



**MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
February 17, 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, FEBRUARY 17, 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 Guerrero)**

Special Announcement

- **Hal Baldwin Scholarship** - Students attending for the Hal Baldwin Scholarship need to sign in on the sheet located on the back podium. If you are watching remotely, please email Sarah Gonzalez at sgonzalez@schertz.com to virtually sign in. Please direct any questions to Ms. Gonzalez.

Proclamations

Government Communicators Day- February 20, 2026 (Councilmember Watson)

Engineer's Appreciation Week- February 22-28, 2026 (Councilmember Macaluso)

Employee Recognition

25 Year Tenure Service Pin: Shelley Krauss

City Events and Announcements

- Announcements of upcoming City Events (B.James/S.Gonzalez)
- Announcements and recognitions by the City Manager (S.Williams)
- Announcements and recognitions by the Mayor (R.Rodriguez)

Hearing of Residents

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

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

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

Discussion by the Council of any item not on the agenda shall be limited to statements of specific factual information given in response to any inquiry, a recitation of existing policy in response to an inquiry, and/or a proposal to place the item on a future agenda. The presiding officer, during the Hearing of Residents portion of the agenda, will call on those persons who have signed up to speak in the order they have registered.

Consent Agenda Items

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Councilmember.

1. **Minutes** - Approval of the minutes from the Regular Council Meeting on February 3, 2026 (S.Edmondson/S.Courney/I.Chavez)
2. **Appointments, Re-appointments, and Resignations** - City of Schertz Boards, Commissions and Committees

Resignations

Planning and Zoning: John Carbone

Parks and Recreation Advisory- Robert Sheridan, III

3. **Resolution 25-R-145** – Authorizing a Task Order Agreement with Kimley-Horn and Associates, Inc., for Professional Engineering-Related Services for the Pecan/Schertz Parkway Signalization Project (B.James/K.Woodlee/J.Nowak)
4. **Resolution 26-R-017** - Approving a Schertz Main Street Local Flavor Economic Development Grant for 533 Main (S.Williams/B.James)
5. **Resolution 26-R-015** - Authorizing the City Manager to apply for and accept funds from the State Homeland Security Grant Program (SHSP) to enhance regional water rescue capabilities (S.Williams/G.Rodgers/B.High)
6. **Resolution 26-R-024** - Authorizing the City Manager to apply for and accept funds for State Homeland Security Grant Program (SHSP) - Enhancing Rapid Response Capacity, Mobile Area Command Initiative (S.Williams/G.Rodgers/B.High)
7. **Resolution 26-R-025** - Authorizing the City Manager to apply for and accept funds for the State Homeland Security Grant Program (SHSP) - Regional Special Operations Response & Resilience Initiative (S.Williams/G.Rodgers/B.High)
8. **Resolution 26-R-026** - Authoring the City Manager to apply for and accept funds for the State Homeland Security Grant Program (SHSP) - Regional Rescue Response & Resilience Initiative
9. **Resolution 26-R-027** - Authorizing the City Manager to apply for and accept funds for the State Homeland Security Grant Program (SHSP) - Regional Hazardous Materials Response & Resilience Initiative (S.Williams/G.Rodgers/B.High)
10. **Resolution 26-R-028** - Authorizing the City Manager to apply for and accept funds for the Lower Colorado River Authority (LCRA) Community Development Partnership Program (CDPP) Grant Program (S.Williams/G.Rodgers/B.High)
11. **Resolution 26-R-022** – Authorizing a contract with RL Jones, LP, for construction of the Bell North Sewer Relocation Project (B.James/K.Woodlee/E.Schulze)
12. **Resolution 26-R-029** - Authorizing the City Manager to apply for and accept funds for the Guadalupe Valley Electric Cooperative (GVEC) Power Up Grant Program (S.Williams/G.Rodgers/B.High)
13. **Resolution 26-R-030** - Authorizing the City Manager to apply for and accept funds for Firehouse Subs Public Safety Foundation Grant Program (S.Williams/G.Rodgers/B.High)

14. **Resolution 26-R-031** - Authorizing an Interlocal Agreement with Live Oak for Emergency Radio Communications Services (S.Williams/J.Lowery)

Discussion and Action Items

15. **Ordinance 26-M-028** - Amending City Council Rules of Conduct and Procedure (Mayor/S.Edmondson/S.Courney)

Workshop

16. Workshop on Schertz PD TCOLE 2025 Racial Profiling Report (S.Williams/J.Lowery)

Closed Session

17. The City Council will meet in closed session pursuant to Section 551.071 of the Texas Government Code. The City of Schertz will consult in closed session with its attorney to receive legal advice regarding pending or contemplated litigation, a settlement offer, or matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, to include lease agreements with Dish Network.
18. The City Council will meet in closed session in accordance with Section 551.072, Texas Government Code deliberation regarding the purchase, exchange, lease, or value of Real Properties for city facilities; drainage and detention; and general municipal uses.

Reconvene into Regular Session

19. Take any action based on discussion held in Closed Session under Agenda Item # 17.
20. Take any action based on discussion held in Closed Session under Agenda Item # 18.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

21. February 2026 Major Projects Updated Memo
22. Check Report - January 2026 (S.Gonzalez/J.Walters)

- 23. Update on 12th Flying Training Wing Bird/Wildlife Aircraft Strike Hazard Program (S.Gonzalez/K.Haynes)

Requests and Announcements

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

Adjournment

CERTIFICATION

I, SHEILA EDMONDSON, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 10TH DAY OF FEBRUARY AT 5:45 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEILA EDMONDSON

I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE OFFICIAL BULLETIN BOARD ON _____ DAY OF _____, 2026.

TITLE: _____

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

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

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

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

<p>Mayor Rodriguez Member Audit Committee Investment Advisory Committee Main Street Committee</p>	<p>Councilmember Davis– Place 1 Member Interview Committee Main Street Committee - Chair TIRZ II Board</p>
--	---

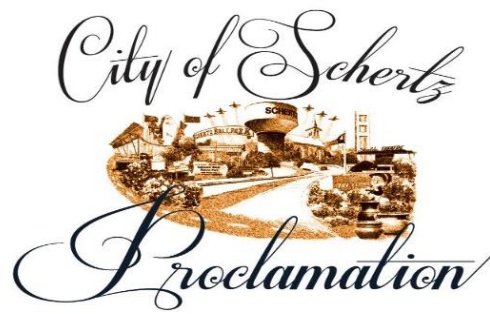
<p>TIRZ II Board</p> <p>Liaison Board of Adjustments Senior Center Advisory Board-Alternate</p>	<p>Liaison Parks & Recreation Advisory Board Schertz Housing Authority Board Transportation Safety Advisory Board</p>
<p>Councilmember Watson – Place 2 Member Audit Committee</p> <p>Liaison Library Advisory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

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: City Secretary
Subject: Government Communicators Day- February 20, 2026
(Councilmember Watson)

Attachments

Government Communicator's Day 2026



GOVERNMENT COMMUNICATORS DAY FEBRUARY 20, 2026

WHEREAS, the role of government communications professions is to inform, educate and engage their communities; and

WHEREAS, robust communication in government creates trust and inspires residents to take action and be involved; and

WHEREAS, government communications create relationships and calls to action, build awareness and understanding through storytelling, engage and foster engagement on civic issues and use all channels to include people in critical decisions; and

WHEREAS, it is essential to have strong communications in government because it is a foundational element of living in a democracy where citizens have the freedom to make their voice heard; and

WHEREAS, the [City/County] is proud and has deep gratitude and recognition for government communicators' professionalism, dedication, hard work, commitment, enthusiasm and sacrifice;

NOW, THEREFORE, I, Ralph Rodriguez, Mayor of the City of Schertz do hereby proclaim February 20, 2026 as

GOVERNMENT COMMUNICATORS DAY

and encourage all residents to thank the members of the Public Affairs Department who have dedicated their careers to ensure the City of Schertz has effective, impactful and successful communication strategies that resonate and are relevant.

IN WITNESS WHEREOF, I hereunto set my hand and caused the seal of Schertz to be affixed this 17th day of February 2026.

