



**MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
January 20, 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 20, 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 Davis)**

Proclamations

- **School Board Recognition Month** (Councilmember Westbrook)

City Events and Announcements

- Announcements of upcoming City Events (B.James/S.Gonzalez)
- Announcements and recognitions by the City Manager (S.Williams)
- Announcements and recognitions by the Mayor (R.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 Special Council Meeting on December 30, 2025, and the Regular Council Meeting on January 6, 2026 (S.Edmondson/S.Courney/I.Chavez)
2. **Appointments:** Appoint Mayor Ralph Rodriguez to the following:
Member:
 - Audit Committee
 - Investment Advisory Committee
 - Main Street Committee
 - TIRZ II Board
Liaison:
 - Board of Adjustments
 - Senior Center Advisory Board-Alternate
3. **Resolution 26-R-012** - Authorizing the 11th and 12th amendments to the Interlocal Agreement with the Alamo Area Council of Governments (AACOG) to provide funding for transit services in the City of Schertz. (B.James/L.Wood/W.Willingham)
4. **Resolution 26-R-016** - Authorizing participation in the Guadalupe County Master Drainage Plan under the Texas Water Development Board Flood Infrastructure Fund program (B.James/K.Woodlee/T.Harris)
5. **Resolution 26-R-009** - Authorizing a service agreement with On Duty Health for comprehensive fire department physical evaluations (S.Williams/G.Rodgers)

Discussion and Action Items

6. **Resolution 26-R-011** Order Special Election for Council Place 6 (Mayor/S.Edmondson)

Workshop

7. Workshop on draft code amendments related to regulating land uses in conformance with the JLUS per the recent special election (S.Williams/B.James)
8. Workshop on disposition of city-owned property at 1298 Borgfeld Rd (former Animal Adoption Center) (B.James/D.Hardin)

Closed Session

9. The City Council will convene in closed session pursuant to Texas Government Code Section 551.071 to consult with its legal counsel regarding the legal options and process available for possible economic development incentive programs for small businesses.

Following deliberation in closed session, the City Council will reconvene in open session to deliberate and take action to provide direction to staff and legal counsel on any options that the City Council desires to consider at a future meeting related to the matter discussed in closed session.

Reconvene into Regular Session

10. Take any action based on discussion held in Closed Session under Agenda Item # 9.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

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

Requests and Announcements

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

Adjournment

CERTIFICATION

I, SHEILA EDMONDSON, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS 13TH DAY OF JANUARY 2026 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 _____, 2026.
NAME AND 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

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

Councilmember Guerrero – Place 4 Member Hal Baldwin Scholarship Committee Investment Advisory Committee Liaison Schertz Historical Preservation Committee	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
Councilmember Heyward – Place 6 Member Animal Services Advisory Committee Audit Committee Interview Committee-Chair Investment Advisory Committee Main Street Committee Liaison Building and Standards Commission Economic Development Corporation - Alternate Senior Center Advisory Board	Place 7 Member Main Street Committee Schertz-Seguin Local Government Corporation (SSLGC) Liaison Economic Development Corporation

Agenda No.

CITY COUNCIL MEMORANDUM

**City Council
Meeting:**

January 20, 2026

Department:

City Secretary

Subject:

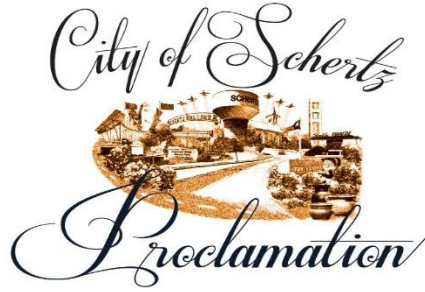
Proclamations

- **School Board Recognition Month (Councilmember Westbrook)**

Attachments

School Board Recognition Month 2026

School Board Recognition Month 2026



School Board Recognition Month 2026

WHEREAS, in the month of January 2026, East Central Independent, Judson Independent, Randolph Field Independent, Founders Academy and Schertz-Cibolo-Universal City Independent School Districts in the City of Schertz, will celebrate **School Board Recognition Month**, to recognize the dedication and hard work of school board trustee members; and

WHEREAS, the mission of public schools is to meet the educational needs of all children and to empower them to become competent, productive contributors to a democratic society and an ever-changing world; and

WHEREAS, school board members are strong advocates for public education and are responsible for communicating the needs of the schools to the public and the public's expectations to the district; and

WHEREAS, to create an educational vision for the students, school board members work closely with parents, educational professionals, and other community leaders.

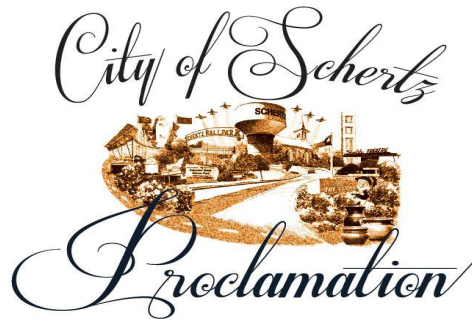
NOW, THEREFORE, I, Ralph Rodriguez, Mayor of the City of Schertz,
in recognition thereof, do hereby proclaim **January 2026** to be

SCHOOL BOARD RECOGNITION MONTH

and I urge all citizens to join me in recognizing the dedication and hard work of local school board members and in working with them to mold an education system that meets the needs of both today's and tomorrow's children.

IN WITNESS WHEREOF, I
have hereunto set my hand and
caused the seal of the City of
Schertz to be affixed this 20th day
of January 2026.

Ralph Rodriguez, Mayor



School Board Recognition Month 2026

WHEREAS, in the month of January 2026, East Central Independent, Judson Independent, Randolph Field Independent, Founders Academy and Schertz-Cibolo-Universal City Independent School Districts in the City of Schertz, will celebrate **School Board Recognition Month**, to recognize the dedication and hard work of school board trustee members; and

WHEREAS, the mission of public schools is to meet the educational needs of all children and to empower them to become competent, productive contributors to a democratic society and an ever-changing world; and

WHEREAS, school board members are strong advocates for public education and are responsible for communicating the needs of the schools to the public and the public's expectations to the district; and

WHEREAS, to create an educational vision for the students, school board members work closely with parents, educational professionals, and other community leaders.

NOW, THEREFORE, I, Ralph Rodriguez, Mayor of the City of Schertz,
in recognition thereof, do hereby proclaim January 2026 to be

SCHOOL BOARD RECOGNITION MONTH

and I urge all citizens to join me in recognizing the dedication and hard work of local school board members and in working with them to mold an education system that meets the needs of both today's and tomorrow's children

IN WITNESS WHEREOF, I have
hereunto set my hand and caused the
seal of the City of Schertz to be affixed
this 20th day of January 2026.

Ralph Rodriguez, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: January 20, 2026
Department: City Secretary
Subject: Minutes - Approval of the minutes from the Special Council Meeting on December 30, 2025, and the Regular Council Meeting on January 6, 2026 (S.Edmondson/S.Courney/I.Chavez)

Attachments

Draft Minutes 12-30-2025 City Council Meeting
Draft Minutes 01-06-2026 City Council Meeting

DRAFT

MINUTES SPECIAL MEETING December 30, 2025

A Special Meeting was held by the Schertz City Council of the City of Schertz, Texas, on December 30, 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 Michelle Watson; Councilmember Paul Macaluso; Councilmember Ben Guerrero; Councilmember Robert Westbrook

Absent: Mayor Pro Tem Mark Davis; Councilmember Allison Heyward

Staff present: City Manager Steve Williams; Deputy City Manager Brian James; 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. (Mayor Rodriguez)

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

Hearing of Residents

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

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

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

Billie Langhus, 2489 Jane Addams Drive, Schertz-Ms. Addams expressed her concern for the welfare of the City of Schertz as a current City Councilmember has officially filed, qualified, and been accepted as a candidate for county commissioner, with their name posted on the ballot for the upcoming election. She stated that allowing a Councilmember to remain in office while pursuing this candidacy would jeopardize the integrity of both the City and its future interactions with the County. Ms. Addams proposed action to protect the City, its residents, and the candidate, and ensure compliance with applicable law, including relevant provisions of the Texas Constitution, by letting the council seat be vacated, either through resignation or by automatic action authorized by the City.

Discussion and Action Items

- 1. Resolution 25-R-161**-Approving the canvassing of the election returns and declaring the results of the December 20, 2025, Special Election for Place 7 (Mayor/S.Edmondson)

City Secretary Sheila Edmondson provided the results of the December 20, 2025, Special Election and declared the results of such election. No candidate for Councilmember Place #7 received sufficient votes to be elected to the City Council for which in conformity with the City Charter and the Texas Election Code, as amended, to call a runoff election to fill the unexpired term. In anticipation of a possible runoff election, a resolution will be presented at the next Council Meeting. The total number of votes cast in this election was 624 as follows:

- John D. Carbon - 172 votes
- Dan Swart - 55 votes
- Tony Diaz - 121 votes
- Robert L Sheridan III - 166 votes
- Kristy Barger - 108 votes
- Undervotes - 2 votes

Mayor Rodriguez asked for a motion to approve Resolution 25-R-161.

Moved by Councilmember Paul Macaluso, seconded by Councilmember Michelle Watson

AYE: Councilmember Michelle Watson, Councilmember Paul Macaluso, Councilmember Ben Guerrero, Councilmember Robert Westbrook

Other: Mayor Pro Tem Mark Davis (ABSENT), Councilmember Allison Heyward (ABSENT)

Passed

Adjournment

Mayor Rodriguez adjourned the meeting at 6:10 p.m.

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

DRAFT

MINUTES REGULAR MEETING January 6, 2026

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on January 6, 2026, 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; Mayor Pro Tem Mark Davis; Councilmember Michelle Watson; Councilmember Paul Macaluso; Councilmember Ben Guerrero; Councilmember Robert Westbrook; Councilmember Allison Heyward

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

Call to Order

Mayor 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 Heyward)

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

Employee Introductions

Mayor Rodriguez recognized City Department Leaders who introduced the following new staff:

- 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)

Deputy City Manager Brian James provided the announcement of upcoming city events.

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

City Manager Steve Williams provided information for the Dave's Hot Chicken ribbon cutting. He also recognized employees who worked during the New Year holiday and employees who were recently promoted. Lisa Locken, promoted from Sanitarian to Neighborhood Services Manager. Imael Pardo, promoted from Waste Water Operator to Waste Water Crew Chief. Trevor Walker, promoted from Drainage Worker to Drainage Crew Chief. Rolando Pena, promoted from Police Officer to Sergeant. And Irma Sanchez, promoted from Crossing Guard to utility Billing Specialist.

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

Mayor Ralph Rodriguez thanked everyone for their presence and wished them a Happy New Year.

Hearing of Residents

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

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

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

Mayor Pro Tem Mark Davis recognized the following residents:

Billie Langhus, 2489 Jane Addams Drive, Schertz -Ms. Langhus stated that on December 8, 2025, a sitting city council member filed and was accepted as a candidate for Guadalupe County Commissioner, Precinct Three, with her name placed on the March 3, 2026, ballot. She stated her concerns about the process and asked Council to act promptly to comply with state law, avoid legal jeopardy, and uphold its duty to govern as a properly constituted body.

Henry Farmer, 5618 Devenwood, Cibolo, addressed concerns regarding the city's fireworks ordinance, unenforced animal control regulations, with reports of unleashed animals and urged city leadership to ensure the ordinances are meaningfully enforced and requested guidance on the appropriate city department to contact regarding the installation of speed bumps.

Dana Eldridge, 2628 Gallant Fox Drive, Schertz, addressed Agenda Item 11 concerning the proposed workshop on the Place Six vacancy, questioned the necessity of a workshop, and urged Council to cease revisiting the matter.

Jonathan Marquez, 5817 Saint Andrews, Cibolo, wished the Council a Happy New Year, reaffirmed continued interest in the sidewalk issue despite upcoming civic commitments, and emphasized his ongoing community involvement. He praised the Police Department and Chief Lowery for strong enforcement and professionalism. The speaker concluded by expressing appreciation for city leadership and extending well wishes to the council.

Maggie Titterington, 1730 Schertz Parkway, Schertz, provided the Chamber of Commerce update highlighting multiple upcoming events and business activities. Announcements included ribbon cuttings, the first Chamber luncheon of the year and the Living Well Health and Home Show. The update concluded with a reminder to watch for the 2026 Community Guide, featuring city information, events, and Chamber member listings.

Ana Bruno, 3701 Columbia Drive, Schertz, thanked the City Police Department, particularly the traffic division, for responding to neighborhood speeding concerns. She then raised concerns regarding the deteriorating condition of Columbia Drive and requested that city officials visit the site and consider prioritizing funding and repairs in the 2026 or 2027 planning cycle.

Robert Sheridan, 1024 Keanna Place, Schertz, introduced himself as a candidate for the City Council and expressed a commitment to integrity, teamwork, and community-focused leadership.

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)

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

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

Moved by Councilmember Allison Heyward, seconded by Councilmember Michelle Watson

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

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)

Mayor Rodriguez recognized City Secretary Sheila Edmondson, who presented Resolution 26-R-008-Order Runoff Election for the unexpired Place 7 term following the December 20, 2025 Special Election. The official canvass showed that no candidate received a sufficient number of votes to be elected, necessitating a Runoff between the two top vote-getters:

- John D. Carbone with 172 votes
- Dr. Robert L. Sheridan with 166 votes.

The proposed Runoff Election date is Saturday, January 31, 2026, with early voting scheduled from January 14 through January 27, excluding weekends and Martin Luther King Jr. Day. If approved, election results would be canvassed by Council on February 9, 2026.

Mayor Rodriguez opened the floor for Council discussions.
No discussion occurred.

Mayor Rodriguez asked for a motion to approve Resolution 26-R-008.

Moved by Councilmember Allison Heyward, seconded by Councilmember Michelle Watson

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

Passed

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)

Mayor Rodriguez recognized Senior Planner Daisy Marquez who introduced Ordinance 26-S-001, 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. Ms. Marquez presented a map outlining the property and explained the request for approximately 44 acres, proposing to rezone the undeveloped property from General Business District to a split of single-family residential zoning: 22 acres as R-2 and 22 acres as R-6.

The proposed zoning aligns with the city's Future Land Use Map designation of a Complete Neighborhood. Staff and the Planning and Zoning Commission unanimously recommended approval of Ordinance 26-S-001.

Mayor Rodriguez opened the Public Hearing at 6:45 p.m.

No residents came forward to speak.

Mayor Rodriguez closed the Public Hearing at 6:45 p.m.

Mayor Rodriguez opened the floor to Council for discussion.

Councilmember Macaluso asked whether the General Business zoning existed elsewhere within the Homestead planned development district.

Councilmember Guerrero asked the reason for the split between R-2 and R-6, noting that commercial zoning within that development is limited to areas along I-35. Ms. Marquez explained that the zoning configuration was intentionally designed to avoid clustering smaller lots together and to better transition between existing developments. The proposed layout was intended to promote housing diversity and compatibility with varying lot sizes adjacent to surrounding neighborhoods.

Mayor Rodriguez asked for a motion to approve Ordinance 26-S-001.

Moved by Mayor Pro Tem Mark Davis, seconded by Councilmember Allison Heyward

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

Passed

Workshop

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

Mayor Rodriguez recognized the speakers for the workshop, City Attorney, Daniel Santee and City Secretary, Sheila Edmondson.

City Attorney Daniel Santee explained the Resign-to-Run & Council Vacancy Summary. After a brief discussion, the following was clarified:

Automatic Resignation: Council Member Heyward's seat was automatically vacated upon filing for another office, per Texas Constitution (Articles 11 & 16). No council action was needed.

Holding Over: She continues performing her duties until a successor is elected and qualified, ensuring government continuity.

Filling the Vacancy: The seat will be filled via special election.

Campaign Restrictions: Council members may not use city resources or staff for campaigns; official duties must remain separate from candidacy.

City Secretary Sheila Edmondson presented a timeline for the vacant Council seat:

Next Council Meeting (Jan 20): A resolution will be presented.

Candidate Filing: January 21 – February 2.

Ballot Drawing: February 3.

Early Voting: March 18 – March 31 (weekdays only, 8 AM – 5 PM).

Election Day: Saturday, April 4.

Canvassing Results: Monday, April 13.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

Requests and Announcements

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

No request 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 Allison Heyward suggested a Workshop to look at the Sales Tax Due from all three counties. City Manager Steve Williams added that the City has a mechanism in place to review sales tax matters. However, confidentiality rules restrict the disclosure of certain vendors or taxpayers. Any information presented publicly will be shared within strict boundaries to comply with these requirements.

Councilmember Westbrook requested information regarding the travel budget for Councilmembers.

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

Councilmember Ben Guerrero participated in the VFW breakfast.

Adjournment

Mayor Rodriguez adjourned the meeting at 7:07 p.m.

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: January 20, 2026

Department: Planning & Community Development

Subject: Resolution 26-R-012 - Authorizing the 11th and 12th amendments to the Interlocal Agreement with the Alamo Area Council of Governments (AACOG) to provide funding for transit services in the City of Schertz. (B.James/L.Wood/W.Willingham)

BACKGROUND

Schertz' residents benefit from access to ART (Alamo Regional Transit), a demand-response transit service operated by the Alamo Area Council of Governments (AACOG). In 2013, Schertz and AACOG entered into an interlocal agreement, allowing Schertz to receive ART services from AACOG. Users of ART benefit from the service by receiving curb-to-curb transportation service that takes passengers directly to their desired destinations, making it possible for users to be independent and improve their quality of life. This interlocal agreement with AACOG is amended annually to establish Schertz' financial contribution for the year. A match of \$42,666 is required for both Fiscal Year 2025 and Fiscal Year 2026. The contribution amount has been unchanged since Fiscal Year 2020.

In 2022, in addition to the demand response service, ART began service of a fixed route serving Schertz and Cibolo known as the El Sereno Bus Route. This route runs once a week every Tuesday with operations between 8:00am and 4:00pm and is free to ride.

In Fiscal Year 2024, demand-response rides from Schertz amounted to 2,797 total trips, while in Fiscal Year 2025, this total changed to 2,224 total trips for a decrease of 20% in ridership between years. Ridership is primarily comprised of seniors above the age of 60, and primarily is used for medical or nutrition purposes. 92% of rides between both years completed on-time service performance, meaning passengers received service within 15 minutes of their scheduled pick-up time. The total operating cost to provide this service in Schertz was \$125,250 in Fiscal Year 2024 and \$108,197 in Fiscal Year 2025. In both years, Schertz contributed \$42,666 which is matched by VIA Metropolitan Transit totaling a \$85,332 contribution to the ART service. Each year, the remaining cost gap is funded by AACOG.

This resolution is for the current fiscal year (October 2025 through September 2026) and the previous fiscal year (October 2024 through September 2025).

GOAL

Enter into the agreement with AACOG for the ART service to provide transportation service for Schertz residents.

COMMUNITY BENEFIT

Allow Schertz residents to use this transportation service to improve their quality of life.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 26-R-012 authorizing the City Manager to enter into the eleventh and twelfth amendment to the interlocal agreement with AACOG for ART service.

FISCAL IMPACT

Schertz' match will be \$42,666 per fiscal year, which has been budgeted.

RECOMMENDATION

Approval of Resolution R-26-012

Attachments

Resolution 26-R-012 with attachments

Original ILA with AACOG: Resolution13-R-85

Schertz ART Data FY23-24

Schertz ART Data FY 24-25

ART Services Presentation

El Sereno Bus Route

RESOLUTION 26-R-012

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE ELEVENTH AND TWELFTH AMENDMENTS TO THE INTERLOCAL AGREEMENT WITH THE ALAMO AREA COUNCIL OF GOVERNMENTS (AACOG) TO PROVIDE FUNDING FOR TRANSIT SERVICES IN THE CITY OF SCHERTZ.

WHEREAS, the Alamo Area Council of Governments (AACOG) has been providing transit services to Schertz through the ART program; and

WHEREAS, in 2013 the City entered into an agreement with AACOG to provide demand response transit services; and

WHEREAS, VIA Metropolitan Transit is the designated recipient for Urban Funds which can be used to support this program; and

WHEREAS, a local match of \$42,666.00 is required for the 2024-2025 Fiscal Year; and

WHEREAS, a local match of \$42,666.00 is required for the 2025-2026 Fiscal Year; and

WHEREAS, AACOG has been designated by VIA as the recipient of funds to continue to provide transit services;

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

Section 1. The City Council desires to enter into an eleventh amended agreement with the Alamo Area Council of Governments (AACOG) to provide a match of \$42,666.00 to allow AACOG to continue to provide this transportation service per the agreement attached a per Exhibit A.

Section 2. The City Council desires to enter into a twelfth amended agreement with the Alamo Area Council of Governments (AACOG) to provide a match of \$42,666.00 to allow AACOF to continue to provide this transportation service per the agreement attached as per Exhibit B.

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

Section 4. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

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

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

Section 8. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on the _____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"

Eleventh Amendment to the Agreement with AACOG

ELEVENTH AMENDMENT TO INTERLOCAL AGREEMENT FOR
City of Schertz Demand-Response Route

This Eleventh amendment to the Interlocal Agreement for City of Schertz Demand-response Route (the "Agreement") is hereby entered into by and between the **City of Schertz** (the "City") and the **Alamo Area Council of Governments** ("AACOG"), to be effective October 1, 2024, through September 30, 2025.

WITNESSETH:

WHEREAS, the City and AACOG entered into that certain interlocal agreement ("the Agreement"), dated October 1, 2013 in which the City agreed to provide a matching fund payment for demand-response services to AACOG and AACOG agreed to provide demand-response public transportation for the City; and

WHEREAS, the parties desire to amend and revise the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties by mutually executing this Amendment, agree that the Agreement is amended as follows:

1. Add to Section 4.1 a subsection "a" to read as follows: "a. The City's Financial Contribution for Fiscal Year 2025 shall be \$42,666"

IT IS HEREBY AGREED BY THE PARTIES HERETO that with the exception of those terms and conditions specifically modified and amended herein, the herein referenced Interlocal Agreement shall remain in full force and effect in all its terms and conditions.

EXECUTED the day and year first above written.

CITY OF SCHERTZ:

**ALAMO AREA COUNCIL OF
GOVERNMENTS:**

By: _____
Steve Williams
City Manager

By: _____
Clifford Herberg
Executive Director

Date: _____

Date: _____

Exhibit "B"

Twelfth Amendment to the Agreement with AACOG

TWELTH AMENDMENT TO INTERLOCAL AGREEMENT FOR
City of Schertz Demand-Response Route

This Twelfth amendment to the Interlocal Agreement for City of Schertz Demand-response Route (the "Agreement") is hereby entered into by and between the **City of Schertz** (the "City") and the **Alamo Area Council of Governments** ("AACOG"), to be effective October 1, 2025, through September 30, 2026.

WITNESSETH:

WHEREAS, the City and AACOG entered into that certain interlocal agreement ("the Agreement"), dated October 1, 2013 in which the City agreed to provide a matching fund payment for demand-response services to AACOG and AACOG agreed to provide demand-response public transportation for the City; and

WHEREAS, the parties desire to amend and revise the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties by mutually executing this Amendment, agree that the Agreement is amended as follows:

1. Add to Section 4.1 a subsection "a" to read as follows: "a. The City's Financial Contribution for Fiscal Year 2026 shall be \$42,666"

IT IS HEREBY AGREED BY THE PARTIES HERETO that with the exception of those terms and conditions specifically modified and amended herein, the herein referenced Interlocal Agreement shall remain in full force and effect in all its terms and conditions.

EXECUTED the day and year first above written.

CITY OF SCHERTZ:

**ALAMO AREA COUNCIL OF
GOVERNMENTS:**

By: _____
Steve Williams
City Manager

By: _____
Clifford Herberg
Executive Director

Date: _____

Date: _____

RESOLUTION NO. 13-R-85

A RESOLUTION BY THE CITY COUNCIL AUTHORIZING AN AGREEMENT WITH THE ALAMO AREA COUNCIL OF GOVERNMENTS (AACOG) TO PROVIDE FUNDING UP TO \$22,020 FOR TRANSIT SERVICES IN THE CITY OF SCHERTZ.

WHEREAS the Alamo Area Council of Governments (AACOG) has been providing rural transit services to Schertz through the ART program, and

WHEREAS as a result of the 2010 Census the City of Schertz is now part of the San Antonio Urbanized Area, and

WHEREAS, as a result of this designation, Rural Transit funds can no longer be used to support this service, and

WHEREAS, VIA Metropolitan Transit is the designated recipient for Urban Funds which can be used to support this program, and

WHEREAS a local match of \$22,020.00 is required for the upcoming 2013-2014 Fiscal Year,

WHEREAS AACOG has been designated by VIA as the recipient of funds to continue to provide transit services,

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

Section 1. The City Council desires to enter into an agreement with AACOG to provide match funds of \$22,020.00 in order for the Alamo Area Council of Governments (AACOG) to continue to provide this transportation service generally per the agreement attached as Exhibit A.

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

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

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

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

Council hereby declares that this Resolution would have been enacted without such invalid provision.

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

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

PASSED AND ADOPTED, this 24th day of September, 2013.

CITY OF SCHERTZ, TEXAS



Mayor, Michael R. Carpenter

ATTEST:


City Secretary, Brenda Dennis

(CITY SEAL)

Exhibit "A"

Agreement with AACOG

INTERLOCAL AGREEMENT FOR City of Schertz Demand-response Route

Article 1. Parties and Purpose

- 1.1 The Alamo Area Council of Governments ("AACOG") is a regional planning commission and political subdivision of the State of Texas, organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code.
- 1.2 The City of Schertz (the "City") is a home rule municipality, located in Bexar, Comal, and Guadalupe County Counties, Texas.
- 1.3 This Interlocal Agreement (the "Agreement") for provision of demand-response public transportation services by AACOG for the City is entered into by and between the City and AACOG, as authorized under Chapter 791 of the Texas Government Code. VIA Metropolitan Transit is providing Federal funding for the expanded San Antonio UZA, based on the 2010 census. This Agreement provides for the City's portion of local match required to supplement that funding.

Article 2. Definitions

- 2.1 Curb-to-curb. Picking up and discharging passengers at the curb or driveway in front of their home or destination. The driver does not assist or escort passengers to the door.
- 2.2 Demand-response. A non-fixed route system of transporting individuals in which individual passengers may, at least one day in advance, request a trip from one specific location to another specific location at a certain time.
- 2.3 Designated holidays. Christmas Day, Independence Day, Labor Day, Memorial Day, New Year's Day, and Thanksgiving.

Article 3. Goods and Services

- 3.1 For the City's financial commitment below, AACOG agrees to furnish the City with a demand-response, curb-to-curb, public transportation service in response to requests made by residents of City to AACOG's Alamo Regional Transit (ART). The service will be open to the public and run Monday through Friday from 7:00 a.m. to 6:00 p.m. for 52 weeks per year, excluding designated holidays. AACOG will provide for the following:
 - a. Vehicles having wheelchair accessibility;
 - b. Necessary, trained personnel to operate the demand-response service;
 - c. Operating & administrative activities and expenses associated with operation of the demand-response transportation service;

- d. Ensuring all vehicles used in service to City are well maintained to afford comfortable, safe, and reliable transportation for the City's residents.
- 3.2 In return for provision of AACOG's demand-response transportation service, the City agrees:
- a. To provide AACOG with financial support for Fiscal Year 2014 operations in the amount of twenty-two thousand, twenty dollars (\$22,020) (the "Financial Contribution") to help defray operating costs of the demand-response service;
 - b. To continue financial support of the demand-response service to AACOG in succeeding fiscal years, so long as the City wishes the transportation services to continue;
 - c. That the vehicles used shall not be for the exclusive use by or benefit of City's residents, residents shall have no expectation of riding alone or only with other City residents, and the City shall have no ownership right in the vehicles engaged in these services; and
 - d. It shall, for both Fiscal Year 2014 and all subsequent years it may wish to continue this service, make contributions for performance of the transportation services from current revenues available to it.

