standard operating procedures during certain events such as a bird air strike hazard (BASH) condition and / or the parameters for conducting missions within the military operating area (MOA). There are various installation tools that are instrumental in assisting and guiding land use decisions as they interface with the military mission. Some key JBSA-Randolph tools that were evaluated in the JLUS process include but are not limited to the BASH Plan and the JBSA-Randolph 2030 General Plan. However it should be noted, the 12 Flying Training Wing (FTW) does not consider the AICUZ land use recommendations as compatible with its training operations. The 12 FTW conducts approximately 200,000 flight movements annually in fighter-trainer type aircraft and the density of urban development recommended by the AICUZ substantially increases mission risk and the likelihood that people and property will be significantly impacted by an aircraft mishap.



4.3 State of Texas Tools

The state tools provide further assistance and protection of land uses in the State of Texas. The tools authorize or mandate local counties and cities to provide for the protection of the State’s valuable industries including the DOD and agriculture. In addition, the State’s tools require communities and developers to protect and preserve the State’s natural resources including land and water by establishing further regulatory measures to ensure the natural environment is preserved and protected from over-consumptive practices.

Some essential State tools that were analyzed in this JLUS include but are not limited to the Joint Airport Zoning Board (JAZB) authorized by Chapter 241 of the Texas Local Government Code, the Texas Military Preparedness Commission and the Airport Compatibility Guidelines authored by the Texas Department of Transportation, Aviation Division.

4.4 Texas Local Jurisdiction Planning Tools

The planning tools used by the study area jurisdictions were analyzed and categorized as permanent, semi-permanent, or conditional. In Texas, only cities may enforce traditional land use and development regulatory authority. Very few counties in Texas have limited authority to regulate land uses, i.e. Bexar County is authorized to regulate lighting in the unincorporated portions of the county. Counties are not required to adopt Comprehensive Plans; however, cities are required by state law to have a comprehensive plan and update it every five years.

Texas Local Government Code provides cities and counties with authority to regulate the subdivision of land within incorporated and extraterritorial jurisdiction (ETJ) areas, including managing roads, streets, drainage, and rights-of-way. In general, land cannot be divided in Texas without local government approval. Dividing land for sale or lease is regulated by local ordinances based on the Texas Local Government Code (Chapter 212 for cities and Chapter 232 for counties).

In the case of cities, the comprehensive plan, zoning, subdivision, and other ordinances govern the design of the subdivision, the size of its lots, and the types of improvements (street construction, sewer lines,

drainage facilities, etc.). Counties may only regulate subdivisions as they apply to roads, property setbacks and groundwater.

There are 29 incorporated municipalities and numerous smaller, unincorporated communities within Bexar and Guadalupe Counties. While the missions conducted at JBSA-Randolph have the potential to intermittently affect different parts of the counties at one time or another, this JLUS focuses on areas of Bexar County and its incorporated cities of Converse, Garden Ridge, Live Oak, San Antonio, Schertz, Selma, and Universal City, and Guadalupe County and its incorporated cities of Cibolo and Seguin. These areas are most affected by JBSA-Randolph operations and conversely, are the areas that have the most potential to pose compatibility issues for JBSA-Randolph.

Some essential local jurisdiction planning tools that were analyzed in this JLUS include but are not limited to the following:

- Comprehensive Plans, Unified Development Code and Zoning Ordinances and Orders, and Subdivision Regulations
- Building Codes
- Annexation Regulations
- City of San Antonio Airport Hazard Overlay District/ Military Airport Overlay Zone
- City of San Antonio Military Sound Attenuation Overlay Districts, Section 35-339.05
- City of Schertz Airport Installation Compatible Use Zone District
- City of Universal City Perpetual Clear Zone Easement and Formal Coordination Letters

The local jurisdiction planning tools provide further assistance and protection of land uses in the communities proximate to JBSA-Randolph facilities.

5.1 Identification of Compatibility Issues

Compatibility, in relation to military readiness, is defined as the balance or compromise between community and military needs and interests. The goal of compatibility planning is to promote an environment where both entities communicate, coordinate, and implement mutually supportive actions that allow them to achieve their respective goals and objectives.

Numerous factors influence whether community and military plans, programs, and activities are compatible or in conflict. For the JBSA-Randolph JLUS, 24 compatibility factors were evaluated to confirm the presence of, and establish priorities for, the key Study Area issues. Two of these factors, noise and vibration, were grouped together due to similar issues and strategies.

5.2 JBSA-Randolph Compatibility Issues by Factor

Alternative Energy Development is the likelihood of development of alternative energy developments within the JBSA-Randolph JLUS Study Area. Alternative energy includes wind and solar energy facilities. Any current or proposed wind or solar facilities in the study area located in areas where low-altitude aviation operations can occur can create a vertical obstruction and / or visual impairment for pilots. The uncoordinated placement of these facilities can lead to incompatibilities with the JBSA-Randolph mission. The following Alternative Energy Development issue was identified:

- Local ordinances do not regulate alternative energy equipment or facility siting which may pose a vertical obstruction and/or safety issue for flight operations.

Anti-Terrorism / Force Protection is the protection and security of the nation's defense assets. Issues are created when national defenses can be breached or compromised, such as development close to the fence line where the public can view operational activities. It is important for the DOD and JBSA-Randolph to address these issues to ensure military readiness. The following Anti-Terrorism / Force Protection issue was identified:

- JBSA-Randolph East Gate does not meet all AT / FP requirements, which may affect security and local community traffic congestion due to the traffic throughput constraints at the gate.

Communication / Coordination is the communication and collaboration between multiple agencies engaged in a common goal. For the JBSA-Randolph JLUS, interagency coordination represents several challenges for both JBSA-Randolph and surrounding communities. The lack of a coordinated approach when planning activities including proposed development and infrastructure extensions can result in incompatibilities for sustaining the JBSA-Randolph mission and growth of the surrounding communities. The lack of information sharing such as important geographic information system data used for planning and mapping can potentially result in incompatible development near the installation and ranges. The following Interagency Communication / Coordination issues were identified:

- Local jurisdictions and the public are not clear who they should contact at JBSA-Randolph regarding specific questions, complaints or coordination.



- There is a need for JBSA-Randolph to enhance their coordination and notification with the local jurisdictions / public when there is an increase in military training activities that are outside their typical training schedule.
- There is a need for better coordination between JBSA-Randolph and local jurisdictions regarding proposed development applications to achieve compatible development in support of the military mission and the positive economic impact the military brings to the community.
- There is no defined JBSA-Randolph response time for reviewing proposed development actions within the Universal City Perpetual Clear Zone Easement Area.
- There is a lack of notification or accurate notification to potential buyers looking to purchase property / homes within the Accident Potential or Clear Zones.
- There is a lack of notification to potential home buyers that a military installation is located within the area which may generate noise, vibration or other impacts associated with military missions.
- Multiple agencies advocate for the preservation of military mission and local economic development and have similar overarching goals, but lack integrated coordination reducing the potential for maximization of resource use and shared benefits.
- A comprehensive set of Geographic Information Systems (GIS) data depicting military mission profiles and footprints is not available to local jurisdictions and agencies.
- Continued coordination of the shared airspace between JBSA-Randolph and San Antonio International Airport is important to ensure the safety of the pilots and the public located beneath the airspace.
- Despite notification from Houston Air Route Traffic Control Center, general aviation aircraft enter Military Operating Areas where military aircraft are conducting nontraditional flight maneuvers.

- The Metropolitan Planning Organization Board does not include JBSA-Randolph representation.
- There is a lack of temporary construction and crane operation permits within the jurisdictions for the approach and departure corridor.

Dust, Smoke, and Steam is a by-product generated by both military and civilian activities. Dust and smoke is not only a visibility nuisance, but can also be an air quality issue for Bexar County. Dust from agriculture activities located near the airfields can be incompatible with low-level flight operations and create visual impediments for pilot navigation. The following Dust, Smoke, and Steam issue was identified:

- The refinery near Stinson Municipal Airport emits particulate into the air that can create a visibility hazard for pilots.

Housing Availability is the availability of eligible and qualified housing units to military personnel and their families. While military personnel from visiting units reside on-base, mission increases will need to be coordinated with communities so that they can plan and prepare for additional housing to accommodate any growth in personnel. The following Local Housing Availability issue was identified:

- As growth continues to occur within the area surrounding JBSA-Randolph, the availability of adequate housing to support the needs of military personnel may be limited.

Infrastructure Extensions represent compatibility issues for JBSA-Randolph based on their proposed or planned location. Transportation routes and electrical and water infrastructure impact land uses differently based on location, magnitude of the improvements, and the resulting outcome. Infrastructure extensions tend to catalyze development in the surrounding communities. This development can create incompatibilities with JBSA-Randolph military operations. The following Infrastructure Extensions issues were identified:

- Desire for additional sewer treatment capacity within the City of Schertz – south and east of JBSA-Randolph as well as other future plans for infrastructure improvements in surrounding communities could encourage incompatible growth.
- JBSA-Randolph currently does not have a redundant water supply system and may be at risk if their existing system fails.

Land / Air Space Competition is defined as multiple uses of both land and air spaces. The JBSA-Randolph JLUS evaluated land and air space shared between military and civilian activities relative to commercial / civilian—general aviation operations in the region. The JBSA-Randolph JLUS also assessed several land areas used for recreational purposes. The following Competition for Land and Air Spaces issues were identified:

- The airspace that JBSA-Randolph uses is already congested and concerns exist that the competition for airspace will increase due to community airport growth, expanded JBSA-Randolph operations, and potential San Antonio International Airport runway improvements.
- New Braunfels Regional Airport and Stinson Municipal Airport civilian flight training operations occur in the same airspace used by JBSA-Randolph military trainers for runway approach.
- Proximity of other airfields to JBSA-Randolph and JBSA-S auxiliary runway approaches create airspace conflicts.



Land Use is the impetus for the JBSA-Randolph JLUS. The JLUS assesses various components of land use to determine

compatibility between unique military missions and the economic vision of the surrounding jurisdictions. This assessment considers accomplishing mutual goals and benefits to facilitate the military's continued training mission for readiness while allowing for economic development in adjacent communities. Certain land uses are sensitive to noise, vibration, and other impacts generated by military training exercises. In contrast, certain land uses employed by communities can limit

military training activities by encouraging annexation practices in areas critical to the military mission. The following Land Use issues were identified:

- Several local jurisdictions that have areas which are located within the airfield safety zones or noise contours do not reference or implement the AICUZ recommendations.
- The language about AICUZ recommendations in a few of the local jurisdictions zoning ordinances are not clear and may create an interpretation challenge.
- Concern about the application of the 2011 AICUZ DOD Instructions Floor to Area Ratio (FAR) recommendation. The Floor to Area ratio recommendation was not part of the AICUZ but it is part of the instructions.

Legislative Initiatives are issues that require legislative action or amendments to ensure compatibility factors are addressed within local jurisdictions that affect or are affected by proximity to JBSA-Randolph. The following Legislative Initiatives issue was identified:

- Current real estate seller disclosure forms do not contain notice informing potential buyers that military training operations occur within the area.
- Bexar and Guadalupe Counties have limited zoning and subdivision authority, which restricts the enforcement of compatible development.

Light and Glare can be generated by both military and civilian uses. Light and glare can be generated from certain construction materials during the daytime when sunlight reflects off the structure. This can create visual impairments for pilots flying at low altitudes. Certain types of alternative energy development can create glare for pilots in training, posing a safety hazard to the pilot and the aircraft. The following Light and Glare issues were identified:

- Commercial and retail development, particularly outdoor retail and commercial activities that require additional lighting, may impact flight operations at JBSA-Randolph.
- Rooftop- or ground-mounted solar panels without anti-reflective coating can create glare.
- Directed light from unregulated and unconventional sources, i.e., laser scope for paint

ball shooting accuracy, can be hazardous to pilots and cause temporary blinding.

- A lack of consistency in controlling light sources, glare, and general ambient light may result in an unsuitable night training environment for flying training operations.

Noise and Vibration are the result of both military training exercises and construction and development activities. These factors can be incompatible with sensitive land uses. Noise that is loud and extending into night hours can disrupt the lives of the public. Vibration can disrupt daily living activities and in extreme cases cause structural damage. The JLUS strives to balance community quality of life with mission operations and readiness.

The following Noise and Vibration issues were identified:

- The military flight operations that occur at JBSA-Randolph, JBSA-S, and Stinson Municipal Airport produce noise that is heard outside the boundaries of the installations.
- Local jurisdiction's building codes do not require sound attenuation per the Federal Aviation Administration / Department Of Defense guidance.
- JBSA-Randolph and San Antonio International Airport flight patterns may be redirected due to weather or congestion which may lead to noise complaints sent to JBSA-Randolph that were actually caused by aircraft from the commercial airport.
- General concern that JBSA-Randolph cannot forecast future mission requirements, i.e., larger aircraft, which may generate a larger noise footprint and increase noise complaints from the community since many people are not aware that a change in a flying mission may impact the amount of aircraft noise they may hear.
- JBSA-Randolph may expand maintenance depot activities and night operations that could include engine run-up exercises on test cells which may generate an increase in noise complaints.
- Concern that noise complaints may increase at JBSA-S Auxiliary Airfield after the runway

improvements are completed and flight operations resume.

- Vibration complaints are an issue in the cities of Schertz and Universal City.

Roadway Capacity can create incompatibilities between military operations and civilian activities due to limited roadway capacity. Roadway Capacity was evaluated for coordination of improved public roadways to meet the needs of both military and civilian uses. The following Roadway Capacity issue was identified:

- Mass transit is limited around JBSA-Randolph due to the suburban nature of the area.
- Road network near JBSA-Randolph is congested with frequent wait times / delays during peak use hours; this affects JBSA-Randolph and local communities.
- Potential retail development along FM-3009 (Roy Richard Drive) and Interstate 35 in the city of Schertz may result in increased local traffic.
- Current Union Pacific rail operations supporting the natural gas extraction industry temporarily halt thru-traffic on State Highway 218 (Pat Booker Road) causing periodic vehicle stacking near JBSA-Randolph.
- Thirty to forty commercial deliveries / trucks queue along Old Seguin Road to enter JBSA-Randolph through the South Gate and impact local roadway congestion.
- Existing interstate infrastructure is at capacity, which results in regional traffic congestion and impacts daily workforce commuters to and from JBSA-Randolph.

Safety issues are generated by both military and civilian land uses. Safety concerns relevant to military operations include development (i.e. even the stacking of hay bales and other such commodities) near or adjacent to the runway in areas where development is strongly discouraged such as the Clear Zone. Safety issues are also evaluated based on the land uses located near active runways, such as water features, that can attract birds and wildlife to this critical aviation area where low-speed low-altitude aircraft perform operations. The following Safety issues were identified:

- There are existing land uses and proposed developments within the airfield safety zones around JBSA-Randolph that are incompatible.
- A portion of existing development within the JBSA-Seguin airfield safety zones is incompatible due to the type of land use and / or density.
- A portion of existing development near Stinson Municipal Airport is nonconforming due to buildings or structures located in runway protection zones.
- There are no policies or regulations that deal with land uses that may pose Bird/Wildlife Aircraft Strike Hazard risks near JBSA-Randolph and JBSA-Seguin.
- Any development that occurs within the CZ and is not part of the CZ easement will be incompatible per DOD AICUZ instructions.
- San Antonio International Airport's aging radar equipment services all local airfields, but requires routine repairs and lacks a backup and redundancy system.



Vertical Obstructions

are structures that impede navigable airspace for both military and civilian aircraft operations. Structures that pose a threat to the airspace for military and civilian aviation

include tall wind turbines and wireless communication towers. It is important to ensure the communities adjacent to JBSA-Randolph plan accordingly to safeguard against unintended safety concerns relative to structures that obstruct navigable airspace. The following Vertical Obstructions issues were identified:

- Current ordinances do not adequately regulate building heights in conjunction with FAA Imaginary Surfaces height recommendations.
- Though local zoning ordinances do not consider adjustments for site elevations that are higher than the existing airfield elevation at JBSA-Randolph for wireless communication tower permits, telecom contractors coordinate directly with the FAA regarding height restrictions and lighting and a statement from JBSA-Randolph must be provided that the proposed communication use will not interfere with flight operations prior to approaching local municipalities to install or upgrade cell towers.
- Allowing each new vertical structure / equipment application to construct an individual tower results in crowded airspace.
- Above ground utility poles are located in JBSA-Randolph runway approach and departure flight corridors and may be a vertical obstruction to flight operations and pose a safety risk.

Water Quality and Quantity is the factor that assesses the quantity and quality of water resources in the JBSA-Randolph JLUS Study Area. This factor evaluates the amount of water that is utilized by the installation relative to the available supply of water and then compares that with the demand and supply that is utilized by the surrounding communities to provide for the necessary public services. In addition to evaluating the water supply, this factor also reviews the overall quality of public water use in the JLUS Study Area. Water quality can be affected by military operations, public recreation use and stormwater drainage. The following Water Quality and Quantity issues have been identified:

- Edwards Aquifer provides the majority of local water supply and future supplies could be constrained by various demands. Current and future regional water quantity and availability are major concerns.
- The City of Converse may face additional storm water runoff from the JBSA-Randolph runway if additional paving is installed.

Please see the next page.

6.1 Implementation Plan

This section identifies and organizes the recommended actions (strategies) developed through a collaborative effort between representatives of local jurisdictions, JBSA-Randolph (JBSA-Randolph), state and federal agencies, local organizations, the general public and other stakeholders that own or manage land or resources in the region. Because the JBSA-Randolph JLUS is the result of a collaborative planning process, the recommendations in this section represent a true consensus plan; a realistic and coordinated approach to compatibility planning developed with the support of stakeholders involved throughout the process.

JLUS strategies incorporate a variety of actions that can be implemented to promote compatible land use and resource planning. Upon implementation, existing and potential compatibility issues arising from the civilian / military interface can be removed or significantly mitigated. As such, the recommended strategies function as the heart of the JLUS document and are the culmination of the planning process.

The recommended strategies for JBSA-Randolph JLUS have been tailored to consider the unique flight operations and associated risk factors including Bird / Wildlife Aircraft Strike Hazards (BASH) specific to JBSA-R and to assist the installation and surrounding counties and cities with informed development decisions that protect the aviation mission and growth capability of communities while protecting the public health, safety, and welfare.

The JBSA-Randolph mission is unique within the Air Force due to its high volume of pilot training aircraft operations, making the installation control towers the busiest in the Air Force. Due to weather factors and pre-existing high-density development north of JBSA-Randolph, approximately 70-80% of these operations are conducted to the south. The 12th Flying Training Wing conducts over 26,000 sorties annually, including more than 212,000 local takeoffs and landing traffic pattern operations in 2014. In particular, the 12th Flying Training Wing conducted over 115,000 takeoffs and landings on the west runway in 2014 alone with the high-performance T-6 Texan trainer as the primary aircraft accounting for these operations. Due to the requirement to deconflict operations from the east parallel runway, departing aircraft must fly a course heading of 160 degrees to the west of the APZs. However, on every takeoff, there is a 30 second window in which a pilot's only safe option is to eject in the case of an engine failure. In this circumstance, the probability that the aircraft will land in the APZs is high. The T-38 Talon is a dual-engine fighter-trainer aircraft that operates from the east runway. There is a significantly more acute risk of an accident occurring with this aircraft during traffic pattern operations due 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

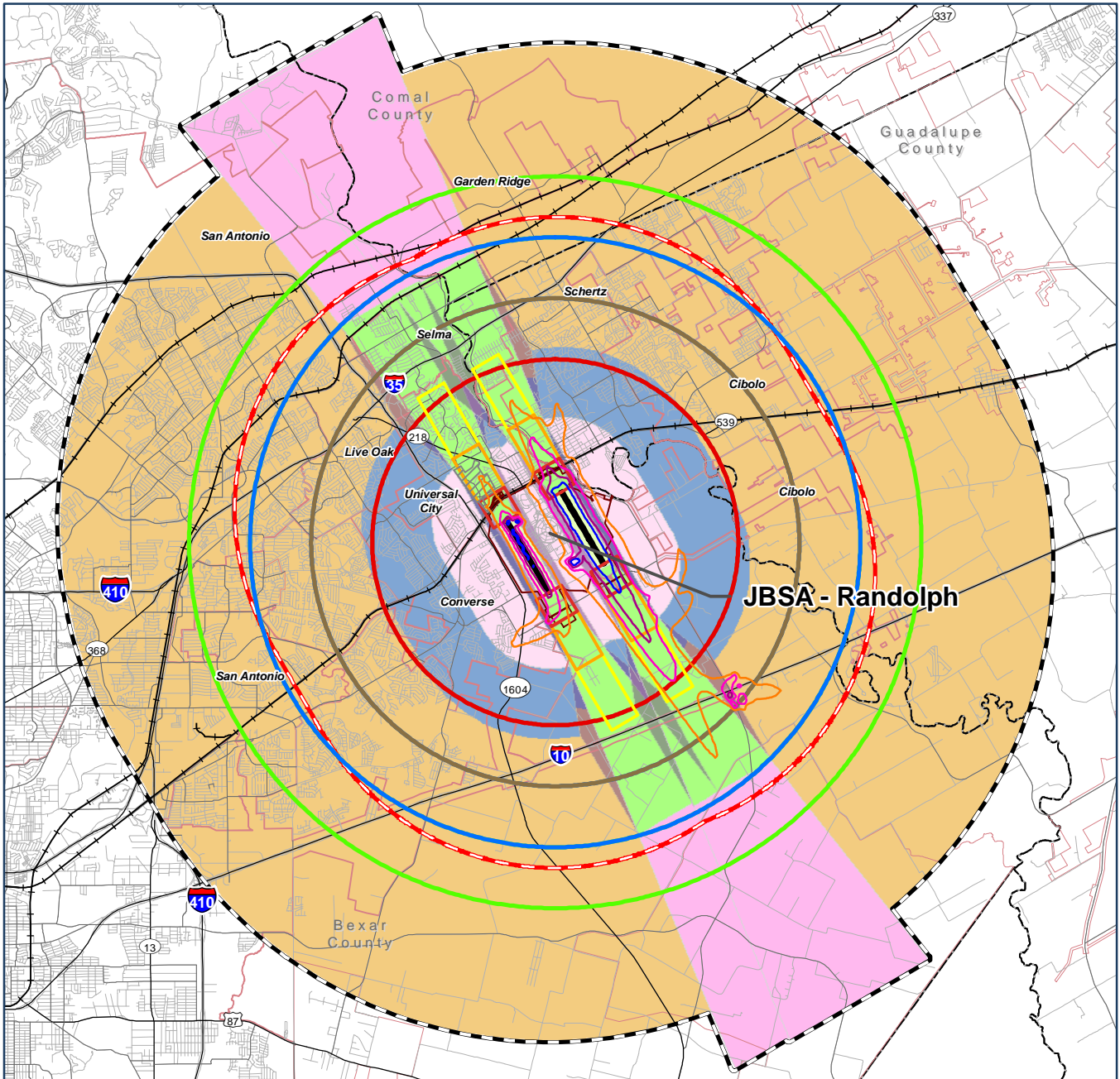
The 500-foot clearance zone is characterized by the vertical limits of the most expansive imaginary surface—the approach and departure clearance surface, illustrated on Figure 6.2. In this surface, for every 50 horizontal feet extending from the end of runway, development can extend one vertical foot 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"> MIAOD Boundary 5-mile BASH Relevancy Area Subzone Safety Subzone Clear Zone APZ I APZ II | <p>Vertical Obstruction Subzone</p> <p>FAA Part 77</p> <ul style="list-style-type: none"> Up to 200' @ 3NM Up to 300' @ 4NM Up to 400' @ 5NM Up to 500' @ 6NM <p>Airfield Imaginary Surface</p> <ul style="list-style-type: none"> Primary Surface Subzone Approach/Departure Clearance Surface Subzone (glide angle) = 50 ft to 1 ft up to 500 ft | <p>Airfield Imaginary Surface</p> <ul style="list-style-type: none"> 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 | <p>Noise Subzone</p> <ul style="list-style-type: none"> 65 dB 70 dB 75 dB 80 dB <p>JLUS Partners</p> <ul style="list-style-type: none"> Regional Cities City / Community Bexar and Guadalupe County Boundaries | <ul style="list-style-type: none"> JBSA - Randolph Perpetual CZ Easement Runway Centerline Interstate / Highway Road Railroad River |
|---|---|---|--|---|

Sources: FAA, 2013; JBSA-Randolph, 2013.

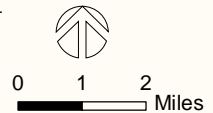
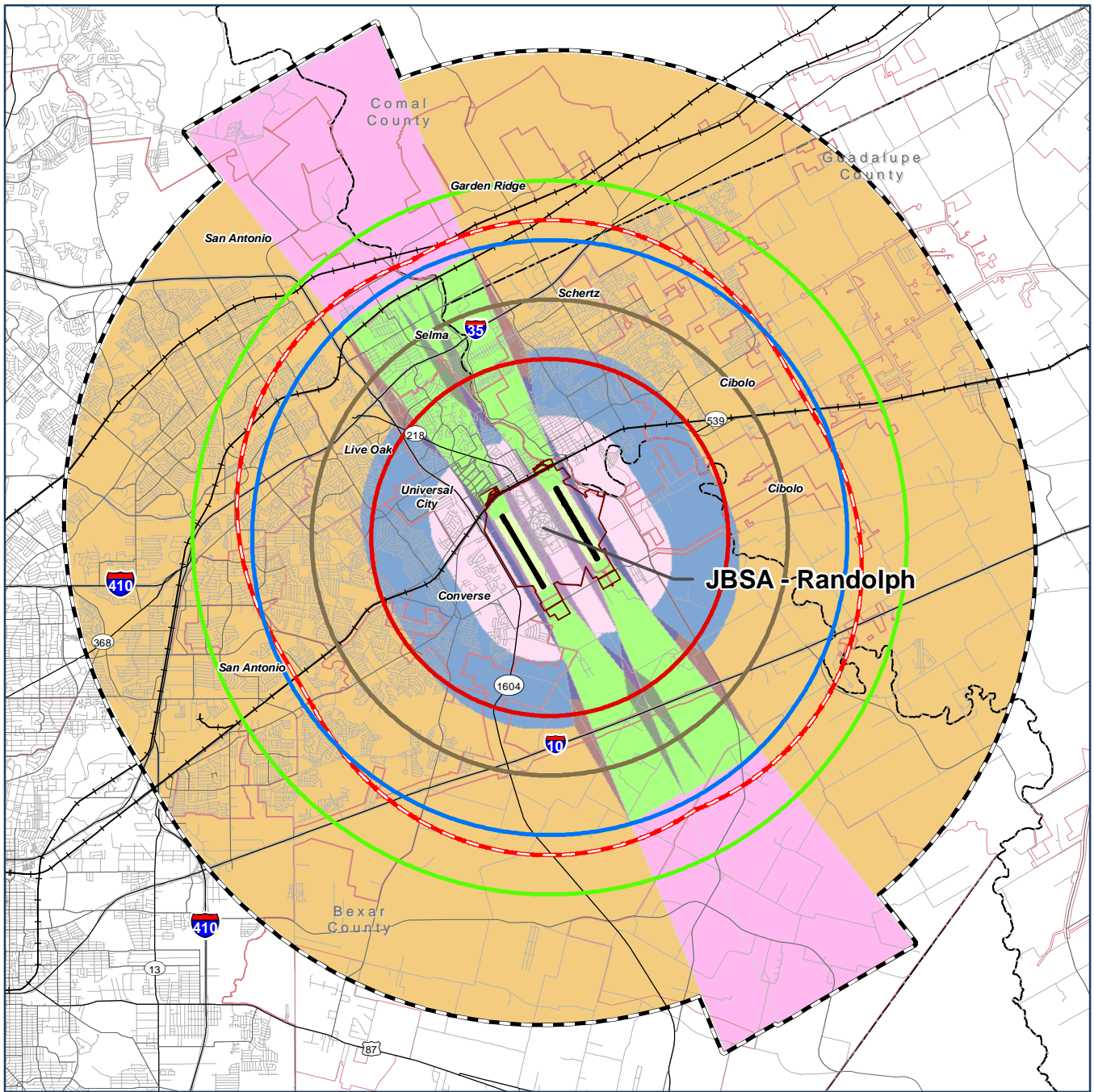


Figure 6.1
Military Influence Area Overlay District (MIAOD) and
Subzones Composite
JBSA-Randolph



Legend		Vertical Obstruction Subzone			
MIAOD Boundary	FAA Part 77	Airfield Imaginary Surface	Regional Cities	Interstate / Highway	
5-mile BASH Relevancy Area Subzone	Up to 200' @ 3NM	Approach/Departure Clearance Surface Subzone (horizontal) = 500 ft	City / Community	Road	
	Up to 300' @ 4NM	Inner Horizontal Surface Subzone = 150 ft	Bexar and Guadalupe County Boundaries	Railroad	
	Up to 400' @ 5NM	Conical Surface Subzone = 20 ft to 1 ft	JBSA - Randolph	River	
	Up to 500' @ 6NM	Outer Horizontal Surface Subzone = 500 ft	Perpetual CZ Easement		
	Airfield Imaginary Surface	Transitional Surface Subzone = 7ft to 1 ft	Runway Centerline		
	Primary Surface Subzone				
	Approach/Departure Clearance Surface Subzone (glide angle) = 50 ft to 1 ft up to 500 ft				

Sources: FAA, 2013; JBSA-Randolph, 2013.

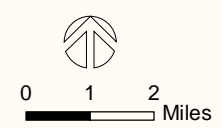
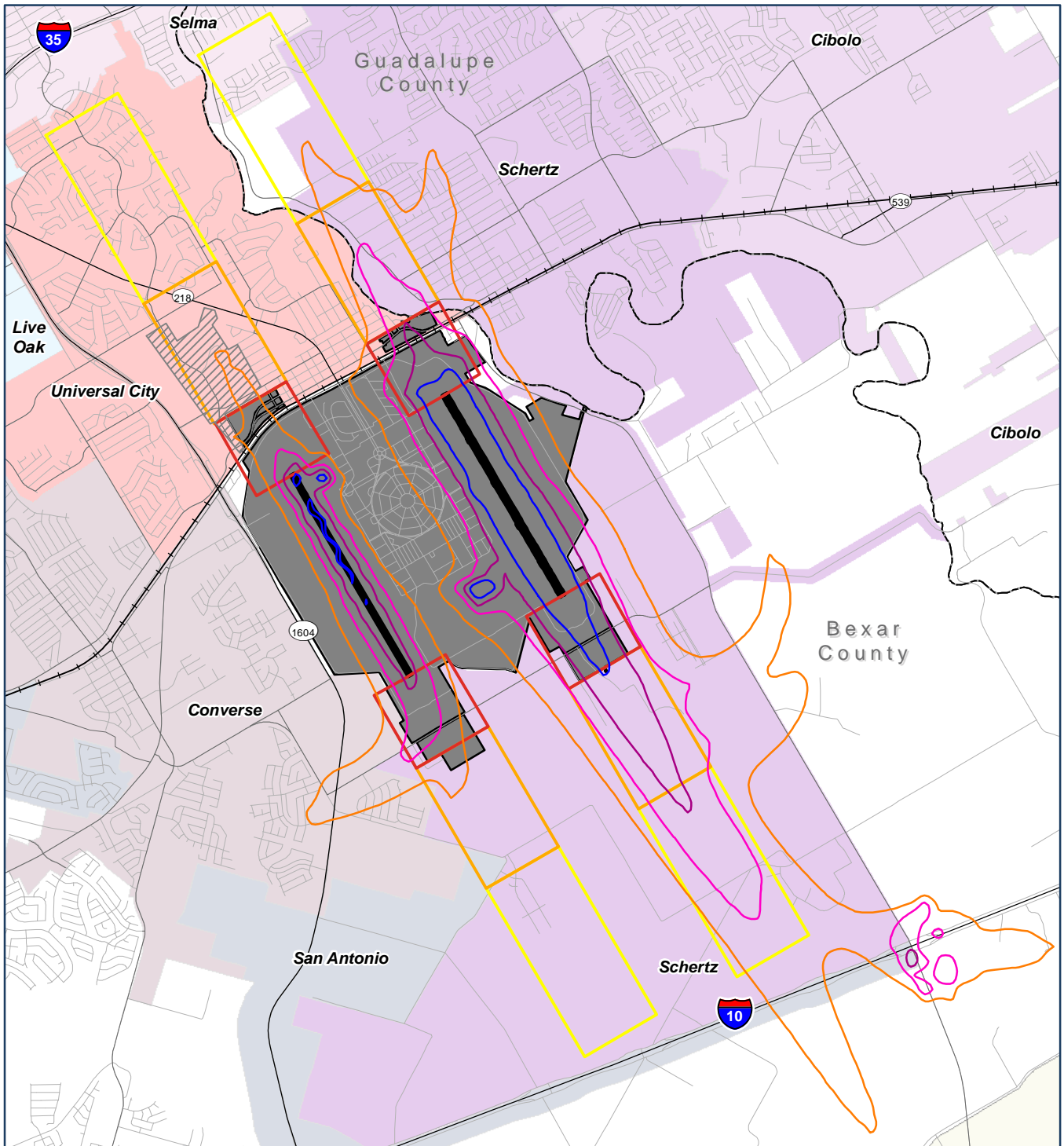


Figure 6.2
Military Influence Area Overlay District (MIAOD) with Subzones
BASH and Vertical Obstruction
JBSA-Randolph



Legend

Safety Subzone	Noise Subzone	JLUS Partners	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			Interstate / Highway	
				Road	

Source: JBSA-Randolph, 2013.

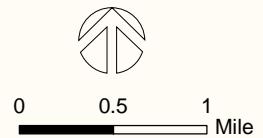


Figure 6.3
Military Influence Area Overlay District (MIAOD) with Subzones
 Safety and Noise
 JBSA-Randolph

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

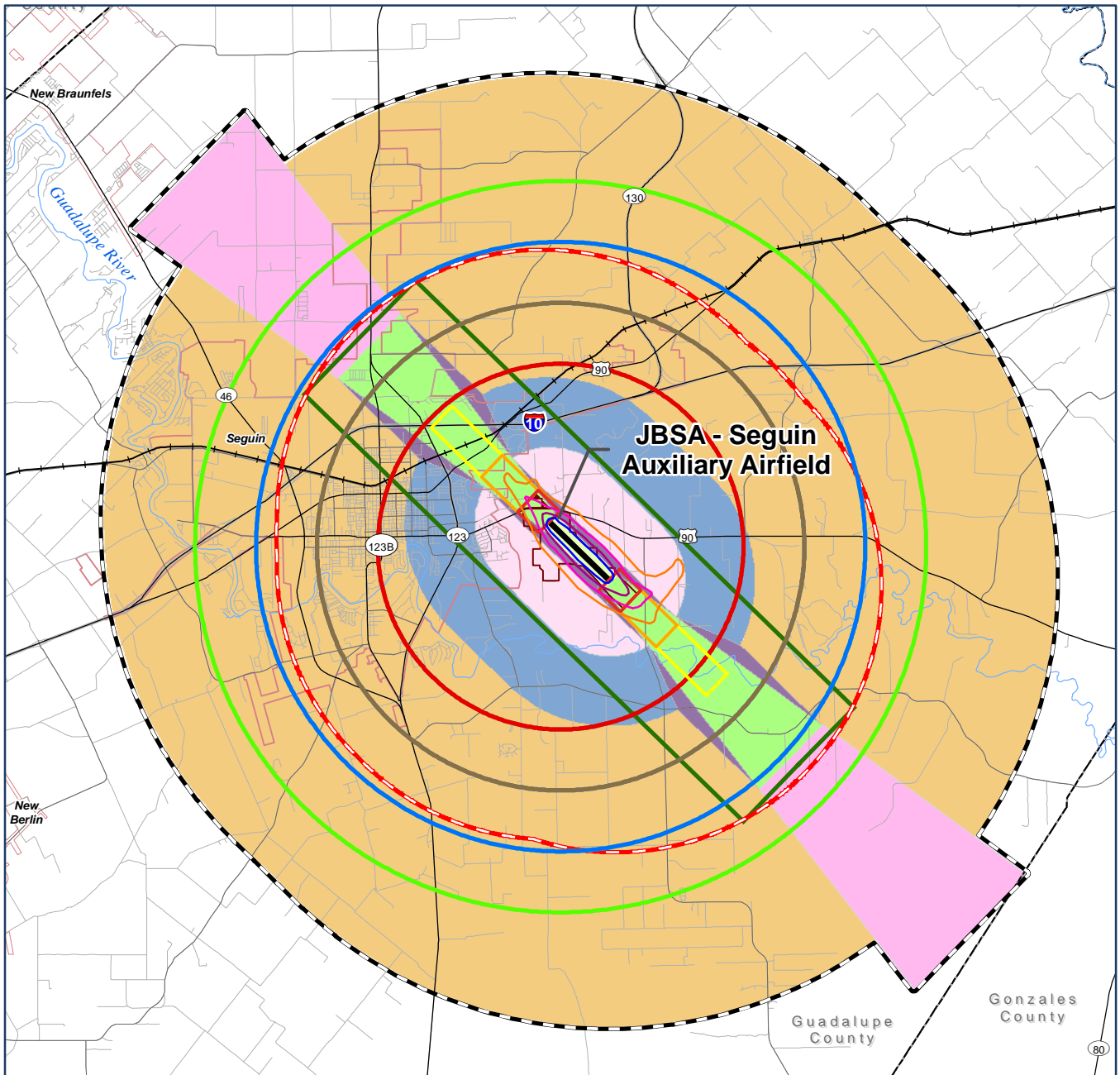
The CCLUA boundary around JBSA-Seguin is the MIA subzone that would allow for airfield zoning coordination and would give land use authority to an established Joint Airport Zoning Board (JAZB), pursuant to Texas Local Government Code, Section 241.014. This MIA subzone defines an area for the JAZB to 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		Vertical Obstruction Subzone		Noise Subzone			
MIAOD Boundary	5-mile BASH Relevancy Area Subzone	FAA Part 77	Airfield Imaginary Surface	65 dB	70 dB	JBSA - Seguin Auxiliary Airfield	Runway Centerline
Controlled Compatible Land Use Area Subzone	Up to 200' @ 3NM	Approach/Departure Clearance Surface Subzone (horizontal) = 500 ft	Inner Horizontal Surface Subzone = 150 ft	75 dB	80 dB	Interstate / Highway	Road
Safety Subzone	Up to 300' @ 4NM	Conical Surface Subzone = 20 ft to 1 ft	Outer Horizontal Surface Subzone = 500 ft	Regional Cities	Seguin	Railroad	River
Clear Zone	Up to 400' @ 5NM	Transitional Surface Subzone = 7ft to 1 ft		JLUS Partners	Guadalupe County		
APZ I	Up to 500' @ 6NM			Seguin	Guadalupe County Boundary		
APZ II	Airfield Imaginary Surface						
	Primary Surface Subzone						
	Approach/Departure Clearance Surface Subzone (glide angle) = 50 ft to 1 ft up to 500 ft						

Sources: FAA, 2013; JBSA-Randolph, 2013.

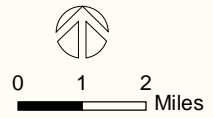
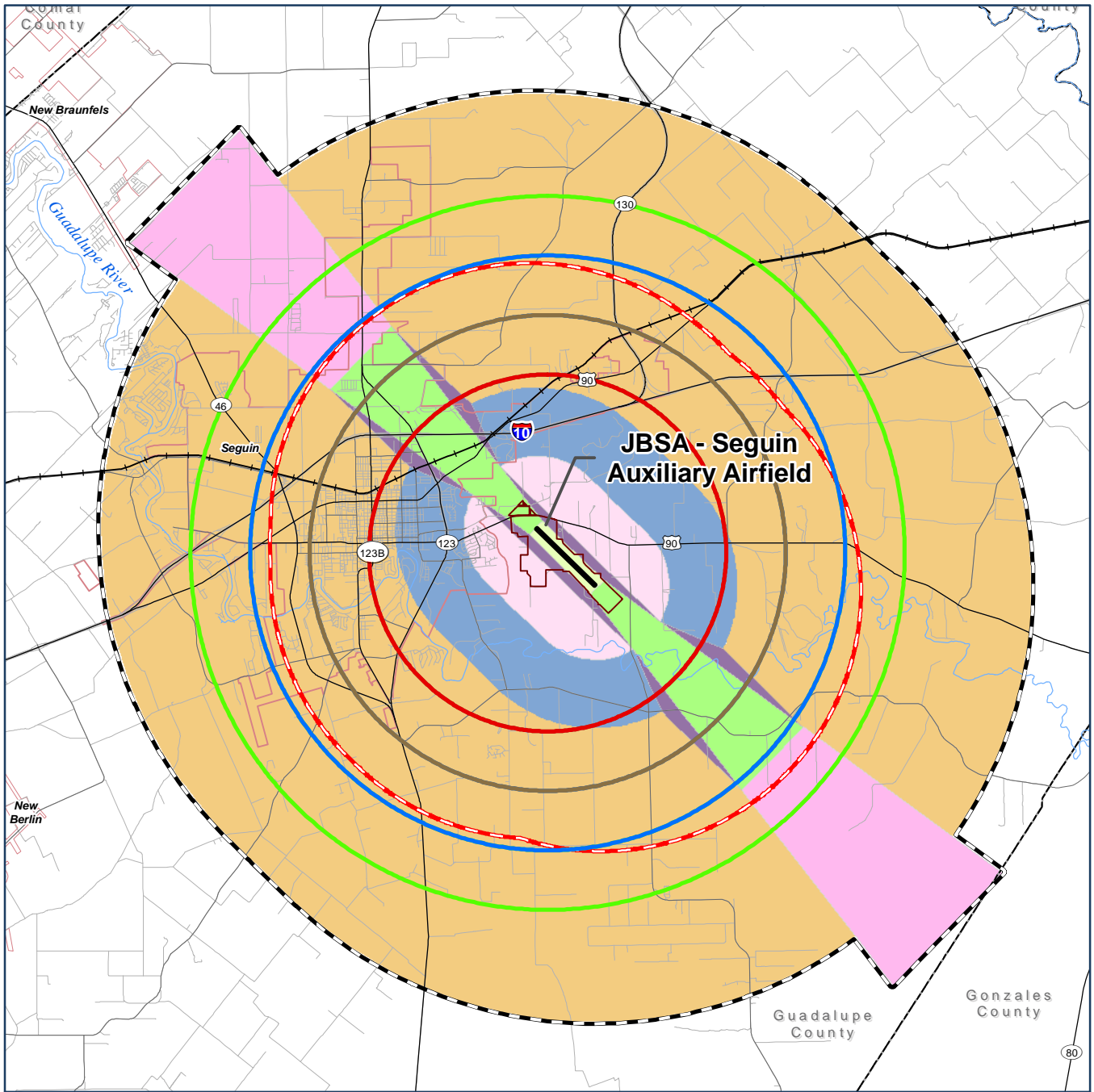


Figure 7.1
Military Influence Area Overlay District (MIAOD) and
Subzones Composite
JBSA-Seguin Auxiliary Airfield