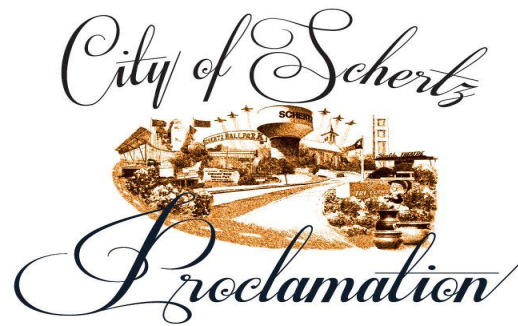
Ralph Rodriguez, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: City Secretary
Subject: Engineer's Appreciation Week- February 22-28, 2026
(Councilmember Macaluso)

Attachments

Engineers Week 2026



NATIONAL ENGINEERS APPRECIATION WEEK

FEBRUARY 22nd to FEBRUARY 28th , 2026

WHEREAS, the theme for Engineers Week 2026 is “Transform Your Future”; and

WHEREAS, Engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society’s needs; and

WHEREAS, Engineers face the major technological challenges of our time – from rebuilding towns devastated by natural disaster, cleaning up the environment, and assuring safe, clean, and efficient sources of energy, to designing information systems that will speed our country into the future; and

WHEREAS, Engineers are encouraging our young math and science students to realize the practical power of their knowledge; and

WHEREAS, we will look more than ever to engineers and their knowledge and skills to meet the challenges of the twenty-first century.

NOW, THEREFORE, I, Ralph Rodriguez, Mayor of the Schertz, Texas
do hereby recognize and hereby proclaim,
February 22nd to February 28th, 2026, as

NATIONAL ENGINEERS WEEK

I encourage all residents of the City of Schertz to recognize and honor
their commitment, dedication, and hard work
our Engineering Staff provides our citizens of our great city.

IN TESTIMONY WHEREOF, I
have signed my name officially and
caused the Seal of the City of Schertz
to be affixed on the 17th of February
2026.

Ralph Rodriguez, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: City Secretary
Subject: Minutes - Approval of the minutes from the Regular Council Meeting on February 3, 2026 (S.Edmondson/S.Courney/I.Chavez)

BACKGROUND

The City Council held a Regular City Council meeting on _____.

Attachments

Draft Minutes 02-03-2026

DRAFT

MINUTES REGULAR MEETING February 3, 2026

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on February 3, 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 Paul Macaluso; Councilmember Michelle Watson; Councilmember Ben Guerrero; Councilmember Robert Westbrook; Councilmember Allison Heyward

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

Call to Order

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

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

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

Special Announcement

- **Hal Baldwin Scholarship** - Students attending for the Hal Baldwin Scholarship need to sign in on the sheet located on the back podium. If you are watching remotely, please email Sarah Gonzalez at sgonzalez@schertz.com to virtually sign in. Please direct any questions to Ms. Gonzalez.

Mayor Rodriguez provided instructions for students applying for the Hal Baldwin Scholarship.

Proclamations

United Acts of Kindness Day - February 13, 2026 (Councilmember Heyward)

Councilmember Allison Heyward presented the United Acts of Kindness Day Proclamation to First United Bank representatives:

- Shannon Herrera Mendoza
- Eric De La Garza

- Ginny Hicks
- Christopher Rodriguez
- Brian Orr
- Jared Hawkinson

Employee Introductions

- **Public Works Drainage:** Richard Medelez-Drainage Worker
- **Public Works Water:** Romeo Pena-Water/Wastewater Operator Trainee; Dylan Allen-Water/Wastewater Operator Trainee; Chandler Layer-Water/Wastewater Operator Trainee; Brad Olivarri- Water/Wastewater Operator Trainee; Daniel Rodriguez-Water/Wastewater Operator Trainee
- **Neighborhood Services:** Ruben Lara-Sanitarian

City Events and Announcements

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

Assistant City Manager Sarah Gonzalez provided the announcement of upcoming city events.

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

City Manager Steve Williams recognized Fire Chief Greg Rodgers and his team for the Fire Station #4 Groundbreaking Event. He also recognized employees who were recently promoted:

Amy Anderson from Mobile Integrated Health Paramedic to Community Health Coordinator

Justin Langford from Code Enforcement Officer to Sanitarian

Ian McMath from Police Officer to Police Sargeant

John Ortiz from Police Officer to Police Sargeant??

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

Mayor Ralph Rodriguez recognized future Councilmember Dr. Sheridan in the audience. He also recognized the men and women from the Schertz Fire Department who saved a life while assisting the City of Cibolo in a structure fire.

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:

- **Kelly Kallies**, 1400 Schertz Parkway, Schertz, presented herself as the Chamber CORE Leadership attendee.
- **Bob Jamerson**, 4504 Brush Creek Drive, Schertz, stated that he lives directly behind the construction at 3009 and Wiederstein Road and describes significant impacts from the project due to dust, excavation, and building height. He urged City Council to reconsider building codes and buffer requirements to better protect nearby residential properties in future developments.
- **Brian Orr**, presented himself as the Chamber CORE Leadership attendee.
- **Maggie Titterington**, 1730 Schertz Parkway, shared Chamber upcoming events including the State of the Cities Luncheon on February 17, several ribbon cuttings later this month, and their continued monitoring of legislative issues, with an open invitation for officials to share ideas or concerns.
- **Jim & Jayne Hover**, 3012 Bent Tree Drive, Schertz, expressed concerns about damaged oak trees on Bent Tree Drive caused by Frontier Waste Management trucks that appear to exceed height limits. They expressed concern that multiple trees have already been damaged or destroyed due to negligence and requested a remedy, including consideration of smaller trucks and clarification on the protected and monetary value of heritage oaks under Texas law.
- **John Green**, 115 Bass Lane, Schertz, introduced himself as a candidate for County Court and exposed his desire to improve court efficiency.
- **Raquel Gutierrez**, 1016 Silvertree Boulevard, Schertz, presented herself as a candidate for Council Place 6 and expressed her priorities and commitment to guiding Schertz's continued growth.

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 January 20, 2026 (S.Edmondson/S.Courney/I.Chavez)
2. **Resolution 26-R-001** - Adopting the City's Investment Policy (S.Gonzalez/J.Walters)
3. **Resolution 26-R-013** - Authorizing the Schertz Police Department to Apply for the FY 2027 Criminal Justice Grant Program (J.Lowery/P.Waller)

4. **Resolution 26-R-014** - Patrick Leahy Bulletproof Vest Partnership Award Acceptance (J.Lowery/P.Waller)
5. **Resolution 26-R-018** - Authorizing a letter of support for the TxDOT project to construct a grade-separated crossing of FM 3009 over the railroad tracks and FM 78 in the City of Schertz (B.James/K.Woodlee)
6. **Resolution 26-R-019** - Authorizing bad debt revenue adjustments (S.Gonzalez/J.Walters)

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

Councilmember Allison Heyward requested Item #5-Resolution 26-R-018 - Authorizing a letter of support for the TxDOT project to construct a grade-separated crossing of FM 3009 over the railroad tracks and FM 78 in the City of Schertz be pulled from the consent agenda and discussed separately.

Mayor Rodriguez asked for a motion to approve the Consent Agenda Items # 1-4 & 6.

Moved by Councilmember Allison Heyward, seconded by Councilmember Michelle Watson

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

Mayor Rodriguez recognized Deputy City Manager Brian James, who opened discussion on agenda item #5.

Deputy City Manager Brian James Council discussed ongoing traffic congestion, infrastructure limitations, and public safety concerns related to the proposed FM 3009 extension and grade-separated crossing, noting that growth in Schertz and surrounding communities will continue to increase traffic volumes. He explained that the project is identified in the Thoroughfare Plan as a long-term solution to improve mobility, reduce congestion at FM 78, and provide critical emergency access across railroad tracks, particularly as current routes become increasingly constrained.

Councilmembers expressed concerns about potential impacts to nearby businesses and residents, including access, visibility, and traffic redistribution, while others emphasized that delaying action or taking no action would likely exacerbate congestion and safety issues in the future. The item before Council was a letter of support to assist TxDOT in pursuing funding for further planning and design, with consensus that additional studies, coordination with TxDOT, and opportunities for public input would be necessary as the project advances.

Mayor Rodriguez asked for a motion to approve Resolution 26-R-018.

Moved by Councilmember Allison Heyward, seconded by Councilmember Michelle Watson

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

Passed

Discussion and Action Items

7. **Resolution 26-R-010** - Authorizing a service and maintenance agreement with Honeywell for Public Safety station-alerting services (B.James/D.Hardin/J.Bluebird)

Mayor Rodriguez recognized IT Director Jack Bluebird, who presented Resolution 26-R-010 Authorizing a service and maintenance agreement with Honeywell for Public Safety station-alerting services. He explained this would include four stations with the possibility to add FD Station #4, including a one-year term with the option to renew four additional years.

Mayor Rodriguez opened the floor for discussion.

No discussion occurred.

Mayor Rodriguez asked for a motion to approve Resolution 26-R-010.

Moved by Councilmember Paul Macaluso, seconded by Councilmember Allison Heyward

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

Passed

8. **Discuss Action Plan for ICSC 2026 in Las Vegas** (S.Williams/S.Wayman)

Mayor Rodriguez recognized City Manager Steve Williams who presented Action Plan for ICSC 2026 in Las Vegas. He requested Council direction on participation in the conference, noting improved effectiveness over the past three years through a smaller, targeted meeting strategy. Mr. Williams reported that the most recent conference yielded over 16 meetings in two and a half days, resulting in continued discussions, potential deals, and new retail leads. Council discussed the value of maintaining a small, strategic team while potentially allowing limited participation in educational sessions to gain industry insights. Staff advised that optimal engagement occurs in groups of two to three due to booth layout, meeting dynamics, and the fast-paced nature of retail negotiations. Consensus direction was to proceed with the same core team structure as the prior year, consisting of Economic Development staff and the Mayor, with the addition of Councilmember Michelle Watson and potentially Councilmember Paul Macaluso.

Public Hearings

- 9. Ordinance 26-M-002** - Conduct a public hearing to consider amending Chapter 90 Article V. Water and Wastewater Capital Recovery Fees, Section 90-142 Definitions, Capital Improvement Advisory Committee (CIAC) definition. (B.James/K.Woodlee)

Mayor Rodriguez opened the Public Hearing at 7:24 p.m.

No residents came forward to speak.

Mayor Rodriguez closed the Public Hearing at 7:25 p.m.

Mayor Rodriguez recognized Engineer Kathy Woodlee who presented Ordinance 26-M-002 - Conduct a public hearing to consider amending Chapter 90 Article V. Water and Wastewater Capital Recovery Fees, Section 90-142 Definitions, Capital Improvement Advisory Committee (CIAC) definition. She explained that the item is a definition change only and does not modify impact fees or other provisions of the ordinance. The update brings the City into compliance with state law by revising the CIAC composition requirements to include non-governmental representatives, with at least five members, a majority from real estate and building industries, and one ETJ resident.

Moved by Councilmember Allison Heyward, seconded by Councilmember Ben Guerrero

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

Passed

Information available in City Council Packets - NO DISCUSSION TO OCCUR

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

No request request by Mayor or Councilmembers that need items or presentations be placed on a future City Council agenda.

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

Mayor Pro Tem Davis attended the Parks Board Meeting.

Councilmember Macaluso attended the Fire Award Ceremony and the Fire Station #4 Groundbreaking ribbon cutting.

Councilmember Guerrero attended the Fire Award Ceremony.

Councilmember Westbrook attended the Fire Award Ceremony.

Councilmember Heyward attended the Collection Schertz Station ribbon cutting, the Police Retirement Ceremony, the Main Street Committee Meeting and the Fire Station #4 Groundbreaking ribbon cutting.

Mayor Rodriguez attended the Mayors' Workshop in the City of Santa Clara and the Fire Station #4 Groundbreaking ribbon cutting.

Adjournment

Mayor Rodriguez adjourned the meeting at 7:29 p.m.

ATTEST:

Ralph Rodriguez, Mayor

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

**City Council
Meeting:**

February 17, 2026

Department:

City Secretary

Subject:

**Appointments, Re-appointments, and
Resignations - City of Schertz Boards, Commissions and Committees**

Resignations

Planning and Zoning: John Carbone

Parks and Recreation Advisory- Robert Sheridan, III

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: Engineering
Subject: Resolution 25-R-145 – Authorizing a Task Order Agreement with Kimley-Horn and Associates, Inc., for Professional Engineering-Related Services for the Pecan/Schertz Parkway Signalization Project (B.James/K.Woodlee/J.Nowak)

BACKGROUND

Traffic has increased on Schertz Parkway and the proximity of Samuel Clemens High School creates significant pedestrian school traffic at the Pecan/Schertz Parkway intersection. This combination has created inefficiencies in the intersection operation and makes crossing Schertz Parkway more difficult and less safe for pedestrians. This intersection has been analyzed in the past and it was determined that the conditions at the intersection didn't quite meet the traffic signal warrants as identified in the Texas Manual of Uniform Traffic Control Devices (TMUTCD). Additional signage was previously added to the intersection to draw attention to the pedestrian crossing and to try to improve crossing safety as the intersection didn't meet the signal warrants.

Staff has continued to monitor the intersection and has re-analyzed the intersection to see if the signal warrants have been met. The most recent warrant analysis of the intersection does show that the intersection does meet the Pedestrian Traffic Signal Warrant. The analysis was presented to the Transportation Safety Advisory Commission (TSAC) during their regular meeting February 5, 2026, and the vote recommending Council approval of the project was unanimous.

GOAL

The goal of Resolution 26-R-033 is to approve and authorize the City Manager to execute a Task Order with Kimley-Horn and Associates, Inc., for professional services for the Pecan/Schertz Parkway Intersection Signalization project.

COMMUNITY BENEFIT

Signalizing the Pecan/Schertz Parkway intersection will allow pedestrians to cross more safely, particularly school pedestrians. Additionally, operational efficiency of the intersection will improve, particularly during peak school traffic times. This signal supports the Strategic Objectives of safeguarding public safety and developing transportation infrastructure.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of the Task Order for Kimley-Horn and Associates, Inc. for \$86,555.70 and a not to exceed amount of \$100,000 for the engineering services related to the signalization of the Pecan/Schertz Parkway intersection.

FISCAL IMPACT

Funding for the Task Order is available for the Outsourced Street Maintenance line item in the Public Works Budget. A total of \$350,000 has been allocated from this budget line item to fund the design and construction of the traffic signal at the intersection.

RECOMMENDATION

Approve Resolution 26-R-033.

Attachments

Resolution 26-R-033 with attachments

RESOLUTION NO. 26-R-033

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A TASK ORDER AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR PROFESSIONAL ENGINEERING-RELATED SERVICES FOR THE PECAN/SCHERTZ PARKWAY SIGNALIZATION PROJECT

WHEREAS, the City Council of Schertz Texas has determined the need for signalization of the intersection of Pecan Drive and Schertz Parkway; and

WHEREAS, on February 5, 2026, the Transportation Safety Advisory Commission made a recommendation to City Council to authorize the signalization project; and

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires professional services relating to engineering and design for the Pecan/Schertz Parkway Signalization project; and

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

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

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

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Kimley-Horn and Associates, Inc. pursuant to the On-Call Task Order Agreement attached hereto as Exhibit A (the “Agreement”) up to a maximum total aggregate amount of \$100,000.00.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Task Order Agreement with Kimley-Horn and Associates, Inc. in accordance with their approved Master Agreement in substantially the form set forth on Exhibit A in the amount of \$94,471.22 and authorize the City Manager to execute and deliver the Task Order in a not to exceed total aggregate amount of \$100,000.00.

Section 2. The City Council hereby amends the Comprehensive Capital Improvement Plan Project Sheet for the project to reflect the increased amount for professional services and include an increased budget for construction and overall contingency.

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A

TASK ORDER NO. 8 SERVICES AGREEMENT

TASK ORDER NO. [8]

This is Task Order No. [8],
consisting of 21 pages.

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

1. TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	City of Schertz, TX
c.	Engineer:	Kimley-Horn and Associates, Inc.
d.	Specific Project (title)	Schertz Parkway and Pecan Drive Traffic Signal
e.	Specific Project (description):	Construct traffic signal and associated ramp and crosswalk improvements at the intersection of Schertz Pkwy and Pecan Dr
f.	Related Task Orders	Primary task order for this project
	Supplemented by this Task Order:	N/A
	Superseded by this Task Order:	N/A

2. BASELINE INFORMATION

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

Specific Project Title: Schertz Parkway and Pecan Drive Traffic Signal

Type and Size of Facility: Arterial (Schertz Pkwy)

Description of Improvements: Construct traffic signal and associated ramp and crosswalk improvements at the intersection of Schertz Pkwy and Pecan Dr

Task Order.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
Copyright® 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Expected Construction Start:	May 2026 (estimated)
Prior Studies, Reports, Plans:	N/A
Facility Location(s):	Schertz Pkwy at Pecan Drive
Current Specific Project Budget:	N/A
Funding Sources:	N/A
Known Design Standards:	TxDOT and City of Schertz
Known Specific Project Limitations:	Reference scope and fee proposal dated November 21, 2025 for additional information
Specific Project Assumptions:	Reference scope and fee proposal dated November 21, 2025 for additional information
Other Pertinent Information:	Reference scope and fee proposal dated November 21, 2025 for additional information

3. SERVICES OF ENGINEER (“SCOPE”)

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
- Exhibit A to Task Order, “Engineer's Services for Task Order,” as attached to this specific Task Order. **[Reference scope and fee proposal dated November 21, 2025 for detailed scope of work]**
- B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. Resident Project Representative (RPR) Services: **[RPR services excluded from scope of work]**
1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

Task Order.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **[Reference scope and fee proposal dated November 21, 2025]**

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Reference scope and fee proposal dated November 21, 2025]**

The following schedule is an estimate of service timelines to commence upon receipt of signed task order from Owner:

- Data Collection (30 days)
- Develop preliminary design drawings (30 days)
- Complete necessary SUE services identified during preliminary design phase (30 days)
- Finalize design drawings and contract documents (30 days)
- Bid Phase (60 days, to include contract award)
- Construction Phase

7. ENGINEER'S COMPENSATION

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

Task	Description of Service	Amount	Basis of Compensation
	Schertz Parkway & Pecan Drive Traffic Signal		
	BASIC SERVICES		
1	Project Management (LS)	\$ 5,595.00	[Lump Sum]
2	Topographic Survey Services (Sub-Consultant)	\$ 11,730.70	[Lump Sum]
	Topographic Survey Services (Kimley-Horn)	\$ 1,820.00	[Lump Sum]
3	SUE Services (Sub-Consultant)	\$ 15,280.00	[T&M]
	SUE Services (Kimley-Horn)	\$ 2,720.00	[Lump Sum]
4	Preliminary Design (LS)	\$ 12,675.00	[Lump Sum]
5	Final Design (LS)	\$ 14,645.00	[Lump Sum]
6	Contract Documents and Bid Phase Services (LS)	\$ 6,855.00	[Lump Sum]
7	Construction Phase Services (HRLY NTE)	\$ 6,715.00	[HRLY NTE]
8	Record Drawings (LS)	\$ 1,210.00	[Lump Sum]
9	Signal Timing Plan Development (LS)	\$ 4,840.00	[Lump Sum]
10	Signal Timing Plan Implementation (LS)	\$ 2,120.00	[Lump Sum]
11	Reimbursable Project Expenses (LS)	\$ 350.00	[Lump Sum]
	Total (Basic Services)	\$ 86,555.70	
	TOTAL COMPENSATION	\$ 86,555.70	

*Based on a [6]-month continuous design period.

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

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

- A. **McGray and McGray Land Surveyors – Topographic Survey**
- B. **SoftDig dba Underground Services, Inc. - SUE**

9. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order— Engineer's scope and fee proposals dated November 21, 2025

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

OWNER:
By: _____

Print Name: _____

Title: _____

ENGINEER:
By:  _____

Print Name: Nick Holscher, PE

Title: Vice President

Engineer's License or Firm's
Certificate No. (if required): 107398

State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: John Nowak, PE

Title: Assistant City Engineer

Address: 11 Commercial Place, Schertz, TX
78154

E-Mail
Address: jnowak@schertz.com

Phone: 210-619-1825

Date: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Dawniele Metsker-Galarza

Title: Project Manager

Address: 10101 Reunion Place, Ste. 400, San
Antonio, TX 78216

E-Mail
Address: dawniele.metsker-galarza@kimley-
horn.com

Phone: 210-321-3403

Date: November 21, 2025



November 21, 2025

John Nowak, PE
Assistant City Engineer
City of Schertz - Engineering
11 Commercial Place
Schertz, Texas 78154

**RE: *Schertz Parkway & Pecan Drive Traffic Signal
Scope and Fee Proposal***

Dear Mr. Nowak:

Kimley-Horn is pleased to submit this scope and fee proposal for professional services for the traffic signal design at the intersection of Schertz Parkway & Pecan Drive. This task order will be performed consistent with the terms and conditions of the On-Call Engineering Services fully executed on March 6, 2025. Our project understanding, scope of services, schedule and fee are presented below.

PROJECT UNDERSTANDING

Per correspondence between the City and Kimley-Horn, the goal of this project is to design a traffic signal for the intersection of Schertz Parkway & Pecan Drive, provide signal timings and perform in-field traffic signal programming at the time of signal turn-on. Kimley-Horn will also provide bidding and construction phase administration services to assist the City with overall project support, and complete record drawings using information provided by the Contractor.

SCOPE OF SERVICES

The following tasks outline the detailed scope of services to be completed by Kimley-Horn for this project. Also attached to this proposal is a project work plan that details the tasks to be performed and the expected level of effort, and scope and fee proposals provided by our data collection sub-consultants.

Task 1: Project Management

1. Daily project management/design team coordination
2. Monthly financials and project invoicing
3. Internal project kickoff meeting
4. General coordination with City Project Manager

Task 2: Topographical Survey Services

Provide topographic survey services for the intersection of Schertz Parkway & Pecan Drive that includes the following:

- A. "811" request for all phases of work,
- B. Field measurements and mapping of existing surface features, elevations, and infrastructure.
- C. Curb lines, existing pavement markings, sidewalks, pavement edges, drainage structures, above-ground visible utility features, and significant landscape features

Data will be compiled into base mapping to support the preparation of traffic signal design plans and help coordinate with SUE activities. The resulting topographic survey information will be integrated into the

preliminary design package and used to coordinate with any utility providers and final design documentation.

Task 3: SUE Services

Perform the following tasks associated with SUE services for traffic signal design plans at Schertz Parkway & Pecan Drive, in accordance with the subconsultant's proposal:

- A. Gather background information for the intersection consisting of an "811" ticket for all phases of work, preparing and attending project meetings, permitting associated with SUE operations, designation in-field utility (Quality Level B) and located/test holes (Quality Level A) for mapping horizontal and vertical locations of existing utilities at the study intersection.
- B. Perform services associated with SUE Q Level B for the intersection.
- C. Perform services associated with SUE Q Level A to include up to four (4) test holes within the study area per utility investigation.
- D. Perform services associated with traffic control services..

Data for QLB findings and QLA test hole locations will be delivered in CAD format.

Task 4: Preliminary Design

1. Conduct field evaluation of the subject intersection to document existing conditions and obtain field measurements
2. Meet on-site with the Client and applicable utility providers at the project intersection to discuss design considerations and potential constraints.
3. Download site visit photos & documentation
4. Develop preliminary layout for the proposed traffic signal.
5. Develop preliminary Opinion of Probable Construction Cost (OPCC) for the proposed traffic signal
6. Prepare submittal package of preliminary designs and OPCCs and submit to City. An 11" x 17" submittal package will include:
 - a. Cover Sheet and Index
 - b. Quantities Summary
 - c. Existing Conditions and Removals
 - d. Pavement Markings and Signage Layout
 - e. Proposed Ramp Layout
 - f. Proposed Traffic Signal Layout
 - g. Summary Charts
 - h. Elevation Layouts
 - i. Applicable Standards

Task 5: Final Design

1. Prepare and submit an 11" x 17" signed and sealed signal design plan set with the following:
 - a. Cover Sheet and Index
 - b. Quantities Summary
 - c. Existing Conditions and Removals
 - d. Pavement Markings and Signage Layout
 - e. Proposed Traffic Signal Layout
 - f. Summary Charts
 - g. Elevation Layouts
 - h. Applicable Standards
2. Address one (1) round of comments from the City
3. Perform internal QC/QA of final submittal

4. Prepare and submit an engineer's opinion of probable construction cost (OPCC) to the Client.

Task 6: Bid Phase Services

1. Coordinate with Purchasing Department for contract development
2. Prepare table of contents and invitation to bidders document
3. Prepare bid schedule
4. Prepare supplement conditions (includes governing specs, special specs, supplemental specs & special provisions)
5. Prepare Owner and Contractor agreement
6. Assemble contract documents & specifications
7. Assist City with project advertising
8. Prepare agenda and attend pre-bid meeting
9. Prepare pre-bid meeting notes
10. Prepare and issue addenda
11. Attend bid opening
12. Review Contractor qualifications and evaluate submitted bids
13. Prepare bid tabulation and low bid comparison with Engineer's OPCC
14. Prepare contract award recommendation letter

Task 7: Construction Phase Services

The scope of services listed below may be performed as part of our construction phase services. Specific tasks will depend on the individual project needs as construction progresses. The budgeted fee for this task is based upon approximately 30 hours of labor.

1. Pre-Construction Meeting. Prepare for and conduct a pre-construction meeting to discuss the project requirements.
1. Clarifications and Interpretations. Issue necessary clarifications and interpretations of the Contract Documents to the Client as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by the Client.
2. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
3. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of applicable standards of state or local government entities.
4. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with the Client and Contractor, conduct a final punch list inspection to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all bid items in the contract to allow the facilities to function as designed.

5. Final Notice of Acceptability of the Work. Conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents so that the Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the Consultant's knowledge, information, and belief and based on the extent of the services provided by the Consultant under this Agreement.
6. Limitation of Responsibilities. The Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Construction phase services proposed are based on durations identified in the Assumptions section above. Per previous coordination with the City, daily coordination with the Contractor will be handled internally by City staff, so the expected services Kimley-Horn will provide during the construction phase are limited to the scope outlined above. Should construction exceed the identified durations due to conditions beyond our control, Kimley-Horn will coordinate with the City to develop a path forward and submit any necessary additional service proposals to continue to support the City during the construction phase.

Task 8: Record Drawings

Following the completion and approval of construction of the signal at the project intersection, the Consultant will prepare and submit one PDF of the record drawing plans to the City of Schertz.

Record drawings will be revisions to the construction drawings that reflect changes during the construction process that are reported to the Consultant by the Contractor and are considered to be significant. No survey will be performed. The record drawings are not guaranteed to be "as-built," but are based on the information made available to the Consultant.

Task 9: Traffic Signal Timing Plan Development

The Consultant will perform the following services:

1. Perform clearance interval calculations and preliminary timing plan parameters. Submit to the City for approval and submittal to the Contractor for signal turn-on.
2. Utilizing Sept. 17, 2024 vehicular turning movement count data, Kimley-Horn will provide up to three (3) recommended signal timing plans to the City for implementation.

Task 10: Signal Timing Plan Implementation

The Consultant will coordinate with the signals Contractor and the City traffic signal vendor to implement the approved traffic signal timing plan into the traffic signal cabinet at the project location. The Consultant will work with the City and the traffic signals Contractor to ensure that the programmed timings are correctly entered and operational within the signal controller hardware and software.

Task 11: Reimbursable Project Expenses

1. Field review & design/construction site visits*

*Mileage to be reimbursed based on the 2025 standard business mileage rate of 70 cents per mile.

ASSUMPTIONS AND EXCLUSIONS

The following items list assumptions made that serve as a basis for development of the above-mentioned scope of work:

ASSUMPTIONS

- One round of City comments will be addressed for the preliminary design. Additional review sets and submittals may be added to this task order by amendment
- TxDOT permits will not be required for this project
- Contractor will utilize TxDOT traffic control plan standards or the Contractor will provide TCP design drawings, if TCP varies from what is provided in the TxDOT traffic control plan standards
- Material testing and inspection services will be completed by the City
- All required signal controller hardware and software will be installed by the signals Contractor, functional, and accessible at the time of timing implementation.
- City staff or designated traffic signals Contractor will be present for access and oversight as required.
- Any subsequent modifications to timings arising from field observations or operational reviews will be addressed through an amendment

EXCLUSIONS

The following tasks have been excluded from the basic scope of services and requested design fee but can be completed by Kimley-Horn as an additional service should the project require it or the City need that service.

- Vehicular and pedestrian count data
- Roadway reprofiling
- Drainage and Utility Relocation Design
- Design milestones in addition to what is proposed for this project
- Additional round of comments to what is specified
- Public outreach
- Monthly project meetings during construction phase
- This scope does not include programming or setup of the traffic signal conflict monitor or associated safety features. All programming or adjustment of the conflict monitor shall be performed by others, as directed by the City or Traffic Signals Contractor.
- This scope does not include hardware troubleshooting or maintenance beyond the implementation of timing parameters.
- Any additional controller features or auxiliary equipment setup, outside of standard timing implementation, are excluded unless specifically authorized in writing by an amendment
- Any other services not listed in the basic scope of services or project work plan

SCHEDULE

Upon approval by City staff, Kimley-Horn will prepare and submit a design schedule with an emphasis on the City's desirable construction period. Kimley-Horn will also coordinate with the City to determine an approximate bid date.

FEE AND BILLING

In accordance with the below fee summary table, Kimley-Horn will perform the above outlined scope of services, including project expenses, for a total fee not to exceed **\$86,555.70** As noted above, a project

work plan is included with this proposal, documenting the proposed tasks to be completed and the planned level of effort.

Task	Description of Service	Amount	Basis of Compensation
	Schertz Parkway & Pecan Drive Traffic Signal		
	BASIC SERVICES		
1	Project Management (LS)	\$ 5,595.00	[Lump Sum]
2	Topographic Survey Services (Sub-Consultant)	\$ 11,730.70	[Lump Sum]
	Topographic Survey Services (Kimley-Horn)	\$ 1,820.00	[Lump Sum]
3	SUE Services (Sub-Consultant)	\$ 15,280.00	[T&M]
	SUE Services (Kimley-Horn)	\$ 2,720.00	[Lump Sum]
4	Preliminary Design (LS)	\$ 12,675.00	[Lump Sum]
5	Final Design (LS)	\$ 14,645.00	[Lump Sum]
6	Contract Documents and Bid Phase Services (LS)	\$ 6,855.00	[Lump Sum]
7	Construction Phase Services (HRLY NTE)	\$ 6,715.00	[HRLY NTE]
8	Record Drawings (LS)	\$ 1,210.00	[Lump Sum]
9	Signal Timing Plan Development (LS)	\$ 4,840.00	[Lump Sum]
10	Signal Timing Plan Implementation (LS)	\$ 2,120.00	[Lump Sum]
11	Reimbursable Project Expenses (LS)	\$ 350.00	[Lump Sum]
	Total (Basic Services)	\$ 86,555.70	
	TOTAL COMPENSATION	\$ 86,555.70	

Kimley-Horn will submit invoices to the City on a monthly basis for services performed. Each invoice will include a progress report and work completed for the corresponding month.

We appreciate the opportunity to be of service to the City and look forward to successfully completing this project for you. Please don't hesitate to contact me at dawniele.metsker-galarza@kimley-horn.com or (210) 321-3404 should you have any questions on the proposed scope and fee.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE# 928



By: Dawniele Metsker-Galarza, P.E., PTOE
 Project Manager



Stephen Aniol, PE
 Contract Manager

Attachments

- 1 – Project Work Plan
- 2 – Topographic Survey Services and SUE Services Proposals

Cc: Stephen Aniol, PE, Amy Avery, PE, PTOE

CITY OF SCHERTZ

Fee/Price Proposal Breakdown for Professional Services

Project Name:	Schertz Parkway & Pecan Drive Traffic Signal
Design Firm:	Kimley-Horn and Associates, Inc.
Date Proposal Submitted:	11/21/2025
City of Schertz Project Manager:	John Nowak, PE
Kimley-Horn Project Manager:	Dawniele Metsker-Galarza, PE, PTOE

	Position/Personnel Title	QA/QC Manager	Project Manager	Civil Engineer	Staff Engineer II	Accountant	Admin		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
	Contract Approved Rates	\$ 305.00	\$ 230.00	\$ 190.00	\$ 150.00	\$ 150.00	\$ 115.00				
	Task to be performed/Phase Description (including Sub-consultant work)							Total Hours			
	BASIC SERVICES										
1	Project Management (LS)	11	51	1	161	4	0	228	\$ 5,595.00	\$ -	\$ 5,595.00
1.1	Daily Project Management/Design Team Coordination	2	4					6	\$ 1,530.00		
1.2	Monthly Financials and Project Invoicing		4		4	4		12	\$ 2,120.00		
1.3	Internal Project Kickoff Meeting	1	1	1	1			4	\$ 875.00		
1.4	General Coordination with City Project Manager	2	2					4	\$ 1,070.00		
2	Topographical Survey Services (LS)	0	4	0	6	0	0	10	\$ 1,820.00	\$ 11,730.70	\$ 13,550.70
2.1	Subconsultant Services							0	\$ -	\$ 11,730.70	
2.2	Kimley-Horn Deliverables QA/QC and Implementation		4		6			10	\$ 1,820.00		
3	SUE Services (T&M/LS)	6	28	0	132	0	0	166	\$ 2,720.00	\$ 15,280.00	\$ 18,000.00
3.1	Subconsultant Services (T&M)							0	\$ -	\$ 15,280.00	
3.2	Kimley-Horn Deliverables QA/QC and Implementation (Lump Sum)		4		12			16	\$ 2,720.00		
4	Preliminary Design (LS)	3	12	0	60	0	0	75	\$ 12,675.00	\$ -	\$ 12,675.00
4.1	Field Evaluation		3		3			6	\$ 1,140.00		
4.2	Download Site Visit Photos & Documentation				2			2	\$ 300.00		
4.3	Develop Preliminary Layout		5		40			45	\$ 7,150.00		
4.4	Develop OPCC		2		8			10	\$ 1,660.00		
4.5	QA/QC Preliminary Layout and OPCC	2			2			4	\$ 910.00		
4.6	Preliminary Designs and OPCCs Submittal to City	1	2		5			8	\$ 1,515.00		
								0	\$ -		
5	Final Design (LS)	3	16	0	67	0	0	86	\$ 14,645.00	\$ -	\$ 14,645.00
5.1	Prepare Final Design Plan Set		8		40			48	\$ 7,840.00		
5.2	Address One (1) Round of Comments		4		8			12	\$ 2,120.00		
5.3	QA/QC Final Design and OPCC	2	2		10			14	\$ 2,570.00		
5.4	Final Plans and OPCCs Submittal to City	1	2		9			12	\$ 2,115.00		
								0	\$ -		
6	Contract Documents and Bid Phase Services (LS)	3	15	0	12	0	6	36	\$ 6,855.00	\$ -	\$ 6,855.00
6.1	Prepare Table of Contents and Invitation to Bidders Document		1		3			4	\$ 680.00		
6.2	Prepare Bid Schedule		1		1			2	\$ 380.00		
6.3	Prepare Supplement Conditions (Includes Governing Specs, Special Specs, Supp Specs & Special Provisions)	1	1		1			3	\$ 685.00		
6.4	Prepare Owner and Contractor Agreement				1			1	\$ 150.00		
6.5	Assemble Contract Documents & Specifications	1	2		1		4	8	\$ 1,375.00		
6.6	Prepare Agenda and Attend Pre-Bid Meeting		1		1			2	\$ 380.00		
6.7	Prepare Pre-Bid Meeting Notes		1		1			2	\$ 380.00		
6.8	Prepare and Issue Addenda	1	2		1			4	\$ 915.00		
6.9	Attend Bid Opening		3					3	\$ 690.00		
6.10	Contractor Qualification and Bid Evaluation		1					1	\$ 230.00		
6.11	Prepare Bid Tabulation		1				2	3	\$ 460.00		

CITY OF SCHERTZ

Fee/Price Proposal Breakdown for Professional Services

Project Name:	Schertz Parkway & Pecan Drive Traffic Signal
Design Firm:	Kimley-Horn and Associates, Inc.
Date Proposal Submitted:	11/21/2025
City of Schertz Project Manager:	John Nowak, PE
Kimley-Horn Project Manager:	Dawniele Metsker-Galarza, PE, PTOE

	Position/Personnel Title	QA/QC Manager	Project Manager	Civil Engineer	Staff Engineer II	Accountant	Admin		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
	Contract Approved Rates	\$ 305.00	\$ 230.00	\$ 190.00	\$ 150.00	\$ 150.00	\$ 115.00				
	Task to be performed/Phase Description (including Sub-consultant work)							Total Hours			
6.12	Prepare Contract Award Recommendation Letter		1		2			3	\$ 530.00		
7	Construction Phase Services (HRLY NTE)	5	14	8	3	0	0	30	\$ 6,715.00	\$ -	\$ 6,715.00
7.1	Attend Pre-Construction Meeting	2	4					6	\$ 1,530.00		
7.2	Material Submittal Reviews	1	2		3			6	\$ 1,215.00		
7.3	Construction Site Visits (Est. 2 Months, Two x Monthly)	2	5	5				12	\$ 2,710.00		
7.4	Review and Respond to Contractor Change Order Proposal		3	3				6	\$ 1,260.00		
8	Record Drawings (LS)	0	2	0	5	0	0	7	\$ 1,210.00	\$ -	\$ 1,210.00
8.1	Prepare and Submit Record Drawings to City		2		5				\$ 1,210.00		
									\$ -		
9	Signal Timing Plan Development (LS)	0	8	0	20	0	0	28	\$ 4,840.00	\$ -	\$ 4,840.00
9.1	Perform clearance interval calculations and preliminary timing plan parameters		4		8				\$ 2,120.00		
9.2	Develop up to three (3) signal timing plans		4		12				\$ 2,720.00		
10	Signal Timing Plan Implementation (LS)	0	4	0	8	0	0	12	\$ 2,120.00	\$ -	\$ 2,120.00
10.1	On-Site Signal Timing Plan Implementation for up to three (3) signal timing plans		4		8				\$ 2,120.00		
11	Reimbursable Project Expenses (LS)	0	0	0	0	0	0	0	\$ 350.00	\$ -	\$ 350.00
11.1	Field Review & Design/Construction Site Visits								\$ 350.00	\$ -	
	Total Hours (Basic Services):	31	154	9	474	4	6	678			
	Total Fee (Basic Services):								\$ 59,545.00	\$ 27,010.70	\$ 86,555.70

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 HANCOCK DRIVE, SUITE 6
AUSTIN, TEXAS 78731
[512] 451-8591 FAX [512] 451-8791

TRANSMITTAL

ATTACHMENT 2 SUBCONSULTANT PROPOSAL TOPOGRAPHIC SURVEY
--

TO: Kimley-Horn Attn: Dawniele Metsker-Galarza, P.E. 10101 Reunion Place, Suite 400 San Antonio, Texas 78216	DATE: November 18, 2025
PHONE: (210) 321-3403	FROM: Sofia Ratinoff for Chris Conrad
EMAIL: Dawniele.Metsker-Galarza@kimley-horn.com	RE: Revised Proposal for Surveying Services for the Intersection of Pecan and Schertz Parkway Project, Schertz, Texas

WE ARE SENDING YOU X Attached Under separate cover the following items:

COPIES

DESCRIPTION

1 Revised Proposal

For Your Approval

For Your Information

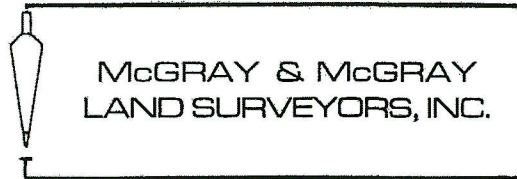
As Requested

For Review and Comment

REMARKS: Thank you,
Chris
TBPELS Survey Firm #10095500

SENT VIA: Delivery Service FedEx Mail Fax Email Other:

If you received this message incomplete or illegible, or if enclosures are not as noted, please notify us at once



November 18, 2025

Dawniele Metsker-Galarza, PE, PTOE
Kimley-Horn
10101 Reunion Place, Suite 400
San Antonio, Texas 78216
(210) 321-3403

VIA EMAIL
dawniele.metsker-galarza@kimley-horn.com

RE: Revised Proposal for Surveying Services for the Intersection of Pecan and Schertz Parkway Project, Schertz, Texas

Dear Ms. Metsker-Galarza:

We appreciate the opportunity to present you with this revised proposal for the above-referenced project. The following represents our understanding of the area to survey and scope of services. Our fee proposal follows.

Area to Survey:

- Pecan Drive at Schertz Parkway, as highlighted in “RED” on attached Exhibit “A”.

Survey Control:

- Horizontal Control: The survey will be provided in Texas State Plane, Central Zone, NAD 83, grid coordinates with a note defining the grid to surface scale factor.
- Vertical Control: Elevations will be obtained using NAVD 88, Central Zone, EPOCH 2010.00, Geoid 2018 and at least two (2) benchmarks will be established onsite, and descriptions will be provided on the drawing.

Scope of Services:

Design Surveying Services:

1. Cross sections shall be taken at 50-foot intervals along with break lines as required, to provide a digital topographic design file at 1-foot interval contours.
2. Locate and identify all above ground features within the survey limits including buildings, mailboxes, fences, visible sidewalks, driveways, handicap ramps, guardrails, signs, utilities including: manholes, water valves with top of elevations, telecom boxes, utility poles and water meters.
3. Locate and identify types of existing pavement surfaces for streets, sidewalks and driveways.

- 4. Locate and identify existing traffic signals including base, mast arms, street signs and control boxes.
- 5. Invert elevations top of water valve nuts and size/type of utility and drainage pipes, and culverts shall be identified for all manholes and culverts within the project limits.
- 6. Trees 8-inches and larger in diameter shall be measured, identified and tagged with a point number.

Deliverables:

- A. MicroStation V8i format.
- B. The units of the drawing file shall be U.S. survey feet.


Fees:

Design Surveying Services (Non-taxable):

2 Man Crew:	24 hrs @	\$220.00 /hr.= \$	5,280.00
Field Coordinator:	2 hrs @	\$94.20 /hr.= \$	188.40
Sr. Survey Technician:	14 hrs @	\$119.14 /hr.= \$	1,667.96
Survey Technician:	32 hrs @	\$98.36 /hr.= \$	3,147.52
LiDAR Terrestrial Scanner:	2 hrs @	\$100.00 /hr.= \$	200.00
RPLS:	4 hrs @	\$193.95 /hr.= \$	775.80
Project Manager:	2 hrs @	\$235.51 /hr.= \$	471.02
TOTAL = \$			11,730.70

Once we receive notice to proceed, we will visit with you to establish a schedule for this project.

Thank you for including us on this project. We look forward to the opportunity to work with you. If you think we have omitted any service you require or misinterpreted your request, please let me or Joe Webber know.

Sincerely,

 Chris I. Conrad, RPLS
 Vice President
 TBPELS Survey Firm #10095500

Authorized to Proceed by:

Signature Date

Print Name

EXHIBIT "A"



S202 Service Rd

Scherz Pkwy

Scherz Pkwy

Pecon Dr



100 ft

Google Earth

Dawniele Metsker-Galarza
Kimley-Horn
10101 Reunion Place, Suite 400, San Antonio, Tx, 78216
Direct: 210.321.3403 | Mobile: 956.346.8482 | Main: 210.541.9166
dawniele.metsker-galarza@kimley-horn.com

October 1, 2025

**ATTACHMENT 2
SUBCONSULTANT PROPOSAL
SUE SERVICES**

USI Job #: 655370

RE: Sub-Surface/Surface Utility Locating (QL-A & QL-B)
City of Schertz 2024 On-Call
Pecan Dr & Schertz Pkwy, Schertz, TX 78154

Dear Ms. Galarza,

We are pleased to provide following information regarding the referenced project. This letter and following exhibits constitute our proposal based on the scope of work outlined in Exhibit A on page 3. This agreement is valid for 90 (ninety) calendar days. Any cost estimates stated herein are subject to equitable adjustment in the event of differing site conditions, changes in applicable laws or the scope of services, unforeseeable delays or difficulties beyond the reasonable control of Underground Services, Inc.

Professional Services to be provided under this contract are as follows:

- Test Holes / Vacuum Excavation (Quality Level A)
- Utility Markouts / Designating (Quality Level B)
- Records, Research and Recon (Quality Level C & D)
- Surveying & Mapping
- Video Pipe Inspection (CCTV) / Hydro Jetting
- Concrete Slab Imaging
- Traffic Control
- Other:

For a description of the above professional services, please refer to Exhibit B on page 4 and for definitions refer to Exhibit C on Page 5.

Exhibit A: Scope of Work and Fees

Underground Services, Inc.:


- A. Field mark and provide field sketches of utilities detected in area(s) shown and as directed. SoftDig® will not be liable for any claims resulting from damage to public utilities not field marked by TX-811 Utility Call Center because of non-notification by client to the Call Center subsequent to SoftDig® markouts.
- B. Not able to mark water if non-conductive without a tracer wire.
- C. Not able to mark irrigation and is therefore excluded from the scope.
- D. Not able to designate utilities beneath stockpiled/stored materials/supplies or parked vehicles/trailers.
- E. Excavate by air/vacuum excavation at locations as directed AND provide field test hole data reports.
- F. Deliver in CAD format for QLB findings and QLA test hole locations.

Kimley-Horn:

- A. Restrict parking so as not to impede SoftDig's work.
- B. Field direct areas of work and work activity.
- C. Provide site access including mechanical rooms/basements.
- D. Provide all available utility records and/or site facility contact.
- E. Provide base map showing work area(s), exact site address and site contact representative with phone number prior to SoftDig's mobilization.

Fees

Surface Utility Locating (QL-B)	
8 Hours @ \$235.00 Per Hour.....	\$1,880.00
Sub-Surface Utility Locating (QL-A)	
16 Hours @ \$325.00 Per Hour.....	\$5,200.00
Traffic Control	
Est. 2 Days of Lane Closures @ \$1,800.00 Per Day.....	\$3,600.00
1 Permit @ \$600.00 Per Permit.....	\$600.00
Coring & Restoration (If Required)	
4 Cores @ \$350.00 Per Core.....	\$1,400.00
Survey & Mapping (Includes Post-Processing)	
1 Day @ \$2,600.00 Per Day.....	\$2,600.00
TOTAL.....	\$15,280.00

Underground Services, Inc.: _____

 Robert Medina
 Texas Operations Manager

October 1, 2025

 Date

Client Accepted: _____

 Signature

 Printed Name

 Title

 Date

Exhibit B: Scope of Services

All work in conformance with ASCE Publication CI/ASCE 38-22, Common Ground Alliance (CGA) and American Public Works Assoc. / Utility Location and Coordination Council (APWA/ULCC)

Records Research and Reconnaissance: (Quality Level D & C)

- Meet with owner's Project Engineer to discuss specifics and requirements of the assignment.
- Research and retrieve all available utility records.
- Conduct a site reconnaissance to validate probable utilities.
- Verify the existence of survey control and plan operational procedures.
- Research permit and special insurance requirements with appropriate agencies.

Surface Locates: (Quality Level C & B)

- Designate, record and mark the approximate horizontal location (accurate within 12± in.) of existing utilities by geophysical prospecting techniques.
- SoftDig® will use its best professional expertise and geophysical prospecting techniques to designate subsurface utilities. SoftDig® does not guarantee that utilities marked constitute all utilities within the project area.
- SoftDig® uses electromagnetic equipment and GPR; however, there exists the possibility that due to circumstances beyond the control of the designating technicians utilities may be non-detectable, or the horizontal location mark is not directly over the center-line of the utility. The following factors may limit or exceed the capabilities, accuracy, and reliability of the geophysical equipment: composition of the utility structure (non-metallic), soil characteristics (mineral content, debris, rocks), the salinity of groundwater, depth of utility, surface covering, embedded structures (re-bar, wire mesh), confined spaces, and external interference (power lines, guard rails, traffic, rail lines).
- Utility depths obtained by instrument readings (only if requested by client) are not guaranteed and are not to be used for design or basis for construction. Clients relying on instrument reading of depths do so at their own risk. True depth is only obtained by exposing the utility.
- Data Management (Survey and CADD Mapping) is not included unless specifically requested and included in Exhibit A – Schedule of Fees.

Subsurface Locates: (Quality Level A)

- SoftDig® will provide routinely and normally carried cones and warning signs for Maintenance of Traffic. Traffic conditions, location of test holes in roadway and permit requirements may require other devices (T.M.A., arrowboards, etc.) and/or flaggers or police detail. Such costs will be invoiced as an expense, as stated in Exhibit A – Schedule of Fees.
- Coordinate with utility company inspectors as required by the resultant agreement and by law.
- Neatly cut and remove existing paving, with the cut area not exceeding 12 in. x 12 in. Excavate using the SoftDig® vacuum excavation system.
- Excavate test holes with care as to prevent damage to utilities, however, any damage resulting from the condition of the utility due to age, burial conditions, covering, etc. is not the responsibility of SoftDig®.
- Back-fill with excavated material and compact in 6 inch lifts.
- Furnish, install and color-code a permanent above-ground marker (e.g. P.K. nail, peg, steel pin, or hub) directly above the center-line of the structure, as well as "down the hole" color-coded plastic ribbon.
- Provide a bituminous cold patch of pavement within the limits of the original cut at the time of back-fill. Pavement restoration is guaranteed for 3 years. If the test hole is excavated in an area other than the roadway pavement, the area disturbed will be restored to the condition prior to excavation. Excluded from this provision would be any disturbance to sub soil and ground water conditions that may result in a "quick condition" or "bubbling" of water to the surface from hydro-static pressure release resulting from excavation and through no fault of SoftDig®. Also excluded is restoring pavement with hot mixed/hot laid bituminous pavement or key-holing operations.
- Provide the following test hole information:
 - Elevation of top and/or bottom of utility tied to vertical control provided, to within 0.01 ft. If control is not provided, control will be assumed.
 - Locate the test hole by swing ties to 3 physical objects.
 - Elevation of existing grade over utility at test hole to within 0.01 ft.
 - Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - Utility structure material compositions, and condition when possible.
 - Pavement thickness, generalized soil type and unusual conditions.
- Should suspected hazardous material be encountered in the test hole, SoftDig® crews will immediately contact the client representative and our office. We will also comply with DOT Hazardous Material Regulation Procedures.
- Data Management (Survey and CADD Mapping) is not included unless specifically requested and included in Exhibit A – Schedule of Fees.

NOTE: Test holes shall be terminated if subsurface conditions (rock, boulders, groundwater, soil conditions, soil cave-in, trash / debris, or excessive depth) prevent advancement of excavation to expose the utility or to reach required depth.

UNDERGROUND SERVICES, INC. Corporate Headquarters:
24 Hagerty Blvd. | Suite 11 | West Chester, PA 19382 | P: 1-877-SOFTDIG (763-8344) | www.softdig.com
Proudly Serving the Northeast, South & Midwest Regions

Exhibit C: Definitions

Underground Services Inc. SoftDig® provides "Subsurface Utility Engineering", (SUE), that can reduce unforeseen conflicts between construction and underground utilities. It provides accurate information on the horizontal and vertical location of the underground utility facilities during the early development of projects. Through the use of this technology, designers can identify conflict points and design to accommodate and avoid delays and/or re-design during construction. The three main components of subsurface utility engineering [as defined by The Federal Highway Administration] are Designation, Location, and Data Management.

Designation (QL-B): The process of using a surface geophysical method or methods such as electro-magnetics and GPR to interpret the presence of a subsurface utility. The approximate horizontal location of a designated utility is marked on the ground surface with paint or other marking devices surveyed, and CADD mapped (if requested). This phase of the process allows broad-scope engineering decisions to be made early in the project.

Location (QL-A): Designation alone does not provide the high accuracy required for the detailed design of a project. Locating is the process of exposing, surveying, and recording the precise vertical and horizontal location of a subsurface utility. Factors such as utility material and condition may influence specific techniques. The typical technique for utility exposures is the use of the minimally intrusive SoftDig® air-entrainment/vacuum excavation technology, which significantly reduces the potential for damage to the structure being uncovered. This allows technicians to measure and record a utility line's precise vertical depth and horizontal position through a hole that may be no larger than 203 x 203 mm (8 x 8 in), preserving both utility and surface integrity. Vacuum excavation may also be utilized for "pilot" holes to excavate below the probable zone of underground utilities (6'± depth) for soil test borings, wells, caissons, etc.

Data Management: The key phase is Data Management/Quality Assurance which involves incorporating, correlating and reviewing information on the location and quality level of utilities - integral to the process of designing a project. Depiction of utilities from subsurface utility engineering and survey sources is usually accomplished via computer-aided design and drafting onto electronic files or other appropriate documents. Written reports, test hole summary sheets, photographs, and other data may accompany and supplement plan sheets. The earlier the data is used, the better. A project's impact on underground utilities may be a critical factor in determining a cost-effective design.

***Quality Levels:**

Work performed at a certain Quality Level is predicated on performing all lower-tiered Quality Levels. Example – for true Quality Level A work, Quality Level D through B as well as Quality Level A must be performed.

QL "D" -- Information derived from existing records or oral recollections.

QL "C" – Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information.

QL "B" -- Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.

QL "A" -- Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point.

*Source: ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, American Society of Civil Engineers, Publication No. CI/ASCE 38-22

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: Executive Team
Subject: Resolution 26-R-017 - Approving a Schertz Main Street Local Flavor Economic Development Grant for 533 Main (S.Williams/B.James)

BACKGROUND

At the January 6, 2026 meeting, city council approved Resolution 26-R-003 authorizing a Schertz Main Street Local Flavor Economic Development Grant for 533 Main Street for up to \$2,500.00 for plumbing work. There was an issue on the January 6, 2026 City Council agenda with multiple items being assigned resolution number 26-R-003 and conflicts between the number of resolutions on the agenda, staff report and attachments. As a result, staff is rerunning the impacted agenda items, with new resolution numbers and repealing and replacing the items approved on January 6 to avoid any confusion or issues.

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

GOAL

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

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 26-R-017 authorizing a Schertz Main Street Local Flabor Economic Development Grant for up to \$2,500.00 for 533 Main Street and repealing and replacing Resolution 26-R-003 authorizing this same grant that was approved by City Council at the January 6, 2026 meeting.

FISCAL IMPACT

Up to \$2,500.00. If all \$2,500.00 is paid, this property will cap out on the Local Flavor Grants (and has capped out of the Historic Preservation Grant).

RECOMMENDATION

Approval of Resolution 26-R-017.

Attachments

Resolution 26-R-017 w attachment

RESOLUTION 26-R-003

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING APPROVING A REQUEST FOR A SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT GRANT FOR 533 MAIN STREET.

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

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

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

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

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

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

WHEREAS, the City Council on January 6, 2026 previously approved Item Number 2, listed as Resolution 26-R-003 authorizing and Schertz Main Street Local Flavor Economic Development Grant for 533 Main Street; and

WHEREAS, another item, adopting the City's Investment Policy was also assigned the same resolution number; and

WHEREAS, the City to correct that duplication of resolution number assignment, the City hereby repeals and replaces the prior approval of this grant by Resolution 26-R-003; and

WHEREAS, staff is in support of this program and recommends approval of the grant request for 533 Main for up to \$2,500.00.

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

Section 1. The City Council hereby approves the Schertz Main Street Local Flavor Economic Development Grant request for 533 Main Street subject to the approved criteria of the program and execution of a funding agreement generally as outlined in Exhibit "A".

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"

Main Street Local Flavor Grant Funding Agreement

STATE OF TEXAS §
 §

COUNTY OF BEXAR
 §

SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT PROGRAM
FUNDING AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND Main
Street Legacy LLC, FOR EXPENDITURE OF LOCAL FLAVOR GRANT FUNDS

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

WHEREAS, the ENTITY has developed a proposal to
make plumbing improvements at 533 Main (the “Project”); and

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

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

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

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

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

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

WHEREAS, the City Council of the City of Schertz desires to provide funds to Main
Street Legacy LLC (ENTITY).

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

GENERAL PROVