



**MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
January 6, 2026**

**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, JANUARY 6, 2026 at 6:00 p.m.**

Call to Order

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

Employee Introductions

- Fleet Services: Fidel Montoya-Fleet Supervisor
- I.T.: Leonardo Brown-IT Support Specialist
- Parks & Recreation: Amie Stevens-Recreation Specialist; Samantha Raby-Senior Center Supervisor
- Police Communications: Tristan Claycomb-PS Communications Officer; Raven Hopkins-PS Communications Officer; Amanda Ritzenhaler-PS Communications Officer
- Purchasing: Christopher Keen-Purchasing Specialist

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.Rodriguez)

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 Regular Council Meeting on December 16, 2025 (S.Edmondson/S.Courney/I.Chavez)
2. **Resolution 26-R-003** - Approving a Schertz Main Street Local Flavor Economic Development Grant for 533 Main (S.Williams/B.James)
3. **Resolution 26-R-006** - Authorizing a Roadway Capital Recovery Offset Agreement with the developer of the Ackermann Subdivision (B.James/K.Woodlee)
4. **Resolution 26-R-007** - Authorizing an easement with CPS Energy to extend electrical facilities to Fire Station #4 (B.James/K.Woodlee/J.Nowak)
5. **Resolution 26-R-005** - Authorizing expenditures with Don Hewlett Chevrolet and Sames Bastro Ford for the purchase of various vehicles/equipment as part of the FY 2025-26 Vehicle/Equipment Replacement/Acquisition program (B.James/D. Hardin/M.Chappell)

6. **Resolution 26-R-002** - Authorizing an agreement with Halff Associates, Inc. for professional services for the West Dietz Creek Trail project (S.Gonzalez/ L.Shrum)
7. **Resolution 25-R-175** - Authorizing an Interlocal Agreement (ILA) with Guadalupe County to accept two police pursuit vehicles from a Federal Byrne Grant (S.Williams/J.Lowery/J.Kurz)
8. **Resolution 24-R-003** - Adopting the City's Investment Policy (S. Gonzalez/J. Walters)

Discussion and Action Items

9. **Resolution 26-R-008**-Order Runoff Election for Council Place 7 (*if needed pending the Canvassing of Special Election Place 7 on 12/30/2025*) (Mayor/S.Edmondson)

Public Hearings

10. **Ordinance 26-S-001**– Conduct a public hearing and consider a request to rezone approximately 44 acres of land from General Business District (GB) to approximately 22 acres as Single-Family Residential District (R-2) and approximately 22 acres as Single-Family Residential District (R-6), generally located approximately 1,412 feet west of the intersection of Eckhardt Road and Green Valley Road, also known as Guadalupe County Property Identification Number 67959 and 64006, City of Schertz, Guadalupe County, Texas (B.James/L.Wood/D.Marquez)

Workshop

11. **Discuss City Council Place 6 Vacancy** (Mayor/S.Edmondson)

Information available in City Council Packets - NO DISCUSSION TO OCCUR

Requests and Announcements

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

Adjournment

CERTIFICATION

I, SHEILA EDMONDSON, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 29TH DAY OF DECEMBER 2025 AT 6:15 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 Rodriguez 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>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: January 06, 2026
Department: City Secretary
Subject: Minutes - Approval of the minutes from the Regular Council Meeting on December 16, 2025 (S.Edmondson/S.Courney/I.Chavez)

Attachments

Draft Minutes 12-16-2025 City Council Meeting

DRAFT

MINUTES REGULAR MEETING December 16, 2025

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on December 16, 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 Rodriguez; Councilmember Paul Macaluso; Councilmember Mark Davis; Councilmember Michelle Watson; 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; Assistant City Secretary Irene Chavez

Call to Order

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

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

Councilmember Robert Westbrook provided the opening prayer and led the Pledge of allegiance for the Flag of the United States and State of Texas.

Presentations

- ***25-Year Tenure Milestone Service Pin Presentation - Bryan Timmons, Engineering Inspector*** (S.Williams)

City Manager Steve Williams presented Engineering Inspector Bryan Timmons with a pin in honor and gratitude for his 25 years of dedicated service to the City of Schertz.

City Events and Announcements

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

Deputy City Manager Brian James provided the announcement of upcoming city events, including the early voting and the special election date for place 7 on Saturday, December 20, 2025, the holiday closures, and Canvassing the votes on December 30, 2025.

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

City Manager Steve Williams recognized the police department for the National Night Out award, placing seventh statewide and 27th nationally. He also recognized

Assistant Police Chief Phillip Waller for graduating from the FBI National Academy.

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

Mayor Ralph Rodriguez recognized all city staff for the hard work and efforts in the previous festivities.

Hearing of Residents

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Mayor Pro Tem Davis recognized the following residents:

Carlos De La Cruz, 21502 Fox Park Lodge, San Antonio, communicated that he is running for Congress and expressed his concern for young people. His message to them is that their life matters, God has a plan for them, their country needs them.

Ralph Gutierrez, 1016 Silver Tree, requested clarification of the process when a sitting municipal official becomes a candidate for another office, specifically referencing the Texas Constitution Articles 11 and 16. Mayor Rodriguez recognized City Attorney Dan Santee who informed that Article 16, Section 17 of the Texas Constitution provides that officers continue to perform their duties until a successor is duly qualified. Consistent with Attorney General Opinion AP-0351, an officeholder subject to automatic resignation may hold over until a successor is qualified. The city has confirmed this interpretation with the city attorney, and a special election will be called at a future meeting.

Melva Perez, 7102 Nottingshire, briefly introduced herself, shared her career milestones and new endeavors as a candidate for the State Representative House District 119, which includes the City of Schertz.

Jonathan Marquez, 5817 Saint Andrews, requested sidewalk improvements on Hubertus Road for students to walk to school safely. Specifically, he requested City Council to survey the area and to include the issue in a future agenda for a detailed discussion.

Dan Swart, 1509 Gwendolyn Way, encouraged residents to vote in the special election for place 7 in which he is a candidate. He also requested a review of the Hanukkah decoration placed in front of City Hall to showcase the proper celebration.

Tomas Oscar Espinosa, 514 Aviation Avenue, offered advice and assistance to process a railroad quiet zone application that could alleviate the noise residents have to endure in the middle of the night from the train horns.

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 Workshop Meeting and the Regular Council Meeting on December 2, 2025
(S.Edmondson/S.Courney/I.Chavez)
2. **Approval of the 2026 Master Calendar** (S.Williams/Z.Reed)
3. **Councilmember Absence** - Approve Councilmember Westbrook's absence on November 18, 2025, in accordance with City Council Rules of Conduct and Procedure, Article 2.2.2.B. (S.Edmondson/R.Rodriguez)

Mayor Ralph Rodriguez asked if any items needed to be removed for separate action. No items were removed.

Mayor Rodriguez asked for a motion to approve Consent Agenda Items #1 - 3.

Moved by Councilmember Allison Heyward, seconded by Councilmember Michelle Watson

AYE: Councilmember Paul Macaluso, Councilmember Mark Davis,
Councilmember Michelle Watson, Councilmember Ben Guerrero,
Councilmember Robert Westbrook, Councilmember Allison Heyward

Passed

Discussion and Action Items

4. **Ordinance 25-T-049** - Authorizing an amendment to the Fiscal Year 2024-2025 Budget (S.Gonzalez/J.Walters)

Mayor Rodriguez recognized Finance Director James Walters, who provided an explanation regarding the budget amendment ordinance. Key items include consolidating the Senior Center budget into the Parks budget, adding \$100,000 for scheduled public safety computer replacements funded by higher-than-expected sales tax revenue, and IT adjustments for a GIS audit upgrade and delayed server purchases. Facilities funding is increased to continue previously approved library repairs, and the EMS budget is increased to complete a delayed ambulance remount. Additionally, the

Library Board is requesting new funding for electronic resources, an outreach vehicle, and programs, all previously approved by the board and funded through its own revenues, with no impact on property taxes. All non-library items were included in the five-year financial forecast, and the amendment does not affect the city's long-term budget outlook.

Moved by Councilmember Allison Heyward, seconded by Councilmember Michelle Watson

AYE: Councilmember Paul Macaluso, Councilmember Mark Davis,
Councilmember Michelle Watson, Councilmember Ben Guerrero,
Councilmember Robert Westbrook, Councilmember Allison Heyward

Passed

Mayor Rodriguez recessed to closed session at 6:38 p.m.

Closed Session

5. 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-99

Reconvene into Regular Session

Mayor Rodriguez reconvened Regular Session at 6:46 p.m.

6. Take any action based on discussion held in Closed Session under Agenda Item #5.

Mayor Rodriguez stated action would take place by voting to approve Resolution 25-R-17, authorizing an expenditure as reflected in the first amendment and assignment of the Economic Development Performance Agreement between the City of Schertz Economic Development Corporation and with EastGroup Properties L.P., and other matters in connection therewith.

Moved by Councilmember Paul Macaluso, seconded by Councilmember Allison Heyward

AYE: Councilmember Paul Macaluso, Councilmember Mark Davis,
Councilmember Michelle Watson, Councilmember Ben Guerrero,
Councilmember Robert Westbrook, Councilmember Allison Heyward

Passed

Information available in City Council Packets - NO DISCUSSION TO OCCUR

7. Monthly Update - Major Projects in Progress/CIP (B.James/K.Woodlee)
8. Check Report - November 2025 (S.Gonzalez/J.Walters)

Requests and Announcements

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

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

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

Councilmember Michelle Watson requested clarification on the required actions for the vacancy on Place #6. After a brief discussion, City Secretary Sheila Edmondson clarified that a Special Election is required, and it will be scheduled at a later date.

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

Councilmember Macaluso attended the Holidazzle and Tree Lightning events.

Councilmember Ben Guerrero attended the Tree Lightning and Holidazzle events.

Councilmember Robert Westbrook attended the Deck the Hall, Holidazzle, Mingle and Jingle events, the Community Advisory Committee with the School District, Northeast Partnership luncheon, and the Chamber luncheon.

Councilmember Allison Heyward attended the police department holiday luncheon, the Tree Lightning, Holidazzle and Mingle and Jingle events, a ribbon-cutting for Nu Eta Sigma Alumnae Chapter of the Sigma Gamma Rho Sorority, the Northeast Partnership luncheon and the Chamber luncheon.

Mayor Ralph Rodriguez attended the Tree Lightning and Holidazzle events.

Adjournment

Mayor Rodriguez adjourned the meeting at 6:51 p.m.

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson TRMC, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: January 06, 2026
Department: Executive Team
Subject: Resolution 26-R-003 - Approving a Schertz Main Street Local Flavor Economic Development Grant for 533 Main (S.Williams/B.James)

BACKGROUND

The owner of the property at 533 Main, The Bar House, has applied for a Main Street Local Flavor Economic Development Grant for plumbing work at this property. The property has already received two Main Street Local Flavor Economic Development Grants for \$37,500.00. As such, the applicant is only able to receive another \$2,500.00 in grants, as there is a \$40,000.00 cap. The project is estimated to cost approximately \$10,000.00 and the grant matches up to 50% - except in this case it is limited to \$2,500.00 due to the prior grants.

As of now, two other grants for other properties are open, both historic preservation grants - 420 Curtiss for \$9,125 and 93 Bubbling Springs for \$6,641.89.

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 26-R-003 authorizing a Schertz Main Street Local Flavor Economic Development Grant for up to \$2,500.00 for 533 Main Street.

FISCAL IMPACT

Up to \$2,500.00. If all \$2,500.00 is paid, this property will cap out on the local flavor grants (and has capped out at the Historic Preservation Grant).

RECOMMENDATION

Approval of Resolution 26-R-003

Attachments

Resolution 26-R-003 w attachment

RESOLUTION 26-R-003

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 533 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 533 Main for up to \$2,500.00.

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 533 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 _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, 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 Main
Street Legacy LLC, FOR EXPENDITURE OF LOCAL FLAVOR GRANT FUNDS

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

WHEREAS, the ENTITY has developed a proposal to make plumbing improvements at 533 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 Main Street Legacy LLC (ENTITY).

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

GENERAL PROVISIONS

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

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

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

Section 4. Authorization of Payment. Subject to the ENTITY'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ENTITY up to fifty percent (50%) of the Project. The Project is estimated to be approximately \$10,000.00 but given the amount of funds in grants previously provided, the maximum grant available is no more than \$2,500.00 if the project cost is at least \$5,000.00 as the grant will only be paid up to fifty percent and capped at \$2,500.00. 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 Main Street Legacy LLC. at:
Attention: Nick Marquez
534 Mission Hill Run
New Braunfels, Texas 78132

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 _____, 20____.

CITY OF SCHERTZ, TEXAS

ENTITY

City Manager

ATTEST:

City Secretary (Title)

EXHIBIT A

Plumbing Cost Estimate is \$10,000.00

CITY COUNCIL MEMORANDUM

City Council Meeting: January 06, 2026
Department: Engineering
Subject: Resolution 26-R-006 - Authorizing a Roadway Capital Recovery Offset Agreement with the developer of the Ackermann Subdivision (B.James/K.Woodlee)

BACKGROUND

Mustang Oaks, LLC, the developer of the Ackermann Subdivision constructed 1,026.4 linear feet of a single lane of Eckhardt Road, an undivided collector roadway as part of the infrastructure constructed to serve the development. Eckhardt Road is on the City's Roadway Impact Fee Capital Improvements Plan, and as such the City is required to provide offset/credits to the developer for this construction. The developer can use the offsets to reduce the amount of roadway impact fees that are paid. The amount of the offset/credit is calculated based on the number of lanes being constructed, the length of construction and the type of roadway, which impacts the amount of capacity being added to the City's system. Roadway Impact fees are paid at the time of issuance of building permits. As the proposed agreement indicates, the value of the constructed contribution of capacity is equivalent to credits for roadway impact fees for 29 single-family units. The City will accept the credits in lieu of payment of roadway impact fees for up to 29 of the 56 total expected homes to be built in the Ackermann Subdivision.

GOAL

The goal of the agreement being authorized by Resolution 26-R-006 is to provide for the orderly development of infrastructure within the City of Schertz.

COMMUNITY BENEFIT

The benefit of the provision of a roadway capital recovery fee offset credit is to provide for the development of roadway infrastructure in a timely, cost-effective manner.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 26-R-006 authorizing a Roadway Capital Recovery Offset Agreement with the developer of the Ackermann Subdivision for constructing over 1,000 linear feet of a lane of Eckhardt Road.

FISCAL IMPACT

The value of the offset is \$97,730. The City is required per State Law and City Ordinance to provide this credit in exchange for the road construction.

RECOMMENDATION

Approve Resolution 26-R-006.

Attachments

Resolution 26-R-006 with attachments

RESOLUTION 26-R-006

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING A ROADWAY CAPITAL RECOVERY OFFSET AGREEMENT WITH THE DEVELOPER OF THE ACKERMANN SUBDIVISION AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Developer of the Ackermann Subdivision constructed a new lane segment of Eckhardt Road along the subdivision; and

WHEREAS, Eckhardt Road is an undivided collector roadway on the City's adopted roadway impact fee capital improvements plan; and

WHEREAS, per Section 395.023 Credits Against Roadway Facilities Fees of the Texas Local Government Code stipulates that any construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by a political subdivision as a condition of development approval shall be credited against roadway facilities impact fees otherwise due from the development; and

WHEREAS, Section 78-178 Offsets and Credits Against Capital Recovery Fees stipulates that the value of the offset shall be stated in service units; and

WHEREAS, the City Council finds it is in the best interest of the City to enter into the offset agreement with the Developer of the Ackermann Subdivision.

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

Section 1. The City Council hereby authorizes the City Manager to execute a Roadway Capital Recovery Offset Agreement, generally in the form attached in Exhibit "A" subject to minor changes approved by the City Manager and City Attorney.

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 _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

EXHIBIT A

ROADWAY CAPITAL RECOVERY OFFSET AGREEMENT

THE STATE OF TEXAS §
 §
GUADALUPE COUNTY §

ROADWAY CAPITAL RECOVERY OFFSET AGREEMENT

This Roadway Capital Recovery Offset Agreement (this “**AGREEMENT**”) is made by and between the City of Schertz (hereinafter “**CITY**”), a Texas Home Rule municipality and Mustang Oaks, LLC (hereinafter “**DEVELOPER**”), a Texas limited liability company created under the laws of Texas, collectively, the “**PARTIES**”.

RECITALS

WHEREAS, pursuant to City of Schertz Code of Municipal Ordinances (“**Code of Ordinances**” Chapter 78, Article VII, the City of Schertz has adopted Roadway Capital Recovery Fees (sometimes hereinafter referred to as “**Capital Recovery Fee**”); and,

WHEREAS, pursuant to Code of Ordinances Section 78-178, where, in order to serve new development, a developer is required to construct, contribute to, or dedicate, capital improvement or facility expansion identified in the capital improvements plan, the CITY and DEVELOPER may enter into this AGREEMENT whereby the DEVELOPER is: (1) credited for the reasonable and necessary costs of the capital improvement or facility expansion against the impact fees otherwise due from the new development; or (2) reimbursed for all or a portion of the reasonable and necessary costs of the capital improvement or facility expansion from impact fees as received from other new developments that use the capital improvement or facility expansion; and,

WHEREAS, CITY and DEVELOPER desire to enter into this AGREEMENT in order to memorialize Roadway Capital Recovery Fee Credits (sometimes hereinafter referred to as the “**Credits**”) achieved by DEVELOPER for reasonable and necessary costs of the capital improvement or facility expansion (collectively the “**System Facilities**”) it incurred.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the PARTIES hereto, intending to be legally bound, hereby agree as follows:

Article I.
PROJECT DESCRIPTION

A. Project. The project is the Ackermann Subdivision comprising of approximately fifty-six (56) single-family lots or “**Project**”.

B. Location. The Project is located on 19.55 acres of land in the City of Schertz, Guadalupe County generally between Froboese Lane on the north, Eckhardt Road on the East, Green Valley Road on the South, and Schwab Road on the West, as more particularly described in Exhibit A.

Article II.
ROADWAY CAPITAL RECOVERY FEES

A. Roadway Capital Recovery Fees. The Roadway Capital Recovery Fee for the Project is currently assessed as \$1,614.54 per Service Unit (one vehicle mile of travel in the afternoon peak hour of traffic – can also be referred to as “Vehicle Mile”. *City of Schertz Unified Development Code* § 78-173.). This assessment is based on the calculations set out in Exhibit B, to this AGREEMENT.

Article III.
CAPITAL IMPROVEMENT PLAN IMPROVEMENTS MADE BY DEVELOPER

A. Rough Proportionality. The PARTIES acknowledge that as provided in Texas Local Government Code Section 212.904, the CITY may require DEVELOPER to contribute a portion of the costs of municipal infrastructure improvements by the making of dedications, the payment of fees, or the payment of construction costs (collectively the “**Infrastructure Costs**”), provided DEVELOPER’S portion of the Infrastructure Costs do not exceed the amount required for infrastructure improvements that are roughly proportionate to the impact of the Project.

Article IV.
ROADWAY CAPITAL RECOVERY FEE OFFSET CREDIT

A. Project’s Roadway Capital Recovery Fee Offset Credit Calculation. As shown on Exhibit C, to this AGREEMENT, the PARTIES agree to the following:

- i. The total number of Service Units of capacity supplied by the System Facilities contributed by the DEVELOPER is 97.19 vehicle miles added capacity.
- ii. The Credit that DEVELOPER is eligible to receive is 29 lots.

iv. DEVELOPER shall receive the Credit for 29 lots upon completion of the public improvements shown on **Exhibit D**; and the CITY'S acceptance of same for public maintenance in accordance with the terms of applicable provisions of the Code of Ordinances.

B. Offset Application to Future Platted Developments. The offset may be used to reduce Capital Recovery Fees imposed on new developments contained within the land subject to the associated plat after the effective date of the AGREEMENT.

Article V. REIMBURSEMENT OF EXCESS OFFSETS

A. Reimbursement of Excess Offsets. In addition to the Roadway Capital Recovery Fee Offset Credits to be allotted to DEVELOPER pursuant to Article IV above, DEVELOPER may apply for reimbursement of excess Service Units that the DEVELOPER provides beyond the Project's expectation ("**Excess Offsets**") following either completion of all development subject to the plat with which the Excess Offsets are associated or after ten (10) years following execution of this AGREEMENT.

i. The DEVELOPER must apply for reimbursement within six months following either:

a. Completion of the Project development subject to the plat with which the excess offsets are associated; or

b. Ten years after the date of execution of this AGREEMENT.

ii. The excess reimbursement contemplated in this Article V shall be enforced in accordance with the following terms:

a. The Excess Offset amount to be reimbursed shall be equal to the number of excess offsets (expressed as a number of Service Units) multiplied by the Capital Recovery Fee per Service Unit to be collected, as set forth herein in effect on the date of execution of this AGREEMENT (which is \$1,000), as set forth in the capital recovery plan, established in accordance with the Code of Ordinances Chapter 78, Article VII, in effect on the date of execution of this AGREEMENT;

b. The amount to be reimbursed for Excess Offsets may be further equitably reduced, if less than 50 percent of the number of Service Units in the plat, with

which the System Facilities giving rise to the excess offset, have been developed on the date of application for excess offsets;

c. Repayment of Excess Offsets pursuant to this Article V, shall be made within five years from the date of execution of a reimbursement agreement that might be entered into between the PARTIES hereto pertaining to the applicable Excess Offsets from roadway Capital Recovery Fees collected within the same roadway service area in which the property in question is located, subject to the availability of such funds;

d. Termination or reduction of the CITY's authority under state law to impose Capital Recovery Fees for roadway facilities shall terminate or correspondingly reduce any obligation of the CITY to make payments under this AGREEMENT or any reimbursement agreement; and

e. In converting the Excess Offsets from Service Units to a dollar value, the number of Service Units shall be multiplied by the value of a service unit expressed in dollars using the rates in effect at the time this AGREEMENT was executed; and

f. All Excess Offset amounts payable to DEVELOPER in accordance with the terms of this Article V, shall be paid to DEVELOPER (via check) within thirty (30) days after DEVELOPER has submitted reasonable documentation to the City Manager at the CITY supporting its claim for payment for such Excess Offsets. In the event CITY determines that additional reasonable documentation is needed to support DEVELOPER's request, CITY must request such additional reasonable documentation within ten (10) days of receiving DEVELOPER's original submission. Such request for additional reasonable documentation by the City shall extend the thirty (30) day timeframe for payment set forth above day for day until such additional reasonable information is provided by DEVELOPER. Notwithstanding the foregoing however, in the event (a) CITY and DEVELOPER cannot agree as to the documentation reasonably required for CITY to process DEVELOPER's request for payment or (b) CITY refuses to pay DEVELOPER any or all of the Excess Offsets being sought, within sixty (60) days after the date of DEVELOPER's original submission, such actions shall be deemed to be a refusal by CITY to pay DEVELOPER the requested Excess Offset amounts being sought by DEVELOPER, and DEVELOPER may pursue any and all remedies available to it under this Agreement for CITY's failure to pay such amounts.

Article VI.
MISCELLANEOUS

The following miscellaneous provisions are made part of this AGREEMENT:

1. Additional Instruments. CITY and DEVELOPER agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this AGREEMENT.

2. Amendments. This AGREEMENT constitutes the entire understanding and agreement of the PARTIES as to the matters set forth in this AGREEMENT. No alteration of or amendment to this AGREEMENT shall be effective unless given in writing and signed by the PARTY or PARTIES sought to be charged or bound by the alteration or amendment.

3. Applicable Law and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the PARTIES created hereunder are performable in Guadalupe County, Texas. Venue for any action arising under this AGREEMENT shall lie in the state district courts of Guadalupe County, Texas.

4. Assignment. The DEVELOPER may assign this AGREEMENT with the CITY's consent (such consent not to be unreasonably conditioned, withheld or delayed), but in no event shall the offsets provided for in the AGREEMENT be transferred to any development not subject to the plat associated with such offsets.

5. Binding Obligation. This AGREEMENT shall become a binding obligation on the signatories upon execution by all signatories hereto. The CITY warrants and represents that the individual executing this AGREEMENT on behalf of the CITY has full authority to execute this AGREEMENT and bind the CITY to the same. DEVELOPER warrants and represents that the individual executing this AGREEMENT on its behalf has full authority to execute this AGREEMENT and bind it to the same.

6. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

7. Construction. The PARTIES acknowledge that the PARTIES and their counsel have reviewed and revised the AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the AGREEMENT.

8. Notice and Opportunity to Cure. If either PARTY defaults in its obligations under this AGREEMENT, the other PARTY must, prior to exercising a remedy available to that PARTY due to the default, give written notice to the defaulting PARTY, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting PARTY at least thirty (30) calendar days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) calendar day period, the commencement of the cure within the thirty (30) calendar day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. Notwithstanding the foregoing, the occurrence of a Bankruptcy Event shall result in immediate default hereunder without opportunity to cure.

9. Enforcement. The City Attorney or his or her designee may enforce all legal rights and obligations under this AGREEMENT without further authorization. DEVELOPER shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining DEVELOPER'S compliance with this AGREEMENT. DEVELOPER may seek to enforce all legal rights and obligations under this AGREEMENT at law or in equity.

10. Entire Agreement. This AGREEMENT constitutes the entire agreement between the PARTIES with respect to the subject matter covered in this AGREEMENT. There is no other collateral oral or written agreement between the PARTIES that, in any manner, relates to the subject matter of this AGREEMENT, except as provided for in any Exhibits attached hereto or duly approved amendments to this AGREEMENT, as approved by the City Council of the City of Schertz, Texas.

11. Execution of AGREEMENT.

- i. City Council has authorized the City Manager to execute this AGREEMENT on behalf of the CITY, as evidenced by Resolution 26-R-006, dated _____.
- ii. Austin W. Hagauer is authorized to execute this AGREEMENT on DEVELOPER'S behalf, as evidenced by Company Resolution, dated _____, 2026 and attached hereto as **Exhibit E**.

12. Exhibits and Attachments. All Exhibits and Attachments referenced in this AGREEMENT are attached hereto and incorporated herein for all purposes.

13. Force Majeure. It is expressly understood and agreed by the PARTIES to this AGREEMENT that if the performance of any obligations hereunder is delayed by reason

of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated party and delays caused by the other party, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

14. Gender. The gender of the wording throughout this AGREEMENT shall always be interpreted to mean either sex, and where the context requires, the plural of any word shall include the singular.

15. Governmental Records. All invoices, records and other documents required for submission to the CITY pursuant to the terms of this AGREEMENT are Governmental Records for the purposes of Texas Penal Code Section 37.10.

16. Immunities and defenses.

i. By entering into this AGREEMENT, the PARTIES do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of the PARTIES, and nothing contained herein shall ever be construed as a waiver of sovereign, statutory or official immunity by the CITY with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

ii. No employee of CITY, or any councilmember or agent of CITY, shall be personally responsible for any liability arising under or growing out of this AGREEMENT.

17. Mutual Assistance. CITY and DEVELOPER will do all things reasonably necessary or appropriate to carry out the terms and provisions of this AGREEMENT and to aid and assist each other in carrying out such terms and provisions.

18. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by facsimile, or by reputable overnight carrier, and shall be deemed delivered when received at the addresses of the PARTIES set forth below, or at such other address furnished in writing to the other PARTIES thereto:

If to Developer:

Mustang Oaks, LLC
Attention: Austin W. Hagauer
18602 Castellani
San Antonio, Texas 78258

With copy to:

Brown & McDonald, PLLC
Attention: Caroline McDonald
100 NE Loop 410, Suite 1385
San Antonio, Texas, 78216

If to the City:

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

With copy to:

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

19. Ordinance Applicability. The signatories hereto shall be subject to all ordinances of CITY, whether now existing or in the future arising provided however no ordinance shall reduce or diminish the contractual obligations contained herein. This AGREEMENT shall confer no vested rights on the Project unless specifically enumerated herein.

20. Severability. In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the PARTIES hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the PARTIES to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be

added to this AGREEMENT which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

21. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the PARTIES, as well as any rights and benefits of the PARTIES, pertaining to a period of time following the termination of this AGREEMENT shall survive termination.

EXECUTED in duplicate originals to be effective as of the date of the last signature below (the “**Effective Date**”).

DRAFT

Signature Page to
Roadway Capital Recovery Offset Agreement

This Roadway Capital Recovery Offset Agreement has been executed by the PARTIES as of the dates of the Acknowledgments to be effective as of the Effective Date.

Developer:
MUSTANG OAKS, LLC, a Texas
limited liability company

By: _____
Name: Austin W. Hagauer, Manager
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2026 by Austin W. Hagauer, Manager of Mustang Oaks, LLC, a Texas limited liability company.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

Signature Page to
Roadway Capital Recovery Offset Agreement

This Roadway Capital Recovery Offset Agreement has been executed by the PARTIES as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

CITY OF SCHERTZ,
a Texas municipal corporation

By: _____

Name: Steve Williams, City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the _____ day of _____, 2026 by Steve Williams, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires:_____

EXHIBIT "A"

Plat

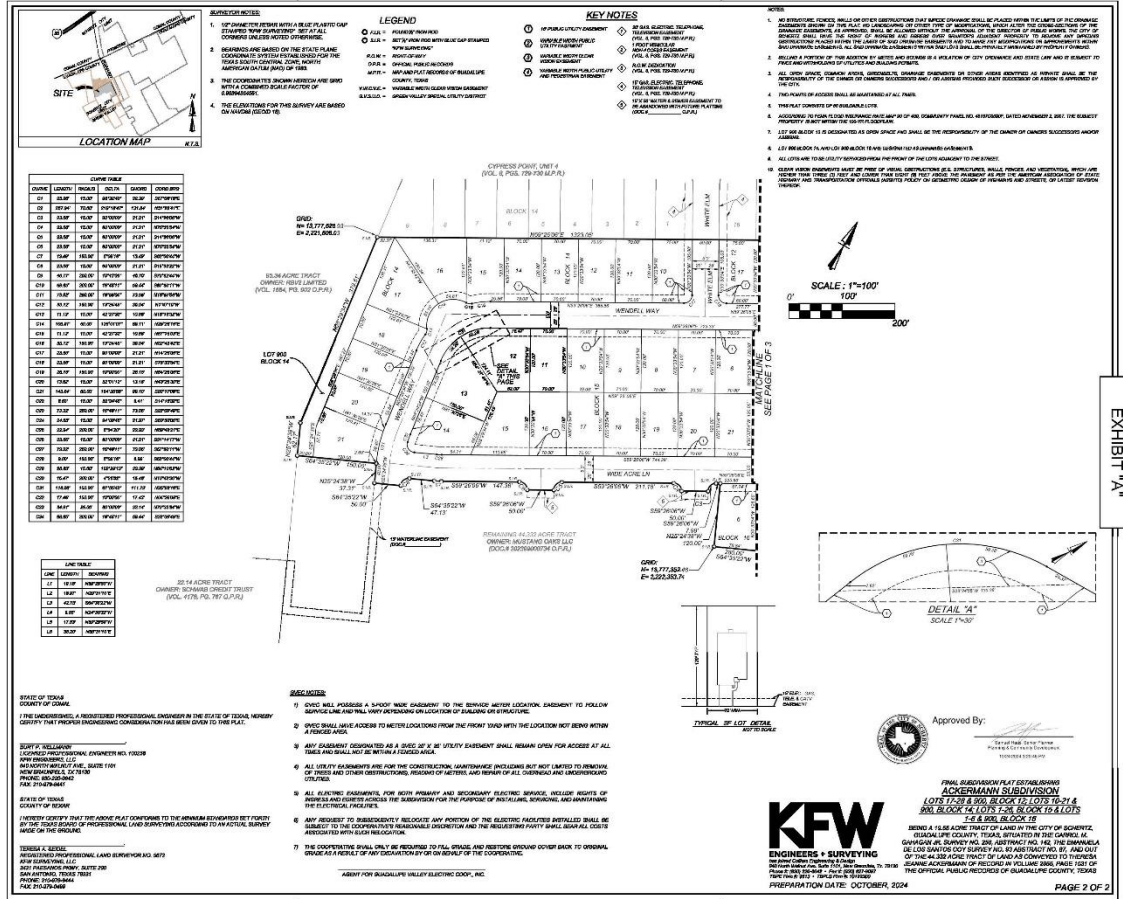


EXHIBIT "C"

Roadway Capital Recovery Fee Offset Credit Calculation

Ackermann Subdivision Roadway Impact Estimate

Service Area 1
SF Lots 56
CIP ID: 17A - Eckhardt Road

Projected Vehicle Miles

Single-Family detached housing = 3.37 Veh-Mi per Development Unit
Development Units = 56 SF Lots
Total Projected Vehicle Miles = (Development units x Veh-Mi per Development Unit)
= **188.72 Vehicle Miles of new demand**

Roadway Improvement - added capacity

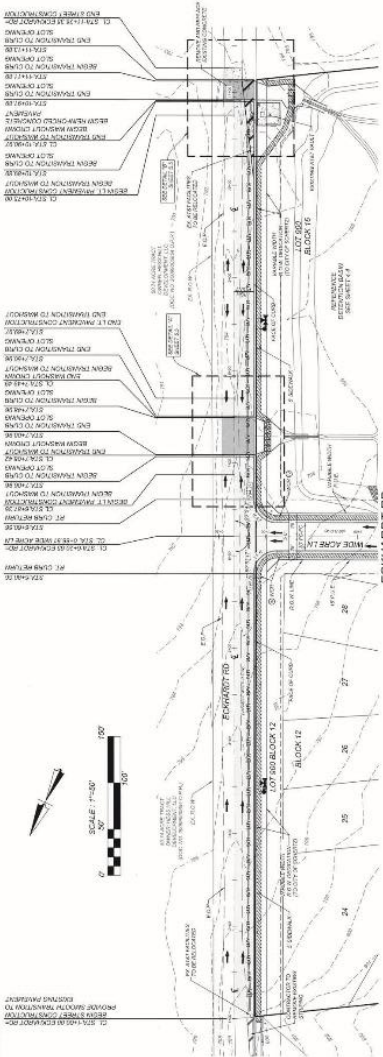
Roadway	Type of Roadway	Veh-Mi capacity per lane mile	=	Veh-Mi Capacity per lane foot
Eckhardt Road	Undivided Collector	500	=	0.0947
Eckhardt Road Improvements		= 1026.4 LF (1 Lane)		
		= 1026.4 x 0.0947		
		= 97.19 Veh-Mi added Capacity		
Impact fee offset Credit due		=		28.84 Lots

EXHIBIT "D"
Proposed Public Improvement

DRAFT

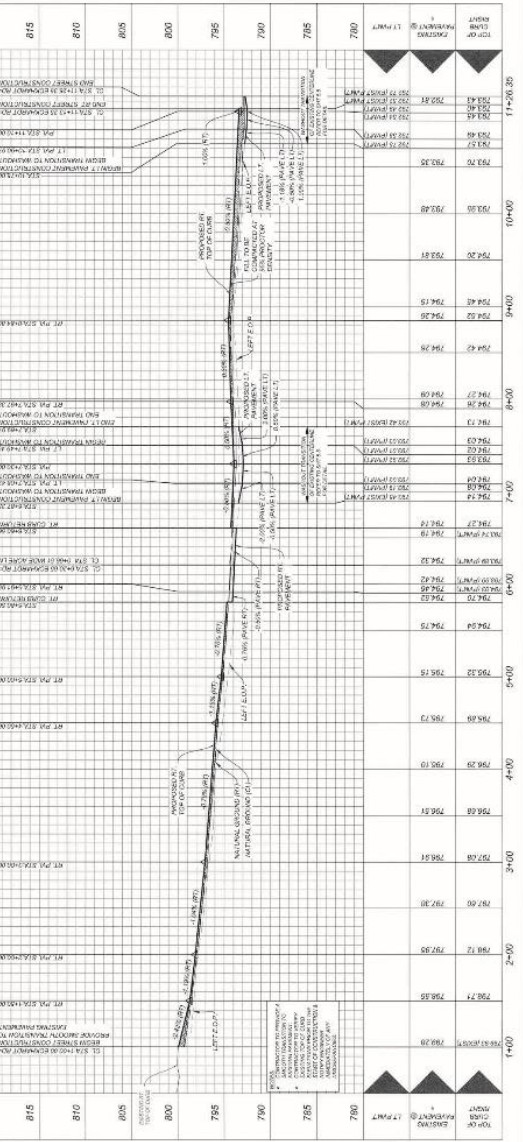
LEGEND

▲	PROPOSED ELEVATION
○	EXISTING ELEVATION
—	PROPOSED CENTERLINE
—	EXISTING CENTERLINE
—	PROPOSED RIGHT-OF-WAY
—	EXISTING RIGHT-OF-WAY
—	PROPOSED DRIVEWAY
—	EXISTING DRIVEWAY
—	PROPOSED SIDEWALK
—	EXISTING SIDEWALK
—	PROPOSED CURB
—	EXISTING CURB
—	PROPOSED GRADE
—	EXISTING GRADE
—	PROPOSED ASPHALT DRIVEWAY
—	EXISTING ASPHALT DRIVEWAY
—	PROPOSED CONCRETE DRIVEWAY
—	EXISTING CONCRETE DRIVEWAY
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ECKHARDT RD
STA. 1+00.00 TO END

HORIZ. SCALE: 1"=50'
VERT. SCALE: 1"=5'



PROPOSED ASPHALT DRIVEWAY TO BE CONSTRUCTED TO MATCH EXISTING ASPHALT DRIVEWAY TO THE RIGHT. THE PROPOSED ASPHALT DRIVEWAY TO BE CONSTRUCTED TO MATCH EXISTING ASPHALT DRIVEWAY TO THE LEFT. THE PROPOSED ASPHALT DRIVEWAY TO BE CONSTRUCTED TO MATCH EXISTING ASPHALT DRIVEWAY TO THE RIGHT. THE PROPOSED ASPHALT DRIVEWAY TO BE CONSTRUCTED TO MATCH EXISTING ASPHALT DRIVEWAY TO THE LEFT.

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EXHIBIT “E”
Developer Resolution

**RESOLUTION ADOPTED BY UNANIMOUS WRITTEN
CONSENT OF THE SOLE MANAGER OF
MUSTANG OAKS, LLC**

The undersigned being the sole manager of Mustang Oaks, LLC, a Texas limited liability company, does hereby consent to take the following actions, to adopt the following resolutions and to transact the following business of the company:

Resolved, that Austin W. Hagauer, President of Mustang Oaks, LLC, be and he is hereby authorized to execute and deliver to the City of Schertz the Roadway Capital Recovery Offset Agreement dated _____, 2026.

This consent is executed pursuant to the Texas Business Organizations Code which authorizes the taking of action by managers by unanimous written consent without a meeting.

Effective as of the _____ day of _____, 2026.

Austin W. Hagauer, Manager

CITY COUNCIL MEMORANDUM

City Council Meeting: January 06, 2026
Department: Engineering
Subject: Resolution 26-R-007 - Authorizing an easement with CPS Energy to extend electrical facilities to Fire Station #4 (B.James/K.Woodlee/J.Nowak)

BACKGROUND

In order to extend the needed electrical facilities to provide service to Fire Station #4, CPS Energy needs to cross some city-owned property. Easements are needed in order for CPS Energy to be able to install and maintain overhead electrical facilities that will provide electrical service to the new fire station. The easements are located in what were originally platted as residential lots in the Live Oak Hills Subdivision. The easements need to run from the northern end of Quail Lane, along the northern boundary of the subdivision, past Rio Lane to the newly created lot for Fire Station #4. Easements would be needed across Lot 9, Block 45; Lots 8 and 9, Block 48; and Lot 8, Block 49 of the subdivision. A map view of the easements needed is attached to the Resolution.

By providing the easements, CPS Energy will have a route to extend existing power facilities to provide the needed service to the new fire station.

GOAL

The goal of Resolution 26-R-007 is to grant CPS Energy easements across Lot 9, Block 45; Lots 8 and 9, Block 48; and Lot 8, Block 49 of Live Oak Hills Subdivision so that electrical facilities can be extended to the Fire Station #4 site.

COMMUNITY BENEFIT

The City identified a need for a fire station on Wiederstein Road to provide improved response times for part of the City. Granting of the requested easements will allow electrical facilities to be extended, providing for the power needs of the new fire station.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council approve the resolution authorizing the City Manager to execute easement documents to provide a route for CPS Energy to extend electrical facilities to the new Fire Station #4 site.

RECOMMENDATION

Approve Resolution 26-R-007

Attachments

Resolution 26-R-007 with attachments

RESOLUTION 26-R-007

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN EASEMENT WITH CPS ENERGY FOR FIRE STATION #4

WHEREAS, the City of Schertz previously identified the need for an additional fire station located on Wiederstein Road; and

WHEREAS, the City of Schertz is developing a construction project to build a new fire station on Wiederstein Road, known as Fire Station #4; and

WHEREAS, the CPS Energy needs to extend electrical facilities across Lot 9, Block 45; Lots 8 and 9, Block 48; and Lot 8, Block 49 of Live Oak Hills Subdivision to provide electrical service to Fire Station #4; and

WHEREAS, the City of Schertz owns these lots and wishes to provide a route for the extension of CPS Energy's facilities to provide power to Fire Station #4; and

WHEREAS, CPS Energy requires easements to be provided across private property to construct and maintain electrical facilities.

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 easement documents consistent with the attached easement exhibits across Lot 9, Block 45; Lots 8 and 9, Block 48; and Lot 8, Block 49 of Live Oak Hills Subdivision to CPS Energy for the extension of electrical facilities for Fire Station #4.

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 _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

EXHIBIT A

EASEMENT EXHIBITS AND METES AND BOUNDS

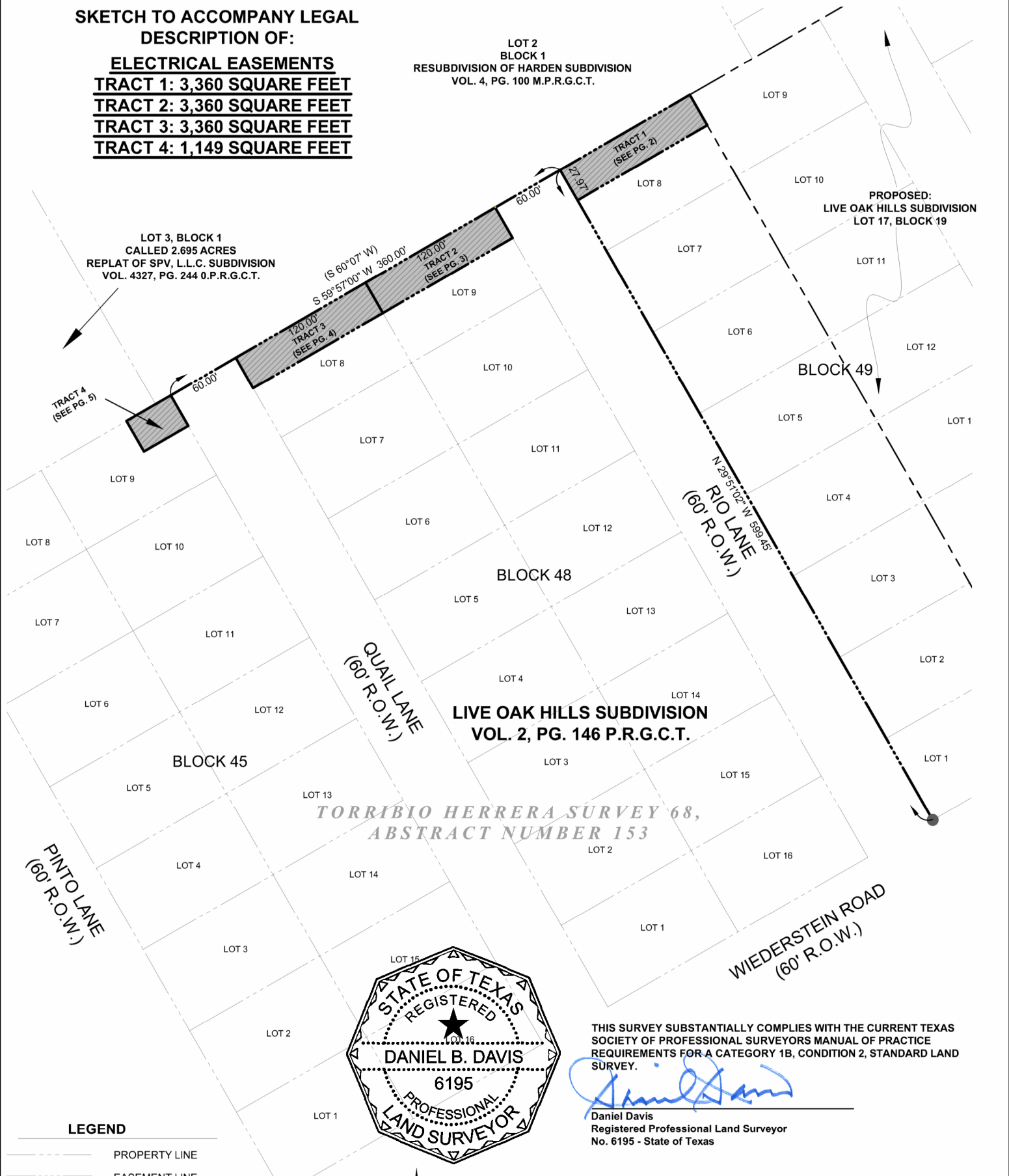
SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF:

- ELECTRICAL EASEMENTS**
- TRACT 1: 3,360 SQUARE FEET**
- TRACT 2: 3,360 SQUARE FEET**
- TRACT 3: 3,360 SQUARE FEET**
- TRACT 4: 1,149 SQUARE FEET**

LOT 2
BLOCK 1
RESUBDIVISION OF HARDEN SUBDIVISION
VOL. 4, PG. 100 M.P.R.G.C.T.

LOT 3, BLOCK 1
CALLED 2.695 ACRES
REPLAT OF SPV, L.L.C. SUBDIVISION
VOL. 4327, PG. 244 O.P.R.G.C.T.

PROPOSED:
LIVE OAK HILLS SUBDIVISION
LOT 17, BLOCK 19



TORRIBIO HERRERA SURVEY 68,
ABSTRACT NUMBER 153

LIVE OAK HILLS SUBDIVISION
VOL. 2, PG. 146 P.R.G.C.T.



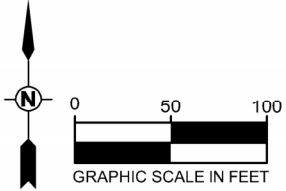
THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 2, STANDARD LAND SURVEY.

[Signature]

Daniel Davis
Registered Professional Land Surveyor
No. 6195 - State of Texas

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- - - - - PROPOSED FIRESTATION REPLAT
- P.R.G.C.T. PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
- O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS
- IRON ROD FOUND
- () [] RECORD INFORMATION



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Scale	Drawn by	Checked by	Field Date	Project No.	Page No.
1" = 100'	JW	DD	12/12/2024	23-226-S	1 OF 5



UNINTECH CONSULTING ENGINEERS, INC.

STRUCTURAL • CIVIL • SURVEYING

November 11, 2025

Job No. 24-028-S

Page 1 of 2

TRACT 1

BEING A 3,360 SQUARE-FOOT TRACT SITUATED IN THE TORRIBIO HERRERA SURVEY NO. 68, ABSTRACT NO. 153, SCHERTZ, GUADALUPE COUNTY, TEXAS, AND BEING OUT OF LOT 8, BLOCK 49 AS DEPICTED ON THE PLAT OF LIVE OAK HILLS SUBDIVISION RECORDED IN VOLUME 2, PAGE 146, PLAT RECORDS OF GUADALUPE COUNTY, TEXAS (P.R.G.C.T.). SAID 3,360 SQUARE-FOOT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE at a ½-inch iron rod found for the south corner of Lot 1, said Block 49 and being located in the intersection of the existing northwest right-of-way (ROW) line of Wiederstein Road (called 60 feet wide) with the existing northeast ROW line of Rio Lane (called 60 feet wide);

THENCE North 29° 51' 02" West departing from said Wiederstein Road and with the existing northeast ROW line of said Rio Lane, same being the west line of said Block 49, a distance of 571.44 feet to a ½-inch iron rod with an orange plastic cap stamped "UNINTECH" (hereinafter referred to as "with cap") set for the south corner of the herein described tract and for the **POINT OF BEGINNING**;

THENCE North 29° 51' 02" West continuing with the southwest line of said Lot 8, same being the existing northeast ROW line of said Rio Lane, a distance of 28.00 feet to a ½-inch iron rod with cap set for the west corner of the herein described tract, same being the west corner of said Lot 8 and being located in the ostensible common line of said Live Oak Hills Subdivision and Lot 2, Block 1, Harden Subdivision as depicted on the Resubdivision Plat recorded in Volume 4, Page 100, P.R.G.C.T.;

THENCE North 59° 57' 00" East (North 60° 07' East) departing from said Rio Lane and with said common line, a distance of 120.00 (120) feet to a ½-inch iron rod with cap set for the north corner of the herein described tract, same being the common north corner of said Lot 8 and Lot 9, said Block 49;

THENCE South 29° 51' 02" East departing from said Harden Subdivision and with the common line of said Lots 8 and 9, a distance of 28.00 feet to a ½-inch iron rod with cap set for the east corner of the herein described tract;

THENCE South 59° 57' 00" West departing from said Lot 9, a distance of 120.00 (120) feet to the **POINT OF BEGINNING** and containing 3,360 square feet of land.

****NOTES PERTAINING TO THE ABOVE DESCRIPTION ARE INCORPORATED BY REFERENCE AND APPEAR ON PAGE 2****



UNINTECH CONSULTING ENGINEERS, INC.

STRUCTURAL • CIVIL • SURVEYING

November 11, 2025

Job No. 24-028-S

Page 2 of 2

Notes:

An exhibit of even date was prepared in conjunction with this property description.

All bearings and distances listed in parentheses denote record data recorded on relevant subdivision plat/parent tract deed.

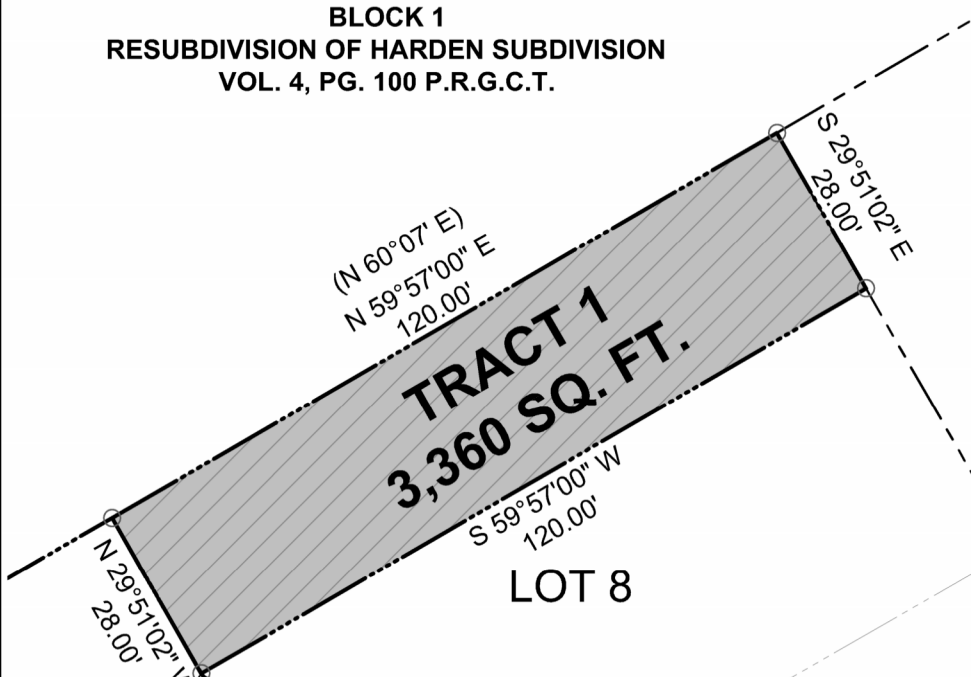
Bearings are based on the Texas State Plane Coordinate System, South Central Zone (4204), North American Datum 83, as obtained by GPS observations and referenced to the Leica SmartNet. Distances shown hereon are grid values in feet and may be converted to surface by multiplying the values by a conversion factor of 1.00015.

Daniel B. Davis, R.P.L.S. No. 6195



**SKETCH TO ACCOMPANY LEGAL
DESCRIPTION OF:
ELECTRICAL EASEMENT
TRACT 1: 3,360 SQUARE FEET**

**LOT 2
BLOCK 1
RESUBDIVISION OF HARDEN SUBDIVISION
VOL. 4, PG. 100 P.R.G.C.T.**



LEGEND

- PROPERTY LINE
- EASEMENT LINE
- - - - - PROPOSED REPLAT
- P.R.G.C.T. PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
- O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- IRON ROD FOUND
- ▲ CONC. MONUMENT FOUND
- IRON ROD SET WITH CAP "UNINTECH"
- ⬡ BOLT FOUND
- ⊙ CALCULATED POINT
- (), [] RECORD INFORMATION

LOT 9

**PROPOSED:
LIVE OAK HILLS SUBDIVISION
LOT 17, BLOCK 19**

LOT 10

**LOT 8
BLOCK 49
LIVE OAK HILLS SUBDIVISION
VOL. 2, PG. 146 P.R.G.C.T.**

LOT 7

*TORRIBIO HERRERA SURVEY 68,
ABSTRACT NUMBER 153*

**RIO LANE
(60' R.O.W.)**



ELECTRICAL EASEMENT

BEING A 3,360 SQUARE-FOOT TRACT SITUATED IN THE TORRIBIO HERRERA SURVEY NO. 68, ABSTRACT NO. 153, SCHERTZ, GUADALUPE COUNTY, TEXAS, AND BEING OUT OF LOT 8, BLOCK 49 AS DEPICTED ON THE PLAT OF LIVE OAK HILLS SUBDIVISION RECORDED IN VOLUME 2, PAGE 146, PLAT RECORDS OF GUADALUPE COUNTY, TEXAS (P.R.G.C.T.).

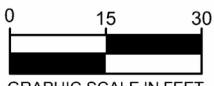
BEARING SOURCE:

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 83, AS OBTAINED BY GPS OBSERVATIONS AND REFERENCED TO THE LEICA SMARTNET. DISTANCES SHOWN HEREON ARE GRID VALUES IN FEET AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING THE VALUES BY A CONVERSION FACTOR OF 1.00015.

P.O.C.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 2, STANDARD LAND SURVEY.

Daniel Davis
Registered Professional Land Surveyor
No. 6195 - State of Texas



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ENGINEERS, INC.**
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SAN ANTONIO, TEXAS 78259 AUSTIN, TEXAS 78752
(210) 641-6003 FAX: (210) 641-8279 (512) 579-0722

Scale 1" = 30'	Drawn by JW	Checked by DD	Field Date 12/12/2024	Project No. 23-226-S	Page No. 2 OF 5
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November 11, 2025

Job No. 24-028-S

Page 1 of 2

TRACT 2

BEING A 3,360 SQUARE-FOOT TRACT SITUATED IN THE TORRIBIO HERRERA SURVEY NO. 68, ABSTRACT NO. 153, SCHERTZ, GUADALUPE COUNTY, TEXAS, AND BEING OUT OF LOT 9, BLOCK 48 AS DEPICTED ON THE PLAT OF LIVE OAK HILLS SUBDIVISION RECORDED IN VOLUME 2, PAGE 146, PLAT RECORDS OF GUADALUPE COUNTY, TEXAS (P.R.G.C.T.). SAID 3,360 SQUARE-FOOT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE at a ½-inch iron rod found for the south corner of Lot 1, said Block 49 and being located in the intersection of the existing northwest right-of-way (ROW) line of Wiederstein Road (called 60 feet wide) with the existing northeast ROW line of Rio Lane (called 60 feet wide);

THENCE North 29° 51' 02" West departing from said Wiederstein Road and with the existing northeast ROW line of said Rio Lane, same being the west line of said Block 49, a distance of 599.45 feet to a ½-inch iron rod with an orange plastic cap stamped "UNINTECH" (hereinafter referred to as "with cap") set for the west corner of Lot 8, Block 49, said Live Oak Hills Subdivision and being located in the ostensible common line of said Live Oak Hills Subdivision and Lot 2, Block 1, Harden Subdivision as depicted on the Resubdivision Plat recorded in Volume 4, Page 100, P.R.G.C.T.;

THENCE South 59° 57' 00" West (South 60° 07' West) departing from said Block 49 and with said ostensible common line, a distance of 60.00 feet to a ½-inch iron rod with cap set for the north corner of the herein described tract and for the **POINT OF BEGINNING**, same being the north corner of said Lot 9 and being located in the existing southwest ROW line of said Rio Lane. For reference, a ½-inch iron rod found bears North 18° 34' 35" East, a distance of 0.46 feet;

THENCE South 29° 51' 02" East departing from said Harden Subdivision and with the northeast line of said Lot 9, same being the existing southwest ROW line of said Rio Lane, a distance of 28.00 feet to a ½-inch iron rod with cap set for the east corner of the herein described tract;

THENCE South 59° 57' 00" West departing from said Rio Lane, a distance of 120.00 (120) feet to a ½-inch iron rod with cap set for the south corner of the herein described tract, and being located in the common line of said Lot 9 and Lot 8, Block 48, said Live Oak Hills Subdivision;

THENCE North 29° 51' 02" West with the common line of said Lots 9 and 8, a distance of 28.00 feet to a ½-inch iron rod with cap set for the west corner of the herein described tract, same being the common north corner of said Lots 9 and 8, and being located in the ostensible common line of said Live Oak Hills Subdivision and said Lot 2, Block 1, Harden Subdivision;



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November 11, 2025

Job No. 24-028-S

Page 2 of 2

THENCE North 59° 57' 00" East (North 60° 07' East) departing from said Lot 8 and with said ostensible common line, a distance of 120.00 (120) feet to the **POINT OF BEGINNING** and containing 3,360 square feet of land.