Article 4. Agreement Sum and Payment Terms

- 4.1 The parties have agreed to the City's Contribution for Fiscal year 2014.
- 4.2 The City and AACOG agree to meet annually, at a mutually agreeable time sufficiently in advance of the City's budget cycle for the fiscal year to which the Financial Contribution is to apply, to negotiate and agree to the City's Financial Contribution for the next fiscal year.
- 4.3 The City shall contribute to AACOG the total Financial Contribution for 2013 by November 15, 2013. The City shall contribute all agreed upon Financial Contributions for succeeding years by October 1st of the applicable fiscal year.

Article 5. Effective Date and Term of Agreement

- 5.1 This Agreement shall be for a period of one (1) year, beginning October 1, 2013 and ending on September 30, 2014.
- 5.2 This Agreement shall renew automatically for successive one-year periods unless either party notifies the other at the address provided at Article 9 at least sixty (60) days prior to the then current expiration date of its intention to not renew the Agreement.

Article 6. Nondiscrimination and Equal Opportunity

- 6.1. Neither AACOG nor the City shall exclude anyone from participating in and receiving benefits of the services provided under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, veteran status, or national origin.

Article 7. Early Termination of Agreement

- 7.1 If either AACOG or the City breaches a material provision of this Agreement, the other party may notify the breaching party, describing the breach and demanding corrective action be taken. The breaching party shall have five (5) business days from its receipt of notice to correct the breach or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate this Agreement or either party may invoke the dispute resolution process of Article 8.
- 7.2 Termination for breach under Section 7.1 does not waive either party's claim for damages resulting from the breach.

Article 8. Dispute Resolution

- 8.1 The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute among them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 8, until they have exhausted the procedures set out in this Article.
- 8.2 At the written request of a party, each party shall appoint one representative to negotiate informally and in good faith to resolve any dispute arising under the Agreement. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 8.3 If the representatives cannot resolve the dispute within thirty (30) calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Bexar County Dispute Resolution Center for mediation in accordance with the Center's mediation procedures. A mediator assigned by the Center will conduct the mediation. Each party participating in the mediation shall pay one-half the cost of the Center's mediation services.
- 8.4 Unless the dispute is for non-payment of funds due under the Agreement, the parties agree to continue performing their duties under the Agreement, which are unaffected by the dispute during the negotiation and mediation process.
- 8.5 All terms of this Agreement are to be construed in accordance with the laws of the State of Texas with venue lying exclusively in Bexar County.

Article 9. Notice to Parties

- 9.1 Notice to be effective under this Agreement must be in writing and received by the party against whom it is to operate. Notice is deemed received by a party as follows: (1) when delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 8.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in paragraph 9.2.
- 9.2 AACOG's address is 8700 Tesoro Drive, Suite 700, San Antonio, Texas 78217, Attention: Dean J. Danos, Executive Director. The City's address is 1400 Schertz Parkway, Schertz, Texas 78154, Attention: John Kessel, City Manager.
- 9.3 A party may change its address or designated representative by providing notice of the change in accordance with paragraph 9.1.

Article 10. Limitation of Liability

- 10.1 AACOG agrees to maintain all vehicle, liability, and workers compensation insurance as legally required by the Texas Department of Transportation.
- 10.2 Damages. In no event shall AACOG be liable to the City for any indirect, special, incidental, punitive, or consequential damages, including, but not limited to, loss of profits, loss of business, or other loss arising out of or resulting from this agreement even if AACOG has been advised of the possibility of such damages.

Article 11. Miscellaneous

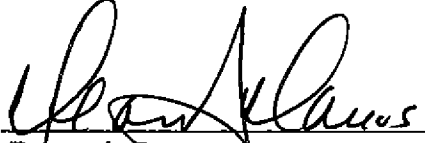
- 11.1 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 11.2 This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by both parties.
- 11.3 This Agreement is binding on and inures to the benefit of the parties' successors in interest.
- 11.4 This Agreement is executed in duplicate originals.
- 11.5 The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision of this Agreement.
- 11.6 Nothing in this Agreement shall be construed as a waiver either Party's statutory or common law immunities.

CITY OF SCHERTZ

By 
JOHN KESSEL
CITY MANAGER

Date 10-25-13

ALAMO AREA COUNCIL OF GOVERNMENTS

By 
Dean J. Danos
Executive Director

Date 10-21-2013

Schertz, Texas



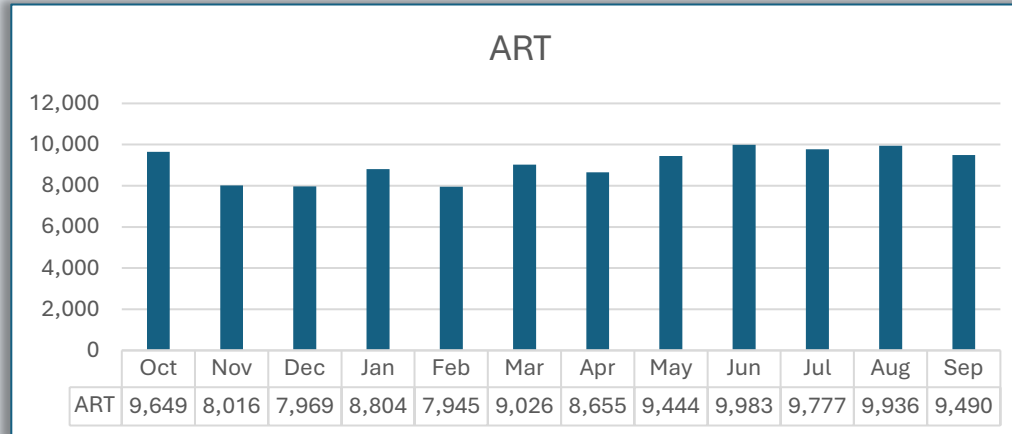
Sean Scott

FY23-24

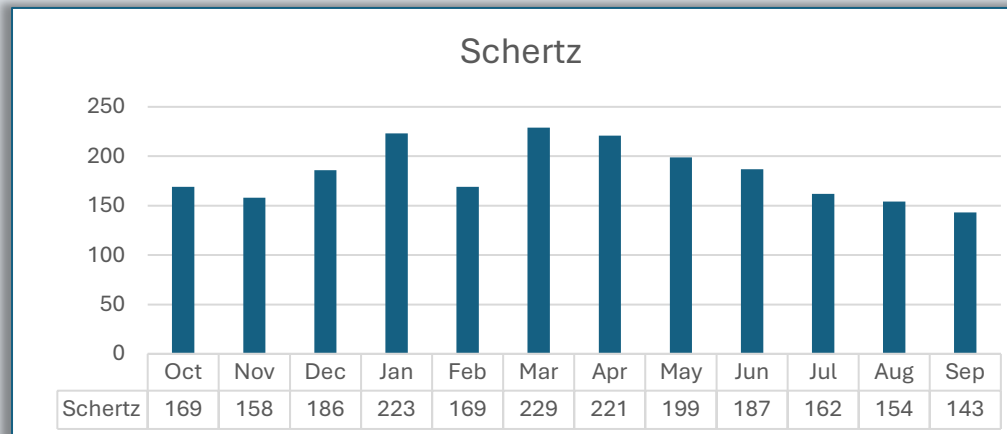
OCT 2023 TO SEP 2024



Trips



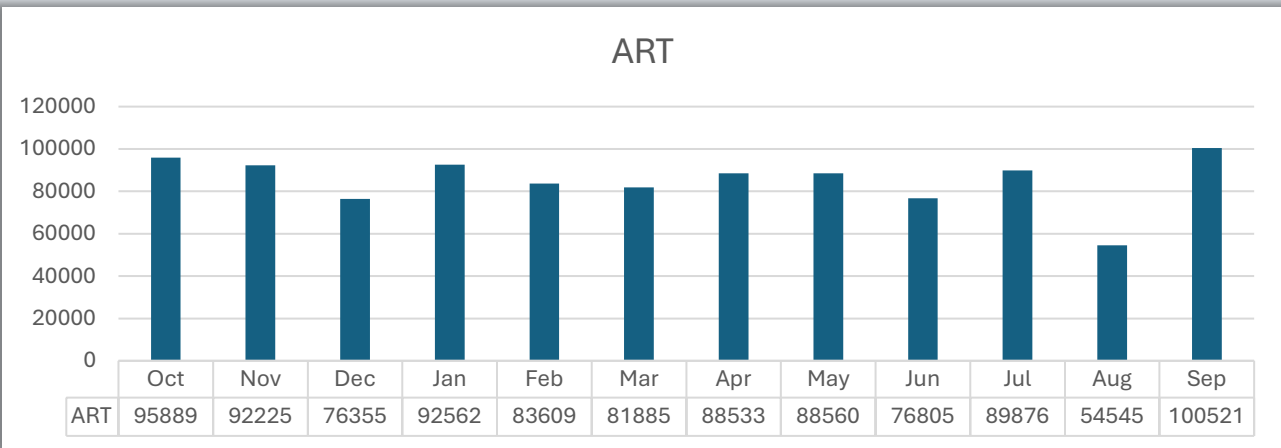
ART
112,409
Total Trips



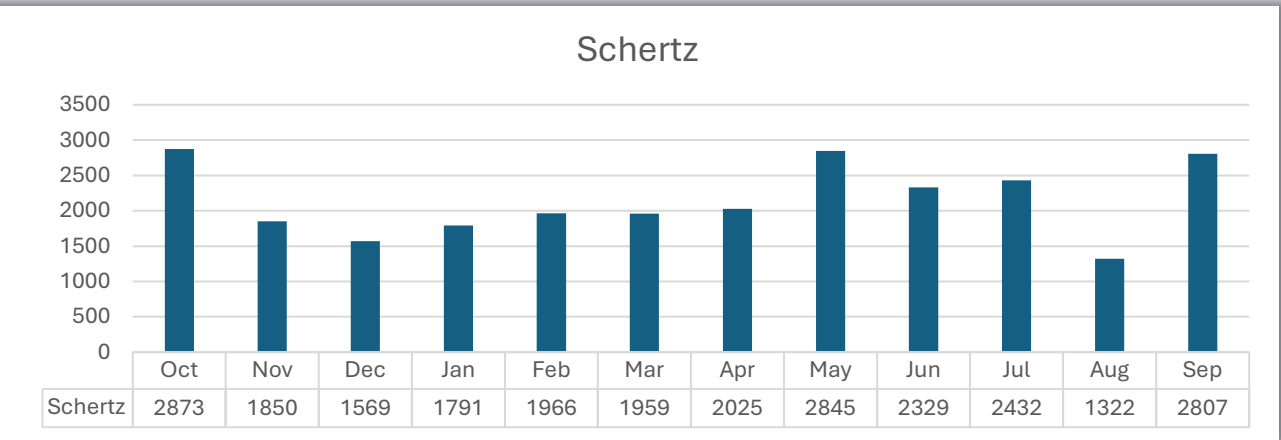
Schertz
2,797 Total Trips
Schertz represents 2.5% of ART's total



Revenue Miles



ART
1,021,365
Rev Miles

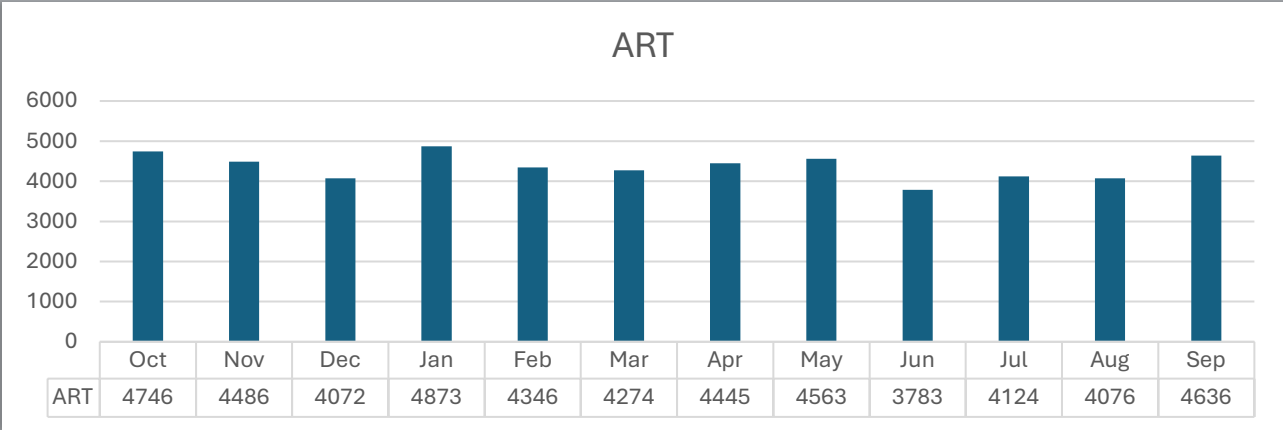


Schertz
25,770
Rev Miles

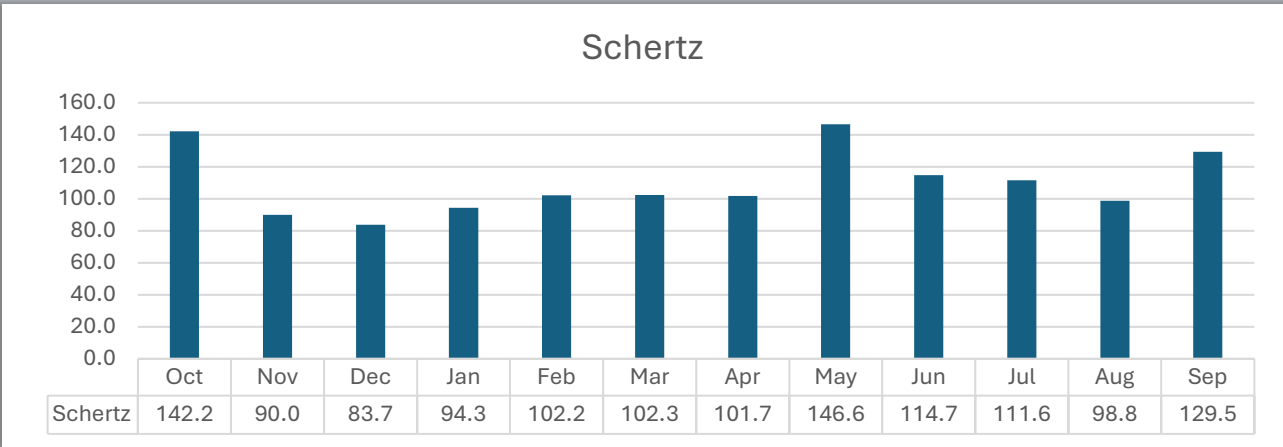




Revenue Hours



ART
52,424
Rev Hours



Schertz
1,318
Rev Hours





Ridership – Schertz

Monthly Average
233

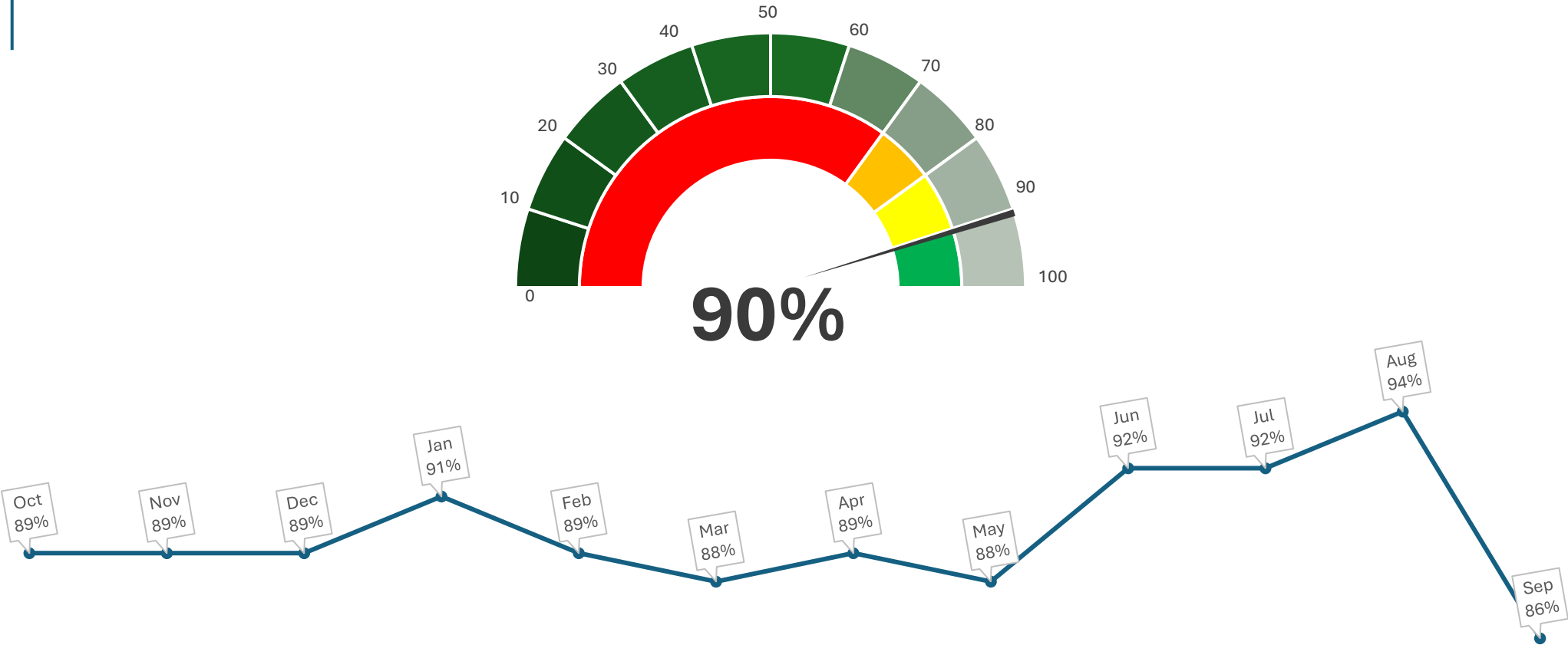
Peak Times for the Month	
11:00 am	598 = 21% of Trips
12:00 pm	776 = 28% of Trips
1:00 pm	402 = 14% of Trips

Day of the Week	Trips
Monday	338
Tuesday	1382
Wednesday	416
Thursday	324
Friday	337





On-Time Performance

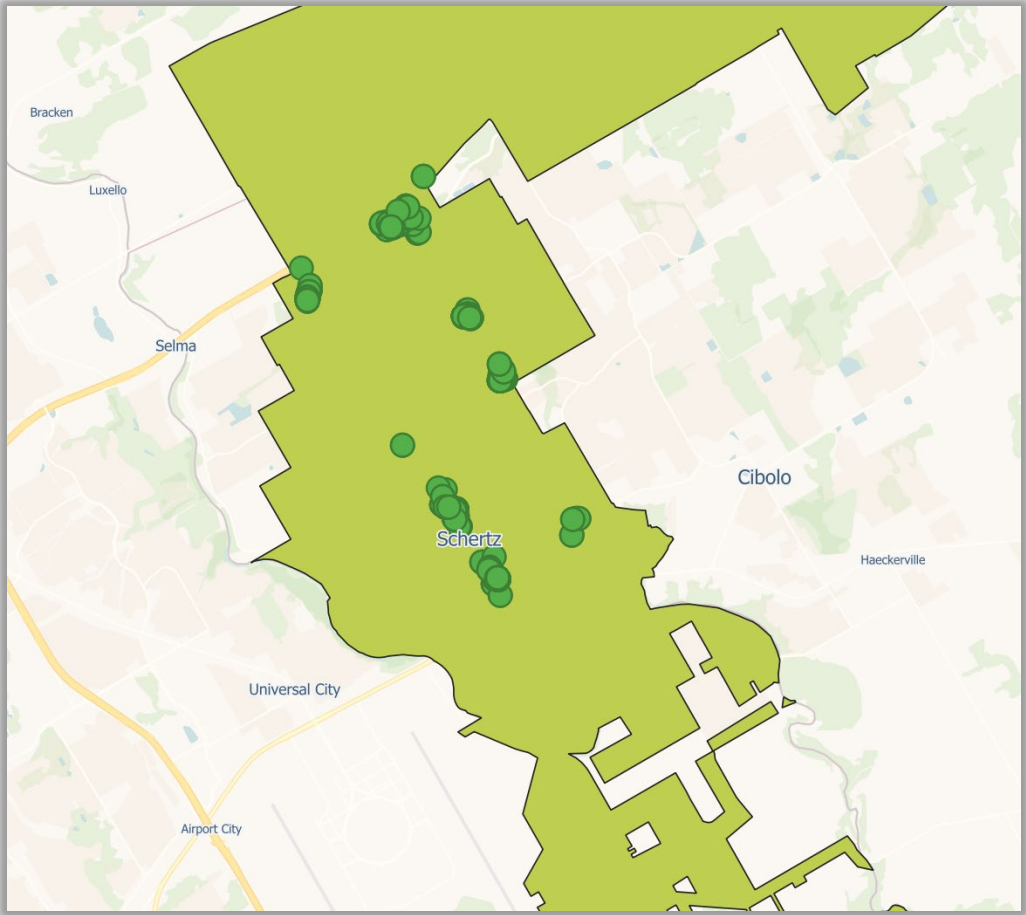


Schertz, Texas – FY 23-24





El-Sereno operates on Tuesdays



El Sereno Trips
Oct 2023 to Sep 2024

533

El Sereno represents 19% of trips for Schertz





Demographics – Trip Purpose (Not all trips had a type assigned)

Medical	951
Other	111
School	34
Shopping	10
Work	128
Nutrition	374



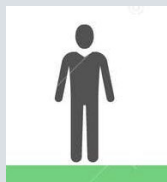


Demographics – Age (Not all trips had an age assigned)



Youth – 0 to 18

30



Adult – 18 to 60

180

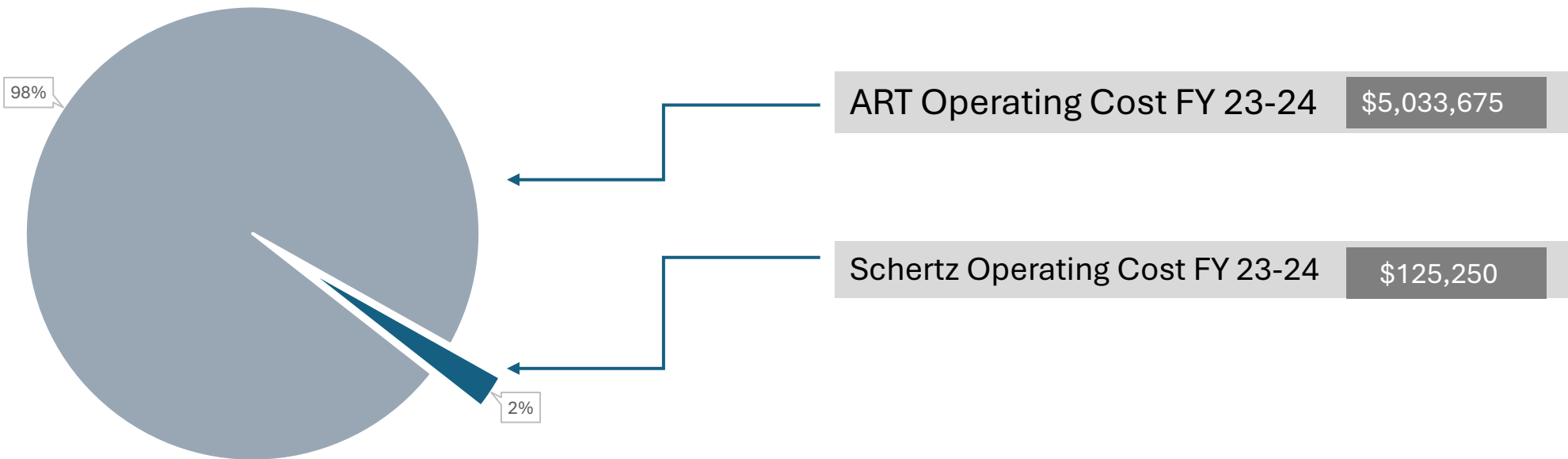


Senior – 60 to 100

1215



Operating Cost



Operating Cost @ \$44.78 per trip for Schertz	Schertz	VIA	AACOG
\$125,250	\$42,666	\$42,666	\$39,917



Schertz - Summary



Services Completed for Schertz

- 2,797 trips
- 25,770 Rev Miles
- 1,318 Rev Hours

FY 23-24 (Oct 23 to Sep 24)

Operating Cost	Schertz	VIA	AACOG/ART
\$125,250	\$42,666	\$42,666	\$39,918

GAP Funding Provided by AACOG/ART is \$39,918

- GAP funding is provided by AACOG/ART service contracts

Any Questions

Thank You For Your
Time



Sean Scott

FY23-24

OCT 2023 TO SEP 2024

Schertz, Texas



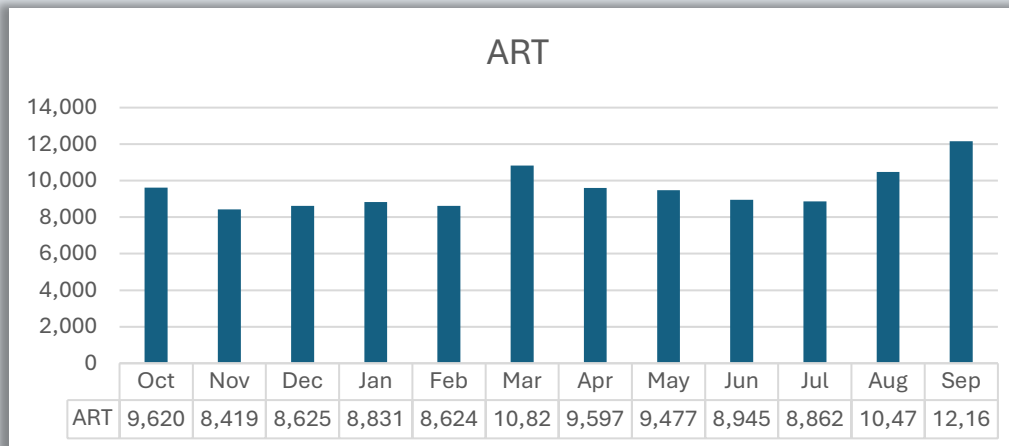
Sean Scott

FY24-25

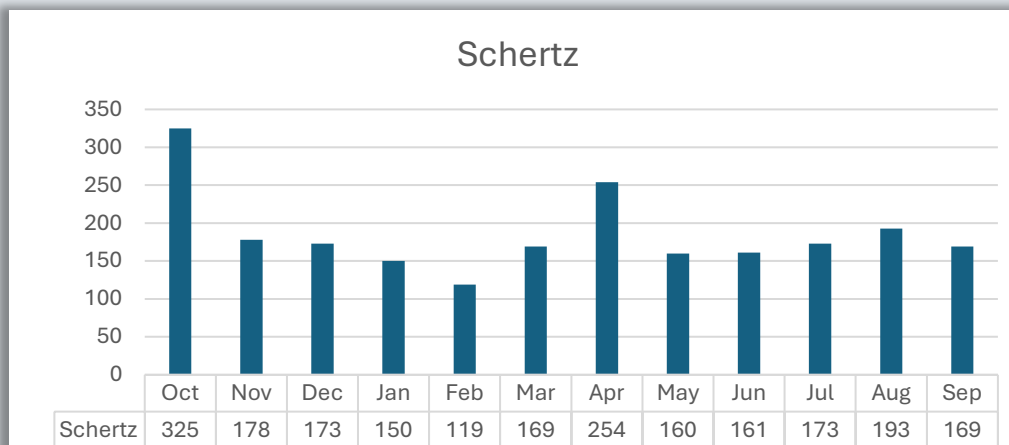
OCT 2024 TO SEP 2025



Trips



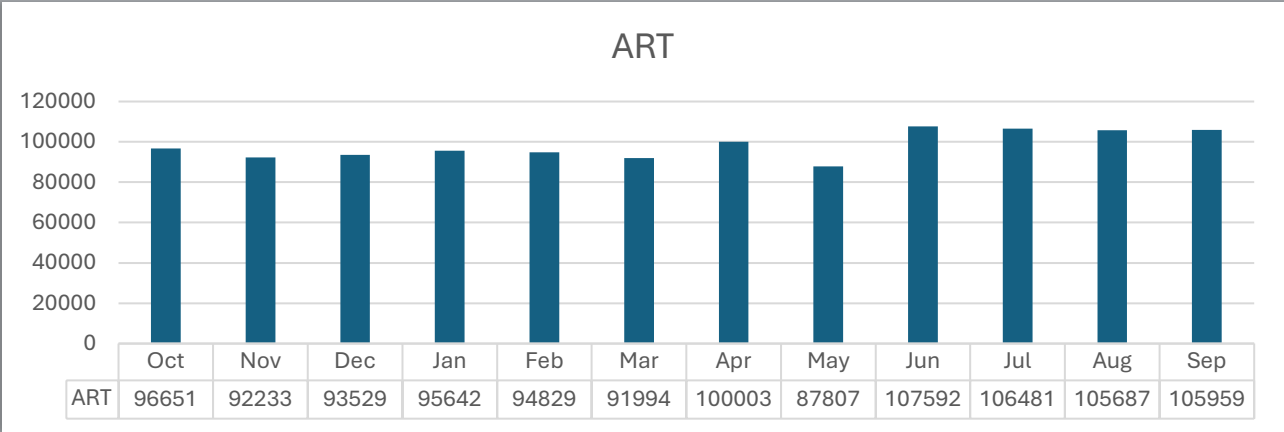
ART
114,461
Total Trips



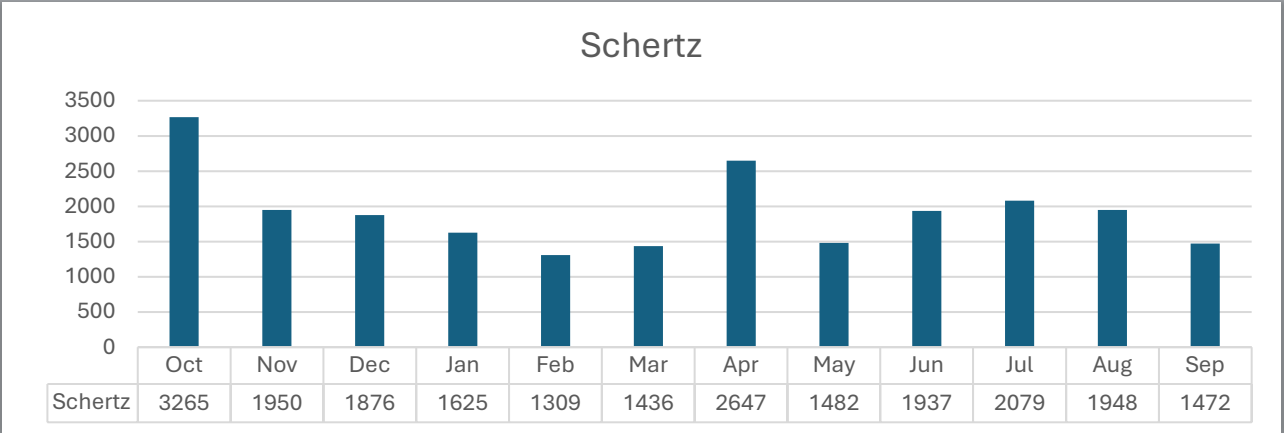
Schertz
2,224 Total Trips
Schertz represents 2% of ART's total



Revenue Miles



ART
1,178,407
Rev Miles

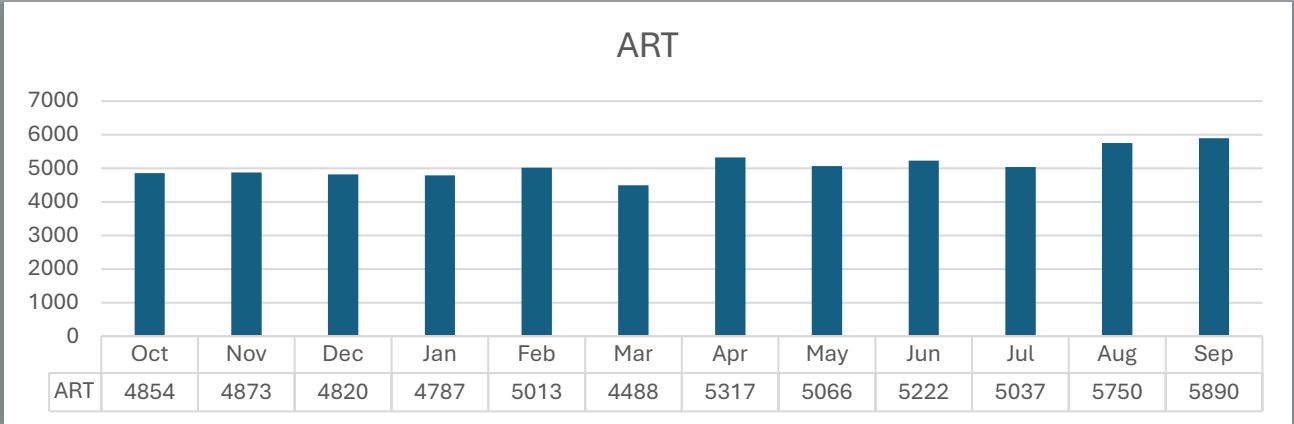


Schertz
23,025
Rev Miles

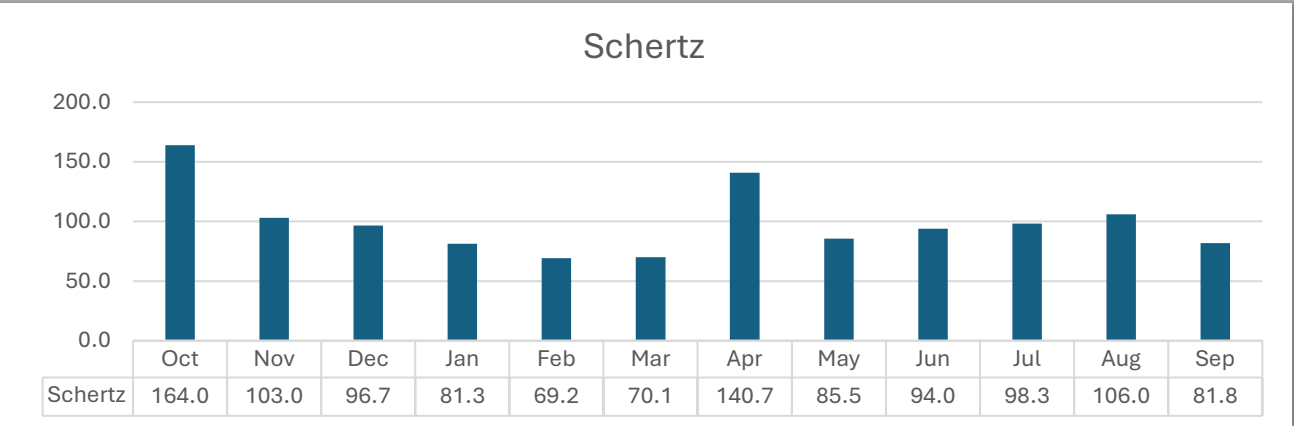




Revenue Hours



ART
61,117
Rev Hours



Schertz
1,191
Rev Hours





Ridership – Schertz

Monthly Average
185

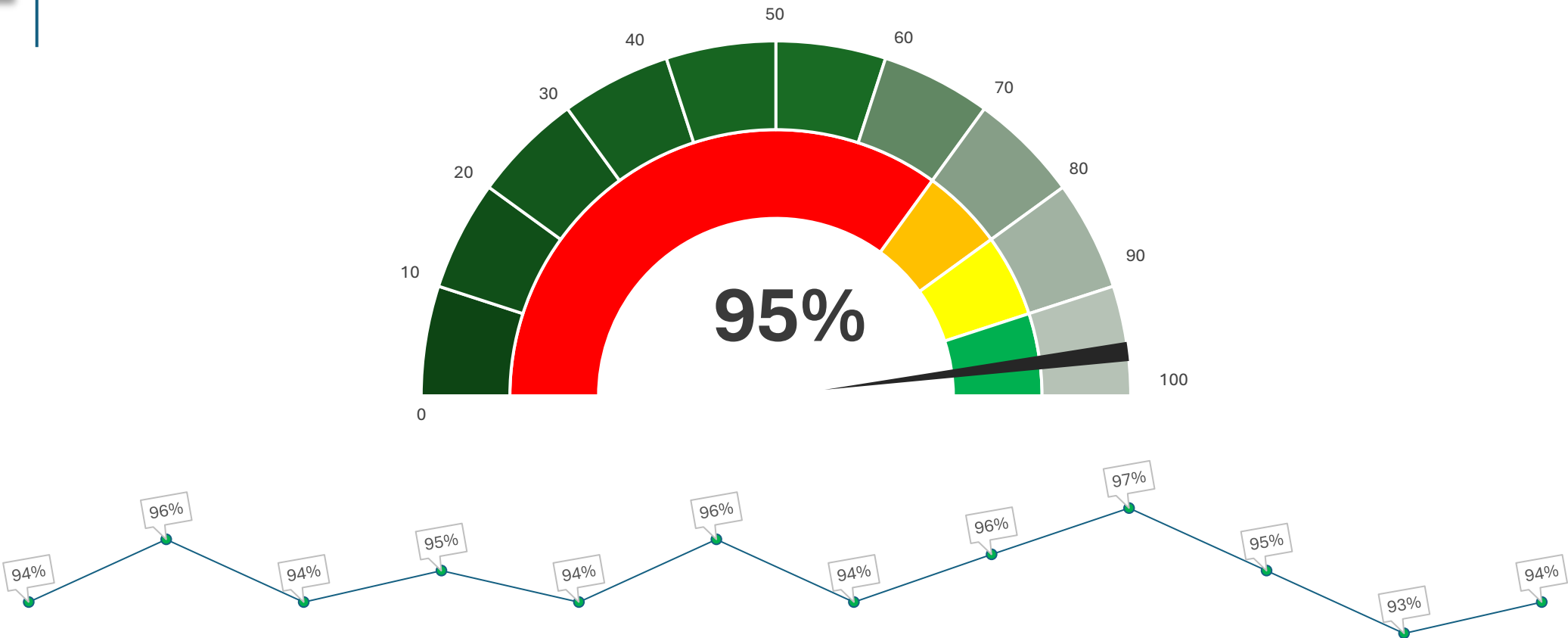
Peak Times for the Month	
11:00 am	302 = 14% of Trips
12:00 pm	314 = 14% of Trips
2:00 pm	516 = 23% of Trips

Day of the Week	Trips
Monday	467
Tuesday	554
Wednesday	487
Thursday	242
Friday	446
Weekend	28





On-Time Performance

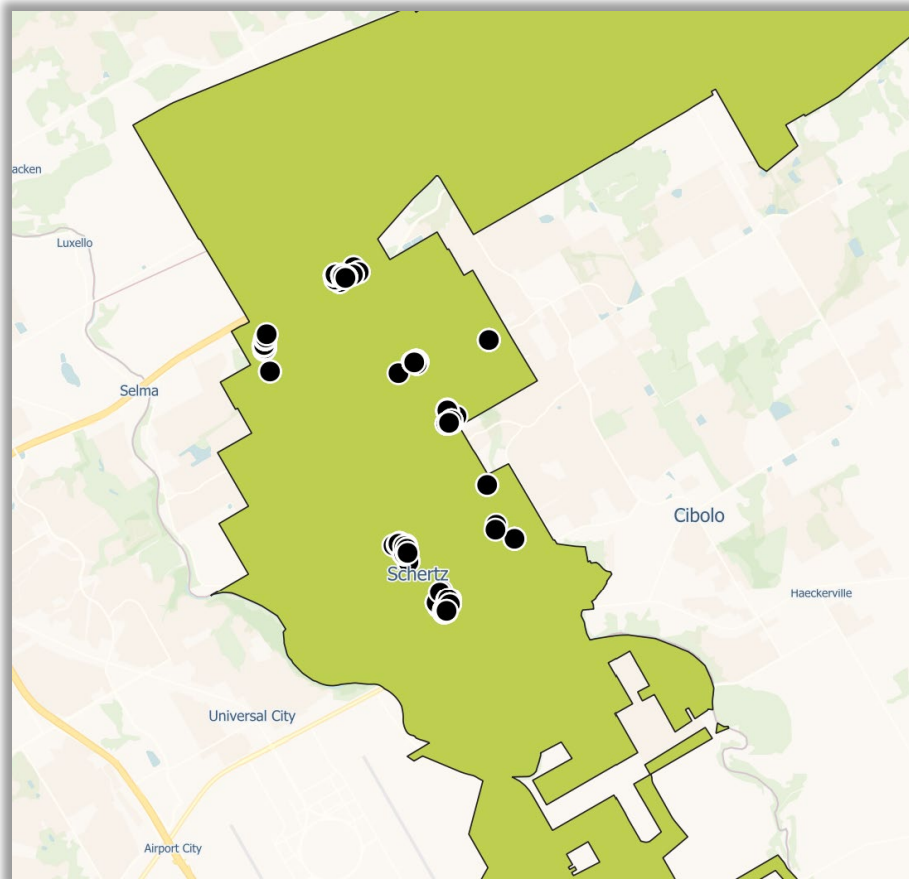


Schertz, Texas – FY 24-25





El – Sereno Operates on Tuesdays



El Sereno Trips

Oct 2024 to Sep 2025

480

El Sereno represents 21.5% of trips for Schertz



Demographics – Trip Purpose (Not all trips had a type assigned)

Medical	944
Other	159
School	4
Shopping	10
Work	116
Nutrition	511



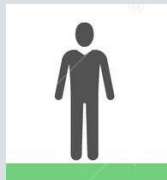


Demographics – Age (Not all trips had an age assigned)



0

Youth – 0 to 18



264

Adult – 18 to 60

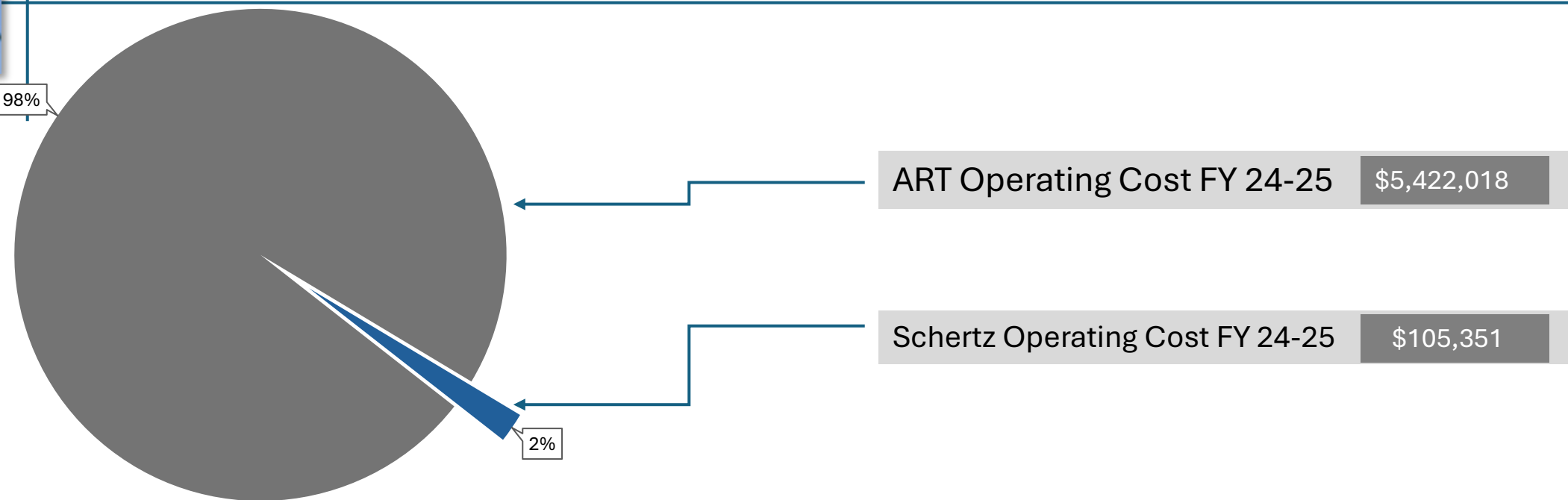


1296

Senior – 60 to 100



Operating Cost



Operating Cost @ \$47.37 per trip for Schertz	Schertz	VIA	AACOG
\$105,351	\$42,666	\$42,666	\$20,019



Schertz - Summary



Services Completed for Schertz

- 2,224 trips
- 23,025 Rev Miles
- 1,191 Rev Hours

FY 24-25 (Oct 24 to Sep 25)

Operating Cost	Schertz	VIA	AACOG/ART
\$105,351	\$42,666	\$42,666	\$20,019

GAP Funding Provided by AACOG/ART is \$20,019

- GAP funding is provided by AACOG/ART service contracts

Any Questions

Thank You For Your
Time



Sean Scott

FY24-25

OCT 2024 TO SEP 2025

Schertz, Texas



Sean Scott

12/12/2025

Most if not all residents, whether they ride the bus or not, will BENEFIT from PUBLIC TRANSPORTATION

Public Transportation supports **ECONOMIC GROWTH**

Public Transportation supports **COMMUNITY HEALTH**

ECONOMIC GROWTH



Every dollar invested in PUBLIC TRANSPORTATION can yield around \$4 in economic gains in the community



Transit connects workers to jobs and students to classes



Job creation

COMMUNITY HEALTH



Transit assists seniors in accessing medical services and opportunities for socialization



Improves community mobility

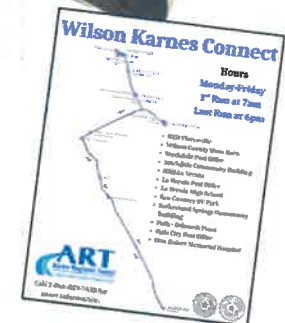
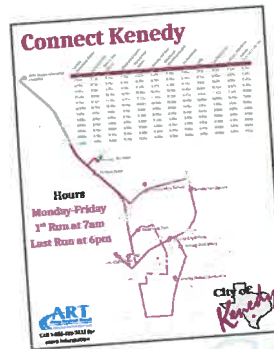
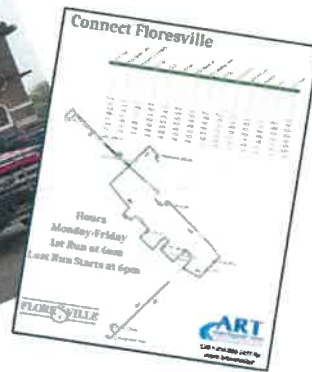
What **AACOG / ART** Provides

- Operation Management and Planning
- Service Design and Implementation
- Operation Staff (Drivers, Dispatcher, Supervisors)
- Vehicles and Maintenance
- Route Monitoring and Service Adjustments
- Vehicle Wraps
- Online trip Planning
- App based reservation
- Marketing and travel training
- Ridership and progress reports

Services Alamo Regional Transit (ART) Provides

- Scheduled Route Service
- Advance Demand Response (ADR)
- Micro Transit
- Travel Planning
- Regional Coordination Transportation Planning

Scheduled Route Service



- Connect Seguin
- Cowboy Connect
- Wilson County Connect
- Connect Floresville
- Karnes County Connect
- Connect Kenedy
- EL Sereno

Advanced Demand Response (ADR)

- Call to reserve 1-866-889-7433
- Call in your request as soon as possible (minimum 24hrs)
- Use Mobile App
- Be ready for pick-up 30 minutes before your scheduled pick-up time



MICRO TRANSIT

- PRONTO – ART's MICRO TRANSIT same day trips
- The Mobility App allows ART passengers to manage their transportation from the convenience of their smart phone
 - Empower riders to manage the scheduling of their trips
 - Through the app you can cancel trips or rebook



ART – Mobile App

1. Install the App

- Find Alamo Regional Transit on the Google Play Store or the App Store
- Download the app and grant the necessary permissions

SCAN ME

To provide you with the best experience, our app requires a few permissions.

Please grant the following permissions for full functionality

Alamo Regional Transit
RIDER CARD

Alamo Regional Transit
RIDER CARD

Alamo Regional Transit (ART) serves 12 rural counties – Atascosa, Bandera, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, McMullen, and Wilson.

SCAN ME

Download the Alamo Regional Transit App today

Google Play App Store

2. Login or Register

- If you already have an account, you can simply log in.
- After a successful login, you will be automatically directed to the dashboard.
- You have the option to proceed with Google/Apple sign-in.

Once you're on the dashboard, click on the "Login" button.

It will redirect you to the login/registration screen.

2

3. Email verification

- Now we will send an email to the email address you provided.
- Please check your email and complete the registration by verifying it.
- Once you have verified your account via email, click on the got started button.
- This completes the successful registration to book.

4. Plan a Trip

- On the trip planner page, you need to enter your source and destination addresses.
- You also have the option to drag the map to select the source location.
- After entering the source and destination addresses, you will be directed to the suggested route page.

5. Suggested routes

- The app displays various route options and recommendations.
- Click your option from the list.
- Please complete this form to book a trip.

6. Book a Ride

- You can also see the total cost and estimated travel time for your trip.
- To book a trip, simply select your option from the suggested list.
- It takes you to booking screen.
- In booking screen you can change the purpose of the trip.
- Pick up and drop off dates can be added.
- Click on the book now button to book a trip.

You will now have access to view fare and book any available trips.

Download the Alamo Regional Transit App today

Google Play App Store

TRAVEL TRAINING

- To educate people on how to use ART's services to plan and reserve their trips through self registration service
- Group or Individual training/instructions to various groups
 - Senior Centers
 - Schools
 - Other Organizations

This allows PEOPLE the FREEDOM to schedule their own TRANSPORTATION at their leisure



SCHERTZ

- Schertz Trips FY24, 2,797 @\$43.65 trip
- Total FY24 Costs for Schertz \$122,089
- VIA FY24 Funding Match \$42,667
- Schertz FY24 Match Funding \$42,666
- AACOG FY24 GAP Funding \$36,756
- Schertz Trips FY25, 2,070 @\$48.48 trip
- Total FY25 Costs for Schertz \$100,354
- VIA FY25 Funding Match \$42,667
- Schertz FY25 Match Funding \$42,666
- AACOG FY25 GAP Funding \$15,021



*** AACOG Gap Funding is provided by service contracts that we have in Schertz ***

Schertz, Texas





Transportation Projects

- AACOG is updating the 5-year Regional Coordination Plan
- AAMPO conducting a study to connect San Antonio to New Braunfels and other locations with public transportation
- VIA is open to providing additional funding to expand service

Any Questions

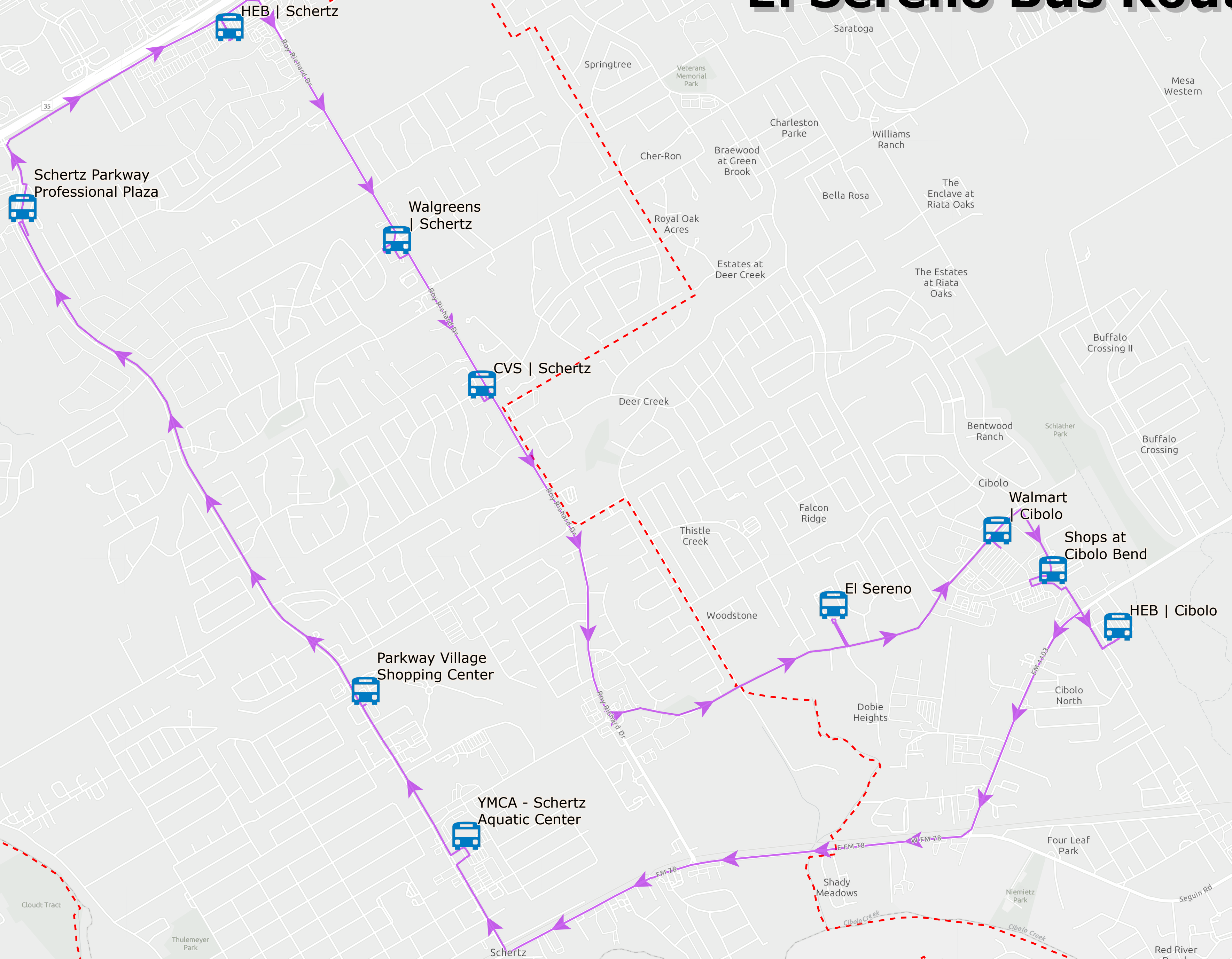
Thank You For Your
Time



Sean Scott

12/12/2025

El Sereno Bus Route



CITY COUNCIL MEMORANDUM

City Council Meeting: January 20, 2026
Department: Engineering
Subject: Resolution 26-R-016 - Authorizing participation in the Guadalupe County Master Drainage Plan under the Texas Water Development Board Flood Infrastructure Fund program (B.James/K.Woodlee/T.Harris)

BACKGROUND

Guadalupe County is moving forward with the development of a Countywide Master Drainage Plan under the Texas Water Development Board's (TWDB) Flood Infrastructure Fund (FIF) program, Flood Management Evaluation (FME) category. As part of the application and project development requirements under 31 TAC §361.10 and the SFY 2024–2025 FIF Intended Use Plan (IUP), Guadalupe County must notify and coordinate with all eligible political subdivisions within the project watershed area, including cities, water districts, river authorities, and other units of local government.

Purpose of the Project

The Master Drainage Plan will evaluate countywide flood risks, identify priority mitigation improvements, update hydrologic and hydraulic data, and develop a unified strategy for long-term resilience across the county and its incorporated communities. TWDB requires demonstration that all affected political subdivisions have been given the opportunity to participate in the planning process.

This resolution ensures that the City of Schertz is included in planning efforts associated with the Flood Infrastructure Funded program. This participation does not create any obligation for funding, but allows Guadalupe County to include the city in receiving benefits from the drainage study. In order to meet the FME criteria, Guadalupe County must document that:

- All eligible political subdivisions have been notified;
- Each has been given an opportunity to participate; and
- Participating entities have formally acknowledged involvement in the planning effort.

The adoption of this resolution will satisfy that requirement and ensure the city is included in data collection, model development, project identification, and stakeholder coordination.

GOAL

The goal of Resolution 26-R-016 is to ensure the City of Schertz is included in data collection, model development, project identification, and stakeholder coordination as it relates to the development of the Guadalupe County Master Drainage Plan.

COMMUNITY BENEFIT

The City of Schertz, located in Guadalupe county, will be included in data collection, model development, project identification and stakeholder coordination for flood infrastructure and flood management projects.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 26-R-016.

FISCAL IMPACT

There is no funding obligation associated with this resolution. Guadalupe County is collaborating with the Texas Water Development Board to receive funding under their Flood Infrastructure Fund Program.

RECOMMENDATION

Approve Resolution 26-R-016.

Attachments

Resolution 26-R-016 - Guadalupe County Master Drainage Plan

RESOLUTION 26-R-016

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE PARTICIPATION IN THE GUADALUPE COUNTY MASTER DRAINAGE PLAN UNDER THE TEXAS WATER DEVELOPMENT BOARD FLOOD INFRASTRUCTURE FUND (FIF), FLOOD MANAGEMENT EVALUATION (FME) PROGRAM.

WHEREAS, Guadalupe County is preparing an application to the Texas Water Development Board (TWDB) under the Flood Infrastructure Fund (FIF), Flood Management Evaluation (FME) category, for the development of a Countywide Master Drainage Plan; and

WHEREAS, TWDB rules (31 TAC §361.10) and the State Fiscal Year 2024–2025 FIF Intended Use Plan require applicants to coordinate with all eligible political subdivisions within the watershed area and allow those entities the opportunity to participate in the planning process; and

WHEREAS, the City of Schertz recognizes that a coordinated, countywide drainage and flood mitigation plan is essential for protecting public safety, reducing flood risk, improving infrastructure resilience, and supporting long-term community planning; and

WHEREAS, participation in this planning effort does not obligate the City of Schertz to provide funding, but ensures that its drainage concerns, data, and priorities are incorporated into the County-led evaluation.

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

Section 1. The City Council hereby expresses its support for, and formal participation in, the Guadalupe County Master Drainage Plan to be funded through the TWDB FIF–FME program.

Section 2. The City manager or his designee is authorized to coordinate with Guadalupe County and its consultants, provide relevant drainage data, and participate in meetings associated with the development of the Master Drainage Plan.

Section 3. A copy of this resolution shall be provided to Guadalupe County for inclusion in its official project file and TWDB-required documentation.

Section 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 5. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

Section 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 9. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on the _____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: January 20, 2026
Department: Fire Department
Subject: Resolution 26-R-009 - Authorizing a service agreement with On Duty Health for comprehensive fire department physical evaluations (S.Williams/G.Rodgers)

BACKGROUND

The City of Schertz requested proposals for annual physical evaluations for Fire personnel. One proposal was received in response to the solicitation. Upon evaluation of the pricing and qualifications, City staff has determined that sole respondent, On Duty Health is qualified to be provide the requested services. The proposed agreement is attached to this agenda item.

GOAL

The goal of this service agreement is to ensure that personnel within the Fire Department are medically and physically capable of performing the high-risk, "athlete" demands of firefighting without endangering themselves, their team, or the public. With the recent release of NFPA 1580 (2025 Edition), which consolidates several previous standards (including NFPA 1582), the focus has shifted toward a more holistic "Health and Wellness" model rather than just a "Pass/Fail" medical exam.

Primary Goals of the Physical:

- Early Detection of Life-Threatening Conditions
- Cancer Screening
- Job Readiness
- Injury Prevention

NFPA 1580 Compliance & Consolidation: (NFPA 1580 introduced a major shift in how cardiorespiratory fitness is measured. Instead of the old "12 METs" (one-size-fits-all) threshold, the 2025 standard uses age and gender-adjusted percentiles (the 50th percentile of the general population). This change makes the physical more scientifically accurate across a diverse workforce.)

- NFPA 1582 (Medical Programs)
- NFPA 1583 (Fitness Programs)
- NFPA 1584 (Rehab/Decontamination)

Regulatory & Legal Compliance:

- OSHA 29 CFR 1910.134
- Workers' Compensation
- Liability Mitigation

COMMUNITY BENEFIT

Reliable Emergency Response:

- The community relies on the Fire Department to be ready 24/7. If a Firefighter suffers a medical emergency during a fire or a rescue, they transition from being a rescuer to a victim. This effectively halts the emergency operation, requiring other crews to divert their attention to their fallen colleague rather than the original emergency. Annual physicals ensure the people responding to a 911 call are physically capable of completing the task.

Fiscal Responsibility and Taxpayer Savings: (While there is cost associated with this service agreement, it is a significant cost-saving measure for the city)

- Reduced Workers' Comp Claims - Early detection of a condition is significantly cheaper than paying for a catastrophic medical event or permanent disability claim.
- Presumptive Laws - Comprehensive physicals provide the City with "baseline data" to manage high-cost liabilities.
- Lower Overtime Costs - Identifying health issues early reduces long-term sick leave, keeping more personnel on the trucks and reducing the need to pay "fill-in" overtime to cover vacant shifts.

Protection of Training Investments: (It costs tens of thousands of dollars to recruit, hire, and train a single firefighter)

- Retention
- Knowledge Retention

Continuity of Service:

- Mid-sized departments can be crippled if 2-3 members are out on long-term medical leave simultaneously. By proactively managing health through a provider like On Duty Health, the City strives to ensure it maintains the minimum staffing levels required to keep fire stations open and response times low.

Alignment with "Health Community" Initiatives:

- When an organization prioritizes the health and well-being of its fire department members, it demonstrates the city is a "proactive employer of choice," which helps in recruiting high quality candidates to serve the community.

SUMMARY OF RECOMMENDED ACTION

By authorizing this agreement, we are ensuring that when a citizen calls 911, the responders who arrive are not only well-trained but medically fit to perform life-saving work. This is a proactive measure that protects our residents, reduces our long-term financial liability, and ensure our Firefighters, remain on the job and healthy.

FISCAL IMPACT

The total cost of the services provided within this agreement are approximately \$42,000 per fiscal year, with a total contract amount not to exceed \$250,000 over the 5-year period. Additional expenses may be incurred on an as-needed basis due to physical examination discovery for each individual.

The agreement shall become effective upon the date of the final signature and remain in effect through January 31, 2029, with the option to review for two (2) additional terms of one (1) year each unless terminated.

RECOMMENDATION

Authorize the City Manager to execute a service agreement with On Duty Health for comprehensive fire department physical evaluations.

Attachments

Resolution 26-R-009 with attachments

RESOLUTION 26-R-009

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A SERVICE AGREEMENT WITH ON DUTY HEALTH FOR COMPREHENSIVE FIRE DEPARTMENT PHYSICAL AND MEDICAL EVALUATIONS

WHEREAS, the City of Schertz recognizes that the health and physical well-being of its fire department personnel are of paramount importance to the safety of both the individual responders and the community at large; and

WHEREAS, the nature of fire and emergency services exposes personnel to unique occupational hazards, including increased risks of cardiac events and carcinogen exposure; and

WHEREAS, NFPA 1582 (Standard on Comprehensive Occupational Medical Program for Fire Departments) sets forth the national standards for occupational medical programs intended to ensure the health and safety of firefighters; and

WHEREAS, On Duty Health provides specialized, onsite occupational medical services specifically tailored to the requirements of the fire service, thereby minimizing the out-of-service time for fire department personnel during the evaluation process; and

WHEREAS, the City Council finds that entering into a service agreement for these specialized physicals serves a vital public purpose by ensuring a fit and health first responder workforce.

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 service agreement with On Duty Health for the provision of the fire department physicals and related medical evaluation services as substantially set forth in Exhibit A with a not to exceed amount of **TWO HUNDRED FIFTY THOUSAND DOLLARS** (\$250,000.00) over the 5-year contract term.

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

Service Agreement with On Duty Health for Annual Firefighter Physical Examinations

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
 §
GUADALUPE COUNTY §

This Service Agreement (“Agreement”) is made and entered by and between the City of Schertz, Texas, (the “City”) a Texas municipality, and On Duty Health, PLLC (“Contractor”).

Section 1. Duration

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through January 31, 2029 with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work

- (A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”.
- (B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.
- (C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation

- (A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit “A” and as provided herein.
- (B) *Billing Period.* Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Contractor’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.
- (D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

- (1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.
- (2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.
- (3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.
- (4) To the extent there is a conflict between this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

This section intentionally left blank

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

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

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per

occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

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

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

Evidence of such insurance shall be attached as Exhibit "C".

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

Section 6. Miscellaneous Provisions

- (A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.
- (B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.
- (C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.
- (D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately

report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

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

- (F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

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

purposes.

- (H) *Non-Boycott of Energy*. Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.
- (I) *Non-Boycott of Firearm Entity*. Pursuant to Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- (J) *Access to Premises*. Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to fulfil the obligations of the Contractor regarding such facilities. The contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

(K) **INTERLOCAL PARTICIPATION**

The City may enter Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as “Entity” or “Entities”) to enhance the City’s purchasing power. At the City’s sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein and shall be subject to bidder’s acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.

Vendor authorizes City’s use of Vendor’s name, trademarks and Vendor provided materials in City’s presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City’s contract.

Section 7. Termination

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Contractor and City;
 - (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
 - (3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;
 - (4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Contractor.
- (B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE CITY OF SCHERTZ, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER ACTUAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL), OF ANY CONCEIVABLE CHARACTER, FOR INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE WORK OR GOODS PERFORMED OR PROVIDED BY CONTRACTOR – EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii)

delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an

original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

It is understood and agreed that this Agreement, which incorporates the original RFP, Contractor's Response to RFP, and Purchase Order(s) issued for payment contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Order of Precedence. In the event of a conflict between the terms and conditions included in the body of this Agreement and the terms and conditions included in any of the incorporated documents, the order of precedence shall be: (a) Agreement; (b) the attachments and/or exhibits to Agreement, (c) Contractor's Response to RFP, and (d) Purchase Order(s).

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

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

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

Certificate of Interested Parties

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

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

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

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

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

CITY:

CONTRACTOR:

By: _____

Name: Steve Williams

Title: City Manager

By: _____

Name: **Greg Batla**

Title: **CEO**

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

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

On Duty Health, PLLC
Attn: Greg Batla, CEO
2028 E Ben White Blvd, Suite 117-4949
Austin, TX 78741

Exhibit “A”

SCOPE OF WORK

Scope of Work

See Following Pages for full scope of work

Programs & Options

BRONZE PROGRAM

Offers Basic NFPA 1580 compliance

Description		
Standard Labs & Urinalysis		
• Urinalysis • Complete Blood Count • Complete Metabolic Panel • Lipid Panel with LDL/HDL Ratio (Total Cholesterol) • A1C (Glucose/Hemoglobin) • Thyroid Stimulating Hormone • Prostate Specific Antigen (males patients over 40) • On-Site Phlebotomy available for a separate fee (free if rotating through local LabCorp)		
Comprehensive Physical Examination		
• Comprehensive Physical with Health History & Vitals • Advanced Vision Testing (Titmus V2) • Audiometry Testing • Skin Cancer Assessment • Behavioral Health Assessment (Questionnaires & Oral exam) • Sleep Disruption Questionnaire • Breast Cancer Screening and Mammogram Recommendation (females) • Review of Results w/ Personalized Health Plan		
Cardiopulmonary Screening & Fitness Assessment		
• EKG Treadmill Stress Testing; Consisting of 12-lead EKG treadmill/bicycle stress test to maximal volition utilizing WFI protocol, VO2 Max Calculation (NO True VO2) • Pulmonary Function Testing (Spirometry) • Metabolic Analysis w/ Body Composition • Muscular Endurance, Strength and Flexibility Evaluation		
*Total per person		\$589
Total per person, Interlocal Group (CESO)		\$509

SILVER PROGRAM *(most popular)*

Description

Enhanced Labs & Urinalysis

- Urinalysis
- Complete Blood Count:
- Complete Metabolic Panel
- Lipid Panel with LDL/HDL Ratio
- A1C
- Thyroid Stimulating Hormone
- Prostate Specific Antigen (**male patients 40 and over**)
- Fecal Occult Screening Kit (**patients 40 and over**)
- On-Site Phlebotomy available for a separate fee (free if rotating through local LabCorp)

Comprehensive Physical

- Comprehensive Physical with Health History & Vitals
- Advanced Vision Testing (Titmus V2)
- Audiometry Testing
- Skin Cancer Assessment
- Behavioral Health Assessment (Questionnaires & Oral exam)
- Sleep Disruption Questionnaire
- Breast Cancer Screening and Mammogram Recommendation (females)
- Review of Results w/ Personalized Health Plan

Cardiopulmonary Screening & Fitness Assessment

- Cardiopulmonary Exercise Testing (CPET) consisting of 12-lead EKG treadmill or bicycle stress test to maximal volition utilizing WFI protocol, Blood Pressure readings, and **TRUE VO2 Max Testing**
- Pulmonary Function Testing (Spirometry)
- Metabolic Analysis w/ Body Composition
- Muscular Endurance, Strength and Flexibility Evaluation
- **Cardiology followup as indicated**

Ultrasound Enhanced Cancer Screening

- Ultrasound imaging of the carotid arteries, aorta & aortic valves, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men)
- **Radiology followup for abnormal findings, as indicated**

Total per person, single agency (Schertz)	\$699
Total per person, Interlocal Group (CESO)	\$619

GOLD PROGRAM

Description

Enhanced Labs & Urinalysis

- Urinalysis
- Complete Blood Count:
- Complete Metabolic Panel
- Lipid Panel with LDL/HDL Ratio
- A1C
- Thyroid Stimulating Hormone
- Prostate Specific Antigen (**male patients 40 and over**)
- Fecal Occult Screening Kit (**ALL Patients**)
- **Hormone Levels Testing** (Testosterone- males, Estrogen- females)
- On-Site Phlebotomy available for a separate fee (free if rotating through local LabCorp)

Comprehensive Physical

- Comprehensive Physical with Health History & Vitals
- Advanced Vision Testing (Titmus V2)
- Audiometry Testing
- Skin Cancer Assessment
- Behavioral Health Assessment (Questionnaires & Oral exam)
- Sleep Disruption Questionnaire
- Breast Cancer Screening and Mammogram Recommendation (females)
- Review of Results w/ Personalized Health Plan

Cardiopulmonary Screening & Fitness Assessment

- Cardiopulmonary Exercise Testing (CPET) consisting of 12-lead EKG treadmill or bicycle stress test to maximal volition utilizing WFI protocol, Blood Pressure readings, and **TRUE VO2 Max Testing**
- Pulmonary Function Testing (Spirometry)
- Metabolic Analysis w/ Body Composition
- Muscular Endurance, Strength and Flexibility Evaluation
- **Cardiology followup as indicated**

Ultrasound Enhanced Cancer Screening

- Ultrasound imaging of the carotid arteries, aorta & aortic valves, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men)
- **Radiology followup for abnormal findings, as indicated**

Low Dose CT Lung Screening and Coronary Calcium Scoring

- Lung Cancer Screening & Coronary Calcium Scoring, conducted every 5 years
- Conducted through regional partner

Brain MRI Screening

- Brain Cancer Screening, conducted every 5 years
- Conducted through regional partner

Total per person, single agency (Schertz)	\$1,119
Total per person, Interlocal Group (CESO)	\$1,039

PLATINUM PROGRAM (5 Year Program)

Description
PLATINUM Five Year Screening Program
Every Year: Gold Labs & Urinalysis Comprehensive Physical Cardiopulmonary Screening & Fitness Assessment On-Site Phlebotomy available for a separate fee (free if rotating through local LabCorp)
Ultrasound Enhanced Cancer Screening plus Spouse/Partner* Ultrasounds Included at no additional cost ¹³⁵
LP-PLA ₂ - Lipoprotein-associated Phospholipase A ₂ - Stroke and Cardiovascular Disease Risk Blood Test ¹ (conducted one time)
PFAS (Perfluoroalkyl and polyfluoroalkyl) Substance Testing ¹
Low Dose CT Lung Screening with Coronary Calcium Scoring ²
Galleri 50+ or CancerGuard EX Multi Cancer Early Detection Blood Test ³ (or equivalent)
Brain Cancer Screening MRI ⁴
Enhanced Psychological Screening ⁵ (may be excluded if department has program in place)
Total per person, single agency (Schertz) \$1,599
Total per person, Interlocal Group (CESO) \$1,519

¹Conducted on Year One, ²Conducted on Year Two, ³Conducted on Year Three, ⁴Conducted on Year Four, ⁵Conducted on Year Five, *Patients must provide a marriage license for this service to be provided

Platinum Program Visual Matrix	Year 1	Year 2	Year 3	Year 4	Year 5
Enhanced (Gold) Labs	√	√	√	√	√
Full Physical	√	√	√	√	√
Cardiopulmonary Assessment	√	√	√	√	√
Ultrasound	√		√		√
Spouse/Partner Ultrasound	√		√		√
PFAS	√				
LP-PLA ₂	√				
Low Dose CT Lung and Coronary Calcium Scoring		√			
Galleri or CancerGuard EX Test			√		
Brain MRI				√	
Enhanced Psychological Screening					√

ALL PROGRAMS

at a Glance

All Programs Visual Matrix	BRONZE	SILVER	GOLD	PLATINUM
Standard Labs	√	√	√	√
Enhanced Labs		√	√	√
Hormone Testing			√	√
Full Physical	√	√	√	√
Cardiopulmonary Assessment	√	√	√	√
Ultrasound		√	√	√
Spouse/Partner Ultrasound				√
PFAS				√
LP-PLA2				√
Low Dose CT Lung and Coronary Calcium Scoring			√	√
Galleri Test				√
Brain MRI			√	√
Enhanced Psychological Screening				√

Note: Most options can be added to any program as a la carte

New Hire & Return to Duty Screening Options

Item	Description	Pricing
New Hire Physical	• Includes all elements of Bronze Program (full labs, physical, and EKG Stress Testing). Physicals are to be performed at a nearby department. Rapid Strike new hire option is available on-site with a minimum of 3 patients.	\$589
Extended New Hire Lab Panel (Optional)	• Recommended to establish baseline, then repeated post-exposure • Hepatitis Panel (A, B, C) • HIV Screening • TB Screening (QuantiFERON Gold Blood Test) • Urine Drug Screen • Heavy Metals I Profile	\$435
Preemployment Psychological Screening	• Hosted in-person • POST Standard. Includes questionnaires and an evaluation with a licensed mental health specialist, specialized in first responder health • Employer receives a "suitable" or "unsuitable" recommendation	\$499
Annual Enhanced Psychological Screening	• Enhanced Behavioral Health Questionnaires • Telemedicine evaluation includes 30 minute check-in with a licensed mental health professional, specialized in first responder health	\$199
Return-to-Duty Physical	• Patient is reevaluated and cleared/not cleared based on the issue in question. Provided at a nearby department.	\$299

Additional Services Available (per person)

Item	Description	Pricing
Cancer Labs	Galleri Multi-Cancer Early Detection Blood Test (50+ cancers)	\$749
	CancerGuard EX Multi-Cancer Early Detection Blood Test	\$699
	OneTest Premium Multi-Cancer Early Detection Blood Test	\$449
	EsoGuard Esophageal Cancer Test	\$1,399
	Cancer Marker Screening Panel (CEA, CA 19-9, AFP, Amylase, Lipase)	\$99
	CA-125 (ovarian cancer screening - women)	\$49
	Cancer antigen 15-3 (CA 15-3) [breast cancer]	\$99
	Additional Fecal Occult Colorectal Cancer Screening Kits	\$69
Other Labs	Hepatitis A, B and C Test (Acute Hepatitis Panel)	\$69
	QuantiFERON Gold TB (Blood test)	\$89
	Medical Professionals Urine Drug Screen (12 drug panel)	\$99
	Nicotine Screening (Urine)	\$49
	HIV testing	\$49
	Heavy Metals Profile I, Blood (arsenic, lead, mercury)	\$129
	Heavy Metals Profile II, Blood (arsenic, cadmium, lead, mercury)	\$159
	Cholinesterase (HazMat) testing	\$69
	Testosterone or Estrogen levels	\$49
	Lp-PLA2 Activity - Aid in predicting risk of coronary heart disease	\$99
	PFAS Toxin Testing (Polyfluoroalkyl - man made chemicals)	\$399
CT Scanning	Low Dose CT Lung Screening (available through regional partners)	\$499
	CT Coronary Artery Calcium Scoring (available through regional partners)	\$349
MRI	Brain MRI (available through regional partners)	\$699
Personal Training	Our certified personal trainer can build individual fitness plans for members who need additional assistance, with regular tele-health check-ins to monitor progress. (Per patient)	\$169/mo
Nutrition Counseling	Our certified nutrition counselor can build individual nutrition plans for members who need additional assistance, with regular tele-health check-ins to monitor progress. (Per patient)	\$169/mo

Exhibit “A”

Bid Table

A1. Please provide prices based on unit of measure (either per person or per test), as well as group pricing if available in consideration of interlocal use. The Annual Physical requirements and New Hire Physical are required components of this IFB. The included additional services are options that the City will potentially use if a quote is provided.

A2. Proposals may include additional services that are not expressly mentioned in this bid table or elsewhere in this IFB. If you wish to submit pricing for additional services that you will offer attach them as a continuation page to this bid table as part of your proposal using a similar format, making clear the unit of measure and whether it includes a group rate option.

Category	Service/Item Description	Details / Requirements	Unit of Measure	Estimated Qty	Vendor Price Submission
Annual Physical Requirements (Section 5.2.1)	Laboratory & Urinalysis	Urinalysis; CBC; Lipid Panel; A1C; TSH; PSA (males 40+); FIT Fecal Occult (40+)	Per Person Group Price	55-60 Schertz Staff Approximately 400 Interlocal Total	Included in Silver Program: Single Department: \$699 Interlocal Group: \$619
	Full Physical Examination	Comprehensive Physical; Vision; Audiometry; Skin Cancer; Behavioral Health; Sleep Questionnaire; Results Review			Included in Silver Program: Single Department: \$699 Interlocal Group: \$619
	Cardiopulmonary Screening & Fitness Assessment	CPET (12-lead EKG); VO ₂ Max; Pulmonary Function; Metabolic Analysis; Strength/Flexibility Evaluation; Cardiology follow-up			Included in Silver Program: Single Department: \$699 Interlocal Group: \$619

	Ultrasound Enhanced Cancer Screening	Ultrasound imaging (carotid, aorta, thyroid, organs, pelvic/testicular/prostate); radiology follow-up as indicated			Included in Silver Program: Single Department: \$699 Interlocal Group: \$619
New Hire Physical (Section 5.2.2)	New Hire Firefighter Physical	Full labs, physical, and EKG Stress Test at nearby Fire Department facility	Per Person	As Needed (New Hires)	\$589
Additional Services as needed	Cancer Labs	Galleri Multi-Cancer Test; OneTest; EsoGuard; CA-125; Additional Fecal Kits	Per Test	As Needed	Galleri: \$749
	Multi-Cancer Test	One Test Premium Multi-Cancer Early Detection Blood Test	Per Test	As Needed	\$449
	Esophageal Cancer Test	EsoGuard Esophageal Cancer Test	Per Test	As Needed	\$1,399
	CA -125	CA-125 Ovarian Cancer Screening	Per Test	As Needed	\$99
	Colorectal Cancer Screening	Additional Fecal Occult Colorectal Cancer Screening	Per Test	As Needed	\$69
	HIV	HIV Testing	Per Test	As Needed	\$49
	Heavy Metal Profile I	Heavy Metal Profile I (arsenic, lead, mercury)	Per Test	As Needed	\$129
	Heavy Metal Profile II	Heavy Metal Profile II (arsenic, cadmium, lead, mercury)	Per Test	As Needed	\$159
	HazMat Testing	Cholinesterase Testing (HazMat)	Per Test	As Needed	\$69
	CT Lung Screening	Low Dose CT Lung Screen (through regional partners)	Per Test	As Needed	\$499
	CT Coronary Artery Scoring	CT Coronary Artery Calcium Scoring (through regional partners)	Per Test	As Needed	\$349

	Chest X-Rays	Chest X-Rays (through regional partners)	Per Test	As Needed	\$159
	Breast Cancer Screening	Breast Cancer Screening (through regional partners)	Per Test	As Needed	Mammogram: \$449

Exhibit “B”

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

A

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

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

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

PRODUCER ABC Insurance Agency 655 Main Street Tampa, FL 33333-0000	CONTACT NAME: PHONE (Add No. Ext): FAX TAX No. ADDRESS:
INSURED XYZ Company 123 Apple Street Tampa, FL 22222-0000	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Carrier 00000 INSURER B: Insurance Carrier 00000 INSURER C: Insurance Carrier 00000 INSURER D: Insurance Carrier 00000 INSURER E: Insurance Carrier 00000 INSURER F: Insurance Carrier 00000

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

WER LTD	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y Y	X123456	01/01/1000	01/01/1000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC					
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWN AUTOS HIRED AUTOS	Y Y	123456789	01/01/1000	01/01/1000	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	Y Y				EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in TX) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	01234	01/01/1000	01/01/1000	☒ NO STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Builder's Risk Professional Services	Y Y	123450	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 426 enacted by Texas Legislature 82(R) session in 2011).

CERTIFICATE HOLDER City of Schertz 1400 Schertz Parkway Schertz, Tx 78154 Attn: Purchasing Dept.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED SIGNATURE REQUIRED HERE
--	---

ACORD 26 (2010/05)

The ACORD name and logo are registered marks of ACORD

© 1988-2010 ACORD CORPORATION. All rights reserved.

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

Complete the certificate of insurance with the information listed below:

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

Exhibit “C”

EVIDENCE OF INSURANCE



MASTER TERMS AND CONDITIONS

These Master Terms and Conditions ("MTC") govern all use of the Services from On Duty Health ("Company") by the "Customer", as defined in the Proposal/Purchase Order (collectively the "Parties" and individually a "Party").

1. Services. The Company shall provide the Customer's employees with certain services ("Services"). Services consist of those listed in the "Estimate" or "Proposal."
2. Fee. The Customer shall pay the Company the fee set forth in the Proposal/Purchase Order for each Fitness Assessment. The Customer shall remit payment to the Company for all Services within thirty (30) days of receipt of the invoice. A 2% late fee charge will be assessed after 30 days, and for each month thereafter that the payment is delayed. Each annual round of assessments will be billed at the completion of that round. The pricing is considered "locked," unless the number of members to be seen decreases by 15%.
3. Termination of Contract. The Customer may terminate the Contract, in whole or in part, with or without cause, without penalty, with ninety (90) days written notice. After this point, the Customer may not terminate the Purchase Order and shall be responsible for the fees for all Services performed, as described in the Purchase Order. The ninety (90) day termination period will reset each year on the day immediately following the completion of that year's assessments. The Company also reserves the right to cancel the Contract, with or without cause, without penalty, with ninety (90) days written notice.
4. Contract Period. This proposal and agreement constitute a three (3) year contract, with the option to extend for two (2), one (1) year terms, for a total of five (5) potential years. Pricing is considered locked for a three (3) year period, with a five percent (5%) increase planned for years four (4) and five (5), respectively. The period begins as of the signing of this Contract and runs through the completion of the 5th annual round of assessments.
5. Employee List & Schedule. At least six (6) weeks before the Company performs the Services each year, the Customer shall provide the Company with a list of all employees that will receive the Services (based off of the "Roster Template" provided by the Company). At least two (2) weeks before the Company performs the Services each year, the Customer shall provide the Company with a Schedule of which employees will be seen at what date and time (based off of the "Schedule Template" provided by the Company).
6. Modification and Cancellation of Proposal/Estimate. The Customer may cancel or modify the expected number of patients to be seen, in whole or in part, without penalty prior to **six (6) weeks out from the date set for receiving the Services** (Assessments Start Date). **After this point, the Customer may not modify or cancel the expected number of patients to be seen** (numbers may be increased if needed, but not decreased), **and shall be responsible for the fees for all Services described in the Proposal/Estimate**. If an employee is unable to attend due to sickness, injury, or other absence, they may reschedule a makeup appointment. This appointment must occur within two hundred (200) days of the initially scheduled "missed" appointment. The makeup appointment location will occur at another location, where the onsite team is located and has availability.
7. Credits. If Customer has an employee(s) who will miss the assessments due to sickness or other reasons, the Customer will hold a "credit" for that employee for 200 days, and may work with Company to schedule them for their assessments at another time and place.
8. Equipment. The Company agrees to provide all equipment and supplies necessary for the assessments, **EXCEPT for a treadmill**. The Customer agrees to provide a properly functioning treadmill

Customer
Initial

(with variable speed and variable incline) and adequate space for the assessments to be conducted.

9. Tardiness. All patients are encouraged to arrive for their appointed/assigned time slot at least 15 minutes prior to their start time, WITH all patient intake (online check-in) information filled out. Patients who arrive for their appointment later than 15 minutes after their start time will be turned away and urged to re-schedule (unless they were tardy due to a call....at On Duty Health, we respect the call). As is the case with any medical practice, it is important for us to keep our schedule running on time. If a patient is going to be tardy, please substitute another patient from later in the schedule if possible. If you need assistance with scheduling, please call our office at 512-655-3578.

10. Location Reciprocity. The Customer agrees to allow a small number of members from other departments, if any, to be seen on their premises. This allows for make-up physicals if a member missed at a nearby department, return to duty or new hire physicals. As such, other nearby departments will be granting such reciprocity to The Customer.

11. Limitation of Liability. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (UNLESS WITHOUT LIMITATION NEGLIGENCE), WARRANTY, GUARANTEE OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER, EXCEPT AS PROHIBITED BY LAW, THE CUMULATIVE, AGGREGATE LIABILITY OF COMPANY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS AGREEMENT) TO THE CUSTOMER AND ANY OTHER THIRD PARTIES FOR ALL CLAIMS, LIABILITIES AND DAMAGES ARISING OUT OF OR RELATING TO THIS MTC, WHETHER IN CONTRACT OR TORT OR BY WAY OF INDEMNITY OR OTHERWISE, SHALL NOT EXCEED: THE FEES PAID BY THE CUSTOMER TO THE COMPANY FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE BREACH FOR WHICH THE DAMAGES ARE CLAIMED.

12. Notice. All notices hereunder must be in writing to the other Party. If to the Company, the notice shall be sent to:

Greg Batla, CEO
2028 E Ben White Blvd, STE 240-4949
Austin, TX 78741
greg@onduty.health

13. Amendments. No amendment to, modification of, or termination of this MTC will be effective unless it is in writing and signed by the Parties.

14. Force Majeure. The Company shall not be liable or responsible to the Customer, nor be deemed to have defaulted or breached this MTC, for any failure or delay in fulfilling or performing any term of this MTC when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.

15. Agreement. In signing the Proposal/Purchase Order above, you agree to the entirety of terms and conditions set forth in this Master Terms And Conditions agreement.

SIGNATURES:

City/Department/Organization:

On Duty Health:

Name (Printed) _____

Name (Printed) _____

Signature _____

Signature _____

Date _____

Date _____

CITY COUNCIL MEMORANDUM

City Council Meeting: **January 20, 2026**
Department: **City Secretary**
Subject: **Resolution 26-R-011 Order Special Election for Council Place 6 (Mayor/S.Edmondson)**

Attachments

Resolution 26-R-011

RESOLUTION 26-R-011

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, CALLING A SPECIAL ELECTION TO BE HELD ON APRIL 4, 2026, FOR THE PURPOSE OF ELECTING A COUNCILMEMBER FOR PLACE 6 WITH GUADALUPE COUNTY, BEXAR COUNTY, AND COMAL COUNTY AND APPROVING THE GUADALUPE COUNTY ELECTION CONTRACT STATING THAT GUADALUPE COUNTY WILL OVERSEE THE SPECIAL ELECTION AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Pursuant to The Texas Constitution Article 11. Municipal Corporations Sec. 11 Term of Office Exceeding Two Years in Home Rule and General Law Cities; Vacancies. (c) Any vacancy or vacancies occurring on such governing body shall not be filled by appointment but must be filled by majority vote of the qualified voters at a special election called for such purpose within one hundred and twenty (120) days after such vacancy or vacancies occur; and

WHEREAS, the City has received a resignation from a councilmember, effective December 8, 2025, Texas Constitution Article 11, Sec. 11 and Article 16, Sec. 65 b) If any of the officers named herein shall announce their candidacy, or shall in fact become a candidate, in any General, Special or Primary Election, for any office of profit or trust under the laws of this State or the United States other than the office then held, at any time when the unexpired term of the office then held shall exceed one year and 30 days, such announcement or such candidacy shall constitute an automatic resignation of the office then held, and the vacancy thereby created shall be filled pursuant to the law in the same manner as other vacancies for such office are filled; and

WHEREAS, the City Council hereby finds and determines that a special election will be held on April 4, 2026, to fill the unexpired term of Place 6. Guadalupe County Elections Administrator will oversee the entire election for Guadalupe, Comal, and Bexar Counties; and

WHEREAS, the City Council finds and determines that holding such an election as provided for herein is in the best interest of the health, safety and welfare of the City.

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

Section 1. A Special Election shall be held on April 4, 2026, in and throughout the City, for the purpose of electing Councilmember for Place 6 to serve the remainder of the three-year term which will expire November 2027.

Section 2. At said Special Election, the candidate receiving at least fifty (50) percent plus one (1) of the votes for Councilmember Place 6 respectively, shall be declared elected to fill remainder of the three-year term which will expire November 2027.

Section 3. Any candidate desiring to have his or her name on the Official Ballot for said Special Election shall, no sooner than Wednesday, January 21, 2026, and no later than Monday, February 2, 2026, at 5:00 p.m., file with the City Secretary an application

in writing and in the form prescribed by the Texas Election Code requesting that his or her name be placed on the Official Ballot and declaring as a Candidate for Councilmember for Place 6. The name of all eligible candidates whose applications have been duly and timely filed shall be placed on the ballot pursuant to a drawing as provided by law.

Section 4. The election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas, and conducted in accordance with the terms set forth in the Contract for Election Services, attached hereto as Exhibit A.

Section 5. The City Secretary is hereby designated as the election officer for the City and is hereby authorized to perform all duties and take all actions as required pursuant to the Election Services and is further authorized to take any additional actions required by state law.

Section 6. Election Code Sec. 4.004 (d) all precincts in the City of Schertz in Bexar, Comal, and Guadalupe Counties have been consolidated. The Early Voting Location and Election Day Vote site established for this election are at Schertz Annex Building, 1101 Elbel Rd, Schertz, TX 78154 and Seguin Elections Office, 3251 TX-123, Seguin, TX, 78155.

Section 7. Polling on Election Day shall be held at the Vote Center Location at Schertz Annex Building, 1101 Elbel Rd, Schertz, TX 78154, on Saturday, April 4, 2026, as prescribed by applicable law, and, the polls shall be open from 7:00 a.m. to 7:00 p.m.

Section 8. The Election Administrator are hereby designated as the Early Voting Clerk to conduct such early voting in the election in accordance with the provisions of the Texas Election Code. The main Early Voting places at which early voting shall be conducted for those living respectively are in Bexar, Comal, and Guadalupe Counties.

- Michelle Shields, the Elections Administrator of Guadalupe County, mailing address is 3251 Highway 123, Seguin, Texas 78155 or PO Box 1346, Seguin Texas 78156-1346, (830-303-6363) and <https://www.guadalupe.tx.gov/page/elections.home>

Section 9. Early voting shall be conducted from Wednesday, March 18, 2026, through March 31, 2026, with some exceptions of certain Saturdays, Sundays, and official State holidays. Early Voting by personal appearance for the Election shall be conducted and at the locations as determined by the Elections Administrator in consultation with the Political Subdivision and in accordance with the Texas Election Code.

Section 10. The anticipated fiscal impact of conducting the election will be determined by the Elections Administrator.

Section 11. All resident qualified voters of the City shall be permitted to vote at the Early Voting location(s) designated by the Elections Administrator. The election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, and as may be required by any other law. All election materials and proceedings shall be printed in both English and Spanish.

Section 12. A substantial copy of this Resolution shall serve as proper notice of the Election. The City Secretary shall post and publish the election notice as required by the Texas Election Code.

Section 13. The Council authorizes the City Manager, or his/her designee, to negotiate and enter into one or more joint election agreements with other governmental organizations in accordance with the provisions of the Texas Election Code in such form as shall be approved by the City Manager, or his/her designee.

Section 14. The Council authorizes the City Manager, or his/her designee, to negotiate and enter into contracts with the County Clerk and Elections Administrators to conduct the Election in accordance with the provisions of the Texas Election Code in such form as shall be approved by the City Manager, or his/her designee.

Section 15. 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 Council.

Section 16. All ordinances and 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 ordered herein.

Section 17. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 18. 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 this Council hereby declares that this Resolution would have been enacted without such invalid provision. The Council hereby authorizes the Mayor and the City Secretary of the City to make such technical modifications to this Resolution that are necessary for compliance with applicable Texas or Federal Law or to carry out the intent of this Council, as evidenced herein.

Section 19. All exhibits provided for herein are incorporated by reference.

Section 20. 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 21. This Resolution shall be in force and effect from and after its final passage and any publication required by law.

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

CITY OF SCHERTZ

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson TRMC
City Secretary

Exhibit A
Contract for Election Services

CITY COUNCIL MEMORANDUM

City Council Meeting: January 20, 2026
Department: Executive Team
Subject: Workshop on draft code amendments related to regulating land uses in conformance with the JLUS per the recent special election (S.Williams/B.James)

BACKGROUND

As a result of the recent election, staff is putting forward draft regulations to enforce land use regulations in the ETJ within 5 miles of JBSA Randolph.

GOAL

Provide draft code amendments related to regulating land uses in the City's ETJ within 5 miles of JBSA Randolph to allow feedback from Council and the community.

COMMUNITY BENEFIT

Providing the draft regulations allows time for staff to answer questions and make adjustments based on community feedback.

SUMMARY OF RECOMMENDED ACTION

Based on the feedback received from the community, staff may present a revised version prior to submitting the regulations for approval and may even hold a separate public meeting to discuss the proposed regulations with the public.

RECOMMENDATION

No action is recommended at this time.

Attachments

Draft ETJ JLUS Regulations

Sec. 21.5.9. Special districts.

A. *Air Installation Compatible Use Zone District (AICUZ).*

1. Established to provide control on encroachment around a military airfield, encroachment that could destroy the harmonious relationship existing between the local community and a military airfield. This could eventually lead to the removal of the airfield, which would affect the economy of the area. Restrictions established in accordance with suggested guidelines and studies published by the military will control the development, construction and density of the area. The area is subject to high frequency of noise from aircraft and is at high risk to potential aircraft accidents. All uses and regulations contained within the AICUZ shall be in accordance with the AICUZ study and regulations published by Randolph Air Force Base.
2. A request for development that is not a permitted use by the AICUZ Study, as adopted by the City, or a request for zoning change for property located within the AICUZ requires written notification to Randolph Air Force Base (RAFB) of the proposed development, type occupancy, occupant load, hours of operation, and any special conditions of the project that may include noise, dust, smoke emissions, etc., and any proposed request for a zone change within the AICUZ, with applicable reference the Standard Land Use Code Manual (SLUCM) as adopted in the AICUZ Study. An acknowledgment from RAFB will be requested on the proposed development within 60 days. RAFB may conclude that the proposed development or zoning change should be permitted. Unless RAFB affirmatively recommends to the City that the proposed development or zoning change in the AICUZ be permitted, the development or zoning change will not be approved by the City. Failure on the part of RAFB to respond within 60 days will be deemed to be disapproval.

B. *Planned Development District (PDD).* A contiguous land area of a minimum size, as specified by this UDC and this Article, to be planned and developed using a common master zoning plan, and containing one or more uses and appurtenant common areas.

C. ReservedSchertz JBSA JLUS 5 Mile ETJ Regulations Overlay District. Applies to properties in the City of Schertz ETJ within 5 miles of JBSA Randolph.

(Ord. No. 13-S-22, § 5, 7-16-2013; Ord. No. 24-S-154, Exh. A, 10-22-2024)

Sec. 21.5.12. ~~Reserved~~Schertz JBSA JLUS 5 Mile ETJ Regulations Overlay District.

- A. ~~Applicability. The Schertz JBSA JLUS 5 Mile ETJ Regulations Overlay District shall apply to all properties in the City's ETJ within 5 miles of JBSA Randolph and shall be so indicated on the City's Zoning Map.~~
- B. ~~Purpose of the Schertz JBSA JLUS 5 Mile ETJ Regulations Overlay District is to provide land use regulations ensure combability between the land uses and operations of JBSA Randolph as outlined in the most recent JLUS.~~
- C. ~~Schertz JBSA JLUS 5 Mile ETJ Regulations Overlay District Subzones~~
1. ~~Subzones. Given that different regulations will apply to different areas of the Schertz JBSA JLUS 5 Mile ETJ Regulations Overlay District based on their geographic location and the JBSA Randolph JLUS, subzones of the overlay district will apply as indicated on the zoning map to indicate the applicability of those regulations. Some regulations will apply to the entire Schertz JBSA JLUS 5 Mile ETJ Regulations Overlay District and will be indicated as such.~~
- a. ~~Lighting Zone. The regulations of the City of Schertz Lighting and Glare Standards of Section 21.9.11 and as amended shall apply to the entire Schertz JBSA JLUS 5 Mile ETJ Regulations Overlay District.~~
- b. ~~Vertical Obstruction Zone. The maximum height allowed in the Schertz JBSA JLUS 5 Mile ETJ Regulations Overlay District is Thirty-Five feet (35') unless a variance is approved by the City's Board of Adjustment.~~
- c. ~~Noise Subzone. The regulations of Chapter 18 Buildings and Building Regulations, Section 18-41 Amendments, 1207 Sound Transmissions Standards for High Noise Areas and as amended shall apply to the 65 dBA and greater Subzone.~~
- d. ~~Density and Floor Area Ratio (FAR) Subzone. The regulations as outlined in the DOD Instruction 4165.576 Air Installation Compatible Use Zones that the City adopts by reference shall apply to the Density and Floor Area Ration (FAR) Subzone.~~

Formatted: Font: Not Italic

Formatted: Font: Not Italic

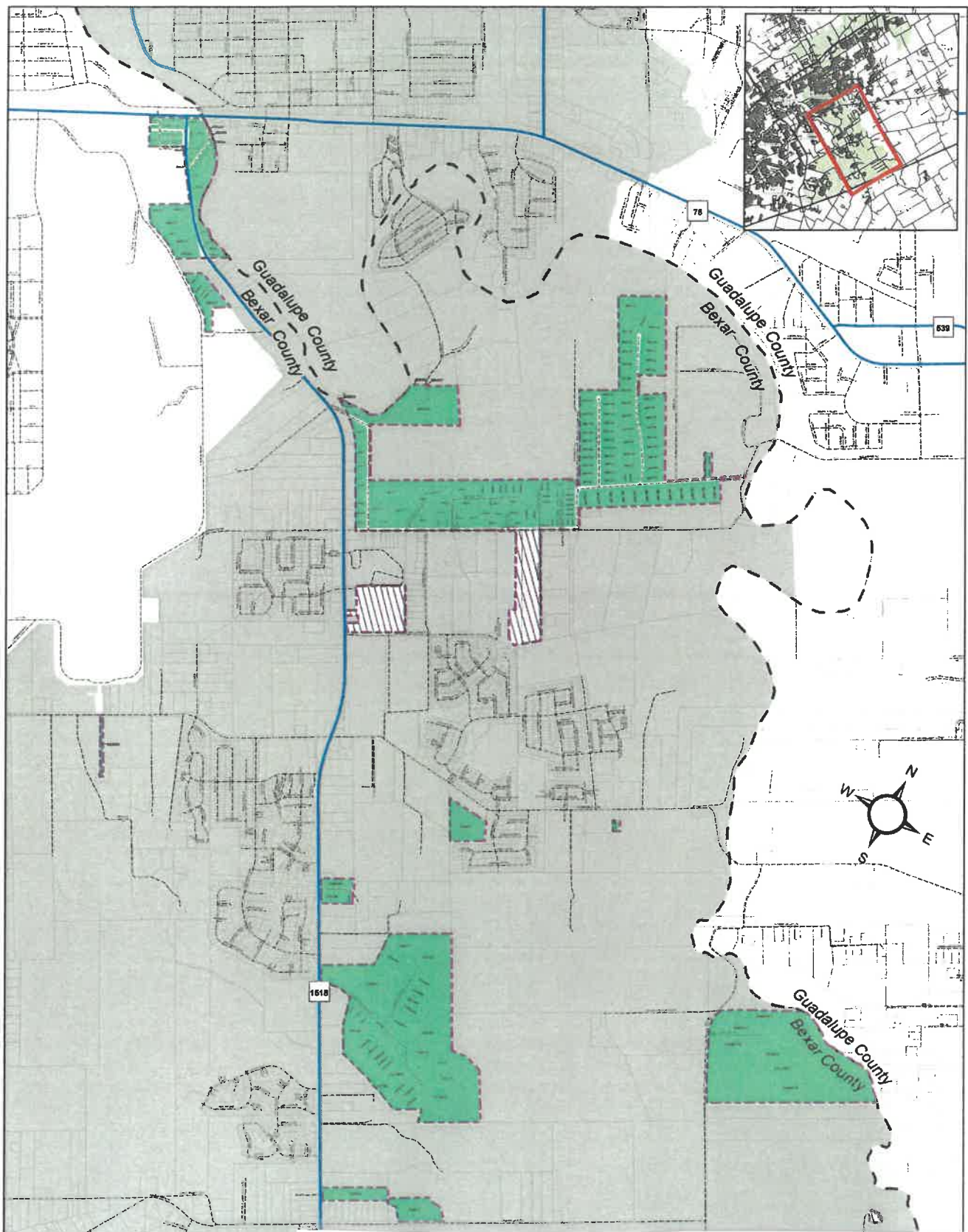
Formatted: Font: Not Italic

Formatted: Font: Not Italic

Formatted: Font: Not Italic

Formatted: Block 1, Indent: Left: 1"

Editor's note(s)—Ord. No. 24-S-01, § 1(Exh. A), repealed § 21.5.12 which pertained to the Agricultural Conservation Planned Development District (ACPDD) and derived from Ord. No. 13-S-22, adopted July 16, 2013; and Ord. No. 18-S-04, adopted January 23, 2018.



Lighting and Vertical

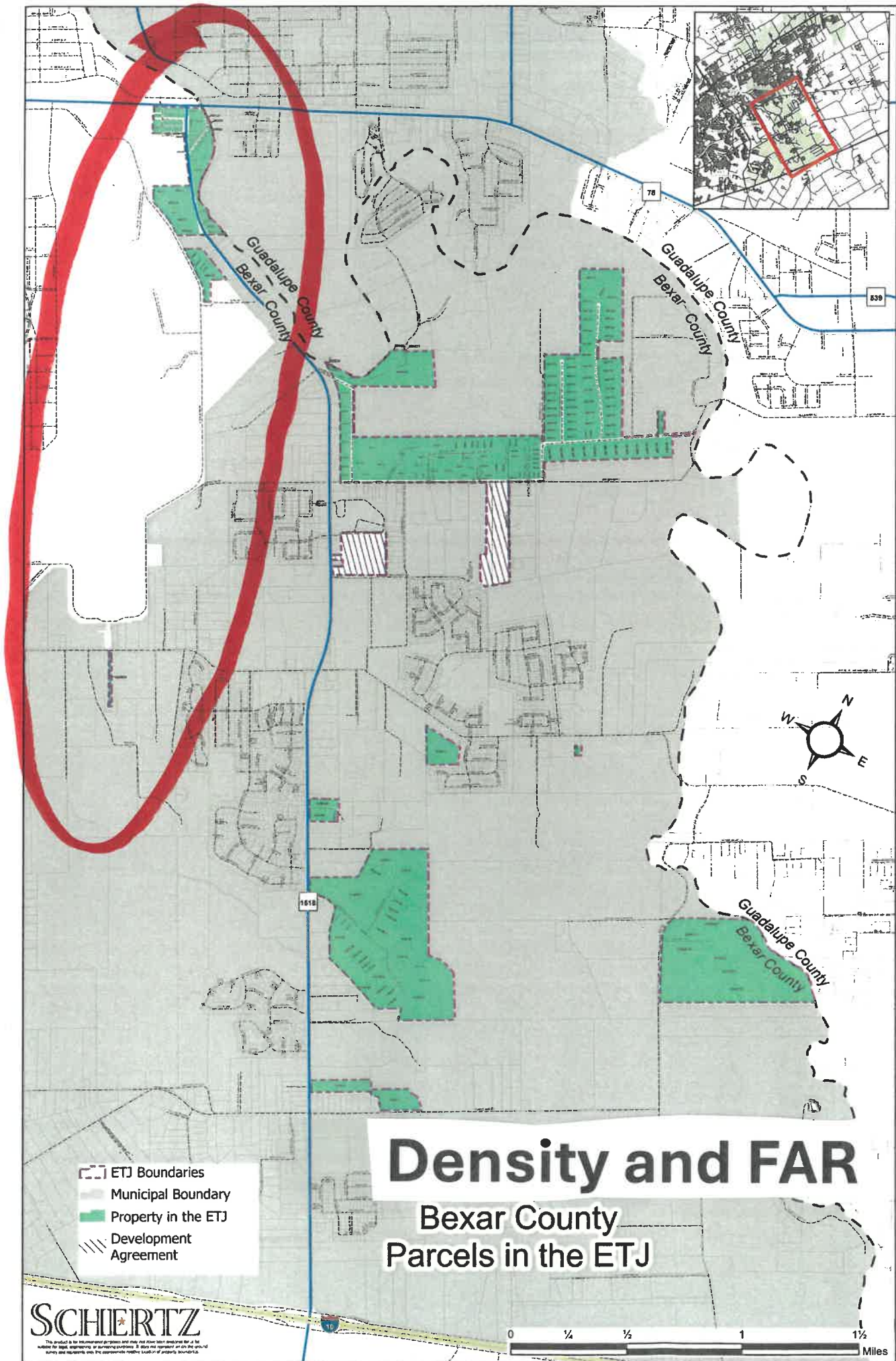
Bexar County Parcels in the ETJ

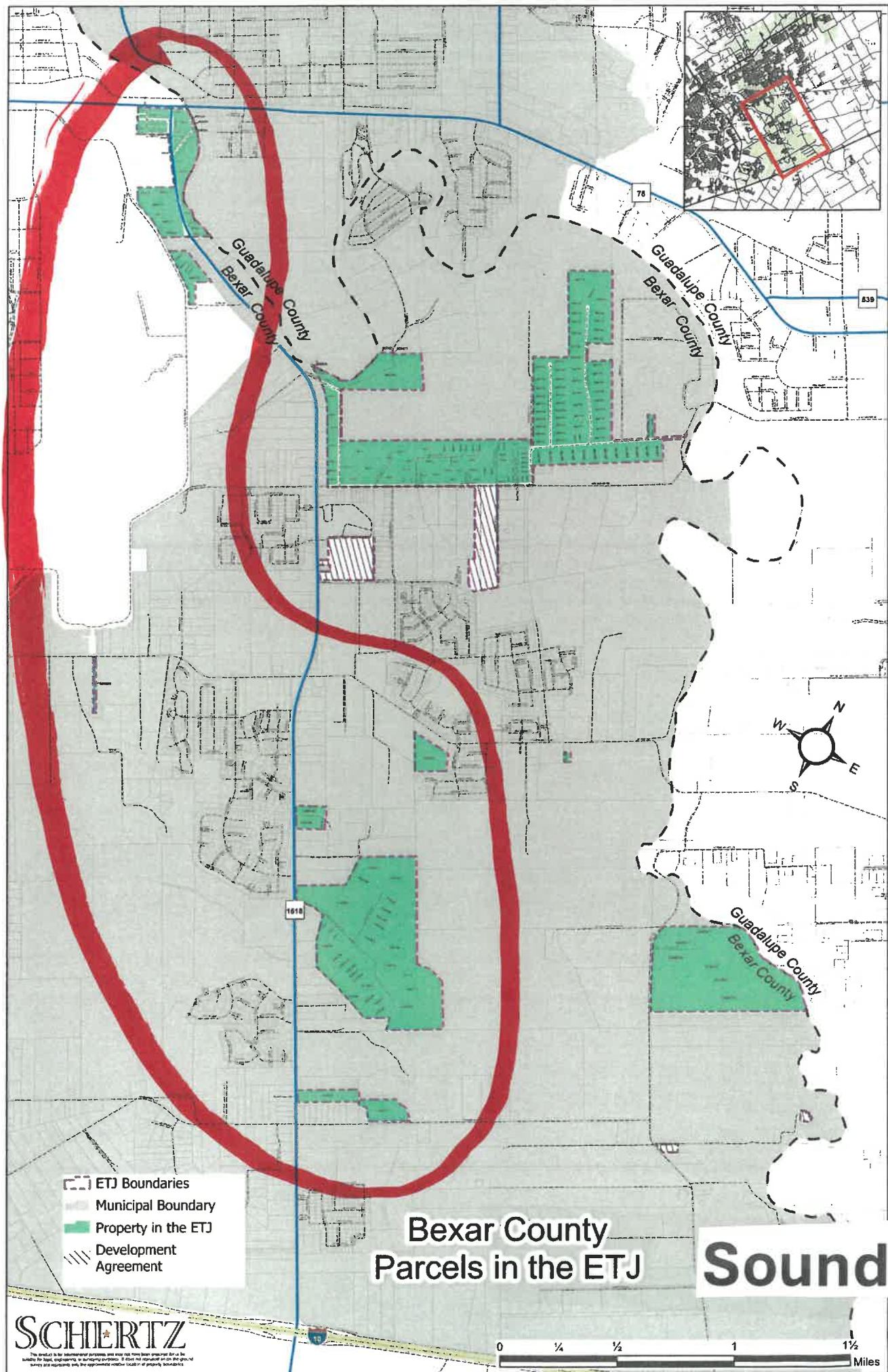
- ETJ Boundaries
- Municipal Boundary
- Property in the ETJ
- Development Agreement

SCHERTZ

This drawing is for informational purposes only and may not have been prepared for a fee. It is not intended to be used for legal, engineering, or planning purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

0 1/4 1/2 1 1 1/2 Miles







DoD INSTRUCTION 4165.57

AIR INSTALLATIONS COMPATIBLE USE ZONES

Originating Component: Office of the Under Secretary of Defense for Acquisition and Sustainment

Effective: December 13, 2021

Change 1 Effective: June 30, 2025

Releasability: Cleared for public release. Available on the Directives Division Website at <https://www.esd.whs.mil/DD/>.

Reissues and Cancels: DoD Instruction 4165.57, "Air Installations Compatible Use Zones," May 2, 2011, as amended

Approved by: Gregory M. Kausner, Performing the Duties of the Under Secretary of Defense for Acquisition and Sustainment

Change 1 Approved by: Michael P. Duffey, Under Secretary of Defense for Acquisition and Sustainment

Purpose: In accordance with the authority in DoD Directive (DoDD) 5135.02, this issuance:

- Establishes policy, assigns responsibilities, and prescribes procedures for the DoD Air Installations Compatible Use Zones (AICUZ) program for air installations.
- Establishes policy and assigns responsibilities for educating air installation personnel and engaging local communities on issues related to noise, safety, and compatible land use in and around air installations.

TABLE OF CONTENTS

SECTION 1: GENERAL ISSUANCE INFORMATION	3
1.1. Applicability.	3
1.2. Policy.	3
1.3. Summary of Change 1.	4
SECTION 2: RESPONSIBILITIES	5
2.1. Assistant Secretary of Defense for Sustainment.	5
2.2. Secretaries of the Military Departments.	5
SECTION 3: PROCEDURES	6
3.1. General.	6
3.2. AICUZ Study Content.	7
3.3. Aircraft Accident Potential.	8
3.4. APZs and Clear Zones for Fixed-Wing Aircraft.	9
3.5. APZs and Clear Zones for Rotary-Wing, Short Take-off and Vertical Landing Aircraft.	9
3.6. Aircraft Noise.	9
a. General.	9
b. Reducing Noise Impacts.	10
c. Plotting Aircraft Noise Contours.	10
3.7. AICUZ Updates.	11
3.8. Acquisition of Interests in Lands.	11
3.9. Compatible Use Studies.	13
APPENDIX 3A: APZ GUIDELINES	14
APPENDIX 3B: RECOMMENDED LAND USE COMPATIBILITY IN APZs	15
APPENDIX 3C: RECOMMENDED LAND USE COMPATIBILITY IN AIRCRAFT NOISE ZONES	19
GLOSSARY	22
G.1. Acronyms.	22
G.2. Definitions.	22
REFERENCES	24

TABLES

Table 1. Land Use Compatibility in APZs.	15
Table 2. Land Use Compatibility in Aircraft Noise Zones.	19

FIGURES

Figure 1. Runway APZs and Clear Zones	14
---	----

SECTION 1: GENERAL ISSUANCE INFORMATION

1.1. APPLICABILITY.

This issuance applies to:

- a. OSD, the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of Inspector General of the Department of Defense, the Defense Agencies, the DoD Field Activities, and all other organizational entities within the DoD (referred to collectively in this issuance as the “DoD Components”).
- b. Air installations of the Military Departments located within the United States.
- c. Air installations of the Military Departments located outside of the United States, but for on-base planning purposes only and subject to the requirements of any applicable international agreement, including any basing agreement.

1.2. POLICY.

It is DoD policy to:

- a. Promote the health, safety, and welfare of persons on or near air installations by minimizing aviation noise and safety impacts without degrading air installation safety and mission requirements.
- b. Promote long-term compatible land use on and near air installations by:
 - (1) Encouraging State and local governments to adopt enabling legislation and compatible land use regulations into their land use planning and control processes.
 - (2) Partnering with communities and other eligible entities to protect land through the establishment of restrictive use and conservation easements intended to prevent encroachment on air installations from degrading training, testing, and operations.
- c. Limit acquisition of real property interests to the minimum amount necessary to ensure the operational integrity of the air installation.
- d. Incorporate AICUZ guidelines into on-base land use planning programs.
- e. Integrate AICUZ compatible land use strategies into the test and training range environment for operational noise and safety in accordance with DoDD 3200.15.
- f. Promote education and engagement with communities affected by military operations at air installations. Volume 1 of DoDI 5410.19 provides policy for the conduct of public affairs community relations activities and programs throughout the DoD.

1.3. SUMMARY OF CHANGE 1.

The changes to this issuance are administrative and update language and references to comply with Executive Order 14173.

SECTION 2: RESPONSIBILITIES

2.1. ASSISTANT SECRETARY OF DEFENSE FOR SUSTAINMENT.

Under the authority, direction, and control of the Under Secretary of Defense for Acquisition and Sustainment, the Assistant Secretary of Defense for Sustainment provides general oversight and additional guidance and procedures relating to the AICUZ program.

2.2. SECRETARIES OF THE MILITARY DEPARTMENTS.

The Secretaries of the Military Departments:

- a. Develop, implement, and maintain an AICUZ program for each air installation.
- b. Require each air installation to conduct and maintain an AICUZ study.
- c. Develop AICUZ for DoD-controlled joint military-civilian use airfields.
- d. Provide education and training for installation leadership on operational noise and safety, land use compatibility, and community engagement.
- e. Acquire, manage, and dispose of real property interests associated with the AICUZ program in accordance with DoD Instructions (DoDIs) 4165.70, 4165.71, and 4165.72.
- f. Review and approve AICUZ studies and updates for each installation.

SECTION 3: PROCEDURES

3.1. GENERAL.

a. Military Departments and their air installations will engage States, local governments, and communities to foster compatible land use, and to help local governments and communities better understand the nature of military operations and procedures in and around the installation.

b. DoD Components will participate in local comprehensive planning processes, engage the community, and seek effective land use controls to achieve AICUZ compatibility goals.

(1) Numerous land use controls are available to jurisdictions with land use authority including, but not limited to:

(a) AICUZ overlay zoning ordinances.

(b) Subdivision regulations.

(c) Height regulations.

(2) Other strategies to achieve compatibility may include:

(a) Use of building codes.

(b) Cluster development techniques.

(c) Transfer of development rights.

(d) Real property acquisition.

(e) Buffer lands and restrictive easement acquisition.

(f) Disclosure ordinances.

(3) DoD Components should not prescribe an approach. They should instead advocate for local solutions whose outcomes minimize risk to public health, safety, and welfare.

c. Regional and local governments may not always have the authority to enact land use controls to achieve compatibility. In circumstances where incompatible development adversely affects the mission, and regional and local governments lack authority to enact land use controls, acquisition of real property interests may be required to ensure compatibility.

d. Military Departments and their air installations will establish effective working relationships with State, tribal, and local governments, including local planning commissions, special purpose districts, regional and State agencies, airport land-use commissions, and Federal agencies to communicate the objectives of the AICUZ program and operational requirements. This issuance does not impose any requirements on members of the public or State, tribal, or

local governments, nor does it prescribe any specific course of action for these groups to take in dealing with the DoD on land-use questions.

e. DoD Components will maintain compliance with Executive Order 13045.

f. Military Departments will require that each of their air installations:

(1) Address land use compatibility on and in the vicinity of the air installation if:

(a) Operations may affect the public health, safety, or welfare; or

(b) Certain uses or structures may obstruct the airspace, attract birds, create electromagnetic or thermal interference, or produce dust, smoke, steam, or light emissions (including glint or glare) that may impact a pilot's vision, or otherwise be hazardous to or incompatible with aircraft or other military operations. For solar renewable energy projects that require OSD review, approval, or certification in accordance with Sections 2922a or 2662 of Title 10, United States Code (U.S.C.), or the mission compatibility evaluation process in Part 211 of Title 32, Code of Federal Regulations, an approved glare analysis tool should be used to assess hazard and compatibility.

(2) Apply these compatible land use guidelines:

(a) Limit concentrations of people and facilities or structures in areas exposed to a higher risk from aircraft accidents.

(b) Discourage noise-sensitive land uses in areas of higher noise exposure from aircraft operations.

g. At joint bases with airfields that formerly shared a fence-line, the supporting Military Department will be the lead to develop a single AICUZ study that covers all airfields. For joint bases that are geographically separate, the supporting Military Department will be the lead to develop a separate AICUZ study for each airfield.

h. Military Departments will require that their air installations use the land area and height standards defined in the Unified Facilities Criteria (UFC) 3-260-01 for purposes of identifying airspace obstructions and potential land use compatibility issues in accordance with Part 77 of Title 14, Code of Federal Regulations.

3.2. AICUZ STUDY CONTENT.

a. An AICUZ study must include, but not be limited to:

(1) A description of the aircraft noise and aircraft accident potential environment around the air installation generated by existing operations.

(2) A description of any anticipated (i.e., 5- to 15-year) aircraft noise and of operational safety concerns for projected aircraft operations that is consistent with planning timelines used by State, tribal, regional, and local planning bodies if possible.

(3) Recommendations for achieving compatible land use development considering operational noise, accident potential, bird or wildlife aircraft strike hazard, electromagnetic interference, dust, steam, smoke or light emissions, and heights of natural and man-made objects near the air installation that affect flight safety within the surrounding area (see Tables 1 and 2).

(4) Identification of existing and potential incompatible land uses.

(5) Recommendations to achieve compatible development around air installations.

b. Areas of critical concern (as defined in the glossary) beyond the AICUZ footprint may be established by the air installation.

c. For air installations that have significant ground-based noise sources (e.g., explosive ordnance disposal, artillery, or small arms ranges) in addition to an airfield, the AICUZ study will also discuss the sources, operational noise levels, and any management strategies in place to limit ground noise exposure to areas outside the installation.

3.3. AIRCRAFT ACCIDENT POTENTIAL.

a. Areas immediately beyond the ends of runways possess a measurably higher potential for aircraft accidents. For this reason, development should be restricted to certain types of land uses and densities.

b. The goal of land use compatibility within accident potential zones (APZs) is to minimize population density. Appendix 3B provides a detailed land use compatibility matrix for local governments as well as DoD personnel for on-base planning. Table 1 provides land use compatibility recommendations for the clear zones and APZs I and II. The land use compatibility recommendations provided in Table 1 are based on the March 1974 Air Force study. The study was prepared in coordination with the U.S. Army and the Department of the Navy.

c. DoD fixed-wing runways are separated into two types, Class A and Class B, for the purpose of defining aircraft accident potential areas. Specific details on runway types can be found in UFC 3-260-01.

d. The descriptions of standard APZ boundaries in Appendix 3A are guidelines only. Their strict application would increase the safety of the public but would not provide complete protection against the effects of aircraft accidents. Where it is desirable to restrict the density of development of an area, it is not usually possible to state that one density is safe and another is not. Air installations should work to create the greatest degree of safety they can reasonably attain. Local situations may differ significantly from the assumptions and data upon which these guidelines are based and may require individual study.

e. At joint bases where the Military Departments' criteria for APZs and clear zones differ, the base will use the criteria of the Military Service operating the airfield unless that Service agrees to use the supporting Military Service's criteria. The agreement between the operating and supporting Military Service should consider which APZ criteria offers greater safety.

3.4. APZS AND CLEAR ZONES FOR FIXED-WING AIRCRAFT.

a. A clear zone is required at the ends of all active DoD runways. UFC 3-260-01 details the dimensions for APZs and clear zones for fixed-wing runways. Note that shapes and dimensions are Department-specific. See Appendix 3A for APZ guidelines.

b. APZs may be modified:

(1) If multiple flight tracks exist and significant numbers of aircraft operations are on multiple flight tracks, the Military Department may make modifications to create APZs that conform to the multiple flight tracks.

(2) If most aircraft do not overfly the APZs, the Military Department may make modifications to alter the straight APZs shown in Appendix 3A and adjust them to conform to the actual lines of flight.

(3) If other unusual conditions exist, the Military Department may make modifications to alter safety zones as necessary.

3.5. APZS AND CLEAR ZONES FOR ROTARY-WING, SHORT TAKE-OFF AND VERTICAL LANDING AIRCRAFT.

a. A clear zone and APZ are required for rotary-wing runways, helipads, landing lanes, and hover points.

b. The long axis of clear zones for rotary-wing runways and helipads for visual and standard instrument flight rules operations is 400 feet (width can vary). The clear zone length for Army and Air Force instrumented flight rules for same direction ingress and egress is 825 feet.

c. The long axis of APZs for rotary-wing runways and helipads is 800 feet.

d. UFC 3-260-01 provides further details for the dimensions for rotary-wing runways and helipads, APZs, and clear zones.

3.6. AIRCRAFT NOISE.

a. General.

(1) Long-term land use compatibility with noise resulting from the operation of military aircraft should minimize the effects on people, animals (domestic and wild), and structures on or near air installations.

(2) Land use compatibility determinations concerning aircraft noise will be derived from the Federal Interagency Committee on Urban Noise “Guidelines for Considering Noise in Land Use Planning and Control” as endorsed by the Federal Interagency Committee on Noise in the “Federal Agency Review of Selected Airport Noise Analysis Issues.”

(a) Air installation personnel will use the detailed land use compatibility matrix for aircraft noise provided in Appendix 3C for on-base planning, and will engage with local governments to foster compatible land use development when possible.

(b) Table 2 provides land use compatibility recommendations based on standard land use coding manual (SLUCM) codes and the A-weighted day-night average sound level (DNL) or community noise equivalent level (CNEL) noise areas on and around air installations.

(3) DoD Component personnel will use the DNL noise descriptor to describe the aircraft noise environment around air installations, except in California, where the CNEL descriptor will be used to describe the aircraft noise environment. If laws require some other aircraft noise descriptor, it may be used in addition to DNL. Supplemental noise metrics may also be used to augment the DNL or CNEL analysis as noted by the Federal Interagency Committee on Noise Guidelines. Because land use compatibility guidelines are based on annual average noise levels, aircraft noise contours should be developed by the air installation based on average annual day operations.

b. Reducing Noise Impacts.

The air installation will take reasonable, economical, and practical measures to reduce and control aircraft noise from flying and flying-related activities. Typical measures include siting engine test and run-up facilities in remote areas when practical, use of sound suppression equipment, and adjustment of aircraft flight paths to avoid noise sensitive areas if the installation can accomplish such adjustments safely and without significant impairment of operational effectiveness.

c. Plotting Aircraft Noise Contours.

(1) At a minimum, contours for DNL 65, 70, 75, 80, and 85 dB will be plotted on maps for air installations as part of AICUZ studies. In California, where CNEL is used, AICUZ noise footprints will include a 60 dB CNEL contour. The Department of the Army will apply Installation Compatible Use Zone program DNL designations of 60 through 65, 65 through 75, and greater than 75 dB at its air installations. Contours below 65 dB DNL (or 60 dB CNEL in California) are not required at Department of Navy and Department of the Air Force air installations but the Military Department may provide them if local conditions warrant discussion of lower aircraft noise levels, such as in rural and desert areas, other venues associated with low ambient noise levels, or if significant noise complaints have been received from areas outside 65 dB DNL contours.

(2) DoD Component personnel will use guidance and noise assessment and management techniques from the DoD Operational Noise Program in accordance with DoDI 4715.13 to support the AICUZ program.

3.7. AICUZ UPDATES.

a. Land use planning involves the formulation of long-range strategies intended to influence present and future uses of lands. Frequent AICUZ updates and changes in land use recommendations can undermine the neighboring community's willingness to incorporate DoD's land use recommendations into local comprehensive plans or to enact land use controls.

b. AICUZ study recommendations should be based on best available, realistic, long-range projections of installation operations in support of local, state, and regional government land use planning objectives.

c. However, AICUZ updates should be undertaken when an air installation undertakes major mission changes, including, for example, increases in nighttime operations (for operations between 10:00 p.m. and 7:00 a.m.), basing of significant numbers of additional or a new type of weapon system, or base realignment affecting operations.

3.8. ACQUISITION OF INTERESTS IN LANDS.

a. When local land use regulations do not provide sufficient protection for military operations (e.g., preventing incompatible development or airspace obstructions), the Military Department will consider the acquisition of real property interests sufficient to protect the installation from encroachment.

(1) Ownership in fee or of an appropriate restrictive use easement within the clear zone at air installations is preferred, unless State and local government development regulations will clearly have long-term effectiveness or acquisition is not practicable. Air installations should develop a strategy for clear zone acquisition or control in concert with the host community.

(2) The acquisition of restrictive use easements or interests in land outside the clear zone, such as APZs and noise zones, should be pursued only when State and local governments are unwilling or unable to enact land use controls to achieve land use compatibility in accordance with AICUZ guidelines; the operational integrity of the air installation is clearly threatened; and all other measures to achieve land use compatibility are exhausted.

b. Acquisition of real property interests will be in accordance with DoDD 4165.06 and DoDI 4165.70. Acquisition of real property interests from willing sellers pursuant to agreements with non-Federal governmental agencies and non-governmental organizations, pursuant to Section 2684a of Title 10, U.S.C., can be an effective means of preserving compatible land uses.

c. For acquisition of real property interests, in accordance with Paragraph 1.2.c., these types of rights should be considered, as appropriate:

(1) To prohibit or limit the release into the air of any substance that would impair the visibility or otherwise interfere with the operations of aircraft, including, but not limited to, steam, dust, and smoke.

(2) To prohibit or limit light emissions, either direct or indirect (i.e., reflective), visible or invisible, including lasers, that might interfere with pilot vision or performance of instruments, equipment, and weapons systems.

(3) To prohibit electromagnetic emissions that would interfere with aircrew, aircraft, aircraft sensors, aircraft communications systems, or aircraft navigational equipment.

(4) To prohibit any use of the land that would unnecessarily attract birds, including, but not limited to, operation of sanitary landfills, maintenance of feeding stations, or growing of certain types of vegetation attractive to birds.

(5) To prohibit and remove any buildings or other non-frangible structures.

(6) To top, cut to ground level, and to remove trees, shrubs, brush, or other forms of obstructions the Military Department determines might interfere with the operation of aircraft, including emergency landings.

(7) To allow for ingress and egress upon, over, and across the land for exercising the rights acquired or retained.

(8) To post signs on the land indicating the nature and extent of the government's control over it.

(9) To prohibit land uses other than:

(a) Agriculture (except such uses that would attract birds).

(b) Livestock grazing (except managed intensive grazing, concentrated animal feeding operations, feedlots, dairy herds, and intensive animal husbandry).

(c) Permanent open space (open space recreational use will conform to the compatibility guidelines in Appendix 3B).

(d) Existing water areas.

(e) Rights-of-way for fenced highways, without sidewalks or bicycle trails.

(f) Rights-of-way for railroads without terminals or platforms, so long as rail traffic does not extend into the flight path.

(g) Communications and utility rights-of-way, provided all facilities are at or below grade.

(10) To prohibit entry of persons onto the land except in connection with activities authorized.

(11) To control the height of structures to ensure they do not become a hazard to flight.

(12) To install airfield lighting and navigational aids.

d. When disposal of non-DoD Federal property at or in the vicinity of an air installation will impact its mission, the Military Department exercising real property accountability for the air installation will seek to have the disposal agency retain compatible land use easements over the property to be disposed of for the benefit of the air installation.

3.9. COMPATIBLE USE STUDIES.

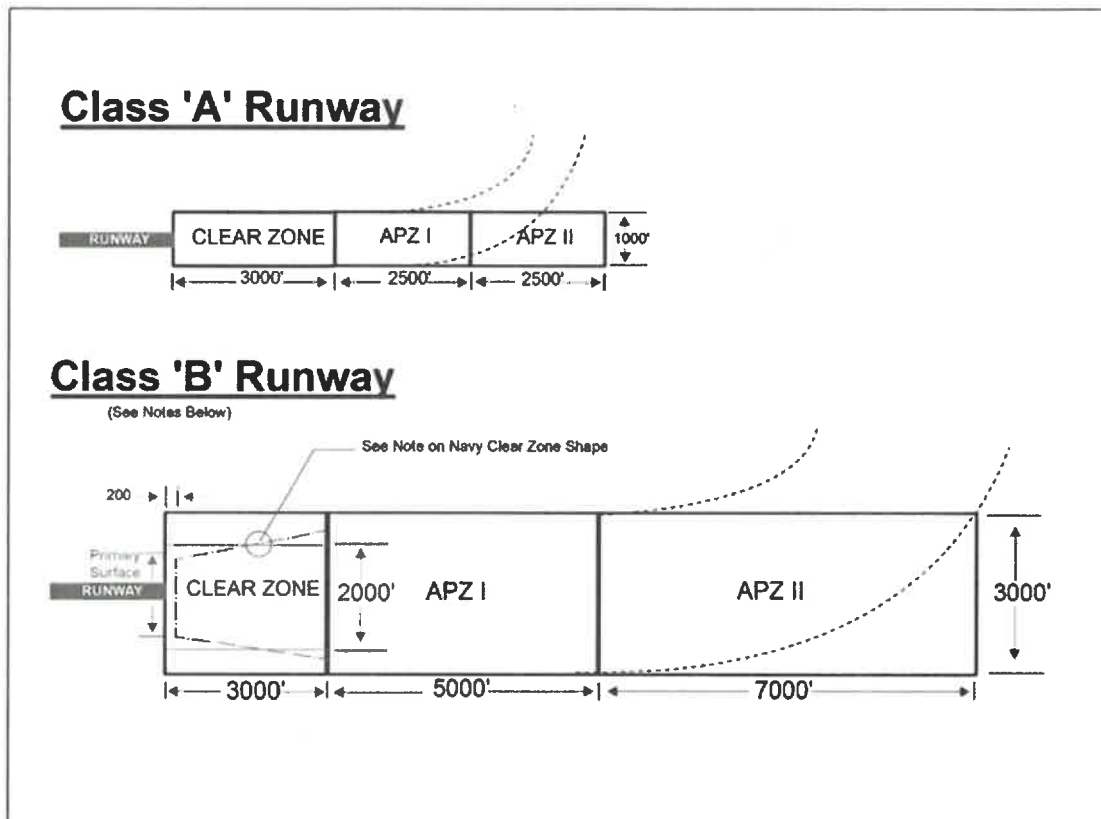
a. The Office of Local Defense Community Cooperation administers the Compatible Use Program pursuant to Section 2391(b)(5)(D) of Title 10, U.S.C. to prevent or mitigate encroachment that could affect operations of the DoD.

b. Each time an AICUZ is updated, the DoD Components will consider whether further engagement with the neighboring local communities is needed through a Compatible Use Study to preserve the operational utility of the air installation. The results of previous collaborative planning efforts are important factors in the determination and drive goals development. However, each installation will consider if it has appropriate protection through its AICUZ before applying for any future Compatible Use Studies.

APPENDIX 3A: APZ GUIDELINES

3A.1. Figure 1 depicts guidelines for runway APZs and clear zones.

Figure 1. Runway APZs and Clear Zones



3A.2. Class B runway clear zones are rectangular in shape, with the width of 1,000 feet for Department of Army airfields and 3,000 feet for Department of Air Force airfields. Class B runway clear zones for Department of Navy airfields are trapezoidal in shape following the established approach and departure surface, and width of the primary surface for existing runways and new runway construction.

3A.3. Depictions of APZs in Figure 1 are a nominal representation. Flight tracks may depart the runway centerline before the end of the clear zone. APZs for Class A or Class B runways can follow major flight paths including curved flight paths based on Military Department analysis.

3A.4. The APZ I and APZ II width for a Class B runway at Department of Air Force and Department of Navy airfields are 3,000 feet and is 1,000 feet for a Class B runway at Department of Army airfields.

APPENDIX 3B: RECOMMENDED LAND USE COMPATIBILITY IN APZs

3B.1. Table 1 provides compatibility recommendations based on historic aircraft mishap locations on or near air installations. The primary land use objective is to discourage land uses involving substantial human presence in areas of high accident potential.

3B.2. While Table 1 uses SLUCM categories for organization, it varies from SLUCM as the coding system does not differentiate based on population density. Some uses warrant additional evaluation due to variations in intermittent concentrations of people (e.g. crowds at a sporting event), intensity of use, or other characteristics that could impact safety of flight. Table 1 includes floor area ratio (FAR) recommendations to guide suggested maximum density for non-residential uses. General notes and specific footnotes at the bottom of Table 1 provide additional information and compatibility considerations.

3B.3. These recommendations are intended to support compatible land use planning both on and off base; they do not constitute a Federal determination that any use of land is acceptable or unacceptable under local zoning.

Table 1. Land Use Compatibility in APZs

Land use Name and SLUCM Category	Clear Zone	APZ-I	APZ-II	Maximum Density
Residential use group (SLUCM Category 10)				
Residential uses, inclusive of all residential units i.e., any type of single or multiple dwelling units	N	N	Y ^{1,2}	Maximum density of 2 dwelling units per acre
Mobile home parks or courts	N	N	N	
Transient lodgings	N	N	N	
Manufacturing use group (SLUCM Categories 20 and 30)				
Food and kindred products; textile mill products; manufacturing; stone, clay, glass, primary metal and fabricated metal products; manufacturing	N	N	Y	Max FAR 0.56 in APZ II
Fabric products; leather and similar materials; chemicals and allied products; petroleum refining and related industries; rubber and miscellaneous plastic products; manufacturing; precision manufacturing	N	N	N	
Lumber and wood products; manufacturing furniture and fixtures; paper and allied products; printing, publishing, and allied industries; miscellaneous manufacturing	N	Y	Y	Maximum FAR of 0.28 in APZ I and 0.56 in APZ II
Transportation, communication, and utilities use group (SLUCM Category 40)				
Rail, motor vehicle, aircraft, marine etc. transportation, highway and street right-of-way, automobile parking, and utilities, telephone, cellular and radio communication	N ³	Y ⁴	Y	Maximum FAR of 0.28 in APZ I and 0.56 in APZ II
Solid waste disposal (e.g., landfills, incinerators.)	N	N	N	

Table 1. Land Use Compatibility in APZs, Continued

Land use Name and SLUCM Category	Clear Zone	APZ-I	APZ-II	Maximum Density
Trade use group (SLUCM Category 50)				
Wholesale trade	N	Y	Y	Maximum FAR of 0.28 in APZ I and .56 in APZ II
Retail trade – building materials	N	Y	Y	Maximum FAR of 0.20 in APZ-I and 0.40 in APZ-II
Retail trade – hardware, paint, and farm equipment stores	N	Y	Y	Maximum FAR of 0.14 in APZ I and 0.28 in APZ II
Retail trade – including neighborhood centric shops	N	N	Y	Maximum FAR of 0.16 in APZ II
Mass retailing, super stores, strip malls, shopping centers ⁵ , discount clubs, home improvement stores, eating and drinking establishments, etc.	N	N	N	
Retail trade – food such as groceries, bakeries, confectionaries, meat markets, and fast food establishments	N	N	Y	Maximum FAR of 0.24 in APZ II
Retail trade – automotive, marine craft, aircraft, and accessories	N	Y	Y	Maximum FAR of 0.14 in APZ I and 0.28 in APZ II
Retail trade – apparel and accessories, furniture, home, furnishings and equipment	N	N	Y	Maximum FAR of 0.28 in APZ II
Other retail trade	N	N	Y	Maximum FAR of 0.16 in APZ II
Services use group (SLUCM Category 60)				
Finance, insurance, real estate, personal, professional and miscellaneous services (office uses only)	N	N	Y	Maximum FAR of 0.22 in APZ II
Cemeteries	N	Y ⁶	Y ⁶	
Warehousing and storage services	N	Y	Y	Maximum FAR of 1.0 in APZ I; 2.0 in APZ II
Repair services and contract construction	N	Y	Y	Maximum FAR of 0.11 APZ I; 0.22 in APZ II
Hospitals, nursing homes, and other medical facilities; educational services, childcare services, child development centers, and nurseries	N	N	N	
Government services	N	N	Y	Maximum FAR of 0.24 in APZ II
Cultural, entertainment, and recreational use group (SLUCM Category 70)				
Nature exhibits	N	Y ⁷	Y ⁷	
Cultural activities, auditoriums, concert halls, places of worship; outdoor music shells, museums, outdoor displays, amphitheaters, sports arenas, spectator sports, resorts and group camps, or other places of assembly	N	N	N	
Amusements (e.g., fairgrounds, miniature golf, driving ranges; amusement parks.)	N	N	Y ¹¹	50 people per acre
Recreational activities (including golf courses, riding stables, water recreation), parks	N	Y ⁷	Y ⁷	Maximum FAR of 0.11 in APZ I; 0.22 in APZ II

Table 1. Land Use Compatibility in APZs, Continued

Land use Name and SLUCM Category	Clear Zone	APZ-I	APZ-II	Maximum Density
Other cultural, entertainment and recreation	N	Y ⁶	Y ⁶	
Resource production and extraction use group (SLUCM Category 80)				
Agriculture and livestock farming, including grazing and feedlots	Y ⁸	Y ⁸	Y ⁸	
Agriculture related activities	N	Y	Y	Maximum FAR of 0.28 in APZ I; 0.56 in APZ II
Forestry activities ⁹	N	Y	Y	Maximum FAR of 0.28 in APZ I; 0.56 in APZ II
Fishing activities	N ¹⁰	Y	Y	Maximum FAR of 0.28 in APZ I; 0.56 in APZ II
Mining activities	N	Y	Y	Maximum FAR of 0.28 in APZ I; 0.56 in APZ II
Other resource production or extraction	N	Y	Y	Maximum FAR of 0.28 in APZ I; 0.56 in APZ II
Other use group (SLUCM Category 90)				
Undeveloped land	Y	Y	Y	
Water areas	N	N	N	
Key to Table 1 – Land use compatibility in APZs Land use recommendations: Y (Yes) – Land use and related structures compatible without restrictions. N (No) – Land use and related structures are not compatible and should be prohibited. Y^X – Yes with restrictions. The land use and related structures generally are compatible. However, see note(s) indicated by the superscript. N^X – No with exceptions. The land use and related structures are generally incompatible. However, see note(s) indicated by the superscript.				
Notes for Table 1 – Land Use Compatibility in APZs General notes for all uses: a. The suggested maximum occupancy for commercial, service, or industrial buildings or structures in APZ I is 25 people per acre, and 50 people per acre in APZ II. Outside events should normally be limited to assemblies of not more than 25 people an acre in APZ I, and maximum assemblies of 50 people an acre in APZ II. b. Recommended FARs are calculated using standard parking generation rates for various land uses, vehicle occupancy rates, and desired density in APZ I or II. For APZ I, the formula is FAR equals 25 people an acre divided by (Average vehicle occupancy times Average parking rate times (43560÷1000)). The formula for APZ II is FAR equals 50 divided by (Average vehicle occupancy times Average parking rate times (43560÷1000)). c. No structures (except airfield lighting and navigational aids necessary for the safe operation of the airfield when there are no other siting options), buildings, or above ground utility and communications lines should normally be located in clear zone areas on or off the air installation. For pilot and public safety, the clear zone is subject to the most severe restrictions. d. Safety of flight should be considered when evaluating development that includes explosive potential; generates smoke, steam, or dust; creates electronic interference; lighting or glare; or tall structures. e. Development of renewable energy resources, including solar and geothermal facilities and wind turbines, may impact military operations through hazards to flight or electromagnetic interference. Each new development should be analyzed for compatibility on a case-by-case basis that considers both the proposal and potentially affected mission.				

Table 1. Land Use Compatibility in APZs, Continued

Notes for Table 1 – Land Use Compatibility in APZs, Continued

- f. Water features and other activities that may present bird or wildlife aircraft strike hazards, or activities that produce dust or light emissions that could affect pilot vision are generally not compatible and should be evaluated on a case-by-case basis.
- g. Evaluation of potential land management actions occurring on public and private lands, such as prescribed burns, should identify the hazard (e.g., visual impairment) to aircraft flight safety and de-conflict operations occurring at the base (e.g., scheduled exercises and training requirements).
- h. This compatibility table identifies places of worship or tribal ceremonies as a cultural gathering. However, religious institutions provide a wide variety of services and in these instances refer to the applicable category.

Footnotes for Table 1 – Land Use Compatibility in APZs

Footnotes specific to certain land uses:

1. The suggested maximum density for detached single-family housing is two dwelling units per acre to encourage retention of farming and open space.
2. Where a parcel is partially located in an APZ II, clustered development is encouraged on the portion outside the APZ while maximizing open space within the APZ.
3. All roads within the clear zone are discouraged, but if required, they should not be wider than two lanes and the rights-of-way should be fenced (i.e., frangible) and not include sidewalks or bicycle trails. Nothing associated with these roads should violate obstacle clearance criteria.
4. Above ground passenger terminals and above ground power transmission or distribution lines are not recommended. Prohibited power lines include high-voltage transmission lines and distribution lines that provide power to cities, towns, or regional power for unincorporated areas.
5. A shopping center is an integrated group of commercial establishments that is a planned, developed, owned, or managed as a unit. Shopping center types include strip, neighborhood, community, regional, and super-regional facilities anchored by small businesses, a supermarket or drug store, discount retailer, department store, or several department stores, respectively. The maximum recommended FAR should be applied to the gross leasable area of the shopping center.
6. Land uses in the APZs should be passive open space; ancillary places of public assembly are not recommended.
7. Low occupancy facilities are compatible with these uses; however, playgrounds and marinas are not recommended.
8. Activities that attract concentrations of birds creating a hazard to aircraft operations are not compatible.
9. Lumber and timber products removed due to establishment, expansion, or maintenance of clear zone lands owned in fee will be disposed of in accordance with applicable DoD guidance.
10. Controlled hunting and fishing may occur for the purpose of wildlife management.
11. Amusement centers, family entertainment centers or amusement parks designed or operated at a scale that could attract or result in concentrations of people, including employees and visitors, greater than 50 people per acre at any given time are incompatible in APZ II. Measures that reduce noise at a site should be used wherever practical in preference to measures that only protect interior spaces.
12. “Eating and drinking establishments” are distinguished from retail trade or fast food based on the predominant purpose of the restaurant to provide food and beverage to persons seated on premises. This includes cafes, tea rooms, and outdoor cafes that involve low customer turnover and greater numbers of people dining on-site. Restaurants with drive-through service that offer quick, “fast-food” service, often accomplished by a limited menu of already prepared items and that have typically high customer turnover and lower numbers of customers dining on-site fall within the retail trade or fast food category.

APPENDIX 3C: RECOMMENDED LAND USE COMPATIBILITY IN AIRCRAFT NOISE ZONES

3C.1. Table 2 provides compatibility recommendations based on yearly DNL or CNEL on and around air installations. The primary land use objective is to discourage noise-sensitive land uses in areas of higher noise exposure.

3C.2. Table 2 is organized based on SLUCM categories; however, it varies from SLUCM as the coding system does not differentiate based on noise-sensitivity. Some uses warrant additional evaluation due to potential for annoyance and activity interference. General notes and specific footnotes at the bottom of Table 2 provide additional information and considerations for compatibility determinations.

3C.3. These recommendations are intended to support compatible land use planning both on- and off-base; they do not constitute a Federal determination that any use of land is acceptable or unacceptable in accordance with local zoning.

Table 2. Land Use Compatibility in Aircraft Noise Zones

Land use Name and SLUCM Category	A-weighted DNL/CNEL levels					
	<65 decibel (dB)	65-70 dB	70-75 dB	75-80 dB	80-85 dB	85 dB
Residential use group (SLUCM Category 10)						
Residential uses, inclusive of all residential units (i.e. any type of single or multiple dwelling units).	Y	N ¹	N ¹	N	N	N
Mobile home parks or courts	Y	N	N	N	N	N
Transient lodgings	Y	N ¹	N ¹	N ¹	N	N
Manufacturing use group (SLUCM Categories 20 and 30)						
Manufacturing and industrial uses	Y	Y	Y ²	Y ³	Y ⁴	N
Precision manufacturing	Y	Y	Y ²	Y ³	N	N
Transportation, communication and utilities use group (SLUCM Category 40)						
Rail, motor vehicle, aircraft, marine, and other transportation, and communication systems and utilities	Y	Y	Y ²	Y ³	Y ⁴	N
Highway and street right-of-way, automobile parking	Y	Y	Y	Y	Y	N
Telephone, cellular and radio communication	Y	Y	Y ²	Y ³	N	N
Trade use group (SLUCM Category 50)						
Wholesale trade	Y	Y	Y ²	Y ³	Y ⁴	N
Building materials, hardware and farm equipment sales	Y	Y	Y ²	Y ³	Y ⁴	N
Mass retailing, super stores, strip malls, shopping centers, discount clubs, home improvement stores, eating and drinking establishments, etc.	Y	Y	Y ²	Y ³	N	N

Table 2. Land Use Compatibility in Aircraft Noise Zones, Continued

Land use name and SLUCM Category	A-weighted DNL/CNEL levels					
	<65 dB	65-70 dB	70-75 dB	75-80 dB	80-85 dB	85 dB
Services use group (SLUCM Category 60)						
Finance, insurance and real estate, personal, professional and miscellaneous services; religious activities	Y	Y	Y ²	Y ³	N	N
Cemeteries	Y	Y	Y ²	Y ³	Y ⁴	Y ⁵
Warehousing or storage and repair services	Y	Y	Y ²	Y ³	Y ⁴	N
Hospitals or medical, child care and development services, educational facilities	Y	Y ²	Y ³	N	N	N
Nursing homes	Y	N ¹	N ¹	N	N	N
Governmental	Y	Y	Y ²	Y ³	N	N
Cultural, entertainment, and recreational use group (SLUCM Category 70)						
Cultural activities, auditoriums and concert halls	Y	Y ²	Y ³	N	N	N
Nature exhibits	Y	Y	N	N	N	N
Public assembly	Y	Y	N	N	N	N
Outdoor music shells, amphitheaters	Y	N	N	N	N	N
Outdoor sports arenas, spectator sports	Y	Y ⁶	Y ⁶	N	N	N
Amusements	Y	Y	Y	N	N	N
Outdoor recreational activities	Y	Y	Y ²	Y ³	N	N
Resorts, camps, parks and other cultural, entertainment, and recreational activities	Y	Y	Y ²	N	N	N
Resource production and extraction use group (SLUCM Category 80)						
Agriculture and forestry	Y	Y ⁷	Y ⁸	Y ⁹	Y ⁹	Y ⁹
Livestock farming, animal breeding	Y	Y ⁷	Y ⁸	N	N	N
Fishing, mining, and other resource production or extraction	Y	Y	Y	Y	Y	Y
Key to Table 2 – Land use compatibility in aircraft noise zones Land use recommendations Y (Yes) – Land use and related structures compatible without restrictions. N (No) – Land use and related structures are not compatible and should be prohibited. Y ^x – Yes with restrictions. The land use and related structures generally are compatible. However, see note(s) indicated by the superscript. N ^x – No with exceptions. The land use and related structures are generally incompatible. However, see note(s) indicated by the superscript.						
Notes for Table 2 – Land use compatibility in aircraft noise zones General notes for all uses: - Compatibility designations in Table 2 generally refer to the principal use of the site. If other uses with greater sensitivity to noise are proposed, a determination of compatibility should be based on that use which is most adversely affected by noise and its contribution to the successful use of the property. - Where a proposed development falls within two DNL or CNEL noise zones, the land use recommendations of the higher noise zone should be used. For example, if a proposed development is exposed to 70 dB DNL or CNEL, land use recommendations for the 70-75 dB DNL or CNEL noise zone should be applied.						

Table 2. Land Use Compatibility in Aircraft Noise Zones, Continued

Notes for Table 2 – Land Use Compatibility in Aircraft Noise Zones, Continued c. When appropriate, noise level reduction (NLR) may be necessary to achieve compatibility. NLR (outdoor to indoor) is achieved through the incorporation of sound attenuation into the design and construction of a structure. Measures to achieve an indoor noise reduction do not necessarily solve noise issues outside the structure and additional evaluation may be warranted. Building location, site planning, design, and use of berms and barriers can help mitigate outdoor noise exposure, particularly from aircraft ground maintenance run-ups. Measures that reduce noise at a site should be used wherever practical in preference to measures that only protect interior spaces. d. All land uses are generally compatible with noise below 65dB DNL. However, localities, when evaluating the application of these guidelines, should consider possible annoyance tied to land uses that involve predominately outdoor activities, or where quiet is a basis for the use. e. Land uses that involve outdoor activities in areas above 80dB DNL are not recommended.
Footnotes for Table 2 – Land Use Compatibility in Aircraft Noise Zones Footnotes specific to certain land uses: 1. Residential a. Although local conditions regarding the need for housing may require residential use in these zones, residential use is discouraged in DNL 65-70 and strongly discouraged above DNL 70. The absence of viable alternative development options should be determined, and an evaluation should be conducted locally prior to local approvals. These evaluations should clearly demonstrate that the community's need for additional residential property could not be met if development were prohibited in these zones, and that the expense of additional noise attenuation will not undermine affordable housing goals. b. Where the community determines that these uses must be allowed, measures to achieve outdoor to indoor NLR of at least 25 dB in DNL 65-70 and 30 dB in DNL 70-75 should be incorporated into building codes, and be considered in individual approvals; for transient housing, an NLR of at least 35 dB should be incorporated in DNL 75-80. c. Normal permanent construction can be expected to provide a NLR of 20 dB, thus the reduction requirements are often stated as 5, 10, or 15 dB over standard construction and normally assume mechanical ventilation, upgraded sound transmission class ratings in windows and doors, and closed windows year-round. Additional consideration should be given to modifying NLR levels based on peak noise levels (as defined in the glossary) or vibrations. 2. Measures to achieve NLR of 25 dB must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low. 3. Measures to achieve NLR of 30 dB must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low. 4. Measures to achieve NLR of 35 dB must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low. 5. Buildings where public is received, are not recommended. 6. Land use is compatible provided special sound reinforcement systems are installed. 7. Where residences are permitted, measures to achieve outdoor to indoor NLR of at least 25 dB should be incorporated into the design. 8. Where residences are permitted, measures to achieve outdoor to indoor NLR of at least 30 dB should be incorporated into the design. 9. Residences are not compatible.

GLOSSARY

G.1. ACRONYMS.

ACRONYM	MEANING
AICUZ	air installations compatible use zones
APZ	accident potential zone
CNEL	community noise equivalent level
dB	decibel
DNL	day-night average sound level
DoDD	DoD directive
DoDI	DoD instruction
FAR	floor area ratio
NLR	noise level reduction
SLUCM	standard land use coding manual
UFC	unified facilities criteria
U.S.C.	United States Code

G.2. DEFINITIONS.

Unless otherwise noted, these terms and their definitions are for the purpose of this issuance.

TERM	DEFINITION
A-weighted	An expression of the relative loudness of sounds in the air as perceived by the human ear where the dB values of sound at low frequencies are reduced. By contrast, unweighted dBs make no correction for audio frequency.
airfield	Defined in the DoD Dictionary of Military and Associated Terms.
air installation	Installations whose mission include the operation of fixed-wing or rotary-wing military airfields.
APZ I	The area beyond the clear zone that possesses a significant potential for accidents. This area has the second highest potential for aircraft mishaps (see Figure 1).

TERM	DEFINITION
APZ II	The area beyond the APZ I having a measurable potential for accidents. This area has the third highest potential for aircraft mishaps (see Figure 1).
area of critical concern	An area within the airfield environment as defined by the Military Department where land use controls may be desirable to protect long-term mission capability. The development of the final boundary of areas of critical concern will also take into account natural and manmade features.
Class A runway	A runway primarily intended for small, light aircraft that does not have the potential for development of heavy or high-performance aircraft use, or for which no foreseeable requirements for such use exists. Ordinarily, less than 10 percent of the operations at airfields with Class A runways involve aircraft in the Class B category and the runway(s) are less than 8,000 feet (see Figure 1).
Class B runway	A runway primarily intended for high-performance and large, heavy aircraft. For example, runways that accommodate heavy aircraft or have the potential for development for heavy aircraft use (see Figure 1).
clear zone	A surface on the ground or water beginning at the runway end and symmetrical about the runway centerline extended. This area has the highest potential for aircraft mishaps (see Figure 1).
peak	A single-event sound level without weighting.
United States	The States, the District of Columbia, the Commonwealths of Puerto Rico and the Northern Mariana Islands, American Samoa, Guam, Midway and Wake Islands, the United States Virgin Islands, and any territory or possession of the United States, and associated navigable waters, contiguous zones, and ocean waters of which the natural resource are under the exclusive management authority of the United States.

REFERENCES

- Code of Federal Regulations, Title 14, Part 77
Code of Federal Regulations, Title 32, Part 211
DoD Directive 3030.01, "Office of Economic Adjustment (OEA)," March 5, 2006
DoD Directive 3200.15, "Sustaining Access to the Live Training and Test Domain," December 18, 2013, as amended
DoD Directive 4165.06, "Real Property," October 13, 2004, as amended
DoD Directive 5135.02, "Under Secretary of Defense for Acquisition and Sustainment (USD(A&S))," July 15, 2020
DoD Instruction 3030.03, "Joint Land Use Study (JLUS) Program," July 13, 2004, as amended
DoD Instruction 4165.70, "Real Property Management," April 6, 2005, as amended
DoD Instruction 4165.71, "Real Property Acquisition," January 6, 2005, as amended
DoD Instruction 4165.72, "Real Property Disposal," December 21, 2007, as amended
DoD Instruction 4715.13, "DoD Operational Noise Program," January 28, 2020
DoD Instruction 5410.19, Volume 1, "Community Outreach Activities: Policy Overview and Evaluation Procedures," September 29, 2021
Executive Order 13045, "Protection of Children from Environmental Health Risks and Safety Risks," April 23, 1997
Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," January 21, 2025
Federal Highway Administration, "Standard Land Use Coding Manual," January 1965
Federal Interagency Committee on Noise, "Federal Agency Review of Selected Airport Noise Analysis Issues," August 1992
Federal Interagency Committee on Urban Noise, "Guidelines for Considering Noise in Land Use Planning and Control," June 1980
Office of the Chairman of the Joint Chiefs of Staff, "DoD Dictionary of Military and Associated Terms," current edition
Public Law 91-190, Section 4321, "The National Environmental Policy Act of 1969," January 1, 1970, as amended
Unified Facilities Criteria 3-260-01, "Airfield and Heliport Planning and Design," February 4, 2019, as amended
United States Air Force, "Aircraft Crash Analysis for AICUZ," March 1974
United States Code, Title 10

CITY COUNCIL MEMORANDUM

City Council Meeting: January 20, 2026
Department: Facility & Fleet
Subject: Workshop on disposition of city-owned property at 1298 Borgfeld Rd (former Animal Adoption Center) (B.James/D.Hardin)

BACKGROUND

Prior to its current location at 800 Community Circle, the City of Schertz's Animal Adoption Center was located at 1298 Borgfeld Road. Staff explored different options to reuse the building, but ultimately recommend again that given the costs of renovation and repair as well as the limited functionality of the building. On February 6, 2024, City Council approved the demolition of unoccupied City buildings, which included the structures located at 1298 Borgfeld Road.

Staff is seeking direction from City Council regarding the disposition of the now-vacant property. The City has no need for this property and there is a cost to maintaining it - mowing, securing the building, etc. Staff is recommending that the City sell the property. State law provides a few ways the City can sell the property and if that is the direction of Council, staff will work to determine the best way to put it out for sale.

Attachments

Parcel Information
Front visual of old building

City of Schertz Interactive Map



Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community | Esri Community Maps Contributors, City of Cibolo, Texas, Guadalupe County, TX, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA,

Parcel ID: 67637

Address: 1298

Street: BORGFELD RD

Subdivision: SCHERTZ ANIMAL ADOPTION CENTER

Block: 1

Lot: 1

Acreage: 1.73

Appraisal Link: [More info](#)

Last Updated: 7/19/2023

Planned Development District: [None](#)

Special Use Permit: [None](#)

Zoning Classification: GB



1298 Borgfeld

CITY COUNCIL MEMORANDUM

City Council Meeting: January 20, 2026
Department: Engineering
Subject: Monthly Update - Major Projects in Progress/CIP
(B.James/K.Woodlee)

Attachments

January 2026 Major Project Update Memo

CITY COUNCIL MEMORANDUM

City Council Meeting: January 20, 2026
Department: City Manager
Subject: Update on Major Projects in Progress

Background

This is the monthly update on large projects that are in progress or in the planning process. This update is being provided so Council will be up to date on the progress of these large projects. If Council desires more information on any project or on projects not on this list, please reach out to staff and that information will be provided.

Facilities Projects:

1. Fleet Building Parking Lot

Project Description – Pave the open grassy area located at 27 Commercial Place

- Project Status: Site Plan Development and Construction Design
- Projected Completion: To be determined
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: To be determined

Project Update: This project is being pushed back to FY26-27 due to the need to reallocate funding from this project to help fund the repairs of the retention wall and pavers at the Schertz Library. In the interim, Public Works has started grading a small area of the lot to provide additional improved surface for parking and storage of vehicles and equipment in order to comply with the City's regulations regarding the use of unimproved surfaces.

2. Library Retention Wall (Pavers)

Project Description – Replacing the failing plastic panels around the library foundation with concrete panels. This includes removal and replacement of some of the concrete pavers in the rear courtyard.

- Project Status: Design
- Projected Completion: Spring 2026
- Project Cost: \$350,000
- Consultant: Unintech Consulting Engineering
- Contractor: To be determined

Project Update: The revised scope of the work has been determined and has been provided to our consultant. The consultant is working on the final tweaks to the bid package. Once complete, the project will be ready for bid.

3. Fire Station 4

Project Description – Fire Station 4 Build

- Project Status: Building & Fire Permit Approved – CPS Process 80% Complete
- Projected Completion: March 2027
- Total Project Cost: Estimated \$13.25 million
- Building Cost: Estimated \$10 million
- Consultant: AGCM – Owner Rep
- Architect: Martinez Architecture
- Contractor: Marksman – CMAR

Project Update: Clearing has begun on the property with no present issues to report. They will continue to prepare the ground and build up area before formal ground-breaking ceremony, Feb 4. FD will be clearing trees for electrical easement as part of chainsaw and tree falling training. This is in coordination with CPS with estimated completion of 1/23 and CPS can begin work by end of month.

4. FM 78 Build Out PD CID Property Room

Project Description – Remodel a portion of the County Building that PD will utilize for CID and Property

- Project Status: Approved by the County
- Projected Completion: TBD
- Consultant: TBD
- Contractor: TBD

Project Update: Conducted a walk through with sister city departments and developed a rough draft of the design-build rough draft of design build. Scope of work for architectural and construction design completed for RFB. RFB is pending approval before publishing.

5. Police Department Building Remodel

Project Description – Remodel office areas within building #6 where the Police Department operates. Areas to remodel may include the current CIS division, P&E holding area, and possibly other offices along that hallway.

- Project Status: Once the FM 78 project is nearing completion, we can move forward.
- Projected Completion: TBD
- Consultant: TBD
- Contractor: TBD

Project Update: In a **holding status** until we finalize administrative tasks with the FM 78 build out for the property room and CID.

Drainage Projects:

1. FM 78 South Channel Silt Removal

Project Description – Silt removal for the existing FM 78 South Drainage channel to include permitting, easement acquisition and construction.

- Project Status: Easement Acquisition
- Projected Completion: Fall 2026
- Project Cost: Design \$32,100, Drainage Report \$4,600

- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: No new updates since last council meeting. Design of the project is complete. The project has been on hold pending resolution of some easement acquisition challenges. Staff are working to identify the appropriate path of access to the channel. Unintech will resume work to acquire necessary easements for the project once those challenges have been resolved. After easements are acquired, the project will be rebid, and construction will proceed.

2. Pickrell Park & FM 1518 Drainage

Project Description – Installation of underground drainage, upgraded creek outfalls and provide localized surface drainage swales. Sanitary sewer relocation within areas of conflict with proposed drainage improvements

- Project Status: Preliminary Engineering Study
- Projected Completion: TBD
- Project Cost: \$41,987 - \$47,500 NTE (study only)
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: Staff is reviewing the preliminary analysis of the drainage and sewer that has been provided. Staff and Unintech will meet to discuss the analysis and resolve any questions that arise during the review.

3. Wendy Swan Drainage

Project Description – Removal of an existing concrete retaining wall, install underground drainage and fill to grade with localized surface drainage.

- Project Status: Design
- Projected Completion: Summer 2026
- Project Cost: Design \$108,500 (\$125,000 NTE), Construction Estimate \$1,100,000
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: Staff has reviewed the 30% design plans. Unintech is working to address comments and will provide a 90% set in preparation of compiling the bid documents.

4. Friesenhahn Lift Station Drainage Improvements

Project Description – Drainage study of Friesenhahn Lift Station site will be performed and used to develop plans for construction of recommended improvements to remedy poor drainage conditions around the site.

- Project Status: Study and Design
- Projected Completion: TBD
- Project Cost: Design \$74,815 Construction Estimate TBD
- Consultant: Utility Engineering Group
- Contractor: TBD

Project Update: UEG and staff meet monthly to discuss project status. UEG has completed the fieldwork for the drainage improvements and are currently working on the drainage analysis to provide options for improvements.

Water and Wastewater Projects:

1. Woman Hollering Creek Wastewater Interceptor Main and Lift Station

Project Description – Design and construction of a sanitary sewer system to collect and convey wastewater to the future CCMA water reclamation plant off Trainer Hale Road in Southern Schertz. The system consists of approximately 19,000 linear feet of 30” gravity wastewater line running generally along Woman Hollering Creek from the existing Sedona lift station on FM 1518 to a new lift station on IH 10 and approximately 6,000 feet of force main from the lift station to CCMA plant. It also includes an additional 18” gravity line approximately 1,500 feet in length that will first serve the Hallie’s Cove Subdivision. The system is necessary for the new CCMA plant to begin operation and to allow the existing Woman Hollering Lift Station at Sedona to be taken out of service.

- Project Status: Construction
- Projected Completion: Summer 2026
- Project Cost: Engineering/Design \$1,187,594, Land purchases, ROW, legal and advertising \$700,810, Construction \$11,200,000, totaling \$13,088,404
- Design Engineer: Cobb Fendley & Associates, Inc.
- Owner’s Representative: AGCM, Inc.
- Contractor: Thalle Construction Co, Inc.

Project Update: The collection and conveyance system including the lift station was put into operation March 3, 2025. The CCMA South Plant is operational. The Woman Hollering Package Treatment Plant has been shut down and is being cleaned and removed from the leased property location. The Sedona Lift Station and the pump and haul operation at Hallie’s Cove have been decommissioned. The contractor continues to work on correction of items identified on the punchlist for the project to be completed. It is estimated that the remainder of the work on the project may still take several months to complete but as stated, the project is operational.

2. Riata Lift Station Relocation

Project Description – Relocation of the Riata Lift Station ahead of TxDOT’s IH 35 NEX project to remove it from conflict with the proposed highway improvements. The design phase included identification of a new site for the lift station, design of new lift station and design of the abandonment of the existing lift station. Property and easement acquisitions were required. The new lift station is needed to maintain sewer services.

- Project Status: Begin Construction 4th Quarter of 2024.
- Projected Completion: Summer 2026
- Project Cost: Design & Acquisition of easements and existing lift station \$478,000; Construction: \$2,800,000
- Consultant: Utility Engineering Group, PLLC
- Contractor: Keystone Construction

Project Update: No new changes. Keystone has performed the start-up and testing of the new lift station. Public Works staff has provided a few punch list items that need attention regarding the electrical and SCADA controls, which Keystone is working to correct. Once complete, flow will be diverted to the new lift station and Keystone will begin abandonment of the old lift station.



3. FM 1518 Utility Relocations

Project Description – Relocation of water and sewer utilities to avoid conflicts as part of the TxDOT FM 1518 Improvement Project.

- Project Status: Construction
- Projected Completion: The City's utility relocation portion of the project is expected to be completed in the summer of 2025.
- Project Cost: Design NTE \$980,000, Construction Joint Bid \$8,986,837/Aztec 16" Line \$884,270
- Consultant: Halff Associates
- Contractor: SER Construction Partners (TxDOT's General Contractor)/Qro Mex Construction (Aztec 16" Line-completed)

Project Update: No new updates since last meeting. SER has slowed down on the installation of water and sewer on the north end of the project due to CCMA working on their utility relocations within the same area. Once CCMA is completed in the area, SER will resume utility installation.

4. Corbett Ground Storage Tank

Project Description – Construction of a new 3-million-gallon Ground Storage Tank (GST). The GST will be used to fill the existing Corbett Elevated Storage Tank and provide additional water storage capacity. This new GST will receive water directly from the Schertz Seguin Local Government Corporation.

- Project Status: Construction Phase
- Projected Completion: Spring 2026
- Project Cost: Design \$547,100, Construction \$8,665,220
- Consultant: Unintech Consulting Engineers

- Contractor: Pesado Construction Co.

Project Update: Pesado has completed the filling, disinfection and testing of the new ground storage tank. They are beginning the testing of the pumps and other electrical equipment. Once all of the testing is acceptable the new facilities will be placed on-line

5. Water Loop Lines

Project Description – Install 12” water main lines to provide a looped distribution system from Ware Seguin to Lower Seguin and Pfeil Road to N Graytown Road.

- Project Status: Design/Easement Acquisition
- Projected Completion: Fall 2026
- Project Cost: Design NTE \$254,974, Construction Estimate \$4,400,000

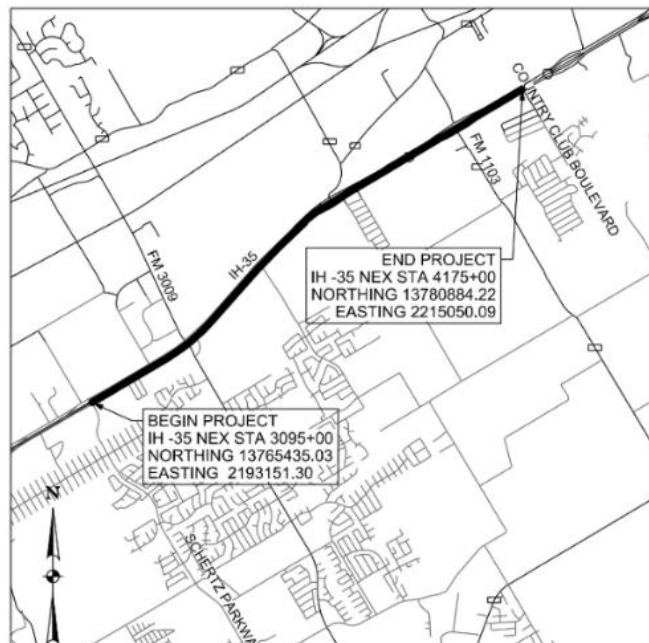
Project Update: No new updates. Staff continues to work on the easement acquisition for this project. A resolution to use the City’s power of eminent domain for an easement for which negotiations have been futile will likely be brought before Council in an upcoming meeting.

6. IH 35 NEX-North Utility Relocations

Project Description – Relocation of water and sewer utilities to avoid conflicts as part of the TxDOT IH 35 NEX project.

- Project Status: Design - Construction
- Projected Completion: Joint Bid Construction is planned for End of 2026
- Project Cost: Design & Easement Acquisition Services - \$1,250,000
- Project Cost: Construction Sewer - \$1,787,074 (\$2,000,000 NTE)
- Consultant: Halff Associates

Project Update: Blackrock Construction has been issued a Notice to Proceed on the project. They will begin staking of the new lines while Halff and staff complete the review of material submittals.



Extent of IH 35 NEX – Northern Segment

7. Robin Hood Way Waterline Replacement

Project Description – Replacement and upsizing of water line in Robin Hood Way, Sherlock Lane, and Nottingshire. The main replacement is to increase flows in the area, particularly to meet fire flow requirements. The project also includes street resurfacing and rehabilitation work that was previously removed from the SPAM project.

- Project Status: Design
- Projected Completion: Fall 2026
- Project Cost: \$5,350,000
- Consultant: Kimley- Horn & Associates

Project Update: Nothing new to report. The consultant is continuing to refine the project plans. The street work is being carefully reviewed and different strategies for some of the repair efforts are being examined to try to reduce the street work costs. Plans are expected to be finalized and a revised Engineer's Estimate provided in the next couple of months.

8. Bell North Sewer Extension

Project Description – Ten commercial properties on the west end of Bell North Drive are served by private grinder pumps that pump into a public wastewater force main that discharges into a manhole near 17316 Bell North Drive. This project is the construction of a gravity sewer main within Bell North Drive that will flow toward and discharge into the main on Doerr Lane.

- Project Status: Design
- Projected Completion: TBD
- Project Cost: Design \$95,000, Construction Estimate \$905,000
- Consultant: Freeland Turk Engineering Group LLC

Project Update: The bid date for the project was moved to January 13th to allow contractors a little more time after the holidays to prepare their bids. Freeland Turk will review the bids received and provide a recommendation of award. The construction contract will be brought before council in February.

9. Northcliffe Country Club Estates Water and Wastewater Main Replacement

Project Description – replacement of the water and wastewater mains and rehabilitation of the streets in the Northcliffe Country Club Estates subdivision.

- Project Status: Design
- Projected Completion: Spring 2027
- Project Cost: Design & Easement Acquisition Services - \$10,435,000
- Consultant: Unintech Consulting Engineers, Inc.

Project Update: Staff has reviewed the preliminary plans and provided comments to our consultant. Our consultant is revising the plans.



10. Cibolo West Wastewater Trunk Main

Project Description – Installation of approximately 21,680 LF of gravity wastewater trunk main that will collect wastewater at the location of the Saddlebrook Wastewater Lift Station as well as areas north of Schaefer Road and convey flows south along a route including along Weir and Trainer Hale Roads and the west side of Cibolo Creek to the CCMA South Water Reclamation Plant. Having this line in place will ultimately allow the decommissioning of the Corbett and Saddlebrook Lift Stations. The project is a collaboration between the City of Schertz and Green Valley Special Utility District (GVSUD).

- Project Status: Easement Acquisition
- Projected Completion: TBD
- Total Project Cost: \$26,743,000
- Consultant for Route Study: Lockwood, Andrews, & Newnam, Inc.
- Consultant for Easement Acquisition: TBD

Project Update: Staff continues working on a scope to request a task order proposal for the next phase of this project – easement acquisition. The scope will likely include a preliminary design to further refine the specific route of the trunk main in order to identify the necessary easements.

11. Elevated Storage Tank Pipe Replacement and Tank Painting

Project Description – Rehabilitation of vertical fill and drain line piping in the East Live Oak and Northcliffe elevated storage tanks due to increased signs of fatigue at the welded joints. The project also includes the painting of the interior and exterior of the East Live Oak and Northcliffe elevated tanks and the Ware Seguin ground storage tank.

- Project Status: Design
- Projected Completion: Design expected to be complete by Spring 2026.
- Total Project Cost: \$2,600,000 Estimated Total

- Consultant for Study: Unintech Consulting Engineers, Inc.

Project Update: The inspection of the tanks has been completed, and the final report is pending. Tank fill and discharge pipe sampling began 1/7/25, two of the three required samples have been collected. The remaining sample is scheduled to be collected on 1/12/25, once sampling is complete, the results will be analyzed to identify the root cause of the deterioration and to develop a rehabilitation plan.

12. Schertz Parkway 16" Water Transmission Main Replacement

Project Description – Replacement of approximately 1,200 linear feet of 16" water transmission main along Schertz Parkway between Mare Way and Maske Road.

- Project Status: Design
- Projected Completion: TBD
- Project Cost: Design \$180,824 (\$245,000 NTE), Construction Estimate \$1,500,000
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: No change from previous update. Staff has completed the review of the preliminary design. Unintech is working on corrections to be included in the final design.

13. FM 3009 18" Water Transmission Main Replacement

Project Description – Replacement of approximately 7,600 linear feet of 18" water transmission main.

- Project Status: Design
- Projected Completion: TBD
- Project Cost: Design \$431,752 (\$550,000 NTE), Construction Estimate (including easement acquisition) \$4,800,000
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: Unintech has completed the survey and is working on the preliminary design for the transmission main. Staff expects preliminary plans will be ready late January or early February for review.

14. IH 35 Ground Storage Tank and Pump Station

Project Description – Construction of a 3-million-gallon ground storage tank and pump station adjacent to the existing IH 35 elevated storage tank to provide storage capacity that can be filled during non-peak hours of the day.

- Project Status: Design
- Projected Completion: TBD
- Project Cost: Design \$728,068 (800,000 NTE), Construction Estimate (including land acquisition) \$13,250,000
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: No new updates. Unintech is working to complete the field work. They are continuing the analysis of the water system to size pump and will provide recommendations to City staff to be used in their design.

15. Lift Station Decommissioning

Project Description – Decommissioning of Elbel and Whisper Branch Lift Stations including regulatory documentation and physical demolition and abandonment. The project also includes the development of a lift station decommissioning standard guidance document that can be used by the City for future lift station decommissioning projects.

- Project Status: Design
- Projected Completion: TBD
- Project Cost: Design \$49,635 Construction Estimate TBD
- Consultant: Utility Engineering Group
- Contractor: TBD

Project Update: UEG is working on the preliminary design. Staff will meet with UEG and its electrical engineers on site to determine the decommissioning needs of the electrical components at each site.

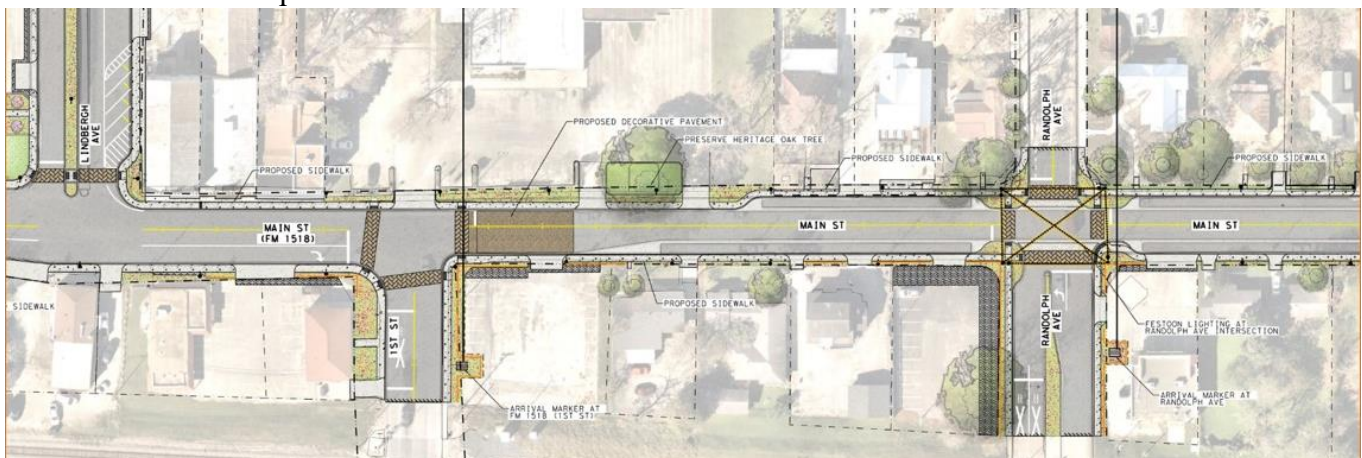
Street Projects:

1. Main Street Improvements Project

Project Description – The project will improve sidewalks, provide street lighting, way-finding signage, landscaping, utility relocations, and architectural elements such as decorative concrete, decorative lighting, screening, and area signage. This project will also replace aging water and sanitary sewer mains and reconstruct the street with a new, stronger pavement section. Additionally, Lindbergh between Main and Exchange will be reconstructed.

- Project Status: Design
- Projected Completion: Spring 2028
- Project Cost: Design NTE \$2,173,905, Construction including easements \$24,600,000
- Consultant: Kimley- Horn Associates

Project Update: Our consultant is working on incorporating a new duct bank into the plans for the other overhead utilities to relocate to. Staff and our consultant met with TxDOT this month to go over the planned work in the TxDOT section of Main Street and move closer to securing the needed permit for TxDOT for the planned work.



2. Lookout Road Reconstruction

Project Description – The project involves reconstruction of Lookout Road from Schertz Parkway to Doerr Lane. A traffic signal at the Lookout Road/Schertz Parkway intersection will also be installed.

The project also includes the replacement and upsizing the existing sanitary sewer main in Lookout Road from Doerr Lane to Schertz Parkway.

- Project Status: Design
- Projected Completion: Winter 2026
- Project Cost: Design \$571,000 (\$20,000 from Selma), Construction estimate \$6,738,092 (\$100,000 from Selma)
- Design Consultant: Halff Associates

Project Update: Right-of-Way acquisition at the Schertz Parkway and Doerr Lane intersections is ongoing. The final plan changes have been completed and are under review.

3. Lower Seguin Road Reconstruction

Project Description – The project will reconstruct a 2.9-mile segment of Lower Seguin Road to widen and improve the street to the section identified in the Master Thoroughfare Plan. The City intends to pursue Federal DCIP funding for project construction.

- Project Status: Design
- Projected Completion: January 2027
- Project Cost: \$18,200,000
- Consultant: Halff & Associates

Project Update: Staff and our consultant met with DCIP personnel and received excellent feedback on our application. There was a lot of competition for the funding in the program – 139 applicants. Having \$90 million for the program meant they could only fund 10 of the projects submitted. The feedback received, plus the work to develop the DEAG application earlier this year will allow us to refine our next DCIP application and be more competitive. While the DCIP program has been formally authorized by Congress, the funding amount has not been established yet. Some of the project categories have changed from last year, with “quality of life” now becoming the high scoring project type (which our project fits into). Because of these changes and the funding not being identified yet, we don’t know when the next project call will occur. We expect it to be this Summer, similar to last year.

4. Buffalo Valley South Resurfacing and Rehabilitation and Utility Replacements

Project Description – Water and sanitary sewer main replacements and street rehabilitation of Buffalo Valley South, specifically Mill Street, 1st St, 2nd St, Bowman St, Lee St, Church St, Zuehl St, and Wuest. PCI data was used to select the streets in the project. Project will be funded with a combination of SPAM funding (for the street rehabilitation) and ARP funding for the utility replacement.

- Project Status: Construction
- Projected Completion: Winter 2026
- Project Cost: \$5,705,000 (estimated total)
- Design Consultant: Unintech Consulting Engineering
- Contractor: E-Z Bel Construction, LLC

Project Update: The water main work has been completed, with the final two water tie-ins being completed recently. As the contractor was getting ready to pave some of the street sections in the project area, it was discovered that the plan grades were not matching the curb properly. Our consultant has reviewed the situation and determined that some additional curb will need to be replaced in the

project. The project will likely not be completed by the end of this month as originally anticipated. Project completion is now expected in February, which will still be ahead of schedule.

5. Boenig Drive Reconstruction

Project Description – Reconstruction of Boenig Drive between Ware Seguin Road and Graytown Road. The reconstruction includes reconfiguration of the intersection with Ware Seguin Road to improve efficiencies and eliminate having two street intersections side-by side on Ware Seguin Road.

- Project Status: Design
- Projected Completion: Winter 2026
- Project Cost: \$3,240,000
- Consultant: Unintech Consulting Engineers, Inc.

Project Update: Nothing new to report. A couple of segments of water line need to be relocated to accommodate the new street section and profile. These relocations are being incorporated into the plans. Plans are expected to be completed in early 2026.

6. 2024 SPAM Rehabilitation

Project Description – Rehabilitation of St. Andrews, Maple, and part of the Silvertree Subdivision streets. Rehabilitation involves removing the existing pavement, applying cement stabilizing to the material underneath, and placing a new layer of pavement on the street.

- Project Status: Construction
- Projected Completion: Spring 2026
- Project Cost: \$3,581,000
- Consultant: Kimley-Horn Associates
- Contractor: E-Z Bel Construction, LLC

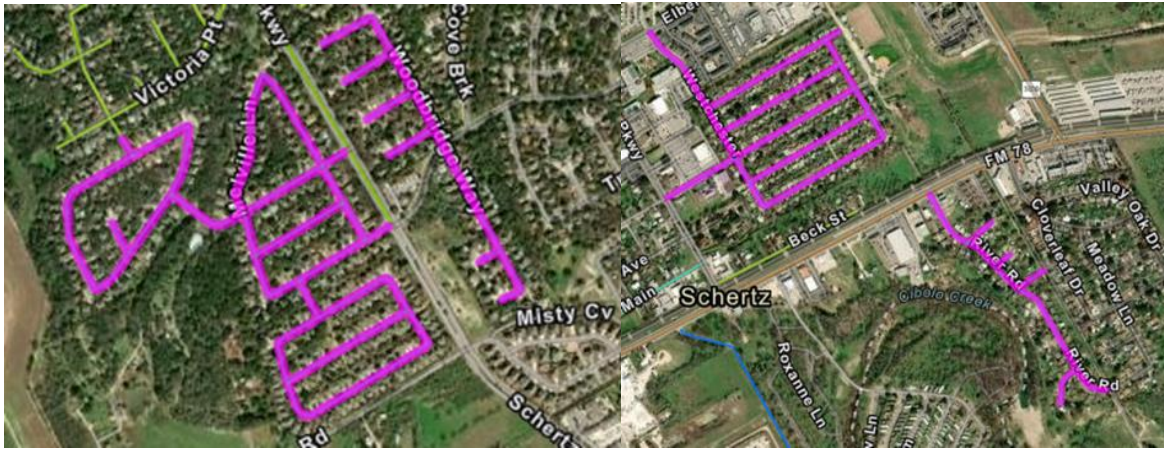
Project Update: Work on Dove Meadows, Mourning Dove, White Wing, Grey Feather, and part of Silvertree has progressed fairly well and the majority of the concrete work has been completed. The contractor expects to have these streets paved during January.

7. 2025 SPAM Resurfacing

Project Description – Resurfacing of the streets in the Ashley Woods, Woodbridge, and Rio Vista subdivisions. Resurfacing involves performing localized concrete repairs; base repairs; asphalt level up; crack sealing; and applying a slurry seal to the surface of the streets.

- Project Status: Design
- Projected Completion: Summer 2026
- Project Cost: \$1,282,231
- Consultant: Kimley-Horn Associates

Project Update: The bid package is still being refined by our consultant. Bidding is expected to start in February.



8. Kramer Farm Rehabilitation

Project Description – Rehabilitation of the western streets in Kramer Farm Subdivision. Rehabilitation involves removing the existing pavement, applying cement stabilizing to the material underneath, and placing a new layer of pavement on the street.

- Project Status: Design
- Projected Completion: Summer 2026
- Project Cost: \$1,446,582
- Consultant: Kimley-Horn Associates

Project Update: The bid package is still being refined by our consultant. Bidding is expected to start in February.

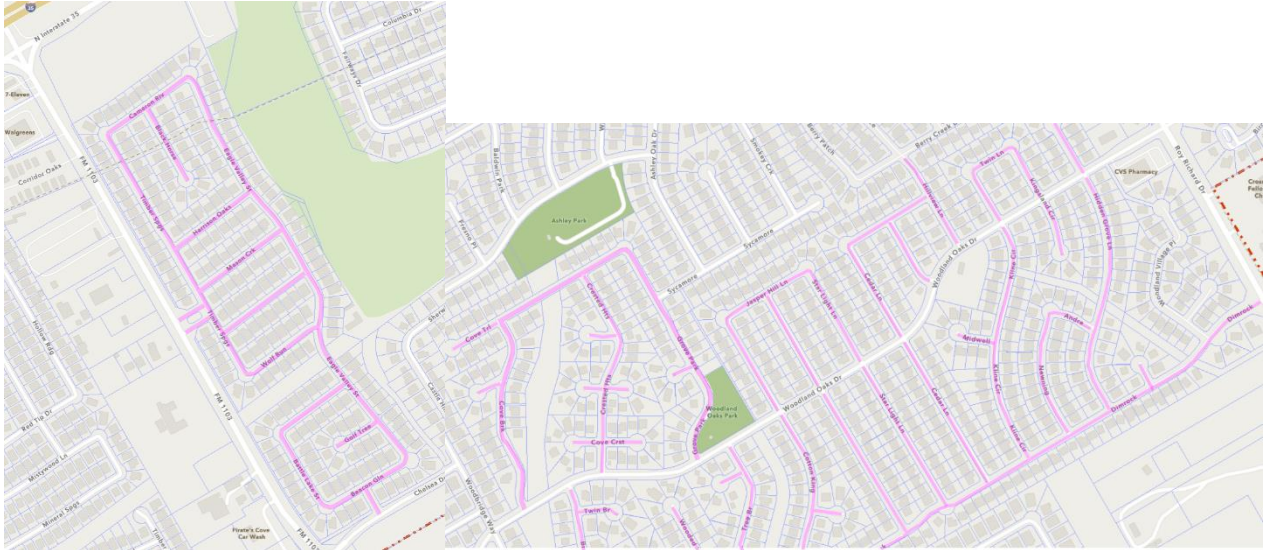


9. 2026 SPAM Resurfacing

Project Description – resurfacing of the streets in the Fairway Ridge; Woodland Oaks; and Horseshoe Oaks Subdivisions. The project will also include the TSAC recommended crosswalk improvements.

- Project Status: Design
- Projected Completion: Fall 2026
- Project Cost: \$1,780,000
- Consultant: Kimley-Horn Associates

Project Update: All the design fieldwork has been completed, and plan preparation is nearing completion. The consultant expects to submit plans to the City in late January.

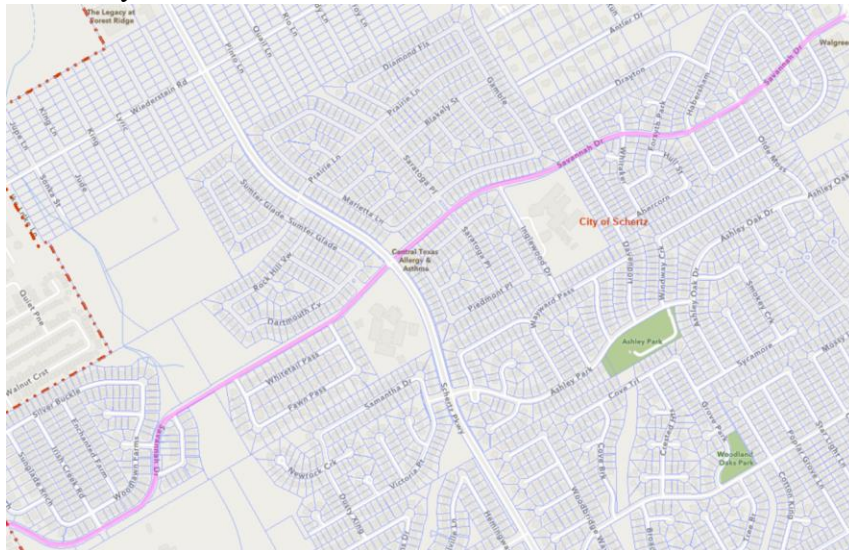


10. Savannah Drive Overlay

Project Description – Resurfacing of Savannah Drive from the Selma City Limits to FM 3009.

- Project Status: Construction
- Projected Completion: Fall 2026
- Project Cost: \$1,460,000
- Consultant: Kimley-Horn Associates

Project Update: This project is “bundled” with the 2026 SPAM Resurfacing project. Some pavement cores will be taken this month to help refine the plans and plans are expected to be submitted to the City for review late January.



11. FM 3009 Overpass

Project Description – TxDOT project for overpass construction at the FM 3009/FM 78 intersection to elevate the main lanes of FM 3009 over the railroad tracks and FM 78. On and off ramps will be provided so vehicles can travel between FM 3009 and FM 78 at the intersection. The project includes some improvements to FM 78 to improve operational efficiencies of the on and off ramps.

- Project Status: Schematic Design and Environmental Clearance
- Projected Completion: TBD
- Project Cost: \$40,000,000 (TxDOT)
- Consultant: Kimley-Horn Associates

Project Update: No change from last month. The schematic plans and the environmental clearance are still underway. TxDOT has formally applied to the Alamo Area Metropolitan Planning Organization (AAMPO) for construction funding. While TxDOT has applied for funding, this doesn't mean the funding will be available and construction starting soon. By applying for funding now, it gets the project "on the list" for AAMPO to consider and does not mean construction will occur soon. While funding is being considered by AAMPO, the environmental clearance and design efforts will continue, and more public meetings will be held to help refine the project design.

Parks & Recreation Projects:

1. Schertz Soccer Complex Irrigation Water Storage Project

Project Description – Upgrading electrical components, upsizing well pump and piping, and adding storage capacity for irrigation of the Schertz Soccer Complex.

- Project Status: Under Construction
- Projected Completion: Spring 2026
- Project Cost: \$200,000 (estimated total)
- Consultant: Unintech Engineering
- Contractor: Kutscher Drilling

Project Update: Drilling construction for the new well has been completed and the old well has been capped. Staff is acquiring bids for the storage tanks to finish up the project. Still pending bids for the storage tanks as there is a complication in the float valves available versus what was designed.

I.T. Projects:

1. Asset Management- Work Order System – Open Gov

Project Description- Replace the current work order and asset management systems

- Project Status: In progress
- Projected Completion: Fall 2025
- Project Cost: Approximately \$470,000
- Contractor: Open Gov

Project Update: Parks, Drainage, and Streets are actively working on providing information on the start-up data templates in order for OpenGov to upload each department's work related resources, tasks titles, activities, equipment, etc. into the sandbox site. There is a schedule 2-day validation onsite workshop with an OpenGov representative the week of January 9th -16th.

Studies and Plans:

1. Master Thoroughfare Plan and Roadway Impact Fee Update

Project Description – Update to City’s Master Thoroughfare Plan and Roadway Impact Fee Program.

- Project Status: Study
- Projected Completion: Schedule Pending
- Total Project Cost: \$149,460 (\$170,000 NTE)
- Consultant for Study: Kimley-Horn Associates

Project Update: The consultant is fine-tuning thoroughfare routes and beginning to estimate costs of the proposed roadway capital improvement plan.

2. Southern Schertz Interim Sewer Service Study

Project Description – Until the completion of expansion of the CCMA South Water Reclamation Plant, treatment capacity in southern Schertz is severely limited. This project is a study to identify potential short-term and long-term sewer service treatment options for the City’s southern service area.

- Project Status: Study
- Projected Completion: Schedule Pending
- Total Project Cost: \$59,695
- Consultant for Study: Utility Engineering Group

Project Update: Staff and the consultant continue to evaluate the potential for retrofitting existing systems to function in an interim capacity. Biweekly meetings are being held to work with the consultant through the process.

3. Regional Flood Planning

At the January 20, 2026, Council meeting, a resolution is being presented for action to pledge support to the Guadalupe County Master Drainage Plan development. Additionally, Public Works and Engineering are supporting Emergency Services to work with Guadalupe and Comal Counties to identify and coordinate on locations for flood warning devices and sirens to potentially be funded through the counties by the Texas Water Development Board (TWDB).

TxDOT Roadway Projects:

Note: If links do not work, please contact engineering@schertz.com

- 1. FM 1103 Improvement Project:** Construction officially began in November 2022 and was originally expected to be complete in fall 2026. Minor progress is being made on the roadway while utility relocation continues. General project updates are available by signing up at this link: [FM 1103 Construction Newsletter](#)
- 2. FM 1518 Improvement Project:** SER Construction, LLC, formally began construction on April 9, 2024. The contractor has leased property owned by the City on Schaefer Road to stage construction activities. The first few months of the project will be mainly underground utility construction and will mostly take place outside travel lanes. While there may be some delays, major traffic disruptions should not be experienced much during this phase of the project. The project is currently anticipated to be completed in 2028. Updates regarding the FM 1518 project are available by visiting and subscribing at the following link: [FM 1518 Expansion](#)
- 3. IH-35 NEX (I-410 South to FM 1103):** The central segment of the I-35 Northeast Expansion project continues with Alamo NEX Construction handling the design-build project. The central section runs from 410 N to FM 3009. Utility coordination work for the northern segment of the

project is underway. TxDOT consultants have met with Public Works and Engineering Staff to begin establishing relocation needs. The City will be reimbursed for the costs of all relocations needed except for any upsizing or improvements above current conditions. Updates about the project can be obtained by signing up at the following link: [I 35 NEX Project Updates](#)

4. **IH-10 Graytown Road to Guadalupe County Line: Work** for the widening of the main lanes and utility relocations continues. Work on the FM 1518 bridge over IH 10 continues and will involve numerous episodes of the rerouting of traffic including shifting lanes and detours as necessary. Updates regarding the IH 10 project are available by signing up at the following link: [IH 10 Expansion Information](#)