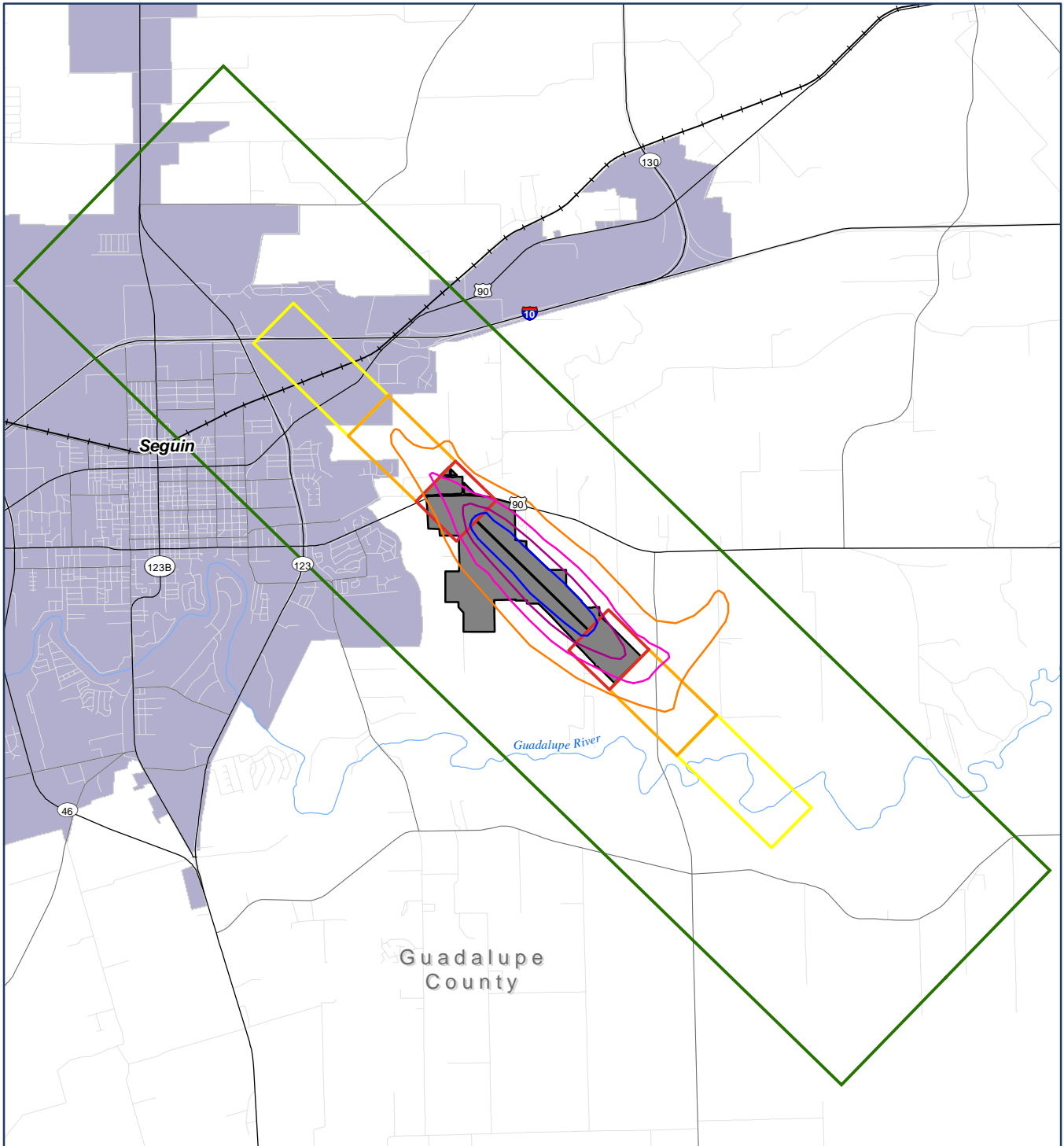


Legend		Vertical Obstruction Subzone			
MIAOD Boundary	FAA Part 77	Airfield Imaginary Surface	Regional Cities	Railroad	
5-mile BASH Relevancy Area Subzone	Up to 200' @ 3NM	Approach/Departure Clearance Surface Subzone (horizontal) = 500 ft	Seguin	River	
Up to 300' @ 4NM	Up to 300' @ 4NM	Inner Horizontal Surface Subzone = 150 ft	Guadalupe County Boundary		
Up to 400' @ 5NM	Up to 400' @ 5NM	Conical Surface Subzone = 20 ft to 1 ft	JBSA - Seguin Auxiliary Airfield	Runway Centerline	
Up to 500' @ 6NM	Up to 500' @ 6NM	Outer Horizontal Surface Subzone = 500 ft	Interstate / Highway	Road	
Airfield Imaginary Surface	Primary Surface Subzone	Transitional Surface Subzone = 7ft to 1 ft			
Approach/Departure Clearance Surface Subzone (glide angle) = 50 ft to 1 ft up to 500 ft					

Sources: FAA, 2013; JBSA-Randolph, 2013.



Figure 7.2
Military Influence Area Overlay District (MIAOD) with Subzones
 BASH and Vertical Obstruction
 JBSA-Seguin Auxiliary Airfield



Legend

Safety Subzone	Noise Subzone	Controlled Compatible Land Use Area Subzone	JBSA-Seguin Auxiliary Airfield	Railroad
Clear Zone	65 dB		Runway	River
APZ I	70 dB	JLUS Partners	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.

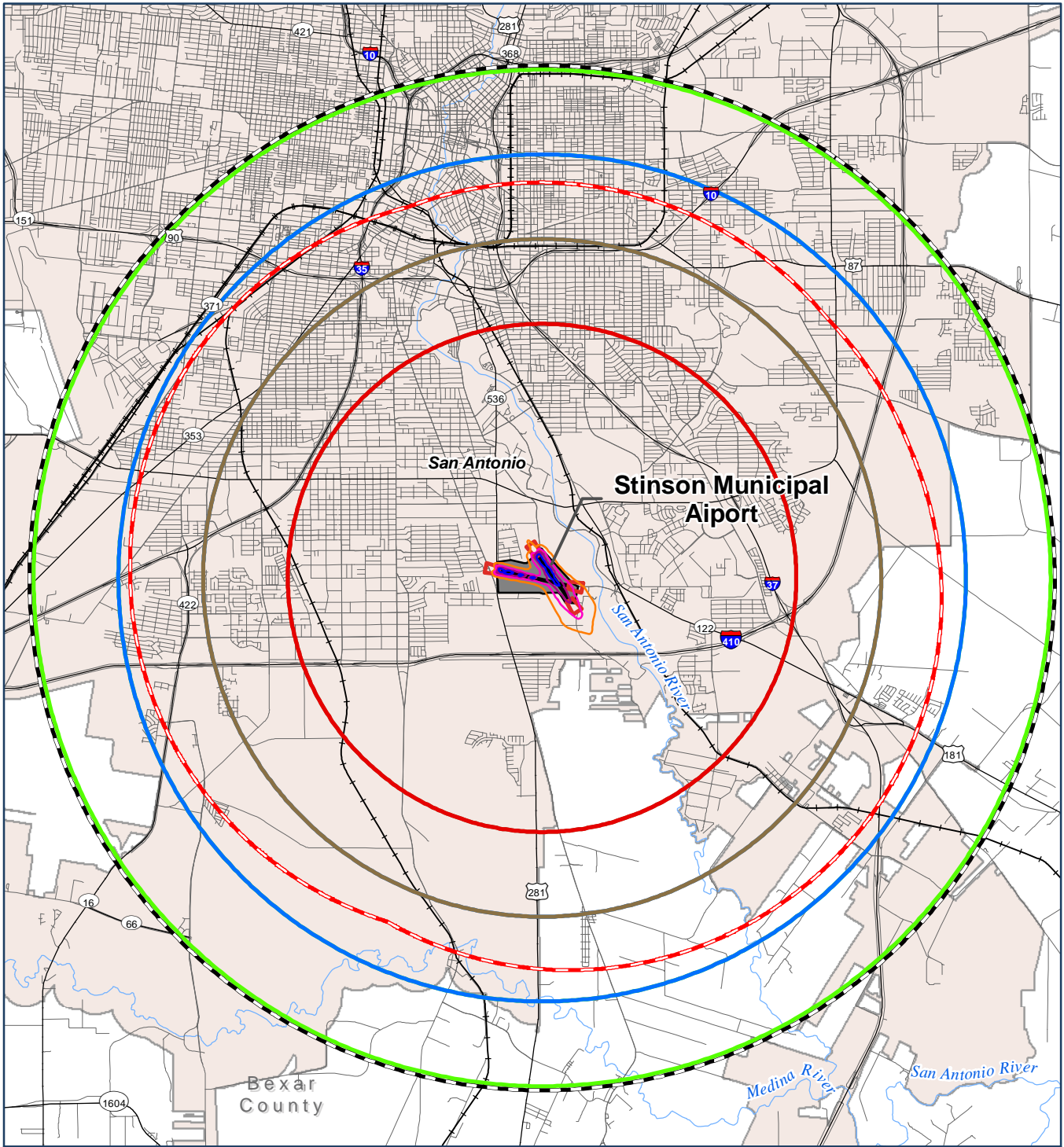
Safety Military Influence Area Subzone

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	Noise Subzone	Vertical Obstruction Subzone (FAA Part 77)	JLUS Partner	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.

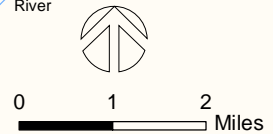
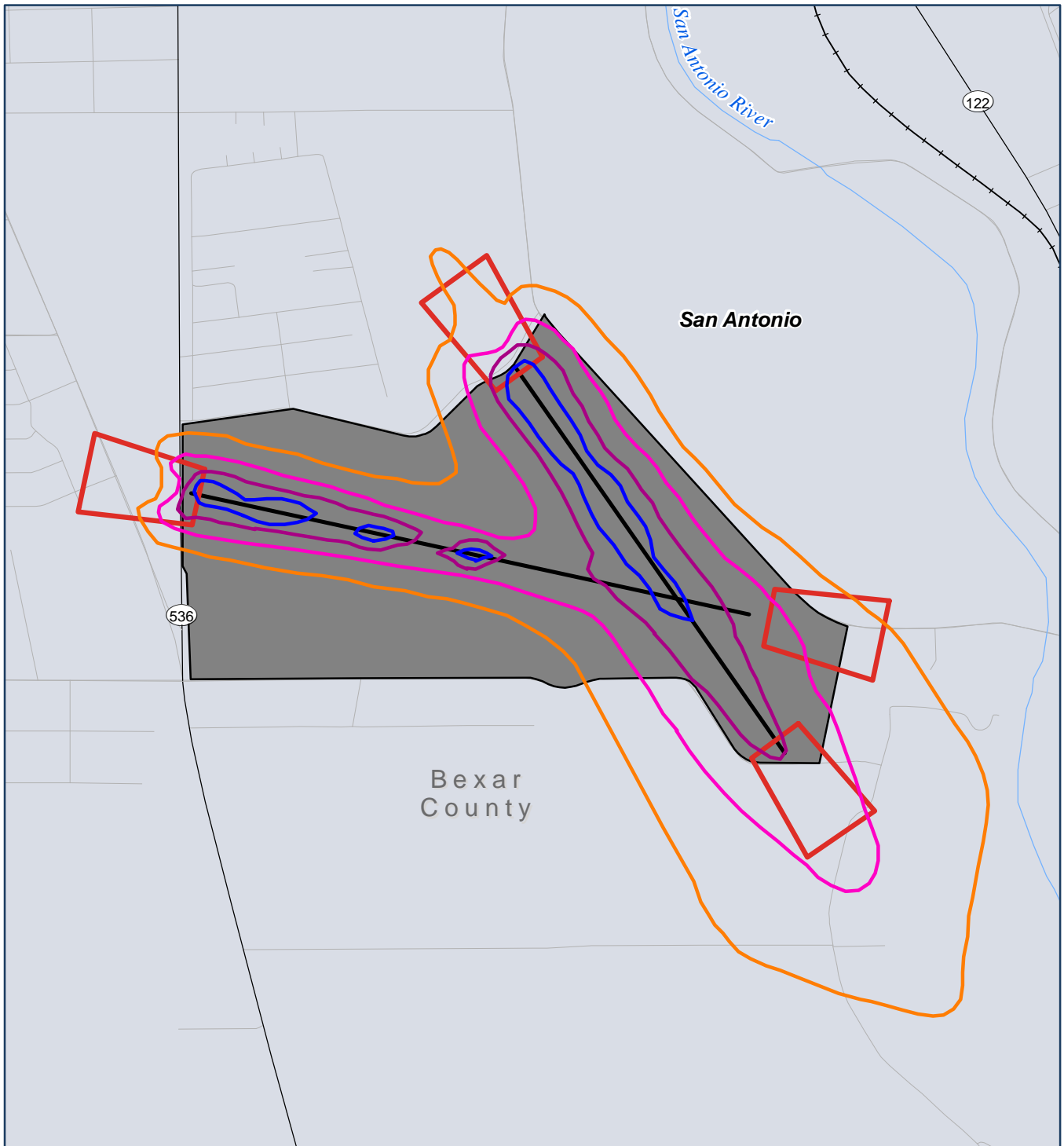


Figure 8.1
Military Influence Area Overlay District (MIAOD) and
Subzones Composite
Stinson Municipal Airport



Legend

Safety Subzone	Noise Subzone	JLUS Partners	Stinson Municipal Airport	Railroad
60 dB	San Antonio	Runway	River	
65 dB	Bexar County Boundary	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:

Acq	Acquisition
CIP	Capital Improvement Program
Comm	Communication and Coordination
Disc	Real Estate Disclosures
Hab	Habitat Conservation Tools
Leg	Legislative Tools
MIA	Military Influence Area
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
Plans	General / Comprehensive / Master / Hazard / Airport Plans
Zon	Zoning Ordinance / Subdivision Regulations

Geographic Area. This column indicates the applicable Military Influence Area (MIA), if the strategy relates to an area outside JBSA-R. Additional details on MIAs are provided under the previous “Influence Areas” section.

Strategy. In bold type is a title that describes the strategy. This is followed by the complete strategy statement that describes the action needed.

Timeframe. This column indicates the projected timeframe of each strategy. The timeframes are described below:

2015	Strategy to be initiated by 2015 (within 1-2 years of JLUS completion)
2017	Strategy to be initiated by 2017 (3 to 5 years from JLUS completion)
On-Going	An on-going implementation action

Responsible Party. At the right end of the strategy table are a series of columns, one for each jurisdiction, military entity, agency, and organization with responsibility for implementing the JLUS strategies. If an entity has responsibility relative to implementing a strategy, a mark is shown under their name. This mark is one of two symbols that represent their role. A solid square (■) designates that the entity identified is responsible for implementing the strategy. A hollow square (□) designates that the entity plays a key supporting role, but is not directly responsible for implementation. The responsible parties are identified by their assigned acronym in the heading at the top of each page.

JBSA	Joint Base San Antonio
CPS/SAWS	City Public Service Energy/ San Antonio Water System
FAA	Federal Aviation Administration
RECSA	Real Estate Council of San Antonio
SABOR	San Antonio Board of Realtors
TXDOT	Texas Department of Transportation

Issue or Strategy #	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA / JBSA-Randolph	CPS / SAWS	FAA	RECSA / SABOR	TXDOT
ALTERNATIVE ENERGY DEVELOPMENT																	
AE-1	Zon	Vertical Obs MIA	<p>Amend Unified Development Codes and Zoning Ordinances to Establish Height Limits for Alternative Energy Development Structures.</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	
ALTERNATIVE ENERGY DEVELOPMENT																			
AE-1	Zon	JBSA-R JBSA-S Stinson Vertical Obs MIAOD Subzone	<p>Amend Unified Development Codes and Zoning Ordinances to Establish Height Limits, and Siting for Alternative Energy Development Structures.</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>Educate Utility Companies and Encourage Them to Adopt Non-Reflective Solar Panel Criteria.</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:</i> <i>CPS Energy, GVEC</i>															
AE-3	Plans/ Zon/ MOA	JBSA-R JBSA-S Stinson Vertical Obs MIAOD Subzone	Coordinate with DoD Siting Clearinghouse. Update comprehensive plans to include policies and amend Unified Development Codes (UDCs) and zoning ordinances to require all proposed alternative energy development projects be submitted to the DOD Siting Clearinghouse to review each project for mission compatibility. Include coordination with DOD Siting Clearinghouse as part of the MOA between JBSA and stakeholders. <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>	2015/ On-going	<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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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
AT-1	Comm	JBSA-R JBSA-S MIAOD	JBSA to Provide the Cities with the AT/FP Guidance for Development Along the Fence Line. JBSA should provide the adjacent cities to JBSA-R and JBSA-S with the AT/FP criteria (setbacks, heights and types of structures, etc.) for development standards along and proximate the fence line. This would enable quick assessment of proposed development at or near the fence line.	2015	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>					<input checked="" type="checkbox"/>				
AT-2	CIPs	JBSA-R MIAOD	AT/FP Improvements to JBSA-R East Gate Program and construct project for East Gate improvements to achieve AT/FP compliance and to provide queuing inside the installation boundary.	2017										<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>FM 78 JBSA Randolph East Gate Intersection Improvements</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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input checked="" type="checkbox"/>	
INTER-AGENCY COMMUNICATION / COORDINATION																			
COM-1	MOA	JBSA-R JBSA-S Stinson MIAOD	<p>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</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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<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-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>Stakeholders to Provide JBSA an Opportunity to Review and Comment on Proposed Developments within the MIAOD</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"> ■ Provide technical input and assistance to local jurisdictions to support discussion of projects and potential compatibility issues ■ Definition of project types that require review ■ Identification of the Points of Contact for all coordination ■ Identify opportunities for appropriate JBSA personnel to participate in pre-application meetings for significant 															

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
COM-2 (cont'd)			<p>projects</p> <ul style="list-style-type: none"> ▪ Establish a formal procedure for requesting and receiving comments ▪ JBSA review of development applications for property adjacent to JBSA-Randolph and JBSA-Seguin fenceline for compliance with AT/FP requirements ▪ Establish a standard, maximum timeline for responses, keeping in mind mandated review time periods as specified by State law and local procedures ▪ Provide notice to the JBSA on all public hearings regarding projects identified for coordination <p>While consultation is expected to occur primarily on projects in the defined MIAOD, the Air Force should establish contacts</p>																

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-2 (cont'd)			and procedures for receiving notices and review opportunities on significant regional projects. <i>Other Partners:</i> Alamo Area MPO, BRWM, SARA															
COM-3	Plan MOA	Study Area	<p>JBSA to Develop a Stakeholders' Communications Protocol Plan and a Community Communications Portal</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"> ■ Develop a Stakeholder Communications Protocol Plan that identifies who stakeholders at all technical and leadership levels should call for questions and coordination. ■ Plan should include frequently called numbers and 	2015	<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"/>	<input type="checkbox"/>	<input 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-3 (cont'd)			<p>points-of-contact</p> <ul style="list-style-type: none"> ▪ Develop a JBSA Community Communications Portal that includes a JBSA portal phone number and email that acts as a clearinghouse for all incoming community questions ▪ Incorporate the Stakeholders' Communication Plan into the MOA between JBSA and stakeholders ▪ Add "Who-to-Call" Lists to the websites for topic matters that would be useful to the public <p><u>Other Partners:</u> Alamo Area MPO, BRWM, SARA</p>																
COM-4	Comm	Study Area	<p>JBSA to Enhance Notifications to the Public for Training that Occurs Outside the Routine Schedule and Other Current Event News Relevant to Communities</p> <p>JBSA should enhance notification techniques and measures about</p>	2015	<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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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"> ■ JBSA Facebook / Twitter ■ Public Service Announcements ■ JBSA newspaper and other local newspapers ■ Jurisdictions Public Affairs Office ■ Links from jurisdiction websites to the JBSA website ■ Group Email Blast to jurisdiction's elected and appointed officials and public safety officers 																
COM-5	Comm	Study Area	Enhance Visibility of the 12th FTW Community Engagement Office. The 12th FTW should enhance the visibility of the	2015										■					

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
COM-5 (cont'd)			<p>Community Engagement Office to include but not limited to:</p> <ul style="list-style-type: none"> ■ Post the contact information and building location on the main JBSA-Randolph website ■ Outreach to adjacent and proximate communities with the contact information for the office ■ Provide regular updates to community officials and staff ■ Respond in a timely manner in the events of complaints, etc. 																
COM-6	Zon	JBSA-R Safety MIAOD Subzone	<p>Amend the Perpetual Clear Zone Easement To Define a JBSA Response Time For Proposed Development Application Reviews</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	Response Time from JBSA The cities, counties and JBSA should work together to delineate a reasonable amount of time for JBSA to respond to development applications and other such planning matters. {See Strategy COM-2}	2015	■		■	■	■	■	■	■	■	■				
COM-8	Comm	Study Area	Establish a JBSA-R JLUS Implementation Task Force Formalize through a resolution that the JLUS-R Executive and Advisory Committees will transition to a JLUS Implementation Task Force and Sub Committee respectfully, and be responsible for monitoring the implementation of the recommended JLUS strategies and act as a forum for continued communication and sharing of information and current events associated with military	2015	□		□	□	□	□	□	■	□	□	□	□	□	□

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-8 (cont'd)			compatibility. <i>Note: This may be achieved through existing collaborative efforts, such as the JBSA Community Partnership.</i>															
COM-9	Comm	Study Area	Plan and Facilitate a Visioning Session for Multiple Military Advocacy Organizations. Bexar County should plan and facilitate a visioning session among all the organizations in the JBSA metrocom area that have similar missions and common goals to determine where efficiencies can be realized, resources can be optimized and advocate with a one-voice approach while preventing competing missions. <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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<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-10	MOA	Region Wide	<p>Develop Memorandum of Agreement (MOA) for Multiple Military Advocacy Agencies</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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<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-11	Comm	Study Area / County-wide	<p>Create and Maintain a Regional Portal GIS Information Clearinghouse for Collecting and Distributing Updated GIS Layers / Maps Related to Military Operations</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"/>	<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 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-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	Randolph Tower (RND) Airspace Manager and 12 FTW Safety Office should continue working with General Aviation groups and the FAA in reducing VFR pop-up traffic transiting Military Operating Areas (MOAS) RND Airspace Manager, Airspace squadron Points-of-Contact (POCs) and squadron Duty Officers (DOs) should continue to visit Houston Center and San Antonio Tower/Terminal Radar Approach Control (TRACON) to brief air traffic controllers on an annual basis the importance of issuing Traffic Advisories and Alerts to all users of RND	2015										■		□		

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
COM-12 (cont'd)			<p>MOAs.</p> <ul style="list-style-type: none"> ■ 12 FTW Safety Office and Airspace Manager should continue safety briefings at venues attended by General Aviation pilots and inform them of the hazards associated with flying into active MOAs. ■ 12 FTW Safety Office should vigorously reach out to airports in the surrounding area by conducting on site visits and posting diagrams depicting RND flying routes and MOAs along with Mid-Air-Collision-Avoidance brochures. MOA scheduling utilizing the latest software program sanctioned by the Air Force will be utilized and specified in Letters of Agreement with RND and FAA agencies as required so that 																

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
COM-12 (cont'd)			<p>Notices to Airmen are automatically issued advising all General Aviation flyers when the MOAs are active.</p> <p><u>Other Partners:</u> San Antonio International Airport (SAT) and RND</p>																
COM-13	Zon	JBSA-R JBSA-S Stinson Vertical Obs MIAOD Subzone	<p>Amend UDCs or Building Codes to Not Permit Temporary Cranes within the Transitional Area of the Airfield</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	■			■			■			□		□			

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-14	Comm	Study Area	<p>Consider Public-Public or Public-Private (P4) Partnerships for Cost Savings Identify opportunities for jurisdictions and JBSA to partner on and use Section 331 of the Federal Regulations to achieve cost savings.</p>	2015	■		■	■	■	■	■	■	■	■	■			■
COM-15	Zon	MIAOD / CCLUAs	<p>Update or Develop Crane / Temporary Construction Permit Forms Some jurisdictions surrounding JBSA-R regulate temporary construction cranes through the use of permits; however the permits need to be updated to reflect current information and other cities need to develop these permits to regulate such activity.</p> <ul style="list-style-type: none"> ■ The City of San Antonio should update their website with the updated Crane / Temporary Construction Form and remove old copies on internal sites and the website. ■ The cities of 	2015	■			■		■	■			□		□		

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-15 (cont'd)			Schertz, Selma, Live Oak, and Universal City should develop temporary crane / construction permits to enable appropriate coordination with the FAA and JBSA-R and determine obstruction evaluations so mitigation measures can be applied prior to construction.															
COM-16	Comm	JBSA-R	<p>JBSA Representative to Accompany City Officials to talk to Landowners</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	■									□				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
COM-17	Comm	JBSA-R Study Area	<p>Coordinate Partnering Efforts</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>Incorporate Recommendations of the JBSA-Randolph JLUS into the Joint Base San Antonio Regional Joint Land Use Implementation Strategy</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			■											

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
DUST, SMOKE, STEAM																		
DSS-1	Comm	JBSA-R JBSA-S and Stinson Study Area	<p>Coordinate with JBSA Regarding Proposed Developments that Generate Dust, Smoke or Steam Within the Approach and Departure Corridor</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	■		■	■	■	■	■			□				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
DSS-2	Comm	Stinson Study Area	<p>Notify RND when Visibility Near Stinson Municipal Airport is Less Than Desirable for Aviation Operations</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			■							□				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
HOUSING AVAILABILITY																		
HA-1	Comm	Study Area	Coordinate JBSA Housing Needs Develop partnership with local realtors, realtor associations, and local planning departments to share information regarding military housing needs on a regular basis via the JBSA Housing Market Analysis (HMA) report	On-going	<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"/>			<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
HA-2	Plans	Study Area	<p>Incorporating Military Housing Needs in Jurisdictional Comprehensive Plans</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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<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>Coordinate Infrastructure Capacity Planning with JBSA</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>Coordination on Infrastructure Planning</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	Next Generation Air Transportation System Improvements SAT and RND should work with the FAA to identify and budget for specific NextGen improvements that have a regional benefit including System Wide Information Management (SWIM) program and Automatic Dependent Surveillance – Broadcast (ADS-B) technology.	2017			<input type="checkbox"/>							<input type="checkbox"/>		<input checked="" type="checkbox"/>		
LS-2	Comm	Study Area	Advertise / Educate Mid-Air Collision Avoidance (MACA) Program Develop education brochures on how to avoid mid-air collisions within airspace where military operations occur. Provide the MACA Handbook and the mid-air collision brochure on the JBSA website and other online locations where general aviation pilots have access.	2015 On-going										<input checked="" type="checkbox"/>		<input type="checkbox"/>		

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LS-3	Comm	Study Area / Region-Wide	<p>Region-Wide Airspace Utilization Study</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"/>

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LEGISLATIVE INITIATIVES																			
LEG-1	Leg	Study Area	<p>Facilitate Legislative Initiative to Amend Property Sellers Disclosure</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>Amend Property Code Section 5.008 of Sellers Disclosure of Military Impacts</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>State to Adopt Part 77 as State Law to ensure Federal Aviation Regulation (FAR) Part 77 Compliance</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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

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LIGHT AND GLARE																		
LG-1	Plans	Study Area	Conduct Lighting Study / Screening Bexar County should work with JBSA and the surrounding communities to conduct a lighting study / screening to determine areas where light pollution may adversely impact the base's mission. This will determine for the communities what types of lighting regulations would be necessary to stop further light pollution in this area and region-wide.	2015	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>			
LG-2	Zon	Study Area	Amend UDCs and Zoning Ordinances to Incorporate Dark Sky Lighting Controls The cities should amend their UDCs and zoning ordinances delineating the downward directional lighting for land uses, regulations for light pollution trespass including lumens and not permitting light to be emitted above the 90 degree horizontal plane, and timers for lights.	2017	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<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>Educate Utility Companies and Encourage Them to Adopt Anti-Glare Construction Materials in Solar and Renewable Energy Facilities</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"/>				

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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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LAND USE																			
LU-1	Plans/ Zon	JBSA-R JBSA-S and Stinson MIAOD	<p>Military Influence Area Overlay Zoning District (MIAOD) Amend the UDCs and update comprehensive plans to include the Military Influence Area Overlay District (MIAOD). The MIAOD will assist in achieving military compatibility. Description of the MIAOD and its subzones can be found in the JLUS Implementation section narrative. The MIAOD consists of 4 subzones:</p> <ul style="list-style-type: none"> ■ <u>Safety MIAOD Subzone</u> – This area is comprised of the CZs, APZs and the Runway Protection Zones (RPZ) ■ <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 	2015			■	■	■	■	■			<input type="checkbox"/>					

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LU-1 (cont'd)			<ul style="list-style-type: none"> ▪ <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). ▪ <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. ▪ Jurisdictions should consider adopting the heights and slopes of imaginary surfaces of the Vertical Obstruction MIAOD into their plans and UDCs 																

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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"> ▪ Jurisdictions should work with JBSA concerning land uses that may attract birds i.e. detention ponds, landfills, golf courses, certain agriculture uses, etc. 																
LU-2	Plans	Study Area	<p>Update City Comprehensive Plans The cities should update their comprehensive plans to support military compatibility policies based on the assessment provided in Chapter 5 of the JLUS Background Report. The compatibility policies should be based on guidance from the JLUS and be incorporated in the following topic areas: Land use, transportation, parks and recreation, water quality, infrastructure,</p>	2015			■	■	■	■	■			<input type="checkbox"/>					

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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>Amend Comprehensive Plans to Limit Density on Land Between West and East Runway South Safety Zones</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>Establish a Joint Airport Zoning Board (JAZB)</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"/>

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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>Evaluate the Feasibility of Creating a JAZB for JBSA-Randolph for the West and East Runway Safety Zones</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	Develop a Memorandum of Understanding (MOU) with School Districts JBSA should develop a MOU with the surrounding school districts to coordinate on all future school master plans to prevent schools from being planned in noise sensitive and safety areas of the Noise and Safety Subzones.	2015/ On- going			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>				
LU-9	Plans	JBSA-R JBSA-S and Stinson MIAOD	Acquire Conservation Easements to Secure Buffer in JBSA-R Airfield Safety Zones Participate in the Readiness and Environmental Protection Initiative (REPI) program and other buffering and conservation programs to purchase restrictive use easements or fee title to lands that present threat of encroachment and impact on military operations. The Air Force should identify potential REPI and other conservation partners, land that meet the REPI criteria, and identify willing sellers. <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	Acquire Land in JBSA-R's Northern and Southern CZs JBSA-R to determine an ideal funding mechanism to purchase the vacant land located in the northern and southern JBSA-R CZs to provide protection for the JBSA-R mission.	2017										■				
LU-11	Plans	JBSA-R MIAOD	Transfer of Development Rights (TDR) Program The cities should assess and consider developing a TDR program to protect the JBSA-R mission and redirect potentially incompatible development to a more ideal location away from mission-critical operational areas.	2017			■		■	■	■			□				

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LU-12	Zon	JBSA-R JBSA-S Stinson Safety and Noise MIAOD Subzone	Include Statement (Note) in Plats In order to prevent litigation regarding a situation where a property owner stated they were not informed that their property was located within an airfield safety zone (CZ, APZ I and II, or RPZs) and / or a Noise Subzone, jurisdictions should include on all future plats that are located in these subzones language stating that they are located in a military operating area that can be subject to noise, vibrations, odors and other such impacts.	2015			■	■	■	■	■		■						
LU-13	Plans	N/A	Amend 1604 Corridor Study Consider amending the 1604 Corridor Study in conjunction with JBSA-Randolph advocating for the funding of Rocket Lane Gate construction.	2015	■								■						

COMPLETED

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
LU-14	Plans/ Zon/ Comm	JBSA-R JBSA-S Stinson	<p>Consider a Development Coordination Area Until legislation is enacted that mandates development coordination with JBSA-Randolph, consider using the Military Overlay District as a Development Coordination Area where development will be coordinated with JBSA officials on a case-by-case basis. The criteria that will trigger coordination include the following:</p> <ul style="list-style-type: none"> ▪ Structure Height ▪ Density ▪ Light and Glare (Daytime glare from buildings) ▪ Noise ▪ Uses that produce dust and smoke 	On-going	■													

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LU-15	Acq	JBSA-R	<p>Consider Subdividing the Three Parcels of Land to Account for the 500 Feet in the Clear Zone</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>Consider Pursuing Funding Opportunity with the State to either Acquire the CZ land or to Fund Portions of the Rocket Lane Gate.</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>Cities should Support JBSA-R in Efforts to Acquire Land with the CZs.</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>Develop Land Use Plans for ETJs in the JBSA-Randolph MIAOD</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>Consider and Potentially Develop Plan for Annexation or Limited Purpose Annexation</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>Amend Zoning to Stipulate how Planned Developments in the APZ I and II Should be Utilized</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				■		■								

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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>Amend Zoning to Prohibit Clustering in JBSA-Randolph APZ I and APZ II Areas</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	■		■	■		■	■							

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NOISE AND VIBRATION																		
NV-1	Zon	JBSA-R JBSA-S AND Stinson Noise MIAOD Subzone	<p>Adopt Statewide Building Code Requirements Incorporating Sound Attenuation Measures</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	■			■	■	■	■							

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
NV-2	Com	Study Area	Educational Materials on Sound Attenuation Methods Use or modify DOD or FAA Sound Attenuation educational materials as a supplemental educational document, describing building techniques which can be used to achieve the required 45 dB LDN interior noise maximum threshold. Local jurisdictions should make use of already available technical support materials from the Federal Aviation Administration and / or Department of Defense.	2015/ On-going	■		■	■	■	■	■			■					
NV-3	Zon	JBSA-R JBSA-S Stinson Noise MIAOD Subzone	Amend UDCs, Building Codes, and Zoning Ordinances to Incorporate Recommended Land Use Guidelines and Sound Attenuation Measures for Properties Within the 65 dB noise contour and greater. If the adopted building codes of the jurisdictions do not require residential uses and other noise	2015	■		■	■	■	■	■								

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
NV-3 (cont'd)			sensitive land uses to have an interior noise level of 45 dB, then the jurisdictions should amend their UDCs, building codes, and zoning ordinances to require the recommended 45 dB for interior noise levels for properties within the 65 dB noise contour and greater. This amendment should apply to all new construction and renovations where more than 50 percent of the structure is renovated.																
NV-4	Comm	JBSA-R JBSA-S Stinson Noise MIAOD Subzone	Signage in the Rights-of-Way to Notify Citizens that the Community is Shared with JBSA-Randolph The cities should design, develop, and place signage in community-wide rights-of-way to notify citizens that the community is shared with JBSA-Randolph and subject to potential impacts of overflight and noise.	2015	■	■	■	■	■	■	■					<input type="checkbox"/>			

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Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
NV-5	Plans	JBSA-R JBSA-S and Stinson Noise MIAOD Subzone	Develop a Voluntary Sound Attenuation Retrofit Program for Noise Sensitive Uses Develop a sound attenuation program for willing property / home owners supporting the Statewide Energy Code. Where possible incorporate incentives.	2017	■		■	■	■	■	■					<input type="checkbox"/>		
NV-6	Zon	JBSA-R JBSA-S and Stinson Noise MIAOD Subzone	Assess the Viability of the Dedication of Avigation / Noise Easements for Discretionary Development Approvals Assess the viability of the dedication of avigation / noise easements for new development projects requiring discretionary development approvals. Avigation easements confer the right to aircraft overflight and to generate impacts associated with normal aircraft operation such as noise, vibration, odor, air currents, illumination, and fuel consumption.	2015	■		■	■	■	■	■							

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
NV-7	Zon	JBSA-R JBSA-S and Stinson Noise MIAOD Subzone	Require the Dedication of Avigation / Noise Easements and a Note on the Plat for Discretionary Development Approvals Require avigation / noise easements and a Note on the Plat of the avigation easement for new development projects requiring discretionary development approvals. Ensure that easement language is standardized across all jurisdictions.	2015	■		■	■	■	■	■							

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
ROADWAY CAPACITY																			
RC-1	Comm	Study Area	Transportation Improvements / Expansions Monitor capital improvement projects to ensure roadway capacity is sufficient to meet local and regional mobility needs without causing growth inducement and increased roadway congestion near JBSA-R. <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>Mass Transit Options The cities surrounding JBSA-R should work with VIA Metropolitan Transit Authority and consider voting in and assessing the sales tax to their residents that would fund mass transit options for their residents. Provide educational materials to residents about the mass transit options that are available to them both on-base and off-base, including van pools.</p> <p><i>Other Partners:</i> VIA Metropolitan Transit Authority</p>	2015				■	■	■	■								
RC-3	Plans	JBSA-R Study Area	<p>Prepare a Traffic Modeling Study for the Areas Immediately Surrounding JBSA-Randolph TXDOT should coordinate with JBSA-R and the surrounding communities to prepare and develop a comprehensive traffic modeling study for the areas immediately around JBSA-R to assess roadway capacity levels for egress and ingress of the base.</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 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-3 (cont'd)			<i>Other Partners: Alamo Area MPO, RMA</i>															
RC-4	Plans	JBSA-R Study Area	<p>Coordinate and Budget for Intelligent Transportation Systems</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>Program and Budget for Installation Gate Projects that Improve Off-Base Roadway Capacity</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>Consider Additional Increases in Compressed Work Week Schedules for Eligible Employees</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	
SAFETY																			
SA-1	Plans	JBSA-R Safety MIAOD Subzone	<p>CZ and APZ Land Use Evaluation Study The JLUS Implementation Task Force should work with the cities of Schertz and Universal City to prepare a comprehensive land use evaluation of the land within the safety zones (CZ & APZs) of the JBSA-R airfield to identify property owners, vacant land, entitled land, and other recorded instruments on the land within the safety zones.</p> <ul style="list-style-type: none"> This information will be used to determine lands that have willing sellers that can be acquired to secure lands within the CZs and APZs that are not developed. The study should also identify funding mechanisms for acquisition such as the Texas Revolving Military Loan Program, DEAAG Program, and 	2015	<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	Partial Update of the 2008 JBSA-R AICUZ Update the 2008 AICUZ to revise the clear zone boundary and consider incorporation of the Navy instruction for curved CZs and APZs that accurately reflect the primary flight tracks. <ul style="list-style-type: none"> ■ The measurements of the standard CZ should be 3,000 feet X 3,000 feet, not 2,000 feet X 3,000 feet. ■ Consider incorporating the curved patterns of the CZs and APZs as the Navy Instruction for AICUZs recommends. ■ It should be noted that a partial update of the AICUZ is scheduled for FY 16 including a new noise study. 	2015										■				

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
SA-3	Plans/ Zon	JBSA-R Safety MIAOD	<p>Identify and Adopt Reductions to Floor Area Ratio (FAR) for Land Uses within APZ I and APZ II</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	<p>Incorporate the FAR Recommendations for Land Use within Safety Zones in AICUZ Update</p> <p>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.</p>	2015										■				
SA-5	Plans	JBSA-R Safety MIAOD	<p>Provide Study Area Jurisdictions the Floor Area Ratio (FAR) Recommendations for Land Use within Safety Zones</p> <p>JBSA-Randolph to provide the Study Area jurisdictions the FAR recommendations for land uses within the safety zones from the DOD Instruction 4165.57.</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-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				■										

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SA-9	Zon	JBSA-R Safety MIAOD	<p>Amend UDCs and Zoning Ordinances for Land Between West and East Runway South Safety Zones</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>Amend UDCs and Zoning Ordinances to Incorporate MIAOD Safety Subzone and the Associated AICUZ Guidelines for CZs and APZs.</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>Identify Viable Compatible Uses for APZs South of the Runways and Amend UDC to Incorporate These Uses.</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	Create a JAZB for JBSA-Seguin to include a MIAOD Safety Subzone Create a JAZB for JBSA-Seguin to include a zoning MIAOD Safety Subzone within the Controlled Compatible Land Use Area and incorporate the associated AICUZ compatible development guidelines.	2015					■				■					

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
SA-13	Comm	JBSA-R Safety/ Noise MIAOD Subzone	<p>Coordinate with JBSA-Randolph in Requesting No-Fly Days and Weekends for Special Community Events</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 4th, Schertz Fest.</p>	2015/ On-going				■						<input type="checkbox"/>					
SA-14	Zon	JBSA-R and JBSA-S Safety MIAOD Subzone	<p>Amend UDCs and Zoning Ordinance to Require CZ Language on Plats</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>Secondary Radar System and NextGen Air Transportation Systems</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	Amend UDCs and Zoning Ordinances to include BASH Regulations Amend UDCs and zoning ordinances to regulate land uses and guide building standards that will not attract birds and other wildlife in the MIAOD BASH Subzone, specifically within the airport approach and departure zone. Such controls should include not permitting certain trees and foliage that attract birds in this area.	2015			■	■	■	■	■							

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT
SA-17	Comm	JBSA-R JBSA-S and Stinson BASH MIAOD Subzone	Continue to Implement BASH regulations per JBSA-R BASH Plan JBSA should continue to implement BASH regulations per the JBSA-Randolph BASH Plan including the regulation of land uses, building standards, and appropriate vegetation to deter birds and other wildlife.	2015										■				
SA-18	Hab	JBSA-R BASH MIAOD Subzone	Control Dove Population at JBSA-R JBSA-Randolph shall control the White Winged Dove population through habitat management inside the installation fenceline to reduce the potential for BASH.	2015/ On-going										■				
SA-19	Plans	JBSA-R BASH MIAOD Subzone	Improve Water Drainage on Golf Course JBSA-Randolph should improve the water drainage features on the golf course in order to discourage use by birds and other wildlife.	2015/ On-going										■				

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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>Coordination of Recreational Land Uses with JBSA in the Future</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>Modify the Veterans Park Plan in Universal City</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>Engage in Discussions with Private Company in Northeast Clear Zone</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"/>				

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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>Amend Zoning in APZs Based on Revised Safety Zones</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
VERTICAL OBSTRUCTIONS																		
VO-1	Plans/ Zon	JBSA-R JBSA-S and Stinson Vertical Obs MIAOD Subzone	<p>Develop a 3-Dimensional Imaginary Surfaces Model</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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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
VO-2	Comm	JBSA-R JBSA-S and Stinson Vertical Obs MIAOD Subzone	Utility Infrastructure Coordination Electric utility companies should coordinate with the cities and JBSA on siting above ground utility poles and infrastructure to ensure utilities do not constitute a vertical obstruction to the aviation operations in the area.	2015 On-going	■			■	■		■			□	□			□
VO-3	Plans CIP	JBSA-R JBSA-S and Stinson Vertical Obs MIAOD Subzone	Site New Utility Lines Within Existing Energy Utility Corridors / Joint Utility Corridors Work with CPS Energy and TXDOT to use existing energy corridors for joint utility corridors when planning infrastructure projects. This will ensure that additional vertical obstructions in other locations do not occur. <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
WATER QUALITY / QUANTITY																		
WQ-1	Plans	Study Area	<p>Develop and Implement a Water Resources Management Plan Identify future demand and supply and coordinate with the regional resources and agencies to develop and implement a Regional Water Management Plan. This plan would assess all possible solutions to conserving water and securing future water resources. Such solutions would include sharing of water resources with proximate cities, JBSA obtaining additional water rights from the Carrizo-Wilcox Springs, and the use of Reuse Water for Outdoor uses, i.e. watering lawns.</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>Develop Ordinance Reducing Lawn Landscaping Area 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.															

Strategy No.	Type of Strategy	Geographic Area	Strategy	Timeframe	City of Converse	City of Garden Ridge	City of San Antonio	City of Schertz	City of Seguin	City of Selma	City of Universal City	Bexar County	Guadalupe County	JBSA	CPS/SAWS	FAA	RECSA/SABOR	TXDOT	
WQ-3	Comm	Study Area	<p>Coordinate Infrastructure Projects and Apply for State Funding</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><u>Other Partners:</u> <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>Address Military Water Concerns in Agency Plans When SARA, jurisdictions and other agencies update plans for the management of their water resources, they should incorporate the military water needs in their plans.</p> <p><i>Other Partners:</i> SARA, EAA and BRWM</p>	2017	■		■		■	■	■	■	■	□	■			
WQ-5	Plans	JBSA-R	<p>Inventory and Assess High-risk Storm water Ponding Areas On-Base Conduct a base-wide assessment of high-risk storm water drainage system deficiencies. Prioritize those deficiencies that affect external land uses including community storm water drainage facilities.</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>Encourage and Conduct Outreach to Developers on Low Impact Storm Water Development Practices</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

Public Hearing

Special Election-Resolution 25-R-101

September 2, 2025-1st Public Hearing

September 16, 2025-2nd Public Hearing

Sheila Edmondson | City Secretary

Brian James | Deputy City Manager

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 :

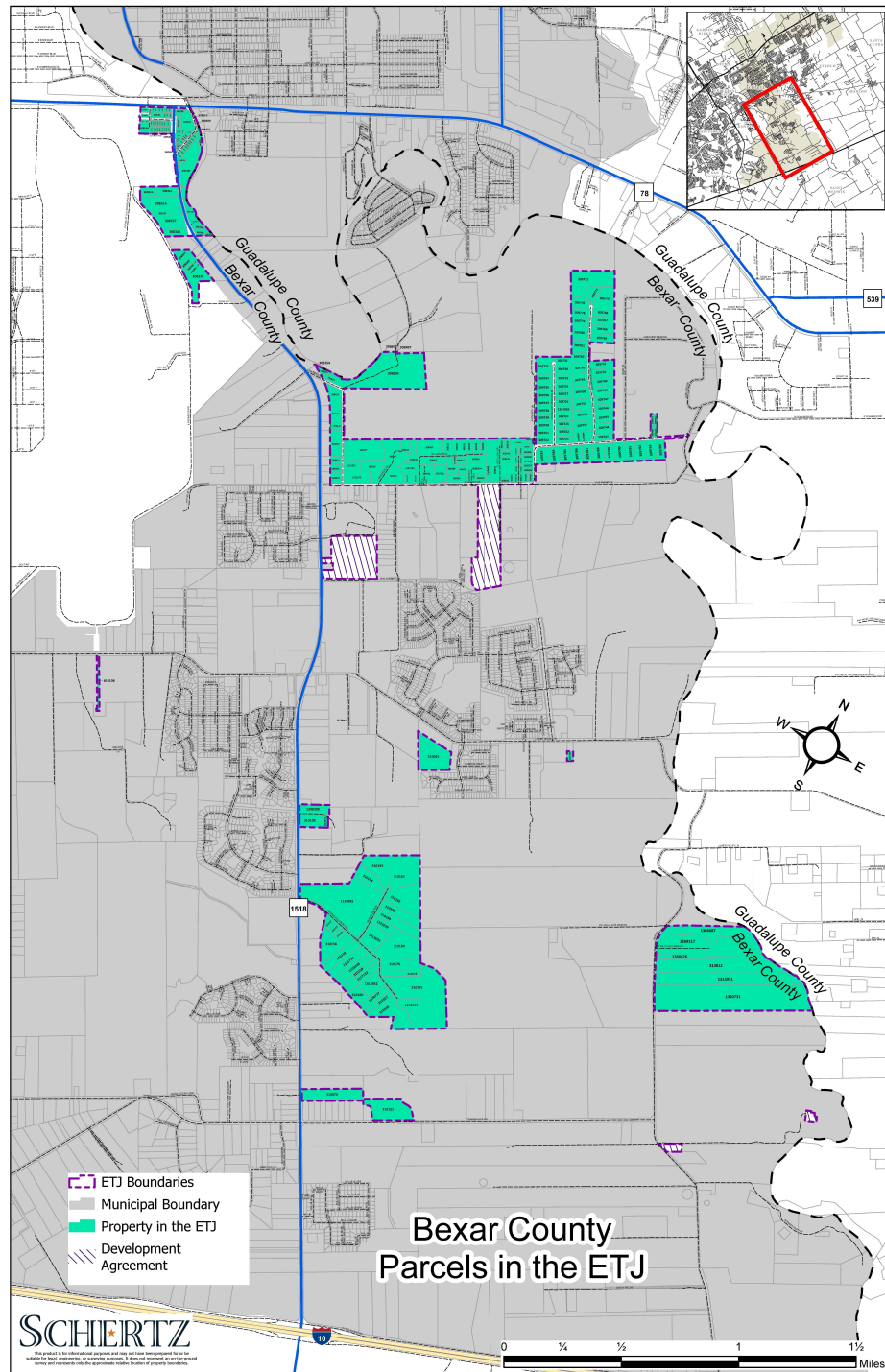
“FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF A SPECIFIC AREA PURSUANT TO SECTION 43.0117, TEXAS LOCAL GOVERNMENT CODE, THE QUESTION OF WHETHER SUCH AREA, AS SITUATED WITHIN THE CITY OF SCHERTZ EXTRATERRITORIAL JURISDICTION AND WITHIN FIVE MILES OF THE JOINT BASE SAN ANTONIO RANDOLPH BOUNDARY, SHOULD 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.”

Section 43.0117 Texas Local Government Code

There are only two options for the election as this is what is allowed under State law:

(b) A municipality may annex for full or limited purposes, under the annexation provisions applicable to that municipality under this chapter, any part of the area located within five miles of the boundary of a military base in which an active training program is conducted. The annexation proposition shall be stated to allow the voters of the area to be annexed to choose between either annexation or providing the municipality with the authority to adopt and enforce an ordinance regulating the land use in the area in the manner recommended by the most recent joint land use study.

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.

The option which receives the most votes will affect all the properties on the map.

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.
- Certified Mail Totals:
Received: 130 Returned 56 Not accounted for: **17**
- The City of Schertz will conduct two public hearings. The first was on Tuesday, September 2, 2025, and tonight is the second public hearing.
Tuesday, September 16, 2025

Who Can Vote?

1. Owners of the property:
 - a. If you have registered to vote and your address is one of the listed properties, you **can** vote in this election.
 - b. If you have not registered to vote using your address of one of the listed properties, you **cannot** vote in this election.
2. Renters who live at one of the listed properties and have registered to vote, **can** vote in this special election.
3. All registered voters who reside at the address **can** vote in this special election.(example: 4 registered voters who reside at one of the listed properties can all vote in this special election)
4. If you own one or more of the listed properties, **you can only vote once.**



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.

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025

Department: City Secretary

Subject: Comal Appraisal District Board of Director Election Information

BACKGROUND

The City of Schertz has the right to nominate a candidate(s) to serve on the Comal Appraisal District (CAD) Board of Directors. The taxing units in the appraisal district that are eligible to vote will appoint two directors to the 2026 CAD Board of Directors for four-year terms beginning January 1, 2026. Each voting entity may nominate one candidate for each open position by resolution as stated in the tax code quoted below:

Two of the appointed directors on the CAD Board have terms that expire on December 31, 2025. The current CAD Board members are listed below.

Appointed Board members whose terms expire December 31, 2025, are:

- John Tyler (not seeking re-appointment)
- James Long (not seeking re-appointment)

Appointed Board members whose terms expire December 31, 2027, are:

- Eric Couch
- Douglas Miller, II
- Robert Slupik

Elected Board members whose terms expire December 31, 2026, are:

- Robert Brown
- Deborah Hindman Rob Johnson

The above directors are joined on the board by Kristen Hoyt who serves as an ex-officio voting member as Comal County Tax Assessor/Collector.

Please submit the names of your nominee(s) to this office no later than October 15, 2025 so they may be placed on the official ballot. Please see the enclosed document for Board of Directors' eligibility requirements.

Attachments

Comal County Appraisal District Nomination Process

Comal BOD Qualifications

City of Schertz Votes-2025

COMAL APPRAISAL DISTRICT

900 S. SEGUIN AVENUE
NEW BRAUNFELS, TX 78130

Jeffrey J. Booker
CHIEF APPRAISER

August 27, 2025

REF: Nominations for Comal Appraisal District Board of Directors Election 2026

This letter is written notice to the presiding officer of each voting entity informing you of your right to nominate a candidate to serve on the Comal Appraisal District (CAD) Board of Directors. The taxing units in the appraisal district that are eligible to vote will appoint two directors to the 2026 CAD Board of Directors for four-year terms beginning January 1, 2026. Each voting entity may nominate one candidate for each open position by resolution as stated in the tax code quoted below:

Section 6.03(g) of the Texas Property Tax Code states *"Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15."*

Two of the appointed directors on the CAD Board have terms that expire on December 31, 2025. The current CAD Board members are listed below.

Appointed Board members whose terms expire December 31, 2025, are:

- John Tyler (not seeking re-appointment)
- James Long (not seeking re-appointment)

Appointed Board members whose terms expire December 31, 2027, are:

- Eric Couch
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The above directors are joined on the board by Kristen Hoyt who serves as an ex-officio voting member as Comal County Tax Assessor/Collector.

Please submit the names of your nominee(s) to this office no later than October 15, 2025 so they may be placed on the official ballot. Please see the enclosed document for Board of Directors' eligibility requirements.

Sincerely,



Jeffrey J. Booker, RPA
Chief Appraiser

COMAL APPRAISAL DISTRICT

900 S. SEGUIN AVENUE
NEW BRAUNFELS, TX 78130

Jeffrey J. Booker
CHIEF APPRAISER

Board of Director Eligibility Requirements

The appraisal district appraises all property in the county for ad valorem tax purposes. The board of directors is the governing body for the district.

The board employs the chief appraiser, sets general policies for the district, and adopts the budget for the district. By law, board members cannot communicate with the chief appraiser regarding appraisals, except in: (1) an open meeting of the appraisal district board of directors or another public forum; or (2) a closed meeting of the board of directors held to consult with the board's attorney about pending litigation, in accordance with Tax Code Section 6.15.

To be eligible to serve on the Board of Directors, an individual must be a resident of Comal County and must have resided in the county for at least two years immediately preceding the date the individual takes office. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a participating taxing unit.

An individual is not eligible to be appointed or to serve on the Board of Directors of an appraisal district if the individual or business entity in which the individual has a substantial interest is a party to a contract with the appraisal district. An individual is not eligible to be appointed or serve on the Board of Directors if the individual or business entity in which the individual has a substantial interest is a party to a contract with a taxing unit that participates in the appraisal district, and the contract relates to the performance of an activity governed by the Texas Property Tax Code. An individual is deemed to have a substantial interest in a business entity if the combined ownership of the individual and the individual's spouse is at least 10 percent of the voting stock or shares of the business entity, or the individual or the individual's spouse is a partner, limited partner, or officer of the business entity.

An individual is ineligible to serve on the Board of Directors and is disqualified from employment as Chief Appraiser if the individual is related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to an individual who is engaged in the business of appraising property for compensation for use in proceedings under the Texas Property Tax Code or of representing owners for compensation in proceedings in the appraisal district.

An individual is ineligible to serve on the board of directors of an appraisal district if the individual has served as a member of the board of directors for all or part of five terms, unless the individual was the county assessor-collector at the time the individual served as a board member or has been an employee of the appraisal district at any time during the preceding three years, according to Tax Code Section 6.035(a-1).

An individual is ineligible to serve if they own property in which taxes are delinquent for more than 60 days unless there is a written installment agreement for payment of taxes and any penalty and interest or a suit to collect the delinquent taxes has been abated or deferred.

Members of the board may not receive compensation for service on the board but are entitled to reimbursement for actual and necessary expenses incurred in their performance of duties and as provided by the budget adopted by the Board.

COMAL APPRAISAL DISTRICT

900 S. SEGUIN AVENUE
NEW BRAUNFELS, TX 78130

JEFFREY J. BOOKER, RPA
CHIEF APPRAISER

September 9, 2025

Mayor Ralph Gutierrez
City of Schertz
1400 Schertz Parkway
Schertz, TX 78154

REF: Board of Directors Election

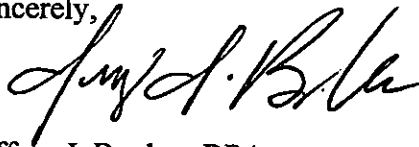
Section 6.03(e) of the Texas Property Tax Code states: *"The chief appraiser shall calculate the number of votes to which each taxing unit other than a conservation and reclamation district is entitled and shall deliver written notice to each of those units of its voting entitlement before October 1 of each odd-numbered year."*

Below is the voting calculation worksheet that indicates the number of votes you are eligible to submit in the upcoming election of the Board of Directors for Comal Appraisal District. The official ballot will be mailed to each entity no later than October 30, 2025.

BOARD OF DIRECTORS ELECTIONS WORKSHEET 2025-2026

TAXING UNITS	2024 TAX LEVY	PERCENTAGE	VOTES
COMAL I.S.D.	\$273,185,016.22	0.53515	2676
COMAL COUNTY	96,461,013.23	0.18896	945
NEW BRAUNFELS I.S.D.	73,162,187.80	0.14332	717
CITY OF NEW BRAUNFELS	50,497,945.80	0.09892	495
CITY OF GARDEN RIDGE	2,716,077.10	0.00532	27
CITY OF SCHERTZ	7,008,778.36	0.01373	69
BOERNE I.S.D.	1,824,597.21	0.00357	18
CITY OF BULVERDE	3,854,828.84	0.00755	38
CITY OF FAIR OAKS	1,078,488.74	0.00211	11
CITY OF SELMA	587,362.38	0.00115	6
CITY OF SPRING BRANCH	75,674.85	0.00015	1
WIMBERLEY I.S.D.	29,399.08	0.00006	0
	\$ 510,481,369.61	100.00000	5000

Sincerely,



Jeffrey J. Booker, RPA
Chief Appraiser

CITY COUNCIL MEMORANDUM

City Council Meeting: September 16, 2025
Department: City Secretary
Subject: Guadalupe Appraisal District Board of Directors Election Information

BACKGROUND

Pursuant to Senate Bill 2 (88th Legislative Session), effective July 1, 2024, appraisal districts in counties with populations over 75,000 are governed by a nine-member board: five (5) directors appointed by taxing units, three (3) elected directors, and the county assessor-collector serving ex-officio. For the upcoming appointment cycle, two (2) of the five (5) appointed directorships are to be filled, with each appointee serving a four (4) year term commencing January 1, 2025. This notice is provided to the representatives of the taxing units eligible to participate in the nomination and voting process. Following is a brief timeline of this process:

- The chief appraiser delivers notice of election and voting entitlement to the taxing units.
 - Each taxing unit may nominate by resolution one candidate for each directorship to be filled (2 directorships are to be filled). The Tax Assessor-Collector (TAC) is no longer required to participate in the appointment election with the passage of SB2. County TACs now serve as an ex officio voting director on appraisal district's board of directors. **Nominations by way of resolution must be submitted to the chief appraiser no later than October 15, 2025.**
 - The chief appraiser will then prepare and deliver a ballot of all nominees to each taxing unit before **October 30 2025.**
 - The governing body of each taxing unit must determine their vote by resolution and submit it to the chief appraiser before **December 15, 2025.**
 - The chief appraiser will tabulate the votes, declare the winners, and submit the results to the governing body of each taxing unit before **December 31, 2025.**
-

Attachments

Guadalupe Appraisal District Election Information 2025

GUADALUPE APPRAISAL DISTRICT

Main Office

3000 N. Austin St.
Seguin, Texas 78155
(830) 303-3313
(830) 372-2874 (Fax)
cstiers@guadalupead.org



Schertz Substation

1052 FM 78, Ste. 103
Schertz, Texas 78154
(830) 303-3313 Option 0
(877) 254-0888 (Fax)

September 2, 2025

City of Schertz

Attn: Steve Williams, City Manager and City Council

1400 Schertz Pkwy.

Schertz, Texas 78154

Dear City Manager Williams and City Council,

Pursuant to Senate Bill 2 (88th Legislative Session), effective July 1, 2024, appraisal districts in counties with populations over 75,000 are governed by a nine-member board: five (5) directors appointed by taxing units, three (3) elected directors, and the county assessor-collector serving ex-officio. For the upcoming appointment cycle, two (2) of the five (5) appointed directorships are to be filled, with each appointee serving a four (4) year term commencing January 1, 2025. This notice is provided to the representatives of the taxing units eligible to participate in the nomination and voting process. Following is a brief timeline of this process:

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- The chief appraiser will then prepare and deliver a ballot of all nominees to each taxing unit before **October 30, 2025**.
- The governing body of each taxing unit must determine their vote by resolution and submit it to the chief appraiser before **December 15, 2025**.
- The chief appraiser will tabulate the votes, declare the winners, and submit the results to the governing body of each taxing unit before **December 31, 2025**.

Nominee Qualifications

Under Section 6.03(d) of the Texas Tax Code, individuals are eligible to serve on the Guadalupe Appraisal District Board of Directors only if they are residents of the district and have resided within it for at least two years prior to taking office; Section 6.035 further disqualifies any individual who owns property with delinquent taxes owed for more than 60 days, unless those taxes are subject to a lawful installment agreement or deferral, with additional restrictions set out in Section 56.035. Beginning with terms starting January 1, 2026, HB 148 also requires all nominees to sign a written acknowledgment affirming their understanding of the statutory duties of service before being considered for appointment or candidacy, and mandates successful completion of annual training covering governance, ethics, budgeting, procurement, conflicts of interest, and other statutory responsibilities. Each nominee **must complete and return** the enclosed Candidate Qualifications and Acknowledgment Statement to the Guadalupe Appraisal District as part of the formal nomination process.

Voting Allocation

Enclosed, you will find a summary of the voting entitlement of the taxing units participating in the nomination and election for the Guadalupe Appraisal District Board of Directors. City of Schertz will have **256 votes** to cast in this election process. Votes may be allocated to one nominee or votes may be distributed to more than one nominee. The nominees who receive the largest cumulative vote total are declared the directors who will begin serving a four-year term on January 1, 2026.

Should you have any questions regarding this process, do not hesitate to contact Cherie Stiers in our office.

Sincerely,

Peter Snaddon, R.P.A., C.C.A.
Chief Appraiser

**GUADALUPE APPRAISAL DISTRICT BOARD of DIRECTORS (APPOINTMENT) ELECTION
ENTITY VOTING ENTITLEMENTS**

as of 8/27/2025

CAD	Taxing Unit ID	Taxing Unit Name	2025 Entity Levy	2025 Total Levy	Portion of Levy (%)		Total Number of Votes	Entity Votes ¹
094-Guadalupe	094-000-00	Guadalupe County	\$75,906,881 ÷	\$363,337,266 =	0.208916	x	5,000	1,045
094-Guadalupe	094-902-02	Schertz-Cibolo UC ISD	\$69,017,717 ÷	\$363,337,266 =	0.189955	x	5,000	950
094-Guadalupe	094-901-02	Seguin ISD	\$57,702,685 ÷	\$363,337,266 =	0.158813	x	5,000	794
094-Guadalupe	094-103-03	City of Seguin	\$23,569,335 ÷	\$363,337,266 =	0.064869	x	5,000	324
094-Guadalupe	094-903-02	Navarro ISD	\$22,809,859 ÷	\$363,337,266 =	0.062779	x	5,000	314
094-Guadalupe	094-904-02	Marion ISD	\$20,569,400 ÷	\$363,337,266 =	0.056612	x	5,000	283
094-Guadalupe	046-901-02	New Braunfels ISD	\$18,774,399 ÷	\$363,337,266 =	0.051672	x	5,000	258
094-Guadalupe	094-104-03	City of Cibolo	\$18,639,043 ÷	\$363,337,266 =	0.051300	x	5,000	256
094-Guadalupe	094-102-03	City of Schertz	\$18,545,469 ÷	\$363,337,266 =	0.051042	x	5,000	256
094-Guadalupe	046-902-02	Comal ISD	\$12,216,306 ÷	\$363,337,266 =	0.033622	x	5,000	168
094-Guadalupe	046-101-03	City of New Braunfels	\$9,561,097 ÷	\$363,337,266 =	0.026315	x	5,000	132
094-Guadalupe	105-902-02	San Marcos ISD	\$3,720,184 ÷	\$363,337,266 =	0.010239	x	5,000	51
094-Guadalupe	094-202-19	Lake McQueeney WCID #1	\$2,406,459 ÷	\$363,337,266 =	0.006623	x	5,000	33
094-Guadalupe	094-201-19	Lake Placid WCID #1	\$1,834,498 ÷	\$363,337,266 =	0.005049	x	5,000	25
094-Guadalupe	094-201-04	Lone Oak MUD	\$1,450,186 ÷	\$363,337,266 =	0.003991	x	5,000	20
094-Guadalupe	247-903-02	LaVernia ISD	\$1,389,739 ÷	\$363,337,266 =	0.003825	x	5,000	19
094-Guadalupe	015-120-03	City of Selma	\$1,344,497 ÷	\$363,337,266 =	0.003700	x	5,000	19
094-Guadalupe	028-903-02	Luling ISD	\$1,100,330 ÷	\$363,337,266 =	0.003028	x	5,000	15
094-Guadalupe	046-202-19	Lake Dunlap WCID	\$697,073 ÷	\$363,337,266 =	0.001919	x	5,000	10
094-Guadalupe	094-101-03	City of Marion	\$481,497 ÷	\$363,337,266 =	0.001325	x	5,000	7
094-Guadalupe	028-906-02	Prairie Lea ISD	\$436,470 ÷	\$363,337,266 =	0.001201	x	5,000	6
094-Guadalupe	015-115-03	City of Universal City	\$269,740 ÷	\$363,337,266 =	0.000742	x	5,000	4
094-Guadalupe	094-202-04	Guadalupe County MUD#4	\$156,459 ÷	\$363,337,266 =	0.000431	x	5,000	2
094-Guadalupe	094-106-03	City of Santa Clara	\$130,777 ÷	\$363,337,266 =	0.000360	x	5,000	2
094-Guadalupe	094-203-19	Meadow Lake WCID #1	\$102,709 ÷	\$363,337,266 =	0.000283	x	5,000	1
094-Guadalupe	094-204-04	Guadalupe County MUD06	\$96,617 ÷	\$363,337,266 =	0.000266	x	5,000	1
094-Guadalupe	094-209-04	Guadalupe County MUD #11	\$74,183 ÷	\$363,337,266 =	0.000204	x	5,000	1
094-Guadalupe	089-903-02	Nixon-Smilely ISD	\$72,115 ÷	\$363,337,266 =	0.000198	x	5,000	1
094-Guadalupe	094-211-04	Park Place MUD	\$69,432 ÷	\$363,337,266 =	0.000191	x	5,000	1
094-Guadalupe	094-207-04	Sky Ranch MUD	\$50,365 ÷	\$363,337,266 =	0.000139	x	5,000	1
094-Guadalupe	094-212-04	Steelwood Trail MUD	\$46,446 ÷	\$363,337,266 =	0.000128	x	5,000	1
094-Guadalupe	028-102-03	City of Luling	\$38,906 ÷	\$363,337,266 =	0.000107	x	5,000	1
094-Guadalupe	094-201-09	York Creek Water Dist.	\$36,556 ÷	\$363,337,266 =	0.000101	x	5,000	1
094-Guadalupe	105-103-03	City of San Marcos	\$15,651 ÷	\$363,337,266 =	0.000043	x	5,000	0
094-Guadalupe	094-213-04	Sedona MUD01	\$1,803 ÷	\$363,337,266 =	0.000005	x	5,000	0
094-Guadalupe	094-210-04	Marion Oaks MUD	\$1,515 ÷	\$363,337,266 =	0.000004	x	5,000	0
094-Guadalupe	094-214-04	Sedona MUD02	\$669 ÷	\$363,337,266 =	0.000002	x	5,000	0
094-Guadalupe	094-205-04	Guadalupe County MUD10	\$203 ÷	\$363,337,266 =	0.000001	x	5,000	0
Total Votes							5,000	

Source: 2025 Adjusted Certified Roll, as of Supplement 1.

Section 6.03 Board of Directors¹

(d) The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district.

Guadalupe Appraisal District

Board of Directors – Statement of Qualifications & Acknowledgment

Section One: Candidate Eligibility Requirements

Pursuant to Chapter 6 of the Texas Tax Code, as amended by SB 2 (88th Legislature) and HB 148 (89th Legislature):

1. Residency Requirement

- A nominee must be a resident of the Guadalupe Appraisal District and must have resided within the district for at least two (2) years immediately preceding the date of taking office.

2. Tax Payment Requirement

- A nominee is ineligible if they own property on which delinquent property taxes have been owed for more than 60 days, unless the taxes are subject to a lawful installment agreement or deferral.

3. Conflict of Interest / Ineligible Employment

- A nominee may not be an employee of a taxing unit participating in the district unless they are also an elected official of such taxing unit.
- A nominee may not have engaged in the business of appraising property for compensation or representing property owners for compensation in appraisal district proceedings at any time during the preceding five (5) years.
- A nominee or business entity in which they hold a substantial interest may not contract with the appraisal district or with a participating taxing unit for activities governed by the Tax Code.

4. Relatives / Nepotism Restrictions

- A nominee is ineligible if related within the second degree by consanguinity or affinity to an individual engaged in compensated appraisal or tax representation activity in the district.

5. HB 148 Requirements (*Effective for Terms Beginning January 1, 2026*)

- Each candidate must sign a statutory Acknowledgment of Duties (see below).
- Each appointed/elected director must complete the required training program within one (1) year of taking office and annually thereafter. Certificates must be filed with the district.

**Guadalupe Appraisal District
Board of Directors – Statement of Qualifications & Acknowledgment**

Section Two: Acknowledgment of Duties of Member of Appraisal District Board of Directors

I hereby acknowledge that I have read and understand the duties of a member of the board of directors of an appraisal district. I understand that the statutory responsibilities include:

1. Establishing the appraisal district office;
2. Hiring a chief appraiser;
3. Adopting the appraisal district's annual operating budget after filing notice and holding a public hearing;
4. Adopting a new budget if voting taxing units disapprove of the initial budget;
5. Determining whether to remove members of the appraisal review board if the board of directors of the appraisal district is the appointing authority and potential grounds for removal arise;
6. Notifying voting taxing units of any vacancy in an appointive position on the board and electing a replacement from submitted nominees;
7. Appointing a person to fill a vacancy in an elective position on the board;
8. Electing a chairman and a secretary of the board at the first meeting each year;
9. Holding board meetings at least quarterly;
10. Developing and implementing policies regarding reasonable access to the board;
11. Preparing information describing the board's functions and complaint procedures and making that information available to the public and to participating taxing units;
12. Notifying parties to a complaint filed with the board of the status of the complaint, unless otherwise provided;
13. In populous counties, appointing a taxpayer liaison officer and deputy taxpayer liaison officers;
14. Annually evaluating the performance of the taxpayer liaison officer and any deputy taxpayer liaison officers, including reviewing the timeliness of complaint resolution;
15. Referring matters investigated by a taxpayer liaison officer relating to the appraisal review board's conduct to the local administrative district judge with a recommendation;
16. Developing a biennial written plan for the periodic reappraisal of all property in the appraisal district, filing notice and holding a public hearing on the plan, approving the plan, and distributing copies of the plan to participating taxing units and the comptroller;
17. Making agreements with newly formed taxing units on an estimated budget allocation for that taxing unit;
18. Having an annual financial audit prepared by an independent certified public accountant, delivering a copy of the audit to each voting taxing unit, and making the audit available for inspection at the appraisal district office;
19. Designating the appraisal district depository biennially;
20. Receiving resolutions from voting taxing units disapproving of board actions;
21. Adhering to Local Government Code requirements for purchasing and entering into contracts;
22. Providing advice and consent to the chief appraiser concerning the appointment of an agricultural appraisal advisory board and determining the number of members of that advisory board;
23. Adhering to laws concerning the preservation, microfilming, destruction, or other disposition of records;
24. Adopting and implementing a policy for the temporary replacement of a member of an appraisal review board who violates ex parte communication requirements.

**Guadalupe Appraisal District
Board of Directors – Statement of Qualifications & Acknowledgment**

Furthermore, I recognize that the board **does not** appraise property or review the value of individual properties. I acknowledge that tax rates and tax burdens are determined by applicable taxing jurisdictions, not the appraisal district board of directors.

Nomination/ Eligibility Statement

I have reviewed the eligibility requirements above and affirm that I meet the qualifications to be nominated and serve as a member of the Board of Directors of the Guadalupe Appraisal District. I further acknowledge that I have read and understand the statutory duties of a member of the board of directors as outlined in the acknowledgment section below.

Signature of Nominee: _____ Date: _____

Printed Name of Nominee: _____

Contact Phone Number: _____

Street Address of Nominee's Residency: _____

City: _____ State: _____ ZIP: _____

Number of years at this residence? _____

Notary Acknowledgment

State of Texas
County of _____

Sworn to and subscribed before me this _____ day of _____, 2025.

(Signature of Notary Public)

Printed Name: _____
Notary Public, State of Texas

My commission expires: _____

(Seal)