Notes:

An exhibit of even date was prepared in conjunction with this property description.

All bearings and distances listed in parentheses denote record data recorded on relevant subdivision plat/parent tract deed.

Bearings are based on the Texas State Plane Coordinate System, South Central Zone (4204), North American Datum 83, as obtained by GPS observations and referenced to the Leica SmartNet. Distances shown hereon are grid values in feet and may be converted to surface by multiplying the values by a conversion factor of 1.00015.

Daniel B. Davis, R.P.L.S. No. 6195



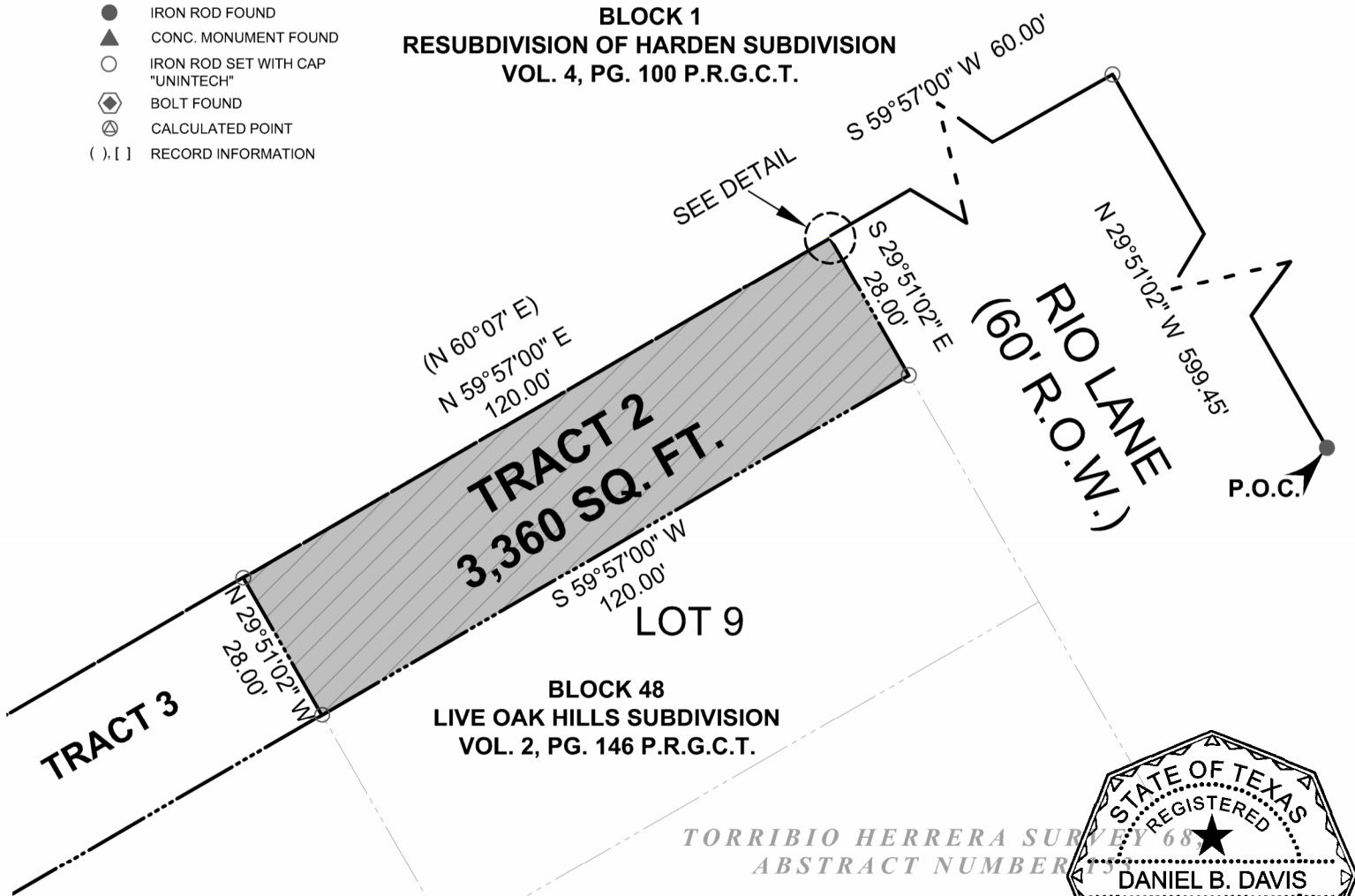
LEGEND

- PROPERTY LINE
- EASEMENT LINE
- P.R.G.C.T. PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
- O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- IRON ROD FOUND
- ▲ CONC. MONUMENT FOUND
- IRON ROD SET WITH CAP "UNINTECH"
- ⊕ BOLT FOUND
- ⊙ CALCULATED POINT
- (), [] RECORD INFORMATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF:

ELECTRICAL EASEMENT
TRACT 2: 3,360 SQUARE FEET

**LOT 2
BLOCK 1
RESUBDIVISION OF HARDEN SUBDIVISION
VOL. 4, PG. 100 P.R.G.C.T.**



**TRACT 2
3,360 SQ. FT.**

**RIO LANE
(60' R.O.W.)**

LOT 9

**BLOCK 48
LIVE OAK HILLS SUBDIVISION
VOL. 2, PG. 146 P.R.G.C.T.**

TORRIBIO HERRERA SURVEY 68
ABSTRACT NUMBER 153



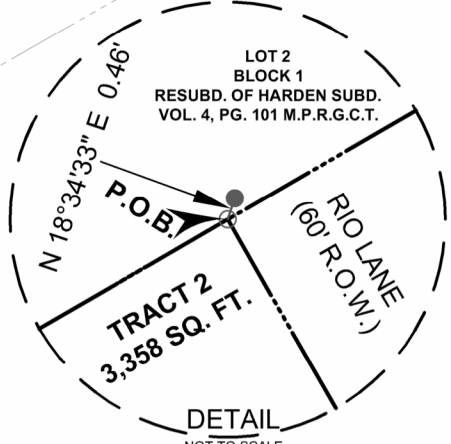
**LOT 10
ELECTRICAL EASEMENT**

BEING A 3,360 SQUARE-FOOT TRACT SITUATED IN THE TORRIBIO HERRERA SURVEY NO. 68, ABSTRACT NO. 153, SCHERTZ, GUADALUPE COUNTY, TEXAS, AND BEING OUT OF LOT 9, BLOCK 48 AS DEPICTED ON THE PLAT OF LIVE OAK HILLS SUBDIVISION RECORDED IN VOLUME 2, PAGE 146, PLAT RECORDS OF GUADALUPE COUNTY, TEXAS (P.R.G.C.T.).

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 2, STANDARD LAND SURVEY.

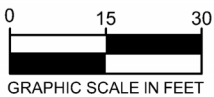
[Handwritten Signature]

Daniel Davis
Registered Professional Land Surveyor
No. 6195 - State of Texas



BEARING SOURCE:

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 83, AS OBTAINED BY GPS OBSERVATIONS AND REFERENCED TO THE LEICA SMARTNET. DISTANCES SHOWN HEREON ARE GRID VALUES IN FEET AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING THE VALUES BY A CONVERSION FACTOR OF 1.00015.



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Scale	Drawn by	Checked by	Field Date	Project No.	Page No.
1" = 30'	JW	DD	12/12/2024	23-226-S	3 OF 5



November 11, 2025

Job No. 24-028-S

Page 1 of 2

TRACT 3

BEING A 3,360 SQUARE-FOOT TRACT SITUATED IN THE TORRIBIO HERRERA SURVEY NO. 68, ABSTRACT NO. 153, SCHERTZ, GUADALUPE COUNTY, TEXAS, AND BEING OUT OF LOT 8, BLOCK 48 AS DEPICTED ON THE PLAT OF LIVE OAK HILLS SUBDIVISION RECORDED IN VOLUME 2, PAGE 146, PLAT RECORDS OF GUADALUPE COUNTY, TEXAS (P.R.G.C.T.). SAID 3,360 SQUARE-FOOT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE at a ½-inch iron rod found for the south corner of Lot 1, said Block 49 and being located in the intersection of the existing northwest right-of-way (ROW) line of Wiederstein Road (called 60 feet wide) with the existing northeast ROW line of Rio Lane (called 60 feet wide);

THENCE North 29° 51' 02" West departing from said Wiederstein Road and with the existing northeast ROW line of said Rio Lane, same being the west line of said Block 49, a distance of 599.45 feet to a ½-inch iron rod with an orange plastic cap stamped "UNINTECH" (hereinafter referred to as "with cap") set for the west corner of Lot 8, Block 49, said Live Oak Hills Subdivision and being located in the ostensible common line of said Live Oak Hills Subdivision and Lot 2, Block 1, Harden Subdivision as depicted on the Resubdivision Plat recorded in Volume 4, Page 100, P.R.G.C.T.;

THENCE South 59° 57' 00" West (South 60° 07' West) departing from said Block 49 and with said ostensible common line, a distance of 180.00 feet to a ½-inch iron rod with cap set for the north corner of the herein described tract and for the **POINT OF BEGINNING**, same being the common north corner of said Lot 8 and Lot 9, Block 48, said Live Oak Hills Subdivision;

THENCE South 29° 51' 02" East departing from said Harden Subdivision and with the common line of said Lots 8 and 9, a distance of 28.00 feet to a ½-inch iron rod with cap set for the east corner of the herein described tract;

THENCE South 59° 57' 00" West departing from said Lot 9, a distance of 120.00 (120) feet to a ½-inch iron rod with cap set for the south corner of the herein described tract and being located in the southwest line of said Lot 8, same being the existing northeast ROW line of Quail Lane (called 60 feet wide);

THENCE North 29° 51' 02" West with the southwest line of said Lot 8, same being the existing northeast ROW line of said Quail Lane, a distance of 28.00 feet to a ½-inch iron rod with cap set for the west corner of the herein described tract, same being the west corner of said Lot 8, and being located in the ostensible common line of said Live Oak Hills Subdivision and said Lot 2, Block 1, Harden Subdivision. For reference, a ½-inch iron rod found with a broken plastic cap stamped "RPLS 5787" bears South 76° 09' 24" West, a distance of 3.27 feet;



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November 11, 2025

Job No. 24-028-S

Page 2 of 2

THENCE North 59° 57' 00" East (North 60° 07' East) departing from said Quail Lane and with said ostensible common line, a distance of 120.00 (120) feet to the **POINT OF BEGINNING** and containing 3,360 square feet of land.

Notes:

An exhibit of even date was prepared in conjunction with this property description.

All bearings and distances listed in parentheses denote record data recorded on relevant subdivision plat/parent tract deed.

Bearings are based on the Texas State Plane Coordinate System, South Central Zone (4204), North American Datum 83, as obtained by GPS observations and referenced to the Leica SmartNet. Distances shown hereon are grid values in feet and may be converted to surface by multiplying the values by a conversion factor of 1.00015.

Daniel B. Davis, R.P.L.S. No. 6195



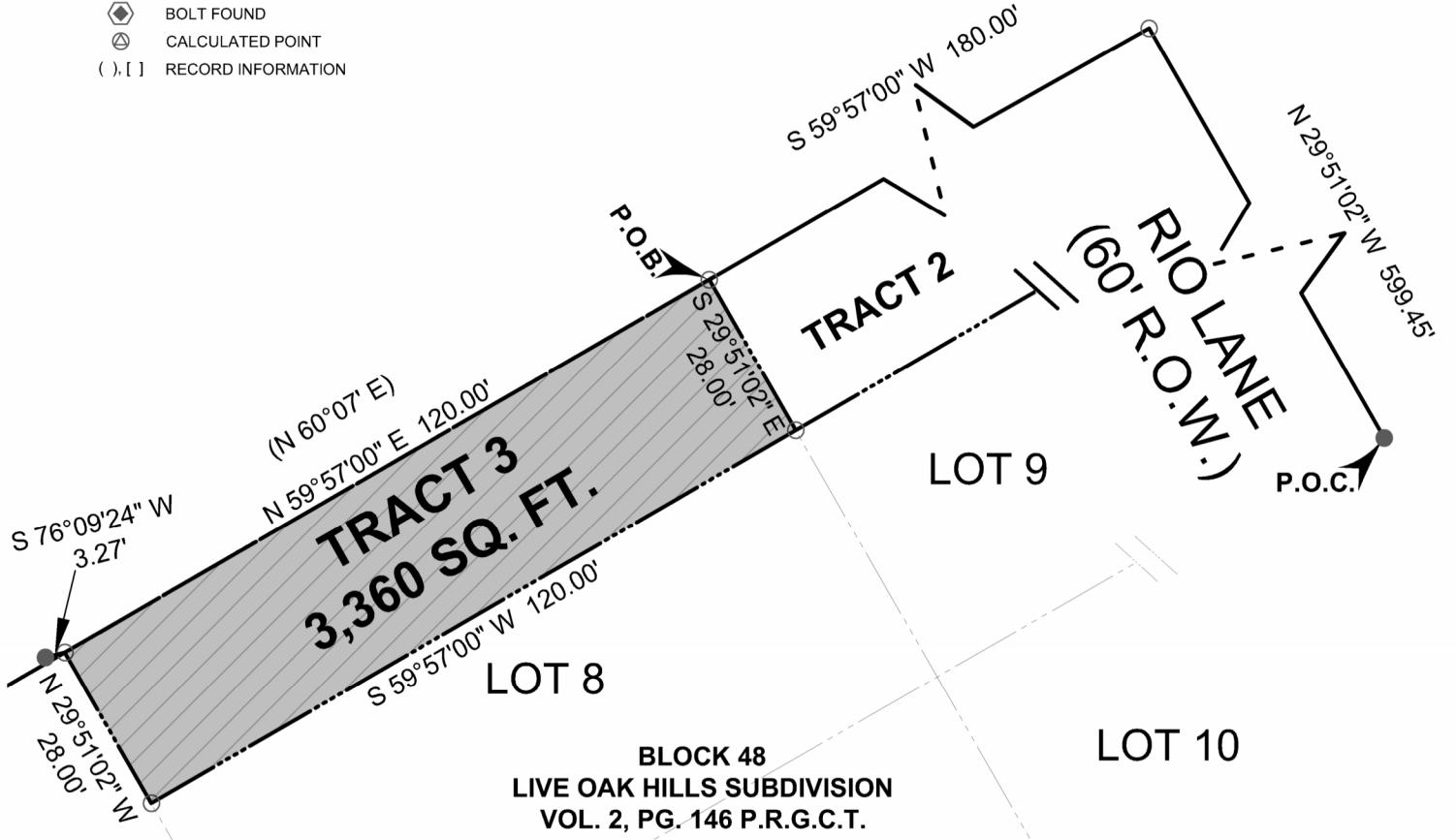
LEGEND

- PROPERTY LINE
- EASEMENT LINE
- P.R.G.C.T. PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
- O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- IRON ROD FOUND
- ▲ CONC. MONUMENT FOUND
- IRON ROD SET WITH CAP "UNINTECH"
- ⬠ BOLT FOUND
- ⊙ CALCULATED POINT
- (), [] RECORD INFORMATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF:

ELECTRICAL EASEMENT
TRACT 3: 3,360 SQUARE FEET

LOT 2
BLOCK 1
RESUBDIVISION OF HARDEN SUBDIVISION
VOL. 4, PG. 100 P.R.G.C.T.



TORRIBIO HERRERA SURVEY
ABSTRACT NUMBER 153



THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 2, STANDARD LAND SURVEY.

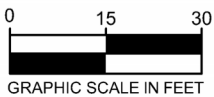
Daniel Davis
Registered Professional Land Surveyor
No. 6195 - State of Texas

ELECTRICAL EASEMENT

BEING A 3,360 SQUARE-FOOT TRACT SITUATED IN THE TORRIBIO HERRERA SURVEY NO. 68, ABSTRACT NO. 153, SCHERTZ, GUADALUPE COUNTY, TEXAS, AND BEING OUT OF LOT 8, BLOCK 48 AS DEPICTED ON THE PLAT OF LIVE OAK HILLS SUBDIVISION RECORDED IN VOLUME 2, PAGE 146, PLAT RECORDS OF GUADALUPE COUNTY, TEXAS (P.R.G.C.T.).

BEARING SOURCE:

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 83, AS OBTAINED BY GPS OBSERVATIONS AND REFERENCED TO THE LEICA SMARTNET. DISTANCES SHOWN HEREON ARE GRID VALUES IN FEET AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING THE VALUES BY A CONVERSION FACTOR OF 1.00015.



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505 E. HUNTLAND DR, SUITE 335 AUSTIN, TEXAS 78752 (512) 579-0722

Scale 1" = 30'	Drawn by JW	Checked by DD	Field Date 12/12/2024	Project No. 23-226-S	Page No. 4 OF 5
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UNINTECH CONSULTING ENGINEERS, INC.

STRUCTURAL • CIVIL • SURVEYING

November 11, 2025

Job No. 24-028-S

Page 1 of 2

TRACT 4

BEING A 1,149 SQUARE-FOOT TRACT SITUATED IN THE TORRIBIO HERRERA SURVEY NO. 68, ABSTRACT NO. 153, SCHERTZ, GUADALUPE COUNTY, TEXAS, AND BEING OUT OF LOT 9, BLOCK 45 AS DEPICTED ON THE PLAT OF LIVE OAK HILLS SUBDIVISION RECORDED IN VOLUME 2, PAGE 146, PLAT RECORDS OF GUADALUPE COUNTY, TEXAS (P.R.G.C.T.). SAID 1,149 SQUARE-FOOT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE at a ½-inch iron rod found for the south corner of Lot 1, said Block 49 and being located in the intersection of the existing northwest right-of-way (ROW) line of Wiederstein Road (called 60 feet wide) with the existing northeast ROW line of Rio Lane (called 60 feet wide);

THENCE North 29° 51' 02" West departing from said Wiederstein Road and with the existing northeast ROW line of said Rio Lane, same being the west line of said Block 49, a distance of 599.45 feet to a ½-inch iron rod with an orange plastic cap stamped "UNINTECH" (hereinafter referred to as "with cap") set for the west corner of Lot 8, Block 49, said Live Oak Hills Subdivision and being located in the ostensible common line of said Live Oak Hills Subdivision and Lot 2, Block 1, Harden Subdivision as depicted on the Resubdivision Plat recorded in Volume 4, Page 100, P.R.G.C.T.;

THENCE South 59° 57' 00" West (South 60° 07" West) departing from said Block 49 and with said ostensible common line, a distance of 360.00 feet to a ½-inch iron rod with cap set for the north corner of the herein described tract and for the **POINT OF BEGINNING**, same being the north corner of said Lot 9 and being located in the existing southwest ROW line of Quail Lane (called 60 feet wide);

THENCE South 29° 52' 28" East departing from said Harden Subdivision and with the northeast line of said Lot 9, same being the existing southwest ROW line of said Quail Lane, a distance of 28.00 feet to a ½-inch iron rod with cap set for the east corner of the herein described tract;

THENCE South 59° 57' 00" West departing from said Quail Lane, a distance of 41.00 feet to a ½-inch iron rod with cap set for the south corner of the herein described tract;

THENCE North 30° 03' 28" West, a distance of 28.00 feet to a ½-inch iron rod with cap set for the west corner of the herein described tract, and being located in the ostensible common line of said Live Oak Hills Subdivision and Lot 3, Block 1, SPV. L.L.C. Subdivision as depicted on a replat exhibit recorded in Volume 4327, Page 224, Official Public Records of Guadalupe County, Texas (O.P.R.C.T.);

THENCE North 59° 57' 00" East (North 60° 07' East) with said ostensible common line, at a distance of 26.95 feet pass a bolt found, continuing for a total distance of 41.09 feet to the **POINT OF BEGINNING** and containing 1,149 square feet of land.

****NOTES PERTAINING TO THE ABOVE DESCRIPTION ARE INCORPORATED BY REFERENCE AND APPEAR ON PAGE 2****



UNINTECH CONSULTING ENGINEERS, INC.

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November 11, 2025

Job No. 24-028-S

Page 2 of 2

Notes:

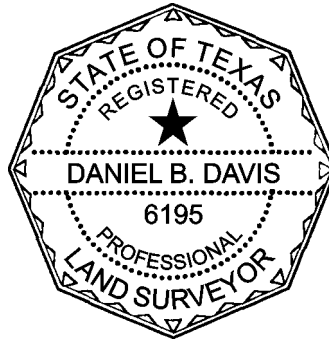
An exhibit of even date was prepared in conjunction with this property description.

All bearings and distances listed in parentheses denote record data recorded on relevant subdivision plat/parent tract deed.

Bearings are based on the Texas State Plane Coordinate System, South Central Zone (4204), North American Datum 83, as obtained by GPS observations and referenced to the Leica SmartNet. Distances shown hereon are grid values in feet and may be converted to surface by multiplying the values by a conversion factor of 1.00015.

A handwritten signature in blue ink, appearing to read "Daniel B. Davis", written over a horizontal line.

Daniel B. Davis, R.P.L.S. No. 6195



LEGEND

- PROPERTY LINE
- EASEMENT LINE
- P.R.G.C.T. PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
- O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- IRON ROD FOUND
- ▲ CONC. MONUMENT FOUND
- IRON ROD SET WITH CAP "UNINTECH"
- ⬠ BOLT FOUND
- ⊙ CALCULATED POINT
- (), [] RECORD INFORMATION

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION OF:
ELECTRICAL EASEMENT
TRACT 4: 1,149 SQUARE FEET**

**LOT 2
BLOCK 1
RESUBDIVISION OF HARDEN SUBDIVISION
VOL. 4, PG. 100 P.R.G.C.T.**

**LOT 3
BLOCK 1
REPLAT OF SPV, L.L.C. SUBDIVISION
VOL. 4327, PG. 244 O.P.R.G.C.T.**

**TRACT 4
1,149 SQ. FT.**

LOT 9

**BLOCK 45
LIVE OAK HILLS SUBDIVISION
VOL. 2, PG. 146 P.R.G.C.T.**

*TORRIBIO HERRERA SURVEY 68,
ABSTRACT NUMBER 153*

LOT 8

LOT 10

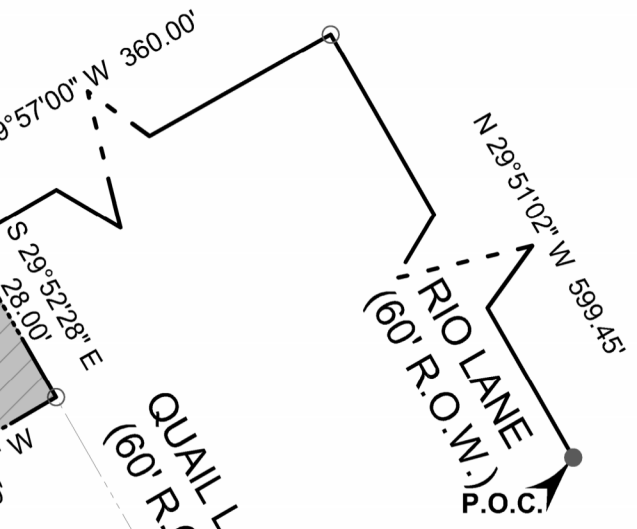
LOT 7

ELECTRICAL EASEMENT

BEING A 1,149 SQUARE-FOOT TRACT SITUATED IN THE TORRIBIO HERRERA SURVEY NO. 68, ABSTRACT NO. 153, SCHERTZ, GUADALUPE COUNTY, TEXAS, AND BEING OUT OF LOT 9, BLOCK 45 AS DEPICTED ON THE PLAT OF LIVE OAK HILLS SUBDIVISION RECORDED IN VOLUME 2, PAGE 146, PLAT RECORDS OF GUADALUPE COUNTY, TEXAS (P.R.G.C.T.).

BEARING SOURCE:

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 83, AS OBTAINED BY GPS OBSERVATIONS AND REFERENCED TO THE LEICA SMARTNET. DISTANCES SHOWN HEREON ARE GRID VALUES IN FEET AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING THE VALUES BY A CONVERSION FACTOR OF 1.00015.



THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE [2, STANDARD LAND

Registered Professional Land Surveyor
No. 6195 - State of Texas

		UNINTECH CONSULTING ENGINEERS, INC. WWW.UNINTECH.COM			
2431 E. EVANS RD. SAN ANTONIO, TEXAS 78259 (210) 641-6003 FAX: (210) 641-8279		505 E. HUNTLAND DR, SUITE 335 AUSTIN, TEXAS 78752 (512) 579-0722			
Scale	Drawn by	Checked by	Field Date	Project No.	Page No.
1" = 30'	JW	DD	12/12/2024	23-226-S	5 OF 5

CITY COUNCIL MEMORANDUM

City Council Meeting: January 06, 2026
Department: Facility & Fleet
Subject: Resolution 26-R-005 - Authorizing expenditures with Don Hewlett Chevrolet and Sames Bastro Ford for the purchase of various vehicles/equipment as part of the FY 2025-26 Vehicle/Equipment Replacement/Acquisition program (B.James/D. Hardin/M.Chappell)

BACKGROUND

Each fiscal year, the Fleet Department submits requests for the purchase of vehicles and equipment to replace aging assets and/or expand the existing fleet to ensure the City maintains reliable and efficient operations. Exhibit A outlines the proposed vehicle, and equipment purchases from vendors exceeding \$100,000.

The Fleet Department issued a Request for Proposals (RFP) for the replacement and acquisition of new vehicles and equipment, with an emphasis on selecting the lowest responsive bids and ensuring delivery by the end of FY 2025–26. Don Hewlett Chevrolet and Sames Bastrop Ford submitted the lowest bids and met the delivery requirements for the replacement of Unit 409 (Police) and Unit S616 (Streets), as well as for the acquisition of new vehicles, including a Chevy 2500 (Drainage), Chevy 3500 (Water/Wastewater), and Ford F-350 Super Duty (Water/Wastewater).

The bid for the Water/Wastewater aerial bucket truck will be rejected, as it exceeded the approved budget. The Fleet Department will obtain three quotes for this purchase.

No bids were received for the replacement or acquisition of the following equipment: Unit S52 (Streets striping machine), heavy-duty dovetail trailer (Water/Wastewater), mini excavator hydraulic hammer (Water/Wastewater), zero-turn mower (Water/Wastewater), haul trailer (Drainage), dump trailer (Drainage), and Gator UTV (Drainage). The Fleet Department will obtain three quotes for each of these items.

GOAL

Authorize the City Manager to execute purchase orders for vehicles from Don Hewlett Chevrolet and Sames Bastrop Ford, including replacements for Units 409 (Police) and S616 (Streets), as well as new acquisitions of a Chevy 2500 (Drainage), Chevy 3500 (Water/Wastewater), and Ford F-350 Super Duty (Water/Wastewater), as part of the FY 2025–26 vehicle and equipment replacement and acquisition program.

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Approval of this resolution will allow the purchase of vehicles/equipment listed on the vehicle replacement/acquisition list for FY 2025-26.

FISCAL IMPACT

The purchase of the vehicles and equipment will be funded through the city's general fund, water and sewer fund, and police fund. The fiscal impact of the purchases will be approximately \$318,000. These funds were approved in the FY 2025-26 budget.

RECOMMENDATION

Staff recommends approval of Resolution 26-R-005.

Attachments

Resolution 26-R-005 with attachments

RESOLUTION 26-R-005

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES WITH DON HEWLETT CHEVROLET AND SAMES BASTROP FORD FOR THE PURCHASE OF VEHICLES/EQUIPMENT AS PART OF THE FY 2025-2026 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 Schertz Fleet Department solicited bids from qualified dealerships for vehicle purchasing; and

WHEREAS, after extensive analysis of the bids provided by each of the six dealerships, City staff has selected to purchase vehicles/equipment from Don Hewlett Chevrolet and Sames Bastrop Ford; and

WHEREAS, the City of Schertz will fund the purchase of vehicle/equipment through the City's general fund, water and sewer fund, and police fund that were approved in the FY2025-26 budget.

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

Section 1. The City Council hereby authorizes purchases of expenditures up to \$132,000 with Don Hewlett Chevrolet and \$186,000 with Sames Bastrop Ford during FY 2025-26 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 _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

Exhibit A

EXHIBIT A 26-R-005					
Don Hewlett Chevrolet					
Year	Description	Vehicle Cost	Outfitting Cost	Department	Estimated Delivery Date
2026	Chevrolet 2500 Crew Cab	\$49,276.10	\$9,213.33	Water/Wastewater*new*	60 days
2026	Chevrolet 3500	\$64,122.46	\$9,126.70	Drainage *new*	60 days
Total Expenditures		\$131,738.59			
SAMES Bastrop Ford					
Year	Description	Vehicle Cost	Outfitting Cost	Department	Estimated Delivery Date
2026	Ford Super Duty F350	\$61,556.00	\$17,975.00	Water/Wastewater *new*	120-150 days
2026	Ford Explore PIU	\$46,355.00	\$0.00	Police - 409	90 days
2026	Ford F350 Super Duty	\$47,354.00	\$12,264.00	Streets - S616	90-120 days
Total Expenditures		\$185,504.00			
	FY 25-26 Total Expenditures:	\$317,242.59			

CITY COUNCIL MEMORANDUM

City Council Meeting: January 06, 2026
Department: Parks, Recreation & Community Service
Subject: Resolution 26-R-002 - Authorizing an agreement with Halff Associates, Inc. for professional services for the West Dietz Creek Trail project (S.Gonzalez/ L.Shrum)

BACKGROUND

The West Dietz Creek Trail is proposed to be a 10-foot wide concrete multi-use path along West Dietz Creek beginning at its crossing with Wiederstein Road, crossing Savannah Dr, crossing Maske Road, and ending at Schertz Parkway. Pedestrian crossing improvements are included for each road crossing as well as rest stations along the trail with benches, trash cans, and water fountains at key intersections. The project is a key component of the 2025 Parks, Recreation, Open Space, and Trails (PROST) Master Plan that City Council adopted in December 2024.

GOAL

The goal is to engage in a professional services task order with Halff Associates, Inc. to provide design, engineering, and construction management services for the West Dietz Creek Trail project. Halff Associates is one of the City's on-call engineering firms.

COMMUNITY BENEFIT

The community has noted trails as a high-priority need in the 2025 Parks, Recreation, Open Space, and Trails (PROST) Master Plan as well as in Resident Satisfaction Surveys in 2016, 2019, 2021, and 2023, and thus the addition of approximately 1.76 miles of new trail will further enhance the quality of life in the community.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution 26-R-002.

FISCAL IMPACT

The total cost of the project, including design and construction, is estimated to be \$1,354,889.56. This resolution authorizes the professional services portion of this project in the amount of \$331,319.

The project is funded with \$1 million in federal dollars from the Transportation Alternatives (TA) Program which is administered through the Alamo Area Metropolitan Planning Organization (AAMPO) and TxDOT. Because the program calls for an 80/20 split, the 20% city match of \$250,000 is funded through designated funds for Trail Development. City staff determined that construction management services were needed for this project to meet federal standards, thus the project costs increased by \$81,319.00. City staff transferred funds from the Great Northern Trail Project which does not currently have a section readily available to construct, in order to move this project forward since the city already owns the majority of the ROW for this project. There is an additional \$23,570.56 in contingency funds available for the project along with the annual parks and trail

development funds approved in the budget to cover the City portion.

\$1,000,000 AAMPO

\$354,889.56 City Match

RECOMMENDATION

Approve resolution 26-R-002.

Attachments

Resolution 26-R-002 with attachment

RESOLUTION 26-R-002

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT WITH HALFF ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR THE WEST DIETZ CREEK TRAIL PROJECT.

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires professional services relating to design, engineering and construction management services for the West Dietz Creek Trail project; and

WHEREAS, City staff has determined that Halff Associates, Inc. is uniquely qualified to provide such services for the City; and

WHEREAS, Halff Associates, Inc. is an approved On-Call Engineering Firm for the City of Schertz; and

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

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Halff Associates, Inc. pursuant to the On-Call Task Order Agreement attached hereto as Exhibit A (the “Agreement”) in an amount not to exceed \$331,319.

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 Task Order Agreement with Halff Associates, Inc. in accordance with their approved Master Agreement in substantially the form set forth on Exhibit A for a not-to-exceed amount of \$331,319.

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 _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

EXHIBIT A

TASK ORDER NO. 3 SERVICES AGREEMENT



December 19, 2025
57460.004

Lauren Shrum
Director
Parks, Recreation and Community Services
City of San Schertz
10 Commercial Place
Schertz, Texas 78154

RE: West Dietz Trail

Dear Ms. Shrum:

We are excited to submit this proposal to provide professional services for the West Dietz Trail. We value our relationship with the City of Schertz and appreciate the opportunity to work with you on this project.

Please let us know if you need any additional information. We look forward to working with you on this project!

Sincerely,
HALFF ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Marc R. Zak".

Marc R. Zak, PLA, LI, RAS
Planning and Landscape Architecture Team Leader

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders); (2) the Exhibits to Main Agreement; (3) the Task Order Form (see below); and (4) the Exhibits to Task Order. The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES—
TASK ORDER EDITION**

PART 3 OF 4: TASK ORDER FORM

Prepared by



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TASK ORDER NO. 3

This is Task Order No. [3],
consisting of 6 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated [January _____ 2026], Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	January _____, 2026
b.	Owner:	City of Schertz
c.	Engineer:	Halff Associates, Inc.
d.	Specific Project (title)	West Dietz Creek Trail
e.	Specific Project (description):	The West Dietz Creek Trail will be an approximately 1.76 mile long, 10-foot wide concrete trail along West Dietz Creek beginning just south of Wiederstein Road crossing Savannah Drive and Maske Road, and ending at Schertz Parkway where it will connect with the Campus Exercise Trail behind the Hal Baldwin Municipal Complex. The trail will include pedestrian crossing signals at each road crossing.
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	N/A

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title:	West Dietz Creek Trail
Type and Size of Facility:	Concrete Trail, 10-ft wide
Description of Improvements:	Construction of a 10 ft-wide concrete trail w/ Trail nodes and Drinking Fountains
Expected Construction Start:	January 2027
Prior Studies, Reports, Plans:	N/A
Facility Location(s):	Along West Dietz Creek beginning just south of Wiederstein Road crossing Savannah Drive and Maske Road, and ending at Schertz Parkway where it will connect with the Campus Exercise Trail behind the Hal Baldwin Municipal Complex.
Current Specific Project Budget:	N/A
Funding Sources:	City of Schertz Parks and Recreation Department and Alamo Ranch Metropolitan Planning Organization (AAMPO).
Known Design Standards:	City of Schertz, City of San Antonio, and TxDOT Design Standards
Known Specific Project Limitations:	N/A
Specific Project Assumptions:	N/A
Other Pertinent Information:	N/A

3. SERVICES OF ENGINEER (“SCOPE”)

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
- Exhibit A to Task Order, “Engineer's Services for Task Order,” as attached to this specific Task Order.
- B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

Task Order.

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- C. Resident Project Representative (RPR) Services: **(Does not apply)**
 - 1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with the schedule below. Preliminary Schedule is below:

Deliverables	Duration
30% Schematic Design	10 Weeks
90%/100% Construction Documents	14 Weeks
Bid Phase	8 Weeks
Construction Observations	30 Weeks
Project Close-Out and Record Documents	4 Weeks

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order:
 - 1. The Owner shall provide As-built drawings for public utilities within the ROW, adjacent development plats, and future project utility layouts.

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **Not Applicable**

7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
Basic Engineering Services	\$126,640.00	Lump Sum
1. 30% Schematic Design	\$45,840.00	Lump Sum
2. 90%/100% Construction Documents	\$80,800.00	Lump Sum
Bid Phase Services	\$10,400.00	Lump Sum
Construction Phase Services	\$66,120.00	Lump Sum
Project Close-Out and Record Documents	\$10,520.00	Lump Sum
TOTAL COMPENSATION (Basic Engineering Services, Bid Phase Services, Construction Phase Services and Project Close-Out and Record Documents)	\$213,680.00	Lump Sum
Supplemental Services	\$117,639.00	Lump Sum
1. Topographic Survey	\$63,440.00	Lump Sum
2. NEPA/TxDOT Environmental Clearance	\$29,679.00	Lump Sum
3. Karst Invertebrate Species Habitat Assessment	\$4,740.00	Lump Sum
4. TAS Registration, Plan Review and Site Inspection Fees	\$5,620.00	Lump Sum
5. Storm Water Management Plan	\$14,160.00	Lump Sum
6. Reimbursable Expenses	TBD	
TOTAL COMPENSATION (Supplemental Services)	\$117,639.00	Lump Sum
GRAND TOTAL	\$331,319.00	Lump Sum

C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by

Task Order.

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phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

- A. Adams Environmental, Inc (Environmental Services)

9. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A Task Order—Engineer's Services Under Task Order
- B. Exhibit B to Task Order—Task Order Deliverables Schedule (**Schedule provided in Section 4 of this Task Order**)
- C. Exhibit C to Task Order – Basis of Compensation
- D. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order (**Does not apply**)
- E. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form) (**Does not apply**)
- F. Other:

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:
By: _____

Print Name: _____

Title: _____

ENGINEER:
By: Lamberto J. Balli

Print Name: Lamberto J. Balli, PE

Title: Vice President/ Director of Public Works

Engineer's License or Firm's F-312

State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

Date: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Marc Zak, PLA, LI, RAS

Title: Team Leader, Planning/Landscape Architecture

Address: 100 NE Loop 410, Suite 701, San Antonio, Texas 78216

E-Mail Address: mzak@half.com

Phone: 830-455-6209

Date: December 12, 2025

Exhibit 'A'
Scope of Work

WEST DIETZ CREEK TRAIL
Schertz, Texas

PURPOSE

The purpose of the services proposed herein is for Halff Associates, Inc. (Halff) to provide professional services for design of West Dietz Creek Trail. The trail is located along West Dietz Creek beginning just south of Wiederstein Road and ending at Schertz Parkway, approximately 1.76 miles, in Schertz, Texas. Halff will work with and for the City of Schertz Parks and Recreation Department, identified as the Owner in this scope of work.

PROJECT ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions for the park and trail improvements as a basis for its preparation:

1. Consultant will provide design services for general park and trail improvements within available funding that includes the following items:
 - a. Trail Segment; approximate 1.76-mile trail.
 - i. ADA/TDLR compliant.
 - ii. Trail; 10-foot-wide concrete trail, approximately 1.76-mile long.
 - iii. Savannah Drive Crossing; provide at street grade trail crossing to include warning signs, flashing lights/signage and crosswalk striping.
 - iv. Maske Road Crossing; provide at street grade trail crossing to include warning signs, flashing lights/signage and crosswalk striping. For the schematic design submittal, a below street grade trail crossing, through an existing box culvert, will be shown as an alternative street crossing. Only one of the two crossings, to be selected by the Owner, will move forward in design.
 - v. Drainage; drainage culverts along the trail alignment, as necessary and within the construction budget, to address off-site drainage that will cross the trail.
 - vi. Drinking Fountain; locate and incorporate up to two (2) drinking fountains within the trail route to include the water service design per City of Schertz development requirements.
 - vii. Signage; wayfinding and quarter-mile markers.
 - viii. Trail Nodes; trail nodes and off-trail rest areas at approximately 0.25-mile intervals.
 - ix. Construction Budget is \$1,100,000.00
2. The project area is established by the trail corridor, which is defined as a 60' wide swath the length of the total trail. The total project area is approximately 12.8 acres.
3. The Owner will provide any available data and supporting information that they have in their possession relevant to the work and necessary for use by Halff to develop the construction documents, including design standards, as-builts, proposed plans, water services and static pressures.
4. Public engagement is included in this scope of work. One (1) public meeting, scheduled as a 1-hour long meeting, with a summary report provided by Halff, is included in this scope of

work. The public meetings may either be a stand-alone meeting or in association with an HOA meeting. Halff will assist in the development of the presentation, provide trail plan and supporting graphics and assist in the presentation.

5. Building Permit submittal is included in this scope. All permitting fees to be paid by the Owner.
6. A Storm Water Management Plan will be required and is included in this scope of work.
7. Design and plans will be produced to meet the Local Government Project Development & Delivery Checklist, as appropriate for this type of project and as set by TxDOT.
8. Archeological and Environmental services are included in this scope and will meet the NEPA requirements as set by TxDOT.
9. Monthly meetings will be conducted throughout the design phases, Schematic Design through Bidding Assistance, approximately 11 meetings.
10. All meetings described in the scope of services will be one (1) hour in-person meetings during the work week with meeting minutes provided by Halff, unless otherwise noted.

SCOPE OF DESIGN SERVICES

A. Schematic Design

30% level design to include the following:

1. Attend a project meeting with the Owner to identify the general program and parameters for the design efforts and to establish a schedule of milestones for the project.
2. Coordinate with the Owner, utility companies and other stakeholder groups as needed for the design improvements.
3. Collect existing pertinent and applicable data, including LIDAR topography, aerial photography, previous plans, as-builts and utility information to develop the preliminary base map.
4. Develop schematic design plans to indicate the design concept and establish the trail route with enough detail to clarify the design.
5. Submit schematic design package. Submittal will be a pdf copy of the package of documents delivered via email to the project manager and three (3) 11"x17" hard copy sets.
6. Attend site meeting with the Owner to review the trail route. Halff will stake the trail alignment prior to this meeting. Four hours will be allowed for this meeting. Halff will provide meeting minutes.
7. Attend a design review meeting with the Owner and Parks Staff. Design review comments that define the scope of the project will be addressed to prepare for the public meeting. All other comments will be addressed in the next phase, Design Development.
8. Submit plans and specifications to TxDOT (30% and 60%).
9. Attend a design review meeting with TxDOT.
10. Develop opinion of probable construction cost (OPCC) within budget.
11. Coordinate with the Owner and maintain a comment and resolution log.
12. Assist in the facilitation of the Public Meeting to present schematic design. The meeting is to include the public and Owner/Parks Staff. Halff will prepare one (1) plan renderings of the entire trail route for the public meeting and provide a summary

of the meeting. The Owner is responsible for the public outreach and paying facility rental fees.

Deliverables: Digital Files (PDF) and Hard Copy Sets (3) of Schematic Design Submittal, OPCC, Public Meeting Notes and Comment Log

Meetings: Three (Kick-Off, Design Review and Public Meeting), 1-hour each

Duration: 10 Weeks

B. Construction Documents

90% level design and final construction documents to include the following:

1. Coordinate design for development of the construction documents (plans and specifications).
2. Submit 90% level design, construction documents package. Submittal will be a pdf copy of the package of documents delivered via email to the project manager and three (3) 11"x17" hard copy sets.
3. Develop and include the Environment Permits, Issues and Commitments (EPIC) and Storm Water Pollution Prevention Plan (SWPPP) sheets.
4. Update OPCC within budget.
5. Attend a design review meeting with the Owner and Parks Staff. Comments will be addressed and resubmitted as final construction documents.
6. Submit plans and specifications to TxDOT (90% and final PS&E).
7. Finalize and submit final construction documents, to include plans and specifications, for bidding purposes.
8. Submit plans to the Texas Department of Licensing and Regulation (TDLR) for Architectural Barriers Project Registration and plan review. TDLR fees will be paid by Halff.
9. Submit plans to the City of Schertz DSD for building permit and floodplain development permit. Halff will address review comments from DSD, correct plans and resubmit to DSD in a timely manner before bid advertisement. Permit fees to be paid by the Owner.
10. Submit construction documents to TxDOT.
11. Maintain the design review comment log.

Deliverables: Digital Files (PDF) and Hard Copy Sets (3) of 90% Construction Documents, OPCC, Construction Documents, Comment Log, Trail CAD and GIS Files and Sign Graphic Digital Files

Meetings: One (Design Review Meeting), 1-hour each

Duration: 14 Weeks

A. Bidding Assistance

Assist the Owner with bidding of the construction documents to include the following:

1. Assist with the bidding schedule to establish Pre-Bid Meeting and Bid Opening with Parks Staff.
2. Verify permits are clear and ready.
3. Provide construction documents to Parks Staff for online bid solicitation.
4. Provide project narrative for bid solicitation.
5. Attend the Pre-Bid Meeting.

6. Prepare and provide Parks Staff addenda, as necessary, to address questions from potential bidders throughout the bid period and clarifications to the construction documents.
7. Review contractor bid proposals.
8. Prepare and provide Parks Staff a detailed bid tabulation and letter of recommendation for contractor selection.

Deliverables: Digital PDF of Bid Tabulation and Letter of Recommendation

Meetings: Two (Pre-Bid Meeting and Bid Opening), 1-hour each

Duration: 8 Weeks

B. Construction Observation

Construction observation to include the following:

1. Review Contractor monthly pay estimates for correct completion of work and sign for approval. Provide documentation of filed measurements and installed work items for TxDOT coordination.
2. Review/negotiate change orders.
3. Review shop drawings and request for information (RFI's) and provide responses in a timely manner.
4. Attend biweekly construction meetings and provide meeting minutes.
5. Construction site visits for general construction observation up to one (1) visit per week on average throughout the construction period. Halfff will provide the Owner and Contractor a written summary of each visit. These site visits are in addition to the biweekly construction meetings.
6. Develop and maintain Daily Project Diary of work performed and project activities. Daily Project Diary will be developed from daily site visits that will include daily site visits, notes, photos and documentation. Each daily site visit with documentation will be 2 hours per day.
7. Coordinate TDLR inspection.
8. Attend substantial completion inspection and prepare the Substantial Completion Inspection letter with punch list.
9. Attend final completion inspection and punch list and prepare Final Completion letter.
10. This fee is for the duration of the Contractor's contractual construction days, up to 180 calendar days. A calendar day is defined as Monday through Saturday (Sunday is not a calendar day). Construction observation services beyond this time will require additional services to be negotiated.

Deliverables: Digital PDF of Construction Meeting Minutes, Construction Site Visit Reports, Daily Project Diary, TDLR Inspection Report, Substantial and Final Completion Letters

Meetings: Fifteen (13 Biweekly Meetings, Substantial and Final Completion Meetings)

Duration: 30 Weeks

C. Project Close-Out and Record Documents

Project close-out and record documents to include the following:

1. Assist with the assembly and coordination of warranty and product manuals from the Contractor.

2. Prepare and submit as-built drawings to PW Staff. As-built drawings will be developed from contractor's field notes and changes made during construction. A pdf copy and a CAD file will be provided.
3. Attend final warranty inspection and provide PW Staff notes.

Deliverables: Digital PDF of As-Built Drawings and Warranty Inspection Report and CAD File of the As-Built

Meetings: One (Warranty Inspection), 1-hour each

Duration: 4 Weeks

SCOPE OF SUPPLEMENTAL SERVICES

A. Topographic Survey

Perform topographic survey of the project area in accordance with the requirements of a Category 6 – Topographic Survey, as stipulated in the Manual of Practice promulgated by the Texas Society of Professional Surveys (TSPS). This includes establishing the elevations of the project site, locating visible improvements within the project area, the location of visible utilities within the project area, locating trees (6" and greater) within the project area and the establishing of temporary benchmarks at the project area.

B. Environmental Services, TxDOT Environmental Coordination and Cultural Resources Services

Provide services for the City of Schertz West Dietz Creek Trail project by coordinating Texas Department of Transportation (TxDOT) Environmental Clearance and conducting other required environmental and cultural resources services for compliance with applicable laws and regulations.

The project is Federally funded through the Transportation Improvement Program (TIP) FY 25-28 (AAMPO). These TIP projects are an 80/20 match program with the local government providing 20% of the \$1,250,00 project cost. The project includes construction a 1.76-mile long, 10-foot wide concrete trail along West Dietz Creek beginning just south of Wiederstein Road and Crossing Savannah Drive, Maske Road and ending at Schertz parkway where it will connect with Campus Exercise Trail behind the Hal Baldwin Municipal Complex.

As the project will occur on City owned land, compliance with the Antiquities Code of Texas will be required. In addition, the partial federal funding source for the project will require compliance with Section 106 of the National Historic Preservation Act. The scope below will ensure that environmental clearance is coordinated through TxDOT for compliance with the National Environmental Policy Act (NEPA) along with the Endangered Species Act and Clean Water Act.

Please note that his cost proposal assumes that the project will be categorically excluded. If TxDOT determines that an environmental assessment (EA) is required, an additional scope and fee will be prepared detailing the additional documents needed.

Task 1: Work Plan Development (WPD) I – Project Definition

Half will review project details and gather information for input into WPD I within TxDOT's Environmental Compliance Oversight System (ECOS). Details will include:

- Project Definition
- Project Association(s)
- Project Funding and Location
- Letting Dates
- Project Description

Task 2: WPD II – Work Plan Development

Information gathered in Task 1, above, will be used to complete WPD II in ECOS. During this phase, it will be determined what technical reports will need to be completed in Task 3 of this proposal. Half will travel to the site during this task to conduct a field assessment. Documents created during this task include:

- Project Location Map
- Plan Views (existing and proposed)
- Environmental Constraints Map
- Photo Log

Task 3: Technical Document Preparation

Half will complete technical reports based on the outcome of the input of information into WPD II. Anticipated items prepared during this task include:

- Species Analysis Spreadsheet
- Species Analysis Form
- Species Analysis Discrepancies
- Tier I Assessment
- Texas Parks and Wildlife Department (TPWD) State Listed Threatened and Endangered (T&E) Species List
- United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) List (Federally Listed T&E Species)
- Hazardous Materials Initial Site Assessment (ISA) Report
- Surface Waters Analysis
- Biological Report Attachments:
 - o Aerial Location Map
 - o Ecological Mapping Systems of Texas (EMST) exhibit
 - o EMST Summary
 - o Field-Verified EMST Vegetation Types Exhibit
 - o Karst Zones Map
 - o Critical Habitat Zones Map
 - o Texas Natural Diversity Database (TXNDD) Report
 - o TPWD Species of Greatest Conservation Need (SGCN) Report
 - o Photo Log

Include with this scope and fee is a field visit to the project site to walk the trail alignment one (1) time and collect field data and photos associated with the above referenced technical reports. Half will travel to the project area to perform a formal determination and delineation of on-site potential surface waters of the U.S.. Stream channels will be assessed and delineated

using U.S. Army Corps of Engineers (USACE) criteria for the presence of an ordinary high water mark (OHWM), which includes wetland fringes, in-channel wetlands, bed scour and shelving, bed and banks and areas devoid of vegetation due to the scouring action of flowing water. Wetlands, if present, will be delineated using the Routine Wetland Determination Method and Guidance provided in the USACE March 1992 Technical Memorandum Regarding Clarification of the 1987 Wetland Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (March 2010). At the time of the filed determination study, stream OHWMs and wetland boundaries will be mapped using a GPS unit with sub-meter accuracy, which is a method of mapping acceptable to the USACE – Fort Worth District. The Site will also be assessed for the presence of habitat conducive to federally listed endangered or threatened species.

Task 4: TxDOT PCR and TxDOT Archaeological Background Study

Halff will conduct cultural resources NEPA compliance and technical studies services. As the project will receive federal through TxDOT, compliance with Section 106 of the National Historic Preservation Act (NHPA) will be required. In addition, the project will take place, partially, within TxDOT-owned and City-owned right-of-way (ROW), which will necessitate compliance with the Antiquities Code of Texas.

Task 4a: Desktop TxDOT Archaeological Background Study

An archaeologist will consult the Texas Historical Commission's (THC) online Texas Archeological Sites Atlas to identify previously recorded archaeological sites, survey and designated historic properties within 1 kilometer of the project area. In addition, they will consult historic aerial photographs and topographic maps available online to learn more about previous impacts to the landscape within the project area. TxDOT's H-PALM will also be consulted. Along with a review of soils and geology, this data will be used to assess the potential for intact archaeological deposits to be present within the proposed project area. Halff will prepare a background study according to TxDOT-ENV's template, for submission to TxDOT and THC. Halff will incorporate this information along with proposed methods into a research design that will accompany an Antiquities Permit Application, if required.

Task 5: Meetings, project Management and Accounting

This task includes project management, teleconferences for coordination, accounting, preparation of monthly reports and invoicing tasks.

C. Karst Invertebrate Species Habitat Assessment

The project is located in Karst Zone 3B according to the U.S. Fish and Wildlife Service (USFWS) San Antonio Region Karst Map, defined as an area in which federally listed karst invertebrate species are known to occur. In accordance with USFWS recommendations, Halff will conduct a karst terrain feature survey and accompanying habitat assessment for any encountered features to evaluate potential for suitable habitat for listed karst invertebrate species to ensure Endangered Species Act compliance. The karst terrain feature survey will follow the Texas Commission on Environmental Quality (TCEQ) methodology for determining the presence of karst features and that all subsequent habitat assessments will adhere to USFWS protocols, as necessary. Habitat assessments may be accompanied by hand and/or mechanical excavation and all features will be restored following such activities.

This scope of work anticipates one deployment by an environmental scientist and supervising Section 10(a)(1)(A) Scientific Permit holder for karst invertebrates, as required by USFWS. Halff will provide a report summarizing the methods employed, findings of our field investigations and recommendations for additional investigations, if warranted.

D. TAS Registration, Plan Review and Site Inspection Fees

Provide compensation for the Texas Accessibility Standards (TAS) Plan Review and Site Inspection fees. Additionally, Halff will coordinate the submittal, plan review and site inspection with the Texas Department of Licensing and Regulation (TDLR) and the Registered Accessibility Specialist (RAS) in accordance with our scope of basic services.

E. Storm Water Management Plan (SWMP)

A drainage study/downstream assessment will be prepared to demonstrate that the downstream system has capacity for the proposed development or that the proposed development does not result in adverse impacts to adjacent properties. The analysis will extend 2,000 linear feet from the proposed development. We do not anticipate any off-site drainage improvements, so the scope does not include off-site drainage infrastructure development.

1. Prepare pre-development hydrology for the existing site (on-site and off-site basins) within 2,000 linear feet of the proposed development.
2. Prepare post-development hydrology based on the proposed site improvements.
3. Compare the pre-project and post project runoff from the site outfall within 2,000 linear feet of the proposed development.
4. If there is an increase in runoff, analyze the capacity of the downstream system to determine any potential adverse impacts to water surface elevations and velocities within 2,000 linear feet of the proposed development.
5. If the downstream system does not have capacity or if the proposed development results in adverse impacts to adjacent properties, determine the approximate detention volume required to detain post-development storm water runoff to either pre-development storm water runoff conditions or the capacity of the receiving system.
6. Prepare a brief Storm Water Management Plan (SWMP) report and checklist.
7. Coordinate with the City of Schertz during the preliminary drainage study review process.

F. Reimbursable Expenses

Reimbursable expenses are as defined in the Professional Services Agreement. Reimbursable expenses and fees are to be approved by the City of Schertz Project Manager prior to use.

ADDITIONAL SERVICES

The following services are not included in the proposed basic services. Halff can provide services listed at the request of the Owner. Compensation will be based on a mutually agreed lump sum fee or an hourly rate as needed. Items that are considered additional services, but not limited to, include:

1. Graphics and marketing materials other than specifically described in the scope services.
2. Cultural resources review and clearances beyond that indicated in the scope of services.
3. Environmental analysis and permitting beyond that indicated in the scope of services.
4. Topographic survey beyond that indicated in the scope of services.
5. Geotechnical engineering services beyond that indicated in the scope of services.

6. Subsurface utility engineering services beyond that indicated in the scope of services.
7. Utility coordination services beyond that indicated in the scope of services.
8. Public meeting(s) beyond that indicated in the scope of services.
9. Hydraulic and hydrology study and analysis and/or report beyond that indicated in the scope of services.
10. Design of areas outside the limits of the project site.
11. Additions to the project scope or budget that causes additional work.
12. Additional meetings or workshops beyond that indicated in the scope of services.
13. Revisions to the concepts by the Owner after the final concept plans and graphics are prepared.
14. Permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.
15. Design of gas, telephone, electrical, water or other utility services/improvements beyond that indicated in the scope of services.
16. Printing of drawings, specifications and contract documents except as noted herein.
17. Traffic engineering reports or studies.
18. Assistance in property acquisition.
19. Negotiations/agreements with adjacent property owners beyond that indicated in the scope of services.
20. Condemnation support.
21. Temporary construction easements.
22. Plat preparation.
23. Traffic control plan.
24. Obtaining right of entry from public or private landowners to allow for the completion of environmental services.
25. Preparation of a USACE Section 404 standard individual permit.
26. Preparation of a USACE Section 404 permittee-responsible mitigation plan.
27. Preparation of a USACE Section 404 Pre-Construction Notification.
28. Threatened or endangered species presence/absence surveys (e.g., golden-cheeked warbler surveys).
29. Subsurface evaluations of karst features.
30. Informal or formal USFWS Section 7 consultation.
31. Formal NRHP/SAL eligibility testing of archeological sites encountered during the field investigations.
32. Intensive archaeological survey.
33. Archeological backhoe trenching.
34. Documentation of removal of human burials if encountered during the field investigation or inadvertent discovery during construction.
35. Historic architectural assessment.
36. Phase I Environmental Site Assessments.
37. Phase II Environmental Site Assessments.
38. Sampling and laboratory analysis for hazardous or toxic substances.
39. Water sampling and analysis.
40. Testing of building materials.
41. Testing for asbestos-containing materials.
42. Testing for lead-based paint.
43. Soil borings and hydrogeological analysis.

44. Ambient air sampling and dispersion modeling.
45. High-volume air sampling for various contaminants.
46. Storm water sampling and analysis.
47. Underground storage tank testing and remediation.
48. Researching title records for environmental liens or activity and use limitations (Please note these activities are identified in the ASTM Standard as the responsibility of the User of the Phase I and if available should be provided to the Environmental Professional).
49. Federal and state regulatory agency file review.
50. Site clean-up and remediation.
51. Preparation of an Environmental Impact Statement, Environmental Assessment, or Categorical Exclusion and Texas Department of Transportation National Environmental Policy Act documentation.
52. Preparation of an Environmental Assessment or Environmental Impact Statement, including necessary analyses, technical documentation, and agency coordination to comply with the National Environmental Policy Act (NEPA), should the project be awarded federal funding
53. Technical reports or applicable documentation for the following items are excluded from the scope of services for this task: air quality, community impacts, indirect impacts, cumulative impacts, Section 4(f) and 6(f) impacts, noise impacts, and Chapter 26 impacts.
54. Public involvement for cultural and environmental services (e.g., virtual or in-person meetings with property owners, stakeholders, or the general public or project notice mailouts).
55. Low water crossing design for trail crossing creek/drainage area.
56. Any additional work not specifically included in the basic services of this proposal.

Exhibit 'C'
Basis of Compensation

WEST DIETZ TRAIL
Schertz, Texas

COMPENSATION

Basic Services as described in Attachment 'A' will be provided for a total lump sum fee. The overall total fee shown will not be exceeded without prior written authorization by the Owner. Out-of-pocket expenses related to printing and graphic reproduction (reimbursable expenses) shall be reimbursed at cost by the Owner.

Payment for total services as described in Attachment 'A' will be invoiced to the Owner monthly, based upon a percentage of completed tasks. Below is a cost breakdown of the Basic Services:

PHASE FEES

Design Services

Schematic Design	\$45,840.00
Construction Documents	\$80,800.00
Bidding Assistance	\$10,400.00
Construction Observation	\$66,120.00
Project Close-Out and Record Documents	\$10,520.00

Sub-Total Design Services \$213,680.00

Supplemental Services

Topographic Survey	\$63,440.00
National Environmental Policy Act/TxDOT Environmental Clearance	\$29,679.00
Karst Invertebrate Species Habitat Assessment	\$4,740.00
TAS Registration, Plan Review and Site Inspection Fees	\$5,620.00
Storm Water Management Plan	\$14,160.00
Reimbursable Expenses	TBD

Sub-Total Supplemental Services \$117,639.00

GRAND TOTAL **\$331,319.00**

PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN

Project: West Dietz Creek Trail
 Project Number: 57460.004
 Prime Consultant: Half Associates
 Subconsultant: NA
 Proposal Date: 9/29/2025
 Prepared By: Marc Zak

TASK CODE AND DESCRIPTION	Senior Project Manager	Mid Landscape Architect/Planner	Senior CADD Designer/GIS Technician	Designer/GIS Technician	Admin/Accounting	Engineer V (Senior Project Manager)	Engineer IV (Senior PE)	Engineer II (EIT)	Construction Inspector	Project Engineer	Senior RPLS/Survey Manager	RPLS	Surveyor in Training (SIT)	Survey Two Man Field Crew	Consultant Fee Environmental Clearances (Adams)	Consultant Fee Karst Assessment (Bowman)	Consultant Fee RAS and TDLR	Reimbursable Expenses	TASK HOURS	TASK / PHASE FEE
	\$290.00	\$240.00	\$140.00	\$115.00	\$95.00	\$240.00	\$225.00	\$145.00	\$150.00	\$175.00	\$245.00	\$190.00	\$145.00	\$200.00	\$22,719.00	\$3,000.00	\$4,000.00	\$0.00		
SCOPE OF BASIC SERVICES																				
A. Schematic Design	64	4	44	0	8	36	4	68	0	0	0	0	0	0	0.00	0	0	0	228.00	\$45,840.00
Schematic Design																				
Kick Off Meeting	4	4				4	4												16	\$3,980.00
Project Administration					8														8	\$760.00
TxDOT Coordination	12					12													24	\$6,360.00
Data Collection and Site Analysis								16											16	\$2,320.00
Design (plans and details)	40	0	24			16	0	48											128.00	\$25,760.00
Cost Estimate	4		16																20	\$3,400.00
Site Meeting (review alignment in field)	4		4			4		4											16	\$3,260.00
B. Design Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0	0	0	0.00	\$0.00
Design Development																				
Project Administration																			0	\$0.00
TxDOT Coordination																			0	\$0.00
Design (plans and details)																			0.00	\$0.00
Cost Estimate																			0	\$0.00
C. Construction Documents	72	0	144	0	0	16	72	136	0	0	0	0	0	0	0.00	0	0	0	440.00	\$80,800.00
Construction Documents																				
Design (plans and details)	48		128				64	120											360.00	\$63,640.00
Cost Estimate	8		16				8	16											48	\$8,680.00
Specifications	16					16													32	\$8,480.00
D. Bidding Assistance	8	0	16	0	8	4	8	16	0	0	0	0	0	0	0.00	0	0	0	0	\$10,400.00
Bidding																				
Project Coordination/Management	8		16		8	4	8	16											60	\$10,400.00
TDLR Submittal (including preparation)																			0	\$0.00
Building Permit Submittal (including preparation)																			0	\$0.00
Pre-Bid Meeting																			0	\$0.00
Respond to Contractor Questions and Addenda																			0	\$0.00
Bid Tab and Recommendation Letter																			0	\$0.00
E. Construction Observation	0	45	0	0	0	23	0	0	332	0	0	0	0	0	0.00	0	0	0	400	\$66,120.00
Construction Observation (180 Calendar Days)																				
Construction Administration (RFI, submittals, etc.)																			0	\$0.00
Bi-Weekly Construction Meetings and Minutes		15				8			8										31	\$6,720.00
Construction Site Visits and Reports		30				15			24										69	\$14,400.00
Daily Project Diary									300										300	\$45,000.00
Substantial Review, Punch List and Final Review																			0	\$0.00
TDLR Inspection																			0	\$0.00
F. Project Close-Out and Record Documents	0	8	32	0	0	0	8	16	0	0	0	0	0	0	0.00	0	0	0	64	\$10,520.00
Project Close-Out and Record Documents																				
Project Coordination/Management		8	16				8	16											48	\$8,280.00
As-Built Drawings			16																16	\$2,240.00
TOTAL BASE FEE WITH HOUR BREAKDOWN	144	57	236	0	16	79	92	236	332	0	0	0	0	0	0	0	0	0	1132	\$213,680.00
SCOPE OF SUPPLEMENTAL SERVICES																				
A. Topographic Survey	24	0	12	0	0	0	0	24	0	0	4	52	108	124	0	0	0	0	348	\$63,440.00
Topographic Survey																				
Topographic Survey	24		12					24			4	52	108	124					348	\$63,440.00
B. Environmental Services, TxDOT Environmental Coordination and Cultural Resources Services	24	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	25	\$29,679.00
Environmental Service, TxDOT Environmental Coordination and Cultural Resources Services																				

PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN

Project: West Dietz Creek Trail
 Project Number: 57460.004
 Prime Consultant: Half Associates
 Subconsultant: NA
 Proposal Date: 9/29/2025
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TASK CODE AND DESCRIPTION	Senior Project Manager	Mid Landscape Architect/Planner	Senior CADD Designer/GIS Technician	Designer/GIS Technician	Admin/Accounting	Engineer V (Senior Project Manager)	Engineer IV (Senior PE)	Engineer II (EIT)	Construction Inspector	Project Engineer	Senior RPLS/Survey Manager	RPLS	Surveyor in Training (SIT)	Survey Two Man Field Crew	Consultant Fee Environmental Clearances (Adams)	Consultant Fee Karst Assessment (Bowman)	Consultant Fee RAS and TDLR	Reimbursable Expenses	TASK HOURS	TASK / PHASE FEE
	\$290.00	\$240.00	\$140.00	\$115.00	\$95.00	\$240.00	\$225.00	\$145.00	\$150.00	\$175.00	\$245.00	\$190.00	\$145.00	\$200.00	\$22,719.00	\$3,000.00	\$4,000.00	\$0.00		
SCOPE OF BASIC SERVICES																				
Environmental Service, TxDOT Environmental Coordination and Cultural Resources Services	24														1				25	\$29,679.00
C. Karst Invertebrate Species Habitat Assessment	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	7	\$4,740.00
Karst Invertebrate Species Habitat Assessment	6															1			7	\$4,740.00
D. TAS Registration, Plan Review and Site Inspection Fees	4	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	1	0	9	\$5,620.00
TAS Registration, Plan Review and Site Inspection Fees	4			4													1		9	\$5,620.00
E. Storm Water Management Plan (SWMP)	6	0	0	0	0	8	0	0	0	60	0	0	0	0	0	0	0	0	74	\$14,160.00
SWMP	6					8				60									74	\$14,160.00
F. Reimbursable Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Reimbursable Expenses	0																		0	\$0.00

CITY COUNCIL MEMORANDUM

City Council Meeting: January 06, 2026
Department: Police Department
Subject: Resolution 25-R-175 - Authorizing an Interlocal Agreement (ILA) with Guadalupe County to accept two police pursuit vehicles from a Federal Byrne Grant (S.Williams/J.Lowery/J.Kurz)

BACKGROUND

The Office of Justice Programs (OJP) is managing the Federal Byrne Discretionary Project Funding/Byrne Discretionary Grants Program for community projects submitted by Guadalupe County. This grant application was awarded (see attachment Guadalupe County Grant Award) in the sum of \$963,000.00 which allowed Guadalupe County to purchase PD vehicles for rural communities located within said county and Schertz PD is the recipient of two such vehicles. The vehicles will be initially registered in Guadalupe County's name and then immediately transferred to the City of Schertz. There is no financial obligation to accept the PD vehicles other than what is required to build out each respective vehicle. The grant vehicles are issued with lights, siren, and a push-bumper only.

GOAL

Accept ownership of two PD pursuit vehicles that Guadalupe County obtained under a Federal Grant.

COMMUNITY BENEFIT

The vehicles' capabilities and modifications make them an invaluable response tool for our community obtained at a substantial reduction in cost.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 25-R-108.

FISCAL IMPACT

The Police Department would fund the completion of building out each vehicle, which would include; radio, graphics, storage boxes, mobile data computer, radar, and Digital Video Recorder within their current budget. Fleet Services would fund maintenance and upkeep of the vehicles and eventually, these vehicles would be absorbed into the city's fleet through the normal life cycle of PD vehicles. Outfitting costs are \$24,100 each or \$48,200 total for the City.

RECOMMENDATION

Approval of Resolution 25-R-108.

Attachments

Resolution 25-R-175 with attachments
Guadalupe County Award Letter

RESOLUTION NO. 25-R-175

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT WITH GUADALUPE COUNTY TO ACCEPT TWO POLICE PURSUIT VEHICLES FROM A FEDERAL BYRNE GRANT

WHEREAS, law enforcement agencies in Guadalupe County need an adequate number of patrol vehicles to meet the needs for responding to increased criminal activity, critical incidents, drug trafficking, human smuggling, threats against schools, and violent crimes; and

WHEREAS, Guadalupe County is the recipient of the DOJ Office of Justice Programs Byrne Discretionary Grants Program, and grant funding will be used to procure new police patrol vehicles for law enforcement agencies in Guadalupe County; and

WHEREAS, The City of Schertz and Guadalupe County wish to enter into an agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791, under the specific authority of §791.026 and Texas Education Code §44.031(a)(5); and

WHEREAS, the ILA will govern the transfer of two police pursuit vehicles from the County to the City in accordance with the grant objectives, award and applicable terms.

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

Section 1. The City Council hereby authorizes the City Manager to execute the ILA with Guadalupe County for the transfer of two police pursuit vehicles 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 _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A

Interlocal Agreement with Guadalupe County For Police Pursuit Vehicles

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SCHERTZ AND GUADALUPE COUNTY**

THE STATE OF TEXAS	§	INTERLOCAL AGREEMENT BETWEEN
	§	THE CITY OF SCHERTZ AND
	§	GUADALUPE COUNTY
COUNTY OF GUADALUPE	§	

PREAMBLE:

The Parties to this Agreement (“Agreement”) are the City of Schertz and Guadalupe County (collectively referred to as the “Parties”). The Parties enter into this Agreement under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791, under the specific authority of §791.026 and Texas Education Code §44.031(a)(5). This Agreement is made for the purpose of efficient and effective use of resources and is in the best economic interests of the Parties. Individually, the City of Schertz (the “City”) and Guadalupe County (the “County”) are political subdivisions of the State of Texas.

RECITALS

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 each met in legally convened open meetings and authorized their respective representatives to enter into this Agreement; and

WHEREAS, law enforcement agencies in Guadalupe County need an adequate number of patrol vehicles to meet the needs for responding to increased criminal activity, critical incidents, drug trafficking, human smuggling, threats against schools, and violent crimes; and

WHEREAS, the County is the recipient of the DOJ Office of Justice Programs Byrne Discretionary Grants Program, and grant funding will be used to procure new police patrol vehicles for law enforcement agencies in Guadalupe County; and

WHEREAS, the County will transfer two police vehicles to the City in accordance with the grant award and applicable terms.

NOW THEREFORE, the Parties, for and in consideration of the covenants and agreements herein set forth to be kept and performed by them respectively, have agreed to and do hereby agree together as follows:

I. TERM OF AGREEMENT

The term of this Agreement will begin December 15, 2025. The term of this Agreement will end on September 30, 2026, or at the time of completion of the Project, whichever occurs first in time, unless extended or terminated before that time as provided in this Agreement.

II. MUTUAL PROMISES AND COVENANTS OF THE PARTIES

The Parties, in consideration of the mutual promises and covenants contained in this Agreement, agree as follows:

- A. The recitals set out in the preamble are hereby incorporated herein, for all purposes.
- B. The County will transfer title/registration and ownership of one (1) 2025 Durango AWD police pursuit vehicle and one (1) 2025 Tahoe 4WD police pursuit vehicle to the City. Once transferred, these vehicles are conveyed to the City with all rights to ownership, maintenance and disposal.
- C. There will be no cost to the City for the vehicles. Any additional outfitting required for the vehicles will be at the City's expense.

III. MISCELLANEOUS

- A. Notice and Addresses.** All notices required hereunder must be given by certified mail or registered mail, addressed to the proper Party, at the following addresses:

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

To County: Guadalupe County, Texas
 Attn: County Judge
 101 East Court Street
 Seguin, TX 78155

Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.

- B. Parties Bound.** This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- C. Prior Agreement Superseded.** This Agreement constitutes the sole and only agreement of the Parties regarding their responsibilities to each other concerning the work noted

herein on the Project and supersedes any prior understandings or written or oral agreements between the Parties respecting the Project. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the Project.

- D. Amendment.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
- E. Hold Harmless.** Each party will hold the other harmless from any claims arising from any work performed under this agreement to the extent permitted by Texas law.
- F. Violation of Law.** The City and the County shall not violate any Federal, State or local laws, regulations or ordinances in the performance of this Agreement.
- G. Enforceability.** If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provision of this Agreement, and all remaining provisions shall be fully enforceable.
- H. Governing Law and Place for Performance.** This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue, and place of jurisdiction shall also be the County of Guadalupe and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise, and negotiate the terms of this Agreement and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.
- I. Exhibits Incorporated.** All exhibits to this Agreement are incorporated by reference as if completely set out herein.
- J. Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this agreement on behalf of the City of Schertz and Guadalupe County, respectively.
- K. No Waiver of Immunities.** Nothing in the Agreement shall be construed to waive any immunities from suit or liability enjoyed by City of Schertz, Guadalupe County, their past or present officers, employees, or agents or employees.
- L. No Third Party Beneficiary.** This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto 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.

M. No Joint Venture. Nothing contained herein shall be deemed or construed by the parties hereto, 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 hereto.

N. Approval by Governing Bodies. This Agreement has been approved by the Governing bodies of the City of Schertz and Guadalupe County.

O. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

P. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.

EXECUTED TO BE EFFECTIVE this _____ day of _____, 2025.

CITY OF SCHERTZ

By: _____
Steve Williams, City Manager

ATTEST:

By: _____

Title: _____

CITY OF SCHERTZ

By: _____
Kyle Kutscher, County Judge

ATTEST:

By: _____

Title: _____



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:		GUADALUPE COUNTY 307 W COURT ST STE 206	
City, State and Zip:		SEGUIN, TX 78155	
Recipient UEI:		MMJHRHGN9EF7	
Project Title: Police Cruiser Upgrades for Guadalupe County Law Enforcement		Award Number: 15PBJA-24-GG-00295-BRND	
Solicitation Title: BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program			
Federal Award Amount: \$963,000.00		Federal Award Date: 8/15/24	
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance	
Funding Instrument Type:		Grant	
Opportunity Category: D			
Assistance Listing: 16.753 - Congressionally Recommended Awards			
Project Period Start Date: 7/1/24		Project Period End Date: 12/31/25	
Budget Period Start Date: 7/1/24		Budget Period End Date: 12/31/25	
Project Description: Guadalupe County has experienced a significant increase in residential and commercial development. As such, Guadalupe County and its cities have felt the burden of the change, including increased criminal activity, critical incidents, drug trafficking, human smuggling, threats against schools, and violent crimes. These increases have required all law enforcement agencies throughout the county to respond to these types of events more frequently. Guadalupe County needs an adequate number of patrol vehicles to meet the needs for responding to these incidents. The vehicles' capabilities and modifications make them an invaluable response tool for the county's rural community and will thus, enhance law enforcement's critical capabilities to protect and serve Guadalupe County residents.			

Award Letter

August 15, 2024

Dear Patrick Pinder,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by GUADALUPE COUNTY for an award under the funding opportunity entitled 2024 BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program. The approved award amount is \$963,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits

discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

GUADALUPE COUNTY

UEI

MMJHRHGN9EF7

Street 1

307 W COURT ST

Street 2

STE 206

City

SEGUIN

State/U.S. Territory

Texas

Zip/Postal Code

78155

Country

United States

County/Parish

Province

Award Details

Federal Award Date

8/15/24

Award Type

Initial

Award Number

15PBJA-24-GG-00295-BRND

Supplement Number

00

Federal Award Amount

\$963,000.00

Funding Instrument Type

Grant

Assistance Listing Number

16.753

Assistance Listings Program Title

Congressionally Recommended Awards

Statutory Authority

Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 146-47)

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

Awarding Agency

2024 BJA FY24 Invited to Apply- Byrne Discretionary
Community Project Grants/Byrne Discretionary Grants
Program

OJP

Program Office
BJA

Application Number

GRANT14148631

Grant Manager Name

Cynthia Tims

Phone Number

[202-735-7638](tel:202-735-7638)

E-mail Address

Cynthia.Tims@usdoj.gov

Project Title

Police Cruiser Upgrades for Guadalupe County Law Enforcement

Performance Period Start

Date

07/01/2024

Performance Period End Date

12/31/2025

Budget Period Start Date

07/01/2024

Budget Period End Date

12/31/2025

Project Description

Guadalupe County has experienced a significant increase in residential and commercial development. As such, Guadalupe County and its cities have felt the burden of the change, including increased criminal activity, critical incidents, drug trafficking, human smuggling, threats against schools, and violent crimes. These increases have required all law enforcement agencies throughout the county to respond to these types of events more frequently. Guadalupe County needs an adequate number of patrol vehicles to meet the needs for responding to these incidents. The vehicles' capabilities and modifications make them an invaluable response tool for the county's rural community and will thus, enhance law enforcement's critical capabilities to protect and serve Guadalupe County residents.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held,

instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

6

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice.

Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been

reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the

individual has the requisite legal authority.

33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

48

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

49

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

50

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

51

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in

excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

52

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

53

The recipient agrees to promptly provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements. The recipient understands that it will be subject to additional financial and programmatic in-depth or on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring. The recipient agrees to develop or maintain effective internal controls to manage federal awards (see 2 C.F.R. 200.303) and effective financial management policies and procedures to manage federal awards (see 2 C.F.R. 200.302).

54

Withholding of funds: Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down more than 10% of the award funds until-- (1) OJP determines that the recipient's Grant Award Administrator and all Financial Managers for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2021, and (2) OJP issues an Award Condition Modification (ACM) to modify or remove this condition.

Once both the Grant Award Administrator and Financial Manager have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of an ACM to remove this condition. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

55

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not obligate, expend, or drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel

and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel necessary to begin the award project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	8/9/24 8:29 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Fire Marshal/EMC

Signed Date And Time

CITY COUNCIL MEMORANDUM

City Council Meeting: January 06, 2026
Department: Finance
Subject: Resolution 24-R-003 - Adopting the City's Investment Policy (S. Gonzalez/J. Walters)

BACKGROUND

The Investment Policy of the City of Schertz outlines the processes the City uses to determine and set its investment strategy. Much of the policy is outlined by Section 2256 of the Texas Government Code, called the Public Funds Investment Act (PFIA), which ensures public entities make safe choices as to how they invest.

The top priority regarding investable public funds in both the Act and in the City Policy is the safety of the funds invested. This means low risk investments that can be easily withdrawn in the event the City needs funding. The City of Schertz Investment Policy requires an annual reaffirmation by City Council. These renewals will start coming in January each year and be for the rest of that calendar year. The Investment Advisory Committee would meet in December to review the plan and any proposed changes.

Due to the election run-offs delaying the assignments of council to the Investment Advisory Committee, the Committee was unable to hold its meeting in December 2025. However, staff must still meet the States requirement of an annual adoption of the policy.

To satisfy both requirements, staff proposes Council adopt the existing policy at this meeting with no changes to meet the state's requirements. Once the election and council assignments are completed, staff will hold the committee meeting to review the policy for changes. If any changes are recommended, an amended policy will be brought back before council for consideration.

Attachments

Resolution 26-R-003 Investment Policy with attachment

RESOLUTION NO. 26-R-003

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A REVISED CITY OF SCHERTZ INVESTMENT POLICY AND STRATEGY.

WHEREAS, Section 2256 of the Texas Government Code, also known as the Public Funds Investment Act (PFIA), requires City Councils to approve the City's Investment Policy annually, and

WHEREAS, the City has created an Investment Committee to review the performance of the investment portfolio and ensure it follows policy, and to make recommendations to Council for updates to the policy.

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

Section 1. The City Council hereby adopts the City of Schertz Investment Policy and is repealing any and all prior changes and amendments to Investment Policy attached as Exhibit A.

Section 2. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 4. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 5. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 6. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this ____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

EXHIBIT A

CITY OF SCHERTZ, TEXAS INVESTMENT POLICY AND STRATEGY

**CITY OF SCHERTZ, TEXAS
INVESTMENT POLICY**

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I. INVESTMENT SCOPE

General Statement

This policy (this “Policy”) serves to satisfy the statutory requirement of the Public Funds Investment Act, as amended, Texas Government Code Chapter 2256, as amended (the “Act”), to define and adopt a formal written investment policy for the City of Schertz, Texas (the “City”). The City shall be authorized to invest its funds pursuant to the provisions of the Act and this Policy or, upon obtaining the prior approval of the City Council of the City (the “City Council”), any other applicable law.

Funds Included

This Policy applies to all City funds under the direct control of the City, at the present time any funds to be received in the future and any other funds held in custody by the City, unless expressly prohibited by law or unless it is in contravention of any depository contract between the City and any depository bank.

The City funds that are entrusted to the City Council for investment pursuant to this Policy are divided into the following portfolios based on the source of funds:

The operating account portfolio that consists of funds from the general fund and all other miscellaneous funds.

The agency funds portfolio, which consists of all agency funds.

Special Revenue, Special Assessment, and all other City funds.

Funds Excluded

This Policy shall not be applicable to any funds on deposit in any bond account, reserve account, or capital improvement construction account. The provisions of the ordinances authorizing the issuance of these debt obligations and the provisions of the Internal Revenue Code of 1986, as amended control the investment of funds on deposit in these accounts.

II. INVESTMENT OBJECTIVES

General Statement

Funds of the City will be invested in accordance with the Act, this Policy, written investment strategy, and written administrative procedures to be developed by the City Manager, Finance Director, and Investment Officers. The City's investment portfolio shall be managed in a manner to attain the maximum rate of return allowed through prudent and legal investing of City funds while preserving and protecting capital in the overall portfolio.

Safety

The primary objective of the City for all portfolios and funds is to ensure the safety of the principal. All investment transactions shall first seek to avoid capital losses by choosing high credit quality securities. The Investment Officers will monitor credit rating changes on a monthly basis and will immediately liquidate any investment that fails to meet the credit quality required by the Public Funds Investment Act.

Liquidity

The City's investment portfolio must be structured in a manner that will provide the liquidity necessary to meet all operating requirements which might reasonably be anticipated, and to pay obligations as they become due.

Diversification

The policy of the City, except when investing with the City's depository bank or in U.S. Treasury Bills, Bonds or Notes, will be to diversify its investment portfolio when investing in certificates of deposit of other banks and savings and loans domiciled in Texas, repurchase agreements, U.S. agencies securities, and other investment instruments provided for by law. The City's portfolio shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investments. Investments of the City shall always be selected to provide stability of income and reasonable liquidity. Liquidity is defined as the ability to sell an investment at reasonable cost under adverse market conditions.

In establishing specific diversification strategies, the following general polices and constraints shall apply:

- (1) Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide for stability of income and reasonable liquidity.
- (2) Liquidity shall be maintained through practices that ensure that the next disbursement date and payroll date are covered through current revenues, maturing investments, or marketable securities.
- (3) Risks of market price volatility shall be controlled through maturity diversification.

Yield

It is the objective of the City to earn the maximum rate of return allowed on its investments within the constraints imposed by its safety and liquidity objectives, and the applicable law governing the investment of public funds.

The City must invest its portfolios in eligible investments that yield the highest possible rate of return while providing the necessary protection of the principal. The City seeks to optimize

return on investments in all portfolios. The average minimum rate of return for the entire portfolio, excluding funds needed for current obligations, must be at least equal to a no default risk rate of return indicator, such as the return on the three-month Treasury bill. If funds are subject to yield restrictions due to federal arbitrage regulations, those funds are excluded from the yield calculation.

All security transactions will be made on documented competitive bid basis to assure the City is receiving good market rates. When issued US agency securities should be compared to other securities available in the secondary market to determine competitiveness.

Public Trust

It will be the objective of the City to act responsibly as custodians of the public trust.

Portfolio Management

Under this Policy all investments will be made with the intent of pursuing, at the time of purchase, the best rate of return on securities held until maturity, and not with the intent of speculative trading. However, securities may be sold before maturity if market conditions present an opportunity for the City to benefit from this transaction.

Investment Strategy

The City maintains one commingled portfolio for investment purposes which incorporates the specific use and the unique characteristics of the funds in the portfolio. The investment strategy has as its primary objective assurance that anticipated liabilities are matched and adequate investment liquidity provided. The City shall pursue conservative portfolio management strategy. This may be accomplished by creating a laddered maturity structure with some extension for yield enhancement. The maximum maturity of any security will be five years and the maximum dollar weighted average maturity of one year or less will be calculated using the stated final maturity date of each investment instrument.

The investment strategy for debt service shall have as its primary objective the timely payment of debt service obligations. Successive debt service dates will be fully funded before any investment extensions are made.

III. INVESTMENT RESPONSIBILITY AND CONTROL

City's Investment Officers

In accordance with Section 2256.005 of the Act, the Investment Officers for the City include the City Manager and the Finance Director. The Finance Director is the primary manager of City investment portfolios, and shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this Policy, including the following:

- (1) Summarizing the economic and market analysis;
- (2) Forecasting available cash for investments;
- (3) Formulating strategies for asset mix, investment instruments, maturities, and target yields;
- (4) Monitoring performance against the current investment strategy and evaluating reasons for variances;
- (5) Reporting portfolios performance for the previous quarter to the City Council; and
- (6) Revising the investment strategy based on recommendations by the Investment Advisory Committee.

The City Manager and the Investment Officers must file a statement with the City Council and the Texas Ethics Commission of any personal business relationship that they may have with a business organization as defined in the Act offering to engage in an investment transaction with the City. A personal business relationship is defined by Section 2256.005 of the Act to exist if

- (1)The Investment officer owns 10% or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- (2)Funds received by the investment officer from the business organization exceed 10% of the investment officer's gross income for the previous year or;
- (3)The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.
- (4)The City Manager and Investment Officers must file a statement with the City Council and Texas Ethics to disclose any personal business relationships within two levels of blood or marriage with an organization seeking to sell an investment to the City.

Selecting and Processing Investments

The Investment Officers review the composition of the current portfolio and determines whether the securities under consideration maintain the portfolio within the guidelines established by this Policy, subchapter A of the Act, and all federal, state, and local statutes, rules or regulations. The Investment Officers approve the wire transfer form authorizing the transfer of funds for a specific investment transaction.

Documenting Investments and Providing Details

The City Manager, Finance Director, and Investment Officers retain documentation of all investment transactions, including any bond swaps. The City Manager, Finance Director, and Investment Officers provide information and supporting documentation for all investment transactions for entry in the General Ledger. The City Manager, Finance Director, and Investment Officers will utilize information and back-up documentation on all investment transactions to ensure accurate calculation of cash position and accurate posting to appropriate accounts.

New Investment accounts can only be established by signatures from all Investment Officers not on probation. Changes in the account authorization or banking information may only be updated with signatures from all active Investment Officers. Investment transactions cannot be initiated and recorded by the same Investment Officer.

Developing Cash Flow Projections for All Portfolios

The City Manager, Finance Director, and Investment Officers analyze prior period data and develop and amend cash flow projections of the City's cash requirements. The cash flow projections to match assets and liabilities in order to maximize the return on investments. All funds that can be legally invested and match the available balance identified in the cash flow projections are considered available for investment.

Monitoring Investment Performance

The City Manager, Finance Director, and Investment Officers must routinely perform market and economic analysis to forecast probable market conditions for the investment period by assembling and analyzing current and trend data to develop and plan investment strategy. This analysis uses information obtained from investment advisors, brokers, and investment industry publications.

The City Manager, Finance Director, and Investment Officers monitor the current and expected yield curves for interest rate movements. When interest rates are expected to decline, maturity ranges are extended within portfolio and the constraints of this Policy. When interest rates are expected to increase, maturity ranges are shortened. The City Manager, Finance Director, and Investment Officers monitor yield spreads between various government agency issues and United States notes and bonds to determine the best value. The City Manager, Finance Director, and Investment Officers summarize economic and market trend information and present recommendations for investments strategy based on economic and market conditions to the City Council and the Investment Advisory Committee.

Reconciling Investment Records and General Ledger

The City Manager, Finance Director, and Investment Officers prepare a monthly report that includes information such as identifying investments at par value, identifying CUSIP number,

disclosing the premium or discount, and the interest purchased for the City's investments. The report includes monthly and year-to-date interest accruals and amortization/accretion of premium/discount. This report should reconcile to the investment accounts in the General Ledger.

Allocating Interest Revenue

The City Manager, Finance Director, and Investment Officers allocate the interest revenue earned from investments proportionately to all accounts that participate in the investment function.

Providing Revenue Estimates for All Portfolios

The City Manager, Finance Director, and Investment Officers provide an estimate of the investment revenue for the annual budget.

Prudence

Investments of the City shall be made with judgment and the exercise of due care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital, as well as the probable income to be derived for the City. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the City.

Liability of City Manager, Finance Director, and Investment Officers

The City Manager, Finance Director, and Investment Officers are not responsible for any loss of the City funds through the failure or negligence of a depository bank or other financial or investment institution as described in Article VI of this Policy.

IV. INVESTMENT REPORTING

Monthly Report

The City Manager, Finance Director, and Investment Officers will continually monitor and evaluate the City's investments, and report monthly to the City Council as provided in Section of the Act. The report must:

- (1) describe in detail the investment position of the City on the date of the report;
- (2) be prepared jointly by all investment officers of the City;
- (3) be signed by each investment officer of the City;
- (4) contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:

- (a) beginning market value for the reporting period;
 - (b) additions and changes to the market value during the period;
 - (c) ending market value for the period; and
 - (d) fully accrued interest for the reporting period;
- (5) state the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
 - (6) state the maturity date of each separately invested asset that has a maturity date;
 - (7) state the account or fund or pooled group fund in the City for which each individual investment was acquired; and
 - (8) state the compliance of the investment portfolio of the City as it relates to:
 - (a) the investment strategy expressed in the City's investment policy; and
 - (b) relevant provisions of the Act.

The report shall be provided not less than monthly to the City Council and the City Manager of the City within a reasonable time after the end of the period.

If the City invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

Investment Advisory Committee

An Investment Advisory Committee composed of the City Manager (as Chair), the Deputy City Manager, the Assistant City Manager, the Executive Director of Economic Development, the Finance Director, the Assistant Finance Director, the Budget/Financial Analyst, and up to three representatives of the City Council, will meet no less than once semiannually to review the investment portfolio, process and practices to ensure adherence to the Act and the adopted policy.

Annual Review

This Policy and investment strategy will be reviewed by the Investment Advisory Committee and City Council annually. The Investment Advisory Committee will recommend

changes to the policy annually to the City Council who shall adopt a written rule, order, ordinance, or resolution stating that it has reviewed the Policy and investment strategy and shall record in the order, ordinance or resolution any changes made to either the Policy or investment strategy.

Investment Training

The City Manager, Finance Director, and Investment Officers are required to receive 10 hours training pertaining to the Texas Public Funds Investment Act within the first 12 months after assuming duties and 8 hours every 2 years thereafter. This training shall be through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the Investment Officers and staff in making investment decisions. Training for city council officials on the Investment Committee is recommended to provide education and knowledge pertaining to the Public Funds Investment Act but the training is not mandatory.

Notification of Investment Changes or Defaults

It shall be the duty of the City Manager, the Finance Director, and Investment Officers to notify the City Council of any significant changes in current investment methods and procedures prior to their implementation and to immediately notify the City Council in the event of a default or nonpayment of any investment acquired with City funds. In addition, the City Council in its annual review of the Policy shall adopt any order, ordinance, or resolution establishing its annual review and record any changes to the Policy or investment strategies.

Compliance Audit

The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the Policy.

V. INVESTMENT INSTRUMENTS

Authorized Investment Instruments

The City Manager, Finance Director, and Investment Officers shall use any or all of the following authorized investment instruments consistent with governing law:

- (1) Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
- (2) Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency of instrumentality of the United States;
- (3) General Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than A or its equivalent;

- (4) Certificates of deposit issued by a state or national bank domiciled in this State, a savings bank domiciled in this State or a state or federal credit union domiciled in this State that are
 - (A) Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; or
 - (B) Secured by obligations that are described by subdivisions (1)-(6) of this subsection, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates or in any other manner and amount provided by law for deposits of the City; or
 - (C) Secured in any other manner and amount provided by law for deposits of the City;

- (5) Prime domestic bankers' acceptances if it
 - (A) Has stated maturity of 270 days or fewer from the date of its issuance;
 - (B) Will be, in accordance with its terms, liquidated in full at maturity;
 - (C) Is eligible for collateral for borrowing from a Federal Reserve Bank; and
 - (D) Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency;

- (6) Commercial paper if it
 - (A) Has a stated maturity of 270 days or less from the date of its issuance; and
 - (B) Is rated not less than A-1, P-1, or the equivalent by at least
 - (1) Two nationally recognized credit rating agencies; or

- (2) One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state thereof;
 - (C) For commercial paper with maturity of over 90 days, monthly credit checks will be conducted on the issuer to determine risk and to take appropriate steps to protect the investment
- (7) Fully collateralized direct repurchase agreements having a defined termination date, secured by obligations described by subdivision (1) of this subsection, pledged to the City, held in the City's name, and deposited at the time the investment is made with a third party selected and approved by the City, and placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this State;
- (8) Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under the Act in a guaranteed investment contract with a term of longer than five years from date of issuance of the bonds; to be eligible as an authorized investment
 - (A) The City Council must specifically authorize guaranteed investment contracts as an eligible investment in the ordinance or resolution authorizing the issuance of bonds;
 - (B) The City must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
 - (C) The City must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
 - (D) The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
 - (E) The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.
- (9) Interest bearing bank deposits insured by the FDIC or National Credit Union Share Insurance Fund, and shared deposit programs, are authorized investments.

In addition to the investments described by items (1) - (9) above, the City may invest funds under its control in eligible public funds investment pools as permitted under the Act. A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service or no lower than investment grade by at least one nationally recognized rating service with a weighted average maturity no greater than 90 days.

In addition to the investments described by items (1) - (9) above, the City may, in accordance with the Act, purchase, sell, and invest funds, after receiving a prospectus and other information required by the SEC, under its control in an SEC-regulated, no-load money market mutual fund with a dollar-weighted average stated maturity of 60 days and whose investment objectives include seeking to maintain a stable net asset value of \$1 per share and must comply with SEC Rule 2a-7, or a no-load mutual fund which is registered with the SEC, has an average weighted maturity of less than two years, is invested exclusively in obligations approved by the Act, is continuously rated as investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent and conforms to the requirements set forth in Sections 2256.016(b) and (c) of the Act relating to the eligibility of investment pools to receive and invest funds of the City. The City shall not (i) invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service in mutual funds as described by the Act; (ii) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described by the Act; or (iii) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service in any one mutual fund described by the Act in an amount that exceeds 10% of the total assets of the mutual fund.

VI. INVESTMENT INSTITUTIONS

Selection of Bank and Securities Dealers

Any business organization offering to engage in an investment transaction must be given a copy of the entity's Investment Policy and must sign a certification that acknowledges they have received it and have implemented procedures to preclude imprudent transactions, and supply the City Manager, Finance Director, and Investment Officers with the information specified below. First, a broker/dealer must submit audited financial statements for the financial institution or broker/dealer. Second, a broker/dealer must provide evidence of appropriate registration by the qualified representative of the business organization as such terms are defined in the Act. For bank dealers, this requires a statement from a senior bank official that the bank dealer is appropriately registered with its primary regulatory agency (the Office of the Comptroller of the Currency for National Banks) as a government securities dealer, municipal securities dealer, or both. For a securities firm, this requires a statement from a senior official that the firm is registered with the National Association of Securities Dealers. Finally, a broker/dealer must deliver a written statement, acceptable to the City, by the qualified representative, offering to engage in an investment transaction with the City, that they have received and thoroughly reviewed the Policy and acknowledged that the business organization has implemented reasonable procedures and

controls in an effort to preclude investment transactions conducted between the City and the business organization that are not authorized by this Policy or the Public Funds Investment Act. The City Manager, Finance Director, and Investment Officers will recommend both primary and secondary securities dealers to the City Council for final approval. The City Manager, Finance Director and Investment Officers may not acquire or otherwise obtain any authorized investment described in this Policy from a person who has not delivered to the City the written statement required in this section.

The City Council or the designated Investment Advisory Committee member shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

Investment Management Firms

The City may contract with an investment management firm registered under either the Investment Advisors Act of 1940 or with the State Securities Board for a maximum of 2 years with renewal or extensions subject to approval by City Council by resolution.

VII. INVESTMENT COLLATERAL AND SAFEKEEPING

Collateral or Insurance for Deposits

The City Manager, Finance Director, and Investment Officers shall ensure that all deposited and invested City funds are, to the extent required, fully collateralized or insured consistent with federal and state law and the current bank depository contract in one or more of the following manners:

- (1) FDIC or National Credit Union Share coverage;
- (2) Obligations of the United States or its agencies and instrumentalities;
- (3) Direct obligations of the State of Texas or its agencies;
- (4) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies and instrumentalities; or
- (5) Any other manner allowed by law.
- (6) Certificates of Deposits can be secured by an FHLB letter of credit.

Safekeeping

All purchased securities shall be held in safekeeping by the City, or a City account in a third party financial institution, or with a Federal Reserve Bank.

All certificates of deposit, insured by FDIC, purchased outside the depository bank shall be held in safekeeping by either the City or a City account in a third party financial institution.

All pledged securities by the depository bank shall be held in safekeeping by the City, or a City account in a third party financial institution, or with a Federal Reserve Bank.

All certificates of deposit, pledged by the depository bank shall be held in custody of a Federal Reserve Bank for safekeeping, be the subject of a valid pledge agreement designating the City as the beneficiary of the pledge agreement; be insured by the FDIC; be described in detail by a safekeeping receipt issued to the City by the Federal Reserve Bank having custody of the certificates; and be issued with the City as registered owner.

Delivery vs. Payment

It will be the policy of the City that all transactions, except investment pool funds and mutual funds, shall be purchased using the delivery vs. payment method through the Federal Reserve System. By so doing, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased.

Broker Dealer List

Baird, Robert W.
Bank of America
Bank of New York (BNY)
Bank of Oklahoma
Barclays Capital
Benchmark Securities
BMO Capital Markets
Cantor Fitzgerald
Citigroup
Cowen Execution Svc
Crews & Assoc
D.A. Davidson
Dorsey & Co
Fifth Third
FTN Financial
Goldman Sachs
Hilltop Sec
Hutchinson, Shockey
Imperial Capital
Intl F C Stone
ITG
Janney Montgomery Scott
JP Morgan Chase
Jefferies & Co
KeyBanc Capital Mkts
MarketAxess
Millennium Advisors
Morgan Stanley
Oppenheimer
Piper Jaffray
Raymond James/ MK
RBC Capital Markets
R B Riley
SEI
Stephens
Stifel Nicolaus
Suntrust
Tradeweb Direct
UBS
US Bancorp Inv
Vining Sparks
Wells Fargo
Zions Bank
Multi-Bank Securities, Inc. (MBS)
Great Pacific Securities

CITY COUNCIL MEMORANDUM

City Council Meeting: January 06, 2026
Department: City Secretary
Subject: Resolution 26-R-008-Order Runoff Election for Council Place 7 (*if needed pending the Canvassing of Special Election Place 7 on 12/30/2025*) (Mayor/S.Edmondson)

Attachments

Resolution 26-R-008 Order Runoff Election from December 20, 2025 Special Election

RESOLUTION 26-R-008

A RESOLUTION BY THE CITY COUNCIL OF SCHERTZ, TEXAS, ORDERING A RUNOFF ELECTION TO BE HELD ON JANUARY 31, 2026, FOR CITY COUNCIL PLACE 7 AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, on the 3rd of November 2025 the City Council of the City of Schertz, through adoption of Resolution 25-R-156, ordered a Special Election to be held in said City on the 20th day of December 2025, in accordance with the provisions of the Charter of said city, for the purpose of electing one Councilmember for Place 7 to complete the term ending November 2028; and

WHEREAS, pursuant to Texas Election Code Sec. 2.021 through 2.023, if no candidate for a place on City Council receives a majority of the vote a runoff election is required between the candidates who receive the highest and second highest number of votes; and

WHEREAS, pursuant to Schertz City Charter Section 9.03, in the event no candidate for an elective office receives a majority of the votes cast for that place in the general or special election, a runoff election shall be held between the two (2) candidates who received the greater number of votes; and

WHEREAS, a canvassing of the returns and declaring the results of a Special Election held on December 20, 2025, was approved by the City Council on December 30, 2025; and

WHEREAS, the canvass determined that, in the race for Council Member Place 7, no candidate received a majority of the votes cast; and

WHEREAS, the two candidates receiving the highest number of votes for the office of Council Member Place 7 were _____ and _____.

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

Section 1. That the City Council of the City of Schertz finds and declares the results of such election as per Exhibit A attached to this resolution.

Section 2. That a runoff election is hereby ordered to be held Saturday, January 31, 2026, for the purpose of electing Councilmember Place 7.

Section 3. That in accordance with Section 2.026, Notices of the Run-off Election shall be posted on the bulletin board at the Hal Baldwin Municipal Complex 1400 Schertz Parkway and on the city's website, and a like copy shall be published not later than the 10th day before Election Day in the newspaper of general circulation.

Section 4. That the terms and conditions of the joint election agreement and contract with Bexar, Comal, and Guadalupe Counties, adopted on the 3rd November , 2025, through the adoption of Resolution No. 25-R-156, shall remain in full force and effective for the City of Schertz Runoff election; and

Section 5. That Guadalupe County will oversee the City of Schertz Runoff Election for January 31, 2026 (Counties: Guadalupe, Bexar, and Comal) with a Guadalupe County Election contract and shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code and may employ other personnel necessary for the proper administration of the election; and

Section 6. That election day voting will be 7 a.m. through 7 p.m., and locations of the polling places are designated in Exhibit B attached to this resolution, but which locations may be changed by Guadalupe County, and which changes if any, are hereby made part of this resolution referenced and can be found by visiting the Guadalupe County Elections webpage at: <https://www.guadalupe.tx.gov/page/elections.home> and visiting the City of Schertz webpage at www.schertz.com or contacting:

Michelle Shields
Guadalupe County Elections Administrator
3251 State Highway 123 Seguin TX 78155
830-303-6363

Section 7. That the last day to vote for City of Schertz Runoff Election is January 31, 2025.

Section 8. That applications for ballots by mail must be received no later than 5:00 p.m., January 24, 2026:

Guadalupe County
Michelle Shields
Guadalupe County Elections Administrator
3251 State Highway 123. Seguin, TX 78155

Section 9. 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 10. 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 11. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 12. 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 13. 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 14. This Resolution shall be in force and effect from and after its final passage, and it is so be resolved.

PASSED, APPROVED AND ADOPTED, on this _____ day of _____ 2026.

City of Schertz

ATTEST:

Ralph Rodriguez, Mayor

Sheila Edmondson TRMC
City Secretary

Exhibit A: Special Election Place 7 Canvassed Vote Totals
Exhibit B: Vote Site Locations

EXHIBIT A

**UNOFFICIAL SPECIAL ELECTION RESULTS
DECEMBER 20, 2025**

City Council Place 7	BBM	Early Voting	Election Day	Total Votes	Vote %
John D. Carbon					
Dan Swart					
Tony Diaz					
Robert L. Sheridan III					
Kristy Barger					
Total Votes Cast					

Exhibit B

January 31, 2026 City of Schertz Runoff Election

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., January 31, 2026, for voting in the runoff election to a Councilmember for Place 7.

(Por la presente se notifica que los lugares de votación enumerados a continuación estarán abiertos desde las 7:00 a. m. hasta las 7:00 p. m., el 31 de enero de 2026, para votar en la segunda vuelta de las elecciones para un concejal para el puesto 7.)

Election Day Location for the City of Schertz January 31, 2026. Runoff Election
(Lugar del día de las elecciones para la Ciudad de Schertz 31 de enero de 2026 elección de segunda vuelta)

Polls open 7:00 a.m. — 7:00 p.m.
(Las urnas abren de 7:00 a.m. a 7:00 p.m)

City of Schertz Election Day Location

Guadalupe County Annex Building
1101 Elbel Road
Schertz, Texas 78154

Bexar, Comal & Guadalupe County Voters
(Votantes de los Condados de Bexar, Comal y Guadalupe)

Early Voting (votación anticipada)

Locations of Early Voting Polling Places: Early voting by personal appearance will be conducted as listed below: (Ubicaciones de los lugares de votación anticipada: La votación anticipada en persona se llevará a cabo como se indica a continuación:)

Early Voting Dates and Hours (fechas y horas de votación anticipada)

Thursday, January 2nd and Friday, January 3rd, 20258:00 a.m.— 5:00 p.m.

Jueves, 2 de enero 2025 y el viernes, 3 de enero de 2025... ..8:00 a . m. -5:00p.m.

Monday, January 6th through Friday, January 10th, 20258:00 a.m. - 5:00 p.m. Lunes, 6 de enero de 2025 hasta viernes, 10 de enero de 2025... ..8:00 a . m. — 5:00 p.m. Monday, January 13th and Tuesday, January 14th, 20258:00 am.. -5:00 p.m.

Lunes, 13 de enero 2025 y el martes, 14 de enero de 2025... ..8:00 a.m. —5:00 p.m.

Main Early Voting Location (Ubicación de la sucursal de votación anticipada)

Guadalupe County Elections Office (Oficina de
Elecciones del Condado de Guadalupe)
215 S. Milam st., Seguin, TX 78155
Phone (Teléfono) - 830-303-6363

Applications for ballots by mail shall be mailed to: (Las solicitudes de boletas de votación por correo se enviarán a:)

Guadalupe County Early Voting Clerk, Lisa Hayes
Secretaria del Condado de Guadalupe, Lisa Hayes
P.O. Box 1346
Seguin, Texas 78156-
1346 Email (correo
electrónico): Website (sitio
web):

Applications for ballots by mail must be received no later than the close of business on Tuesday, January 7, 2025. (Las solicitudes de boletas por correo deben recibirse no mas tarde del Cierre de operaciones del martes 7 de enero de 2025.)

Early Voting Branch Location
(Ubicación de la sucursal de votación anticipada)

Schertz Community Center
1400 Schertz Parkway
Schertz, Texas 78154

Table 21.5.7.B-Non-Residential	Existing	GB	General Business District	10,000	100	100	25	0 adj. to non-res; 25 adj. to res	0 adj. to non-res; 25 adj. to res	120	80%
Table 21.5.7.A-Residential	Proposed	R-2	Single-Family Residential District	8,400	70	120	25	10	20	35	50%
Table 21.5.7.A-Residential	Proposed	R-6	Single-Family Residential District	7,200	60	120	25	10	20	35	50%

GOAL

The applicant is requesting to rezone approximately 44 acres of land from General Business District to approximately 22 acres as Single-Family Residential District (R-2) and approximately 22 acres as Single-Family Residential District (R-6).

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

When considering zone changes, staff looks to the criteria listed in UDC Section 21.5.4.D. The criteria are listed below:

1. Whether the proposed zoning change implements the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans.

The proposed zone change to Single-Family Residential District (R-2) and Single-Family Residential District (R-6) implements the policies of the adopted Comprehensive Plan. The Comprehensive Plan designates this area as Complete Neighborhood in the Future Land Use Plan. Complete Neighborhood is intended for a mixture of housing types with supporting land uses that include locally serving commercial and retail.

The proposed single-family zoning districts would provide for two housing types that are the same density as the residential developments to the east of the subject property, and less dense than the Homestead PDD to the northwest, west, and southwest of the subject property.

2. Whether the proposed zoning change promotes the health, safety, and general welfare of the City.

As part of promoting the health, safety, and welfare, the City should encourage development compatible with surrounding uses, utilizing standards and transitional uses to alleviate negative impacts. The dimensional requirements for Single-Family Residential District (R-2) and Single-Family Residential District (R-6), as listed in UDC Section 21.5.7.A, are compatible within the immediate area of the subject property.

The Homestead PDD to the northwest, west, and southwest of the subject property allows for single-family residential with a minimum lot width and depth of 55 by 120 and 65 by 120, and allows for townhomes. To the east of the subject property, there is a Single-Family Residential District (R-2) zoned parcel that requires the same dimensional and development standards as proposed within 22 acres of the proposed zone change. Since the proposed zoning districts require similar dimensional and development standards as the existing zoning districts in the immediate area, the proposed zone change promotes the general welfare of the community by being compatible and consistent with the surrounding area.

A traffic summary was provided by the applicant as part of the zone change application. The engineering department reviewed the traffic summary and concluded that the proposed residential zoning district is less intense in use than the existing General Business District (GB) zoning and would not increase traffic.

3. Whether the uses permitted by the proposed change will be consistent and appropriate with existing uses in the immediate area;

The permitted uses within Single-Family Residential District (R-2) and Single-Family Residential District (R-6), as listed in UDC Section 21.5.8, are compatible with the existing and proposed uses of the immediate area. The permitted uses include single-family detached residential, schools, parks and playgrounds, and municipal uses by right; a cohesive list can be found in the permitted use table under UDC Section 21.5.8.

To the north west of the subject property is the proposed Unit 7 of the Homestead PDD, which permits for single-family and lower-density multifamily. Additionally, to the southwest of the subject property, Unit 13 of the Homestead PDD permits lower-density multifamily residential at 12 units per acre. To the east of the subject property, the property is zoned Single-Family Residential District (R-2) and allows for the same permitted uses as the subject property does. The permitted uses in the proposed zoning districts of the subject property are consistent with the existing uses permitted in the immediate area.

4. Whether other factors are deemed relevant and important in the consideration of the amendment.

Staff has ensured all UDC requirements have been met for the proposed zone change application. A public hearing notice was mailed to SCUC ISD. The most recent demographic reports and forecasting reports are available as part of the staff report.

The City of Schertz Fire, EMS, and Police Departments have all reviewed the proposed zone change. The Fire and Police Departments did not have any specific concerns. EMS did not have a specific concern about the zone change request, but did note that an increase in the population will increase call volumes, which will require more efforts to cover the added call volumes.

RECOMMENDATION

Staff Recommendation:

Due to the proposed zone change implementing the policies of the Comprehensive Plan- Future Land Use Map, and compatibility with the uses in the immediate area, Staff recommends approval of Ordinance 26-S-001.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission held a public hearing for the item on December 3, 2025, and made a recommendation of approval to the City Council with a unanimous vote.

Attachments

Ord.26-S-001 With Attachments
Aerial Exhibit
Notification Map
Public Hearing Responses
Zoning Split- Applicant Exhibit
City Council Presentation Slides

ORDINANCE NO. 26-S-001

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, TO REZONE APPROXIMATELY 44 ACRES OF LAND FROM GENERAL BUSINESS DISTRICT (GB) TO APPROXIMATELY 22 ACRES AS SINGLE-FAMILY RESIDENTIAL DISTRICT (R-2) AND APPROXIMATELY 22 ACRES AS SINGLE-FAMILY RESIDENTIAL DISTRICT (R-6), GENERALLY LOCATED APPROXIMATELY 1,412 FEET WEST OF THE INTERSECTION OF ECKHARDT ROAD AND GREEN VALLEY ROAD, ALSO KNOWN AS GUADALUPE PROPERTY IDENTIFICATION NUMBERS 67959 AND 64006, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.

WHEREAS, an application to rezone approximately 44 acres of land from General Business District (GB) to approximately 22 acres as Single-Family Residential District (R-2) and approximately 22 acres as Single-Family Residential District (R-6) also known as Guadalupe Property Identification Numbers 6759 and 64006, more specifically described in the Exhibit A and Exhibit B attached herein (herein, the “Property”) has been filed with the City; and

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

WHEREAS, on December 3, 2025, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested zoning; and

WHEREAS, on January 6, 2026, the City Council conducted a public hearing and, after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property, as shown and more particularly described in the attached Exhibit A and Exhibit B, approximately 44 acres is hereby zoned to approximately 22 acres as Single-Family Residential District (R-2) and approximately 22 acres as Single-Family Residential District (R-6).

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

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

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

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

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

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

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

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

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

PASSED, APPROVED and ADOPTED on this ____ day of _____ 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"

Property Description: Legal Metes and Bounds

Exhibit "A" : Legal Metes and Bounds

1856 Lockhill-Seima, Suite 105
San Antonio, Texas 78213
www.mavericklsc.com

Maverick
Land Surveying Co.

TBPLS Firm No. 10132700
Phone (210) 342-9455
Fax (210) 342-9524

September 9, 2025

MLS Co. Job No. 59422-0001

Page 1 of 4

STATE OF TEXAS
COUNTY OF GUADALUPE

**21.917 ACRE TRACT
OUT OF A 43.398 ACRE TRACT,
CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS**

DESCRIPTION of a 21.917 acre tract being the western portion of a 43.398 acre tract of land within the City of Schertz, Guadalupe County, Texas, out of the Pedro San Miguel Survey No. 256, Abstract 227 and the Carrol M. Gahagan Jr. Survey No. 258, Abstract 142, said 43.398 acre tract surveyed on the ground June 24, 2025 and is comprised of Tract 1 and Tract 2 as described in executor's deed to Ruby F. Schwab, Trustee of the Schwab Credit Trust executed December 6, 2016 and recorded in Document 2016027396, of the Official Public Records of Guadalupe County, Texas, together with all the land indicated in the boundary line agreement and special warranty deed between ILF N-T Owner, LP and Ruby F. Schwab, executed August 27, 2019 and recorded in Document 201999020560, said Official Public Records, together with the portion of the 30 foot wide lane and flare corner tract described in the quitclaim deed to Ruby F. Schwab and Ruby Schwab as the Trustee of the Schwab Credit Trust, dated March 25, 2025 and recorded in Document 202599007629, said Official Public Records, in all said 21.917 acre tract of land being more particularly described as follows:

BEGINNING at a ½ inch iron rod found on the east line of Lot 905, Block 27, according to the plat of HOMESTEAD SUBDIVISION UNIT 8, recorded in Volume 10, Pages 44-47, of the Guadalupe County Plat Records, at the common south corner of a residual portion of a 522.18 acre tract of land conveyed to ILF N-T Owner, LP by deed with an effective date of December 16, 2024 and recorded in Document 2014022581, said Official Public Records and the west corner of said Tract 1, also being the west corner and POINT OF BEGINNING of this tract of land,

THENCE departing the east line of said Lot 905, along the common southeast line of the residual portion of said 522.18 acre tract and northwest line of said Tract 1, North 59° 29' 17" East, at 865.39 feet pass a ½ inch iron rod found at the southwest corner of Schwab Road (an 86 foot wide right-of-way according to the plat of HOMESTEAD SUBDIVISION UNIT 7A recorded in Volume 10, Pages 34-37, said Plat Records), in all a distance of 910.37 feet to the north corner of this tract, same being at the beginning of a non-tangent curve to the right whose radius point bears South 42° 47' 46" West, 1,500.00 feet and whose chord bearing and distance is South 38° 42' 50" East, 442.91 feet,

Exhibit "A" : Legal Metes and Bounds

THENCE departing the southeast line of Schwab Road, across said Tract 1 and with the arc of said curve through a central angle of $16^{\circ} 58' 47''$, an arc length of 444.53 feet to a point of tangency,

THENCE continuing across said Tract 1, South $30^{\circ} 13' 26''$ East, 489.63 feet to a point on the common northwest line of a County Road described in Volume 352, Page 58, of the Guadalupe County Deed Records and further described as a tract retained by Guadalupe County in quitclaim deed recorded in said Document 202599007629, and the southeast line of said Tract 1 for the east corner of this tract,

THENCE along the common northwest line of said County Road and southeast line of said Tract 1, South $59^{\circ} 18' 58''$ West, 15.32 feet to a $\frac{1}{2}$ inch iron rod set with MLS Co cap at the common north corner of the 30 foot wide lane and flare corner tract described in said quitclaim deed, the west corner of said County Road retained by Guadalupe County and an interior corner of this tract,

THENCE departing the southeast line of said Tract 1, crossing said 30 foot wide lane, South $28^{\circ} 55' 09''$ East, 53.21 feet to a $\frac{1}{2}$ inch iron rod found in the northeast line of another residual portion of said 522.18 acre tract, at the common eastern terminus of said flare corner tract, the northeast corner of said 522.18 acre tract and an exterior corner of this tract,

THENCE North $85^{\circ} 09' 16''$ West, 40.13 feet to a $\frac{1}{2}$ inch iron rod found on the southeast line of said 30 foot wide lane, at the common western terminus of said flare corner tract, the northwest corner of said 522.18 acre tract, and an interior corner of this tract,

THENCE along the northwest line of said 522.18 acre tract and the southeast line of said 30 foot wide lane and flare corner tract, South $59^{\circ} 17' 58''$ West, at 922.16 feet pass a $\frac{1}{2}$ inch iron rod found at the east corner of said Tract 2, in all a distance of 1,007.88 feet to a 60-d nail found at the common interior corner of said 522.18 acre tract, the south corner of said Tract 2 and the south corner of this tract,

THENCE along the northeast line of said 522.18 acre tract, North $30^{\circ} 36' 09''$ West, 351.74 feet to a 60-d nail found at the common interior corner of said 522.18 acre tract, the west corner of said Tract 2, and an exterior corner of this tract,

THENCE continuing along the northeast line of said 522.18 acre tract, North $59^{\circ} 49' 41''$ East, 87.00 feet to a $\frac{1}{2}$ inch iron rod found on the southwest line of said Tract 1, at an exterior corner of said 522.18 acre tract, the north corner of said tract 2, and an interior corner of this tract,

THENCE continuing along the northeast line of said 522.18 acre tract, North $30^{\circ} 31' 28''$ West, at 260.72 feet pass a $\frac{1}{2}$ inch iron rod found at the east corner of Lot 905, Block 27, according

Exhibit "A" : Legal Metes and Bounds

to the plat of HOMESTEAD SUBDIVISION UNIT 8, recorded in Volume 10, Pages 44-47 of the Guadalupe County Plat Records, in all a distance of 610.10 feet to the POINT OF BEGINNING.

CONTAINING in all 954,704 square feet or 21.917 acres of land, more or less. The Bearings are based on NAD83 Texas State Plane Coordinate System Zone 4204. An exhibit of herein described tract is found on page 4 of 4.



MAVERICK LAND SURVEYING CO.

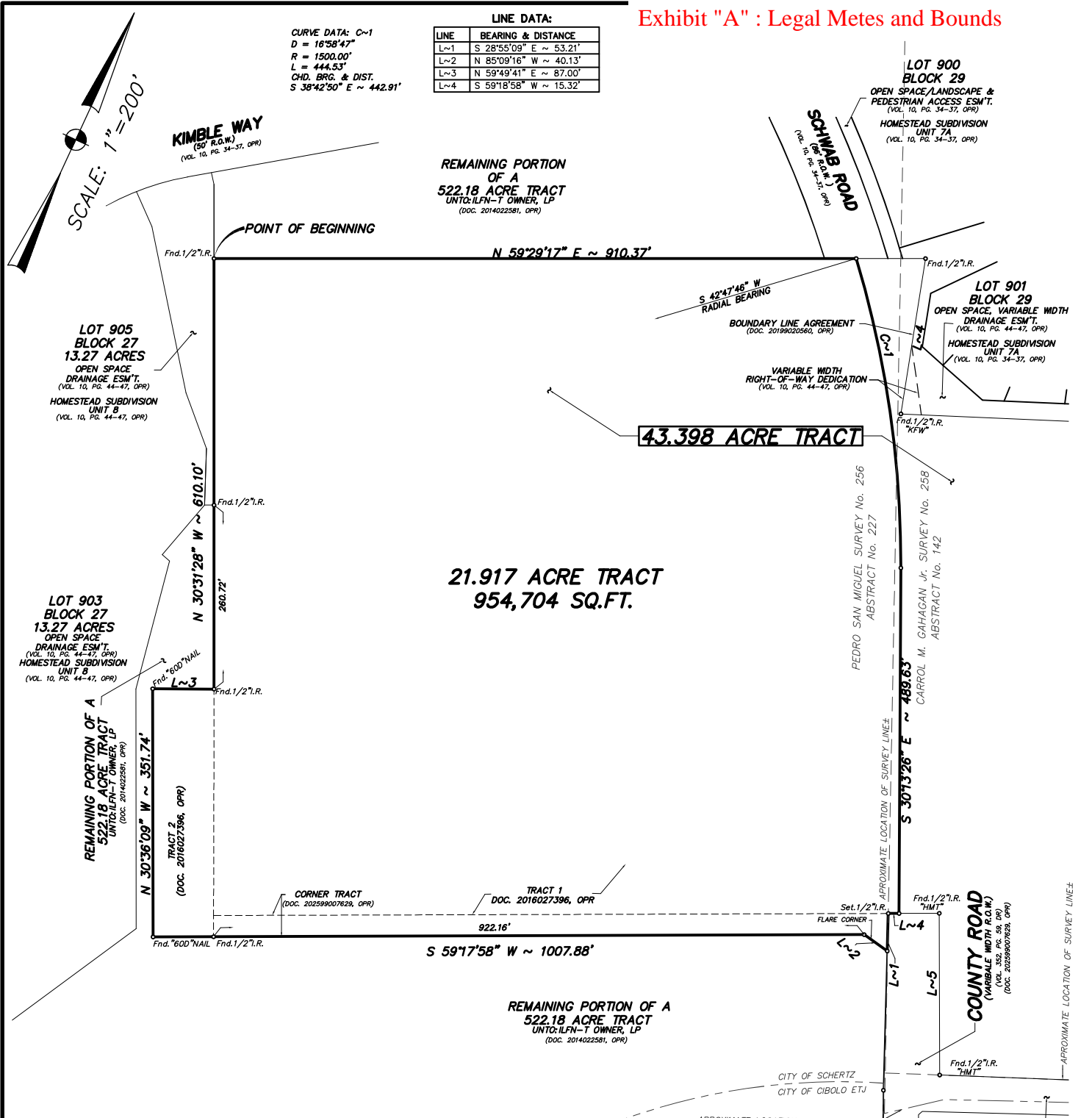
Jacob W. Oder, R.P.L.S. Texas No. 5846

Exhibit "A" : Legal Metes and Bounds

LINE DATA:

LINE	BEARING & DISTANCE
L~1	S 28°55'09" E ~ 53.21'
L~2	N 85°09'16" W ~ 40.13'
L~3	N 59°49'41" E ~ 87.00'
L~4	S 59°18'58" W ~ 15.32'

CURVE DATA: C~1
 D = 16°58'47"
 R = 1500.00'
 L = 444.53'
 CHD. BRG. & DIST.
 S 38°42'50" E ~ 442.91'



REMAINING PORTION OF A
 522.18 ACRE TRACT
 UNTO:ILFN-T OWNER, LP
 (DOC. 2014022581, OPR)

43.398 ACRE TRACT

21.917 ACRE TRACT
 954,704 SQ.FT.

DEED REFERENCE: OFFICIAL PUBLIC RECORDS (OPR)
 UNTO: RUBY F. SCHWAB, TRUSTEE OF THE SCHWAB CREDIT TRUST
 DOC. 2016027396 DATE SEP. 10, 2019

EXHIBIT OF:
 A 21.917 ACRES TRACT
 OUT OF
 A 43.398 ACRE TRACT

CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS



ZONING EXHIBIT

Maverick
 Land Surveying Co.
 1856 Lockhill-Selma, Suite 105
 San Antonio, Texas 78213
 PH. 210-342-9455
 FAX 210-342-9524
 © 1990-2018, Maverick Land Surveying Co.
 TBPELS FIRM No. 10132700
 MLS JOB No. 59422-0001
 DATE: SEPT.9, 2025 PAGE 4 OF 4

Exhibit "A" : Legal Metes and Bounds

1856 Lockhill-Selma, Suite 105
San Antonio, Texas 78213
www.mavericklsc.com

Maverick
Land Surveying Co.

TBPLS Firm No. 10132700
Phone (210) 342-9455
Fax (210) 342-9524

September 9, 2025
MLS Co. Job No. 59422-0001
Page 1 of 3

STATE OF TEXAS
COUNTY OF GUADALUPE

**21.481 ACRE TRACT
OUT OF A 43.398 ACRE TRACT
CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS**

DESCRIPTION of a 21.481 acre tract being the eastern portion of a 43.398 acre tract of land within the City of Schertz, Guadalupe County, Texas, out of the Pedro San Miguel Survey No. 256, Abstract 227 and the Carrol M. Gahagan Jr. Survey No. 258, Abstract 142, said 43.398 acre tract surveyed on the ground June 24, 2025 and is comprised of Tract 1 and Tract 2 as described in executor's deed to Ruby F. Schwab, Trustee of the Schwab Credit Trust executed December 6, 2016 and recorded in Document 2016027396, of the Official Public Records of Guadalupe County, Texas, together with all the land indicated in the boundary line agreement and special warranty deed between ILF N-T Owner, LP and Ruby F. Schwab, executed August 27, 2019 and recorded in Document 201999020560, said Official Public Records, together with the portion of the 30 foot wide lane and flare corner tract described in the quitclaim deed to Ruby F. Schwab and Ruby Schwab as the Trustee of the Schwab Credit Trust, dated March 25, 2025 and recorded in Document 202599007629, said Official Public Records, in all said 21.481 acre tract of land being more particularly described as follows:

BEGINNING at a ½ inch iron rod found with HMT cap on the current northwest right-of-way line of Green Valley Road (also known as County Road 376, a varying width right-of-way as confirmed on the ground) at the common east corner of said Tract 1, the south corner of a 44.36 acre tract of land conveyed to Mustang Oaks, LLC by deed dated January 10, 2023 and recorded in Volume 202399000734, said Official Public Records, and east corner and POINT OF BEGINNING of this tract of land,

THENCE along the current northwest right-of-way line of said Green Valley Road, South 61° 39' 02" West, 911.29 feet to a ½ inch iron rod found with HMT cap on the northeast line of a County Road described in Volume 352, Page 58, of the Guadalupe County Deed Records and further described as a tract retained by Guadalupe County in quitclaim deed recorded in said Document 202599007629, also being the southeast corner of said Tract 1 and an exterior corner of this tract,

THENCE North 30° 39' 30" West, 229.12 feet to a ½ inch iron rod found with HMT cap at the north corner of said County Road, also being at an interior corner of said Tract 1 and an interior corner of this tract,

Exhibit "A" : Legal Metes and Bounds

THENCE along the common northwest line of said County Road and southeast line of said Tract 1, South 59° 18' 58" West, 56.99 feet to the southwest corner of this tract,

THENCE departing said common line and across said Tract 1, North 30° 13' 26" West, 489.63 feet to the beginning of a tangent curve to the left having a radius of 1,500.00 feet and a chord bearing and distance of North 38° 42' 50" West, 442.91 feet,

THENCE continuing across said Tract 1 and with the arc of said curve through a central angle of 16° 58' 47", an arc length of 444.53 feet to the northwest corner of this tract, same being on the common northwest line of said Tract 1 and the southeast line of Schwab Road (an 86 foot wide right-of-way according to the plat of HOMESTEAD SUBDIVISION UNIT 7A recorded in Volume 10, Pages 34-37, said Plat Records),

THENCE North 59° 29' 17" East, 98.19 feet, along the southeast lines of said Schwab Road and HOMESTEAD SUBDIVISION UNIT 7A, to a ½ inch iron rod found at the northern corner of the boundary line agreement tract described in said Document 201999020560, also being at the common a north corner of said Tract 1 and the north corner of this tract,

THENCE South 21° 30' 31" East, 222.88 feet to a ½ inch iron rod found with KFW cap at the common southern corner of said boundary line agreement tract, the south corner of said HOMESTEAD SUBDIVISION UNIT 7A, an interior corner of said Tract 1, and an interior corner of this tract,

THENCE North 62° 01' 46" East, 445.30 feet to a ½ inch iron rod found with KFW cap at the common southeast corner of said HOMESTEAD SUBDIVISION UNIT 7A, the southwest corner of a 95.34 acre tract of land described in Volume 1654, Page 902, said Official Public Records, an exterior corner of said Tract 1 and an exterior corner of this tract,

THENCE North 62° 49' 49" East, 602.13 feet to a ½ inch iron rod found with no identifying cap on the southwest line of said 44.36 acre tract, at the common southeast corner of said 95.34 acre tract, the north corner of said Tract 1, and the north corner of this tract,

THENCE along the southwest line of said 44.36 acre tract, South 25° 30' 06" East, 919.86 feet to the POINT OF BEGINNING.

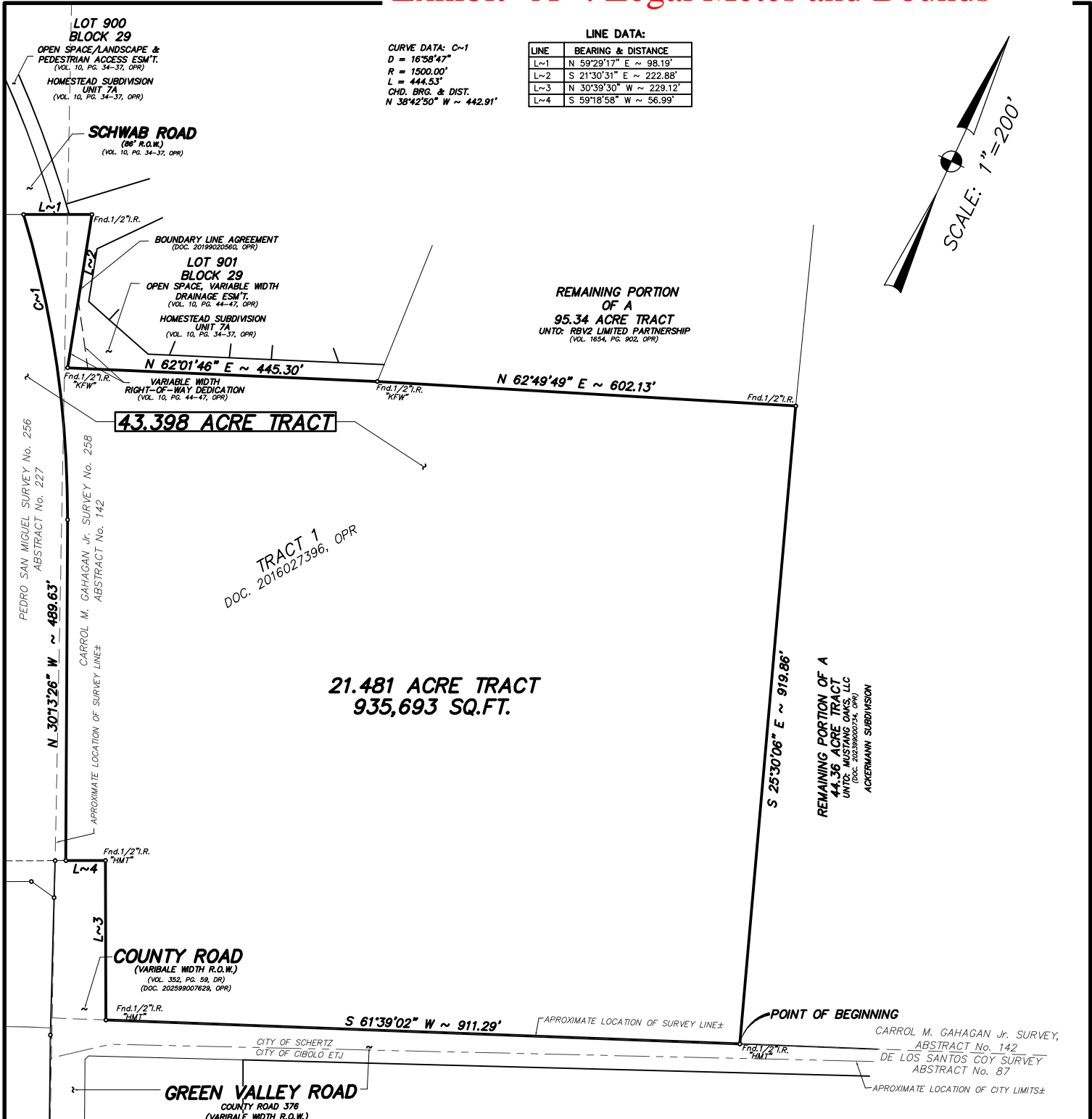
CONTAINING in all 935,693 square feet or 21.481 acres of land, more or less. The Bearings are based on NAD83 Texas State Plane Coordinate System Zone 4204. An exhibit of herein described tract is found on page 3 of 3.



MAVERICK LAND SURVEYING CO.

Jacob W. Oder, R.P.L.S. Texas No. 5846

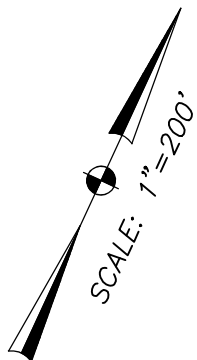
Exhibit "A" : Legal Metes and Bounds



LINE DATA:

LINE	BEARING & DISTANCE
L~1	N 59°29'17" E ~ 98.19'
L~2	S 21°30'31" E ~ 222.88'
L~3	N 30°39'30" W ~ 229.12'
L~4	S 59°18'58" W ~ 56.99'

CURVE DATA: C~1
D = 16°58'47"
R = 1500.00'
L = 444.53'
CHD. BRG. & DIST.
N 38°42'50" W ~ 442.91'



DEED REFERENCE: OFFICIAL PUBLIC RECORDS (OPR)
UNTO: RUBY F. SCHWAB, TRUSTEE OF THE SCHWAB CREDIT TRUST
DOC. 2016027396 DATE SEP. 10, 2019

EXHIBIT OF:

**A 21.481 ACRE TRACT
OUT OF
A 43.398 ACRE TRACT**

CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS



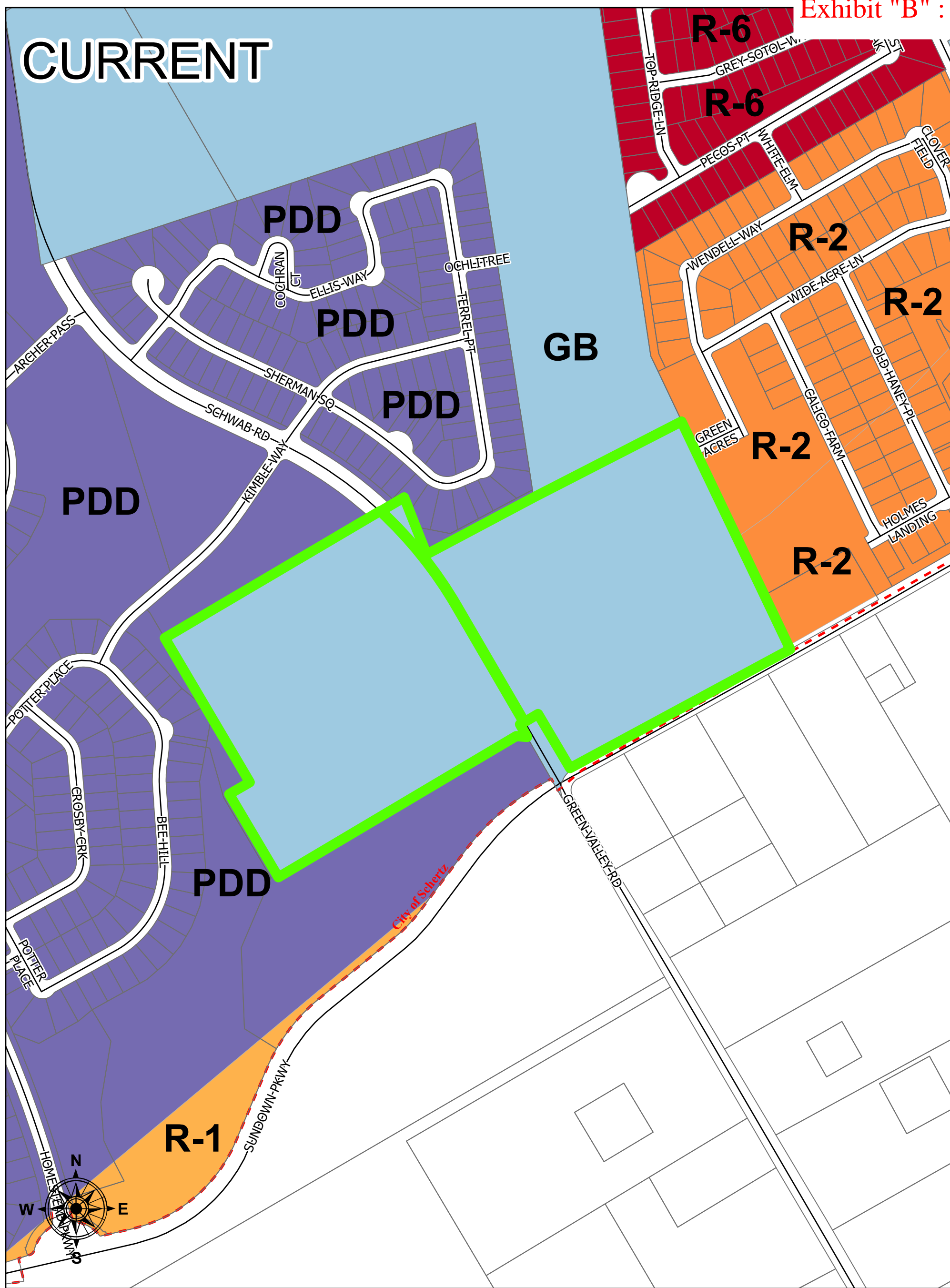
ZONING EXHIBIT

Maverick Land Surveying Co.
1856 Lockhill-Selma, Suite 105
San Antonio, Texas 78213
PH. 210-342-9455
FAX 210-342-9524

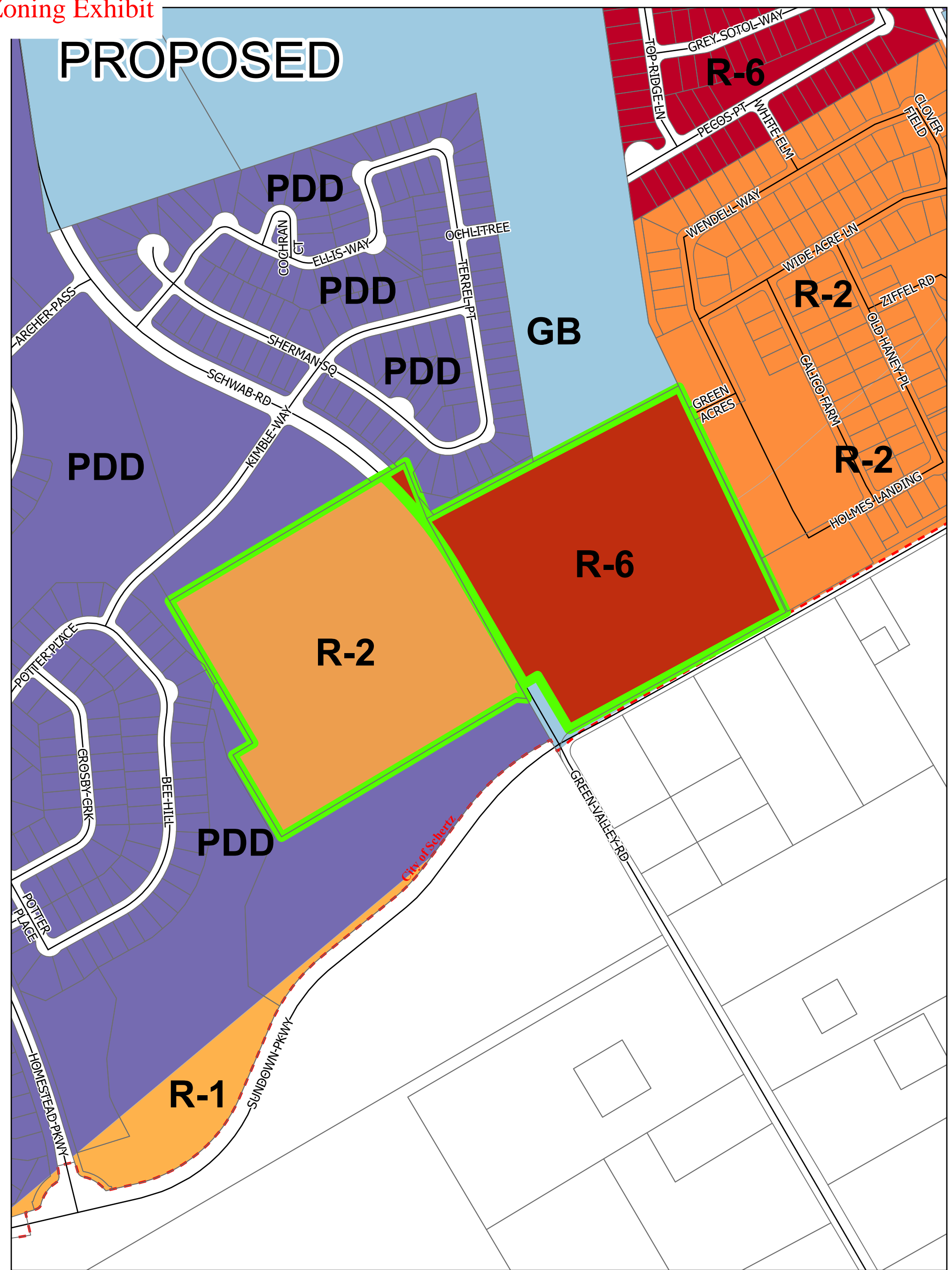
© 1990-2025, Maverick Land Surveying Co.
TBPELS FIRM No. 10132700
MLS JOB No. 59422-0001
DATE: SEPT. 9, 2025 PAGE 3 OF 3

Exhibit "B"
Zoning Exhibit

CURRENT



PROPOSED



Last Update: Oct 10, 2025

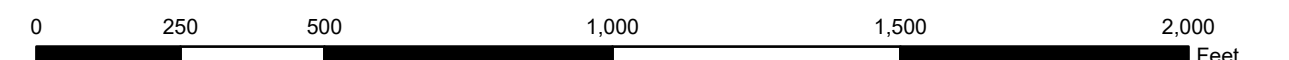
City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

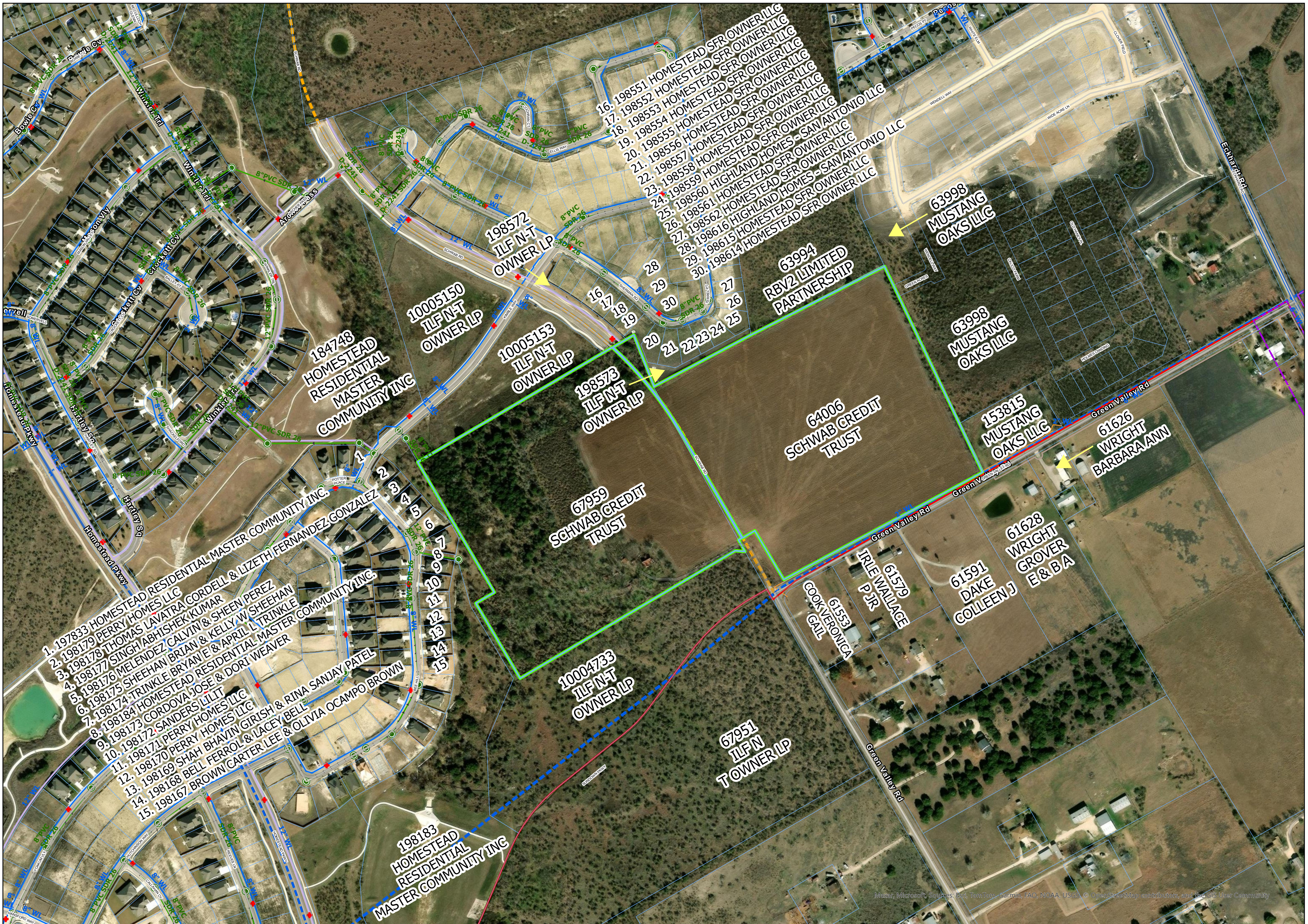
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

PROPOSED ZONE CHANGE

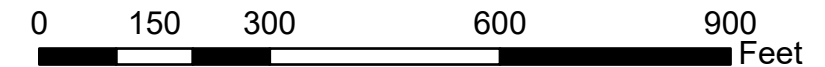
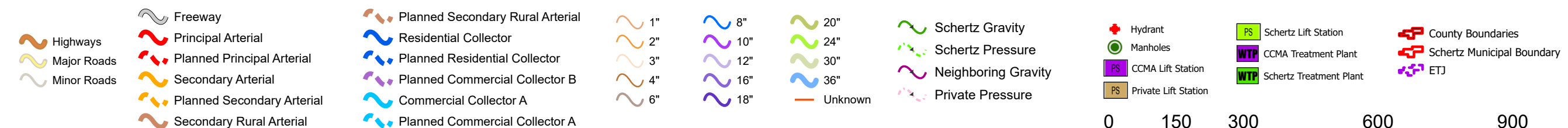
GUADALUPE COUNTY
PARCEL IDs:
67959 & 64006

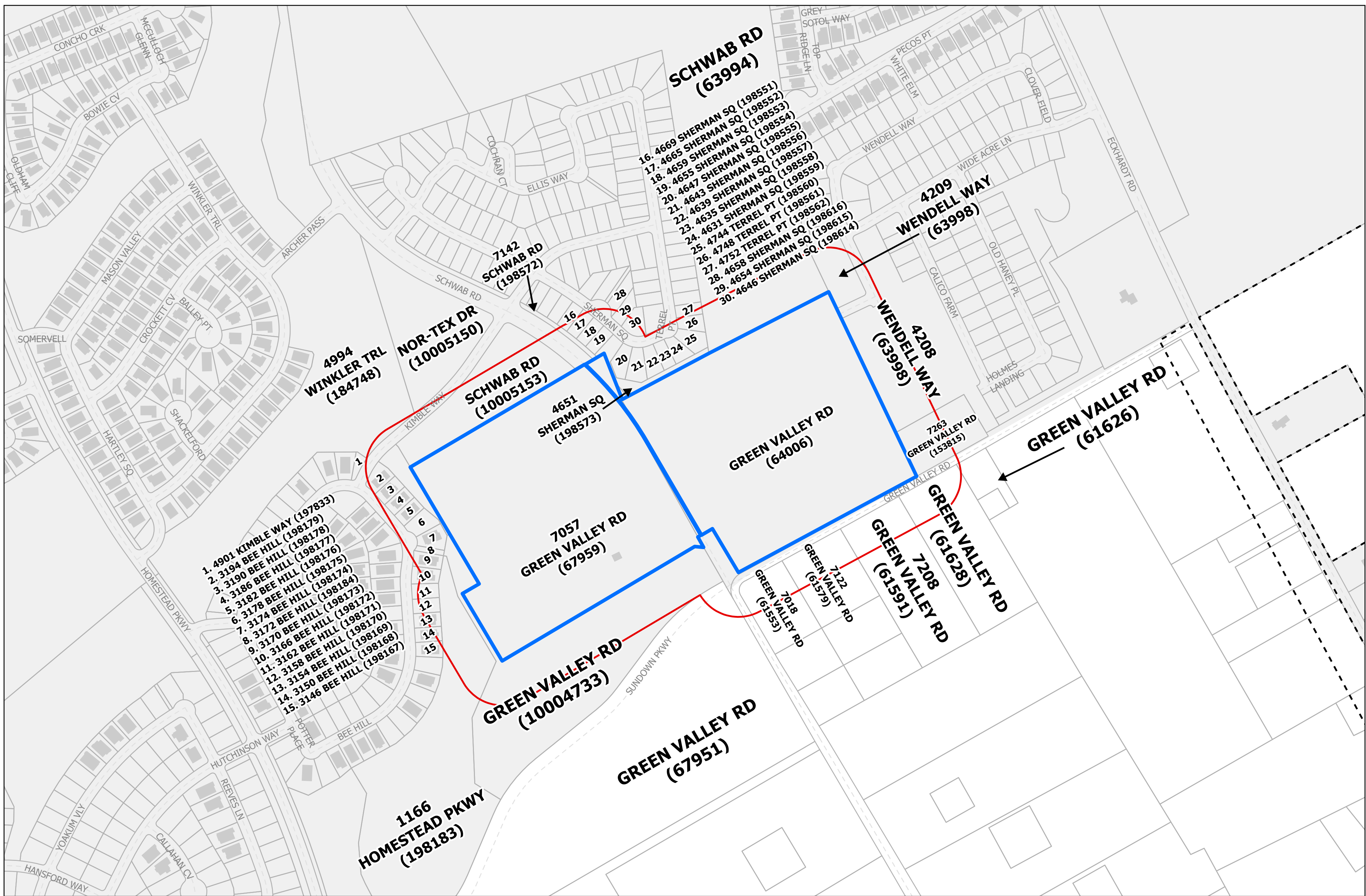
Zoning District	
	(PRE) Pre-Development
	(PDD) Planned Development
	(PUB) Public Use
	(R-A) Single-Family Residential/Agricultural
	(R-1) Single-Family Residential
	(R-2) Single-Family Residential
	(R-3) Two-Family Residential
	(R-4) Apartment/Multi-Family Residential
	(R-6) Single-family Residential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




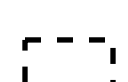
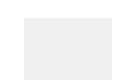



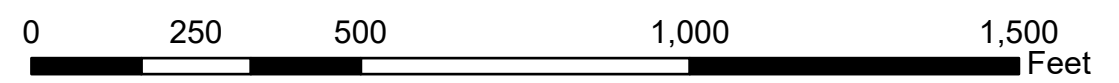
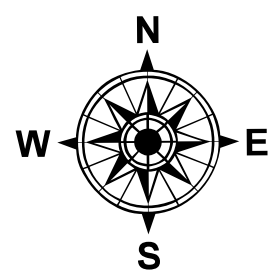
PARCEL IDs:
67959 & 64006





Parcel IDs:
67959 & 64006

-  Project Boundary
-  Schertz ETJ Boundary
-  City Limits
-  200' Buffer



From:
Sent: Friday, November 21, 2025 4:45 PM
To: planning
Subject: PLZC20250240
Attachments: Document_2025-11-21_163444.pdf

Good afternoon,

Attached please find my response to the latest zone change request, item#PLZC20250240.

My family strongly opposes building new single family homes in the area due to ongoing water shortage, traffic congestion and decreasing home values .

My home has lost almost \$70000 in value since we purchased it last year.

Moreover, there are newly built homes sitting vacant in homestead for over a year, and the builders keep building more. This needs to stop.

Thank you,
Lilit Sanders
3166 Bee Hill
Schertz, TX 78108

NOTICE OF PUBLIC HEARING

November 19, 2025

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on Wednesday, December 3rd, 2025 at 6:00 p.m. located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and act upon the following item:

PLZC20250240 - Hold a public hearing and make a recommendation on a zone change request for approximately 44 acres of land from General Business District (GB) to approximately 22 acres as Single-Family Residential District (R-2) and approximately 22 acres as Single-Family Residential District (R-6), generally located approximately 1,412 feet west of the intersection of Eckhardt Road and Green Valley Road, also known as Guadalupe Property Identification Number 67959 and 64006, City of Schertz, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Daisy Marquez, Senior Planner at 1400 Schertz Parkway, Bldg. 1, Schertz, Texas 78154, or by e-mail planning@schertz.com. If you have any questions, please feel free to call Daisy Marquez, Planner directly at (210) 619-1782.

Sincerely,

[Handwritten signature]

Daisy Marquez
Senior Planner

Reply Form:

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

I am: in favor of [] opposed to [X] neutral to [] the request for PLZC20250240

COMMENTS: Our water bill is getting higher, home values decrease

NAME: Lilit Sanders (PLEASE PRINT) SIGNATURE Sanders

STREET ADDRESS: 3166 Bee Hill, Schertz TX 78108

DATE: 21 Nov 2025

From: L Dawkins
Sent: Monday, November 24, 2025 8:57 AM
To: planning
Subject: Public hearing notice -PLZC20250240

Hi Daisy,

Please find my signed form showing that I am in favor of the planned Zoning Change - PLZC20250240 below.

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING


November 19, 2025

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, December 3rd, 2025 at 5:00 p.m.**, located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and act upon the following item:

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Sincerely,

Daisy Marquez
Senior Planner

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I am: in favor of opposed to neutral to the request for PLZC20250240

COMMENTS: I am in favor of this request.

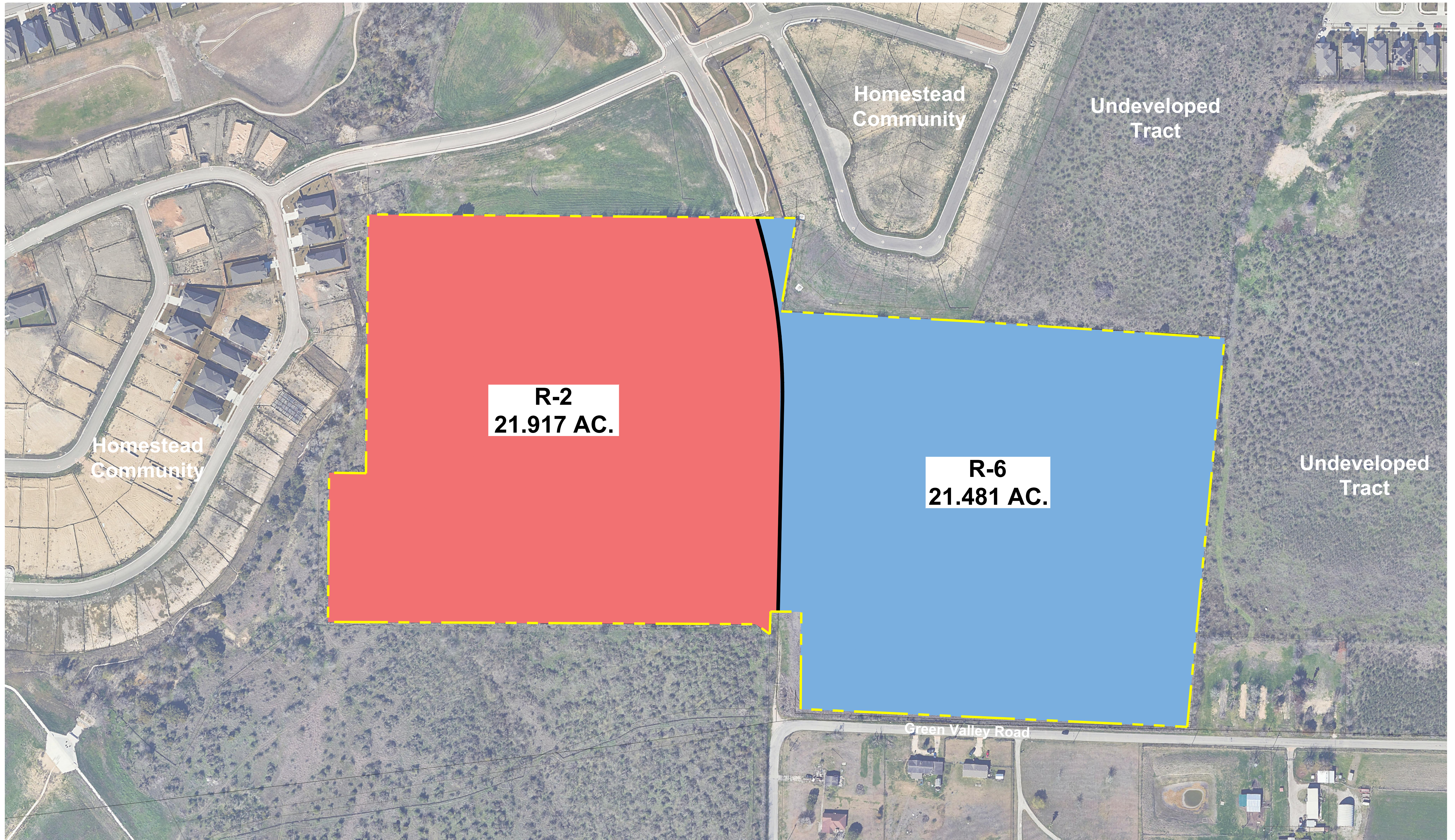
NAME: Ruby F. Schwab SIGNATURE Ruby F. Schwab
(PLEASE PRINT)

STREET ADDRESS: 1288 N. Business IH 35 New Braunfels, TX 78130

DATE: 11-21-2025

1400 Schertz Parkway • Schertz, Texas 78154 • 210.619.1000 • schertz.com

Thank you,
Ruby F Schwab

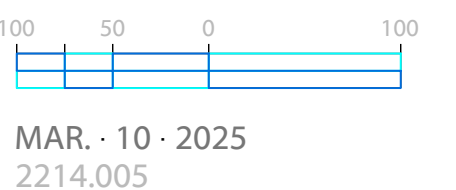


(Aerial Imagery: circa December 2023)
(Contour Interval: 1')

SCHERTZ RESIDENTIAL

PROPOSED ZONING CHANGE

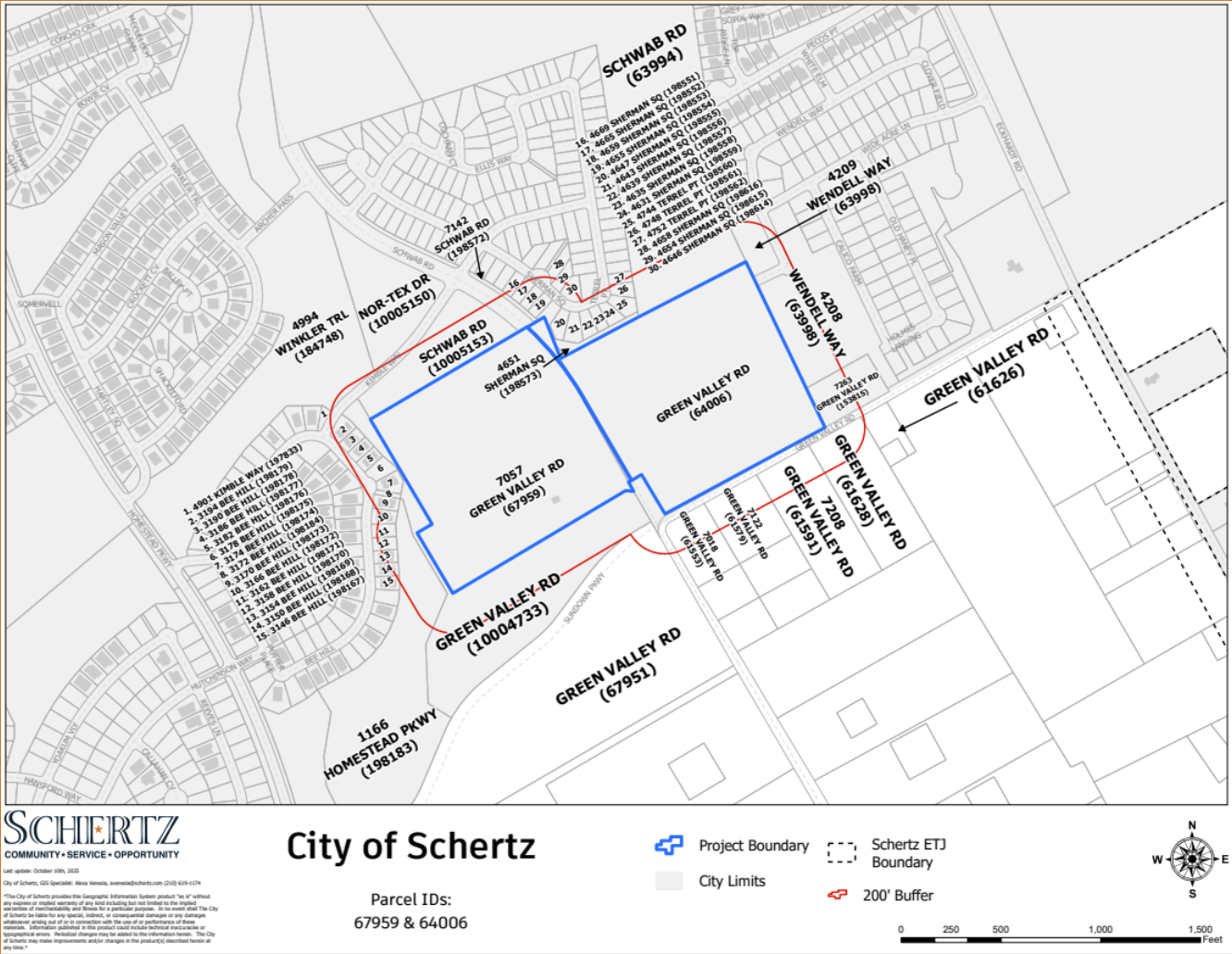
Shertz, Texas



Ord. 26-S-001

Rezone request for 44 acres R-2 and R-6

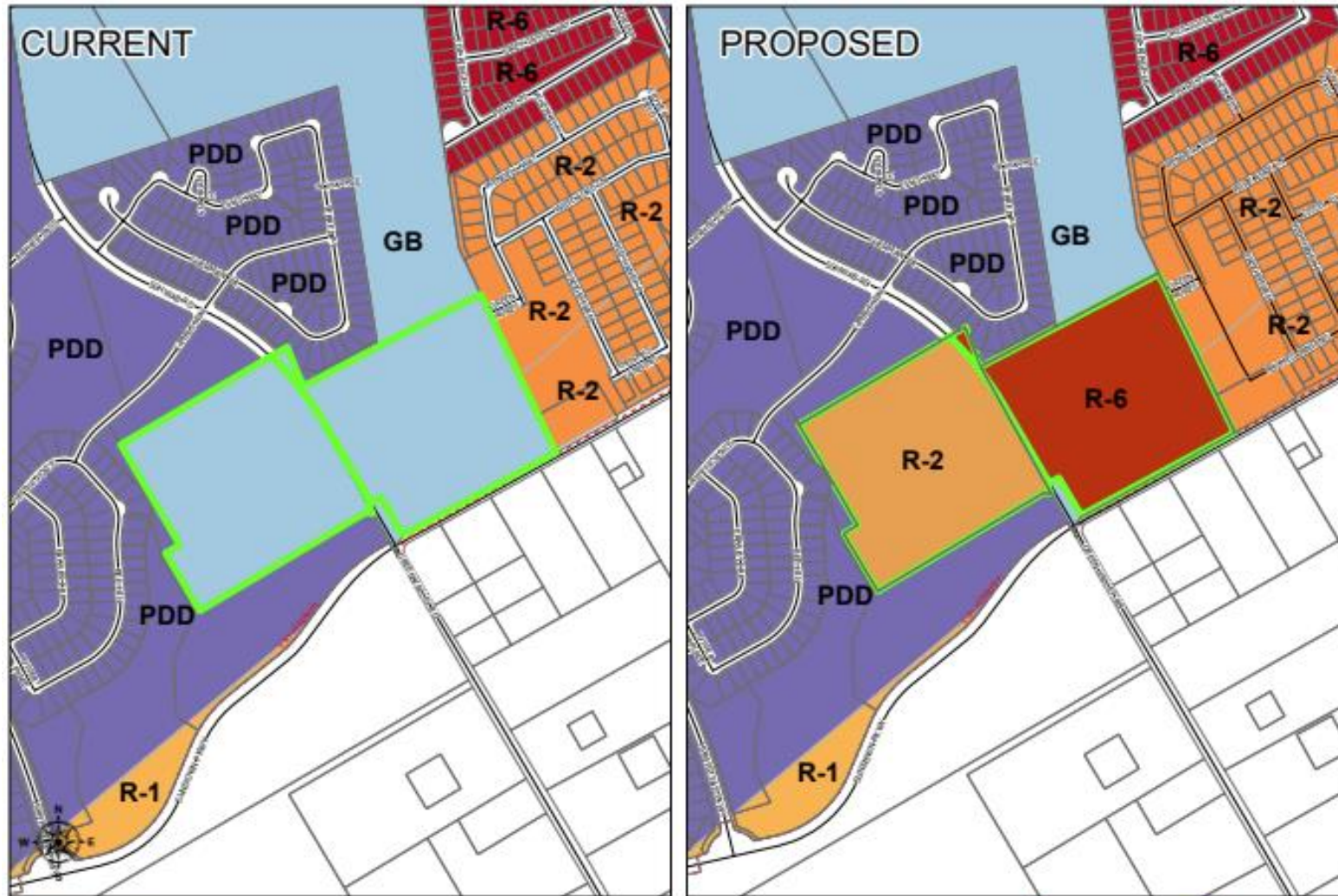
Daisy Marquez | Senior Planner



- 47 Public notices were sent on 11.19.2025
- As of today
 - (1) in Favor
 - (0) Neutral to
 - (1) in Opposition
- A public hearing notice to be published in the “San Antonio Express” prior to the City Council Hearing
- SCUCISD was notified of the request
- 2 (Two) signs were placed on the property
- 12.3.2025 P&Z Commission



Zone Change Request



- 44 acres total
 - 22 acres R-2
 - 22 Acres R-6

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

Last Update: Oct 10, 2025

City of Schertz, GIS Specialist, Alexa Vreccia, alexav@schertz.com (210) 819-1156

This product is for informational purposes and may not have been prepared for or is suitable for legal engineering, or engineering purposes. It does not represent an independent survey and does not constitute the appropriate relation to adjoining boundaries.

PROPOSED ZONE CHANGE

GUADALUPE COUNTY
PARCEL IDs:
67959 & 64006

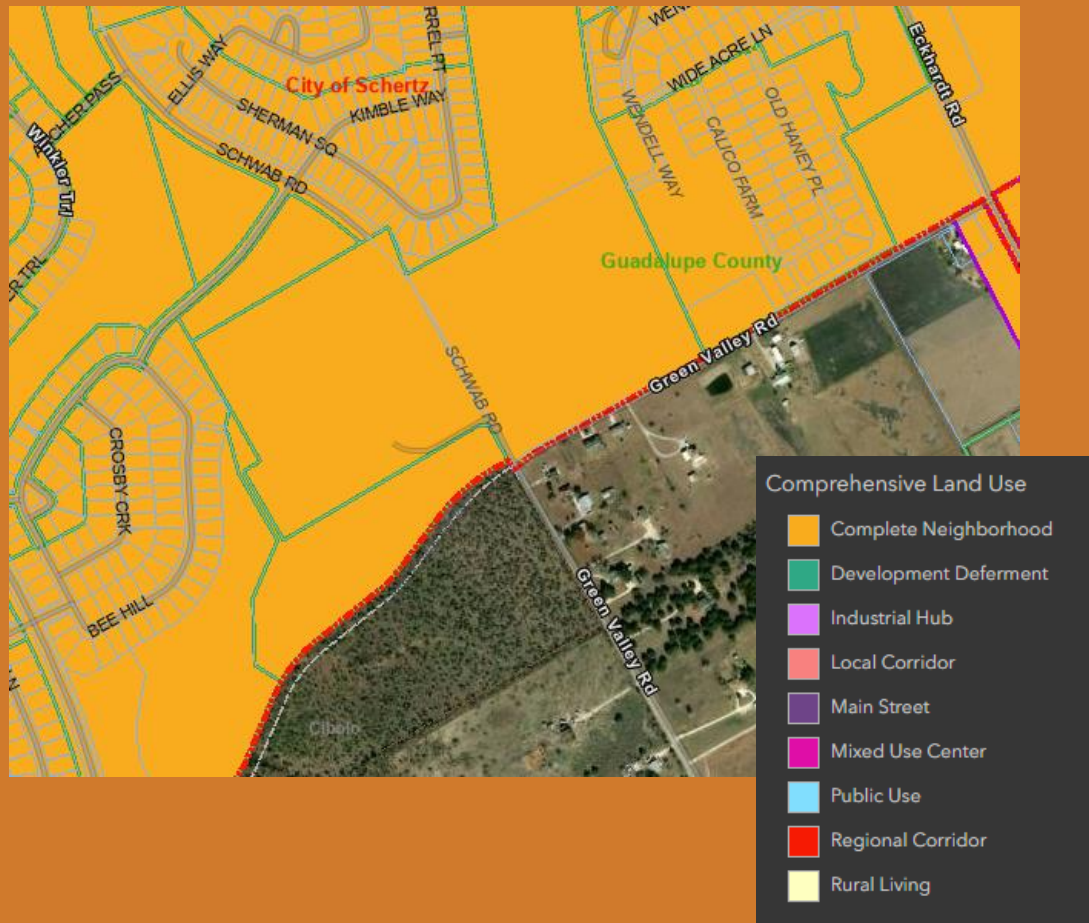


SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

	Existing	Proposed	Proposed
	General Business District (GB)	Single Family Residential (R-2)	Single Family Residential (R-6)
Permitted Uses (UDC Section 21.5.8)	<ul style="list-style-type: none"> • Art Gallery, Schools, Automobile Parts Sales, Government Facilities, Hotel, Professional Offices, Tavern, Veterinarian * Not a comprehensive list 	<ul style="list-style-type: none"> • Gated Community • One-Family Dwelling • Park/ Playground 	<ul style="list-style-type: none"> • Gated Community • One-Family Dwelling • Park/ Playground
Area Square Feet	10,000	8,400	7,200
Width & Depth	100 X 100	70 x 120	60 X 120
Setbacks, Adj. Non-Residential	Front: 25' Side: Adj. to Res. 25' 0' Rear: Adj to Res. 25' 0'	Front: 25' Side: 10' Rear: 20'	Front: 25' Side: 10' Rear: 20'
Maximum Height	120'	35'	35'
Maximum Impervious Coverage	80%	50%	50%

UDC SECTION 21.5.4.D Criteria for Approval

1. Whether the proposed zoning change implements the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans.



- Complete Neighborhood Land Use Designation
 - Different housing types
 - Local neighborhood commercial
 - Supporting uses
- Proposed R-2 and R-6 are similar to the existing uses and zoning in the area
 - Implements the policies and intent of the Future Land Use Designation

UDC SECTION 21.5.4.D Criteria for Approval

2. Whether the proposed zoning change promotes the health, safety, and general welfare of the City.



- Dimensional and Development Requirements for R-2 (70'x120') and R-6 (60'X120') are compatible with the immediate area.
- Homestead PDD:
 - 55'X120'
 - 65'X120'
 - Townhome
- Ackermann Subdivision
- Traffic Summary:
 - The proposed residential zoning is less intense than the existing zoning

UDC SECTION 21.5.4.D Criteria for Approval

3. Whether the uses permitted by the proposed change will be consistent and appropriate with existing uses in the immediate area;



- Single-Family Residential District
 - single-family detached residential, schools, parks and playgrounds, and municipal uses by right
- Homestead PDD:
 - Single-Family Residential
 - Lower density Multifamily (townhomes)
 - 12 units per acre
- Proposed zoning districts are consistent with the existing uses in the immediate area.

UDC SECTION 21.5.4.D Criteria for Approval

4. Whether other factors are deemed relevant and important in the consideration of the request.

- Staff has ensured the proposed zone change meets the UDC requirements.
- SCUC ISD was notified of the proposed zone change.
- Fire, EMS, and Police were notified
 - EMS did not have a specific concern about the zone change request, but did note that an increase in the population will increase call volumes, which will require more efforts to cover the added call volumes.

Staff Recommendation

Due to the proposed zone change implementing the policies of the Comprehensive Plan- Future Land Use Map, and compatibility with the uses in the immediate area, Staff recommends approval of Ord.26-S-001.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission held a public hearing for the item on December 3, 2025, and made a recommendation of approval to City Council with a unanimous vote.

CITY COUNCIL MEMORANDUM

City Council Meeting: January 06, 2026

Department: City Secretary

Subject: Discuss City Council Place 6 Vacancy (Mayor/S.Edmondson)

BACKGROUND

Discuss and update the vacancy in Council Place 6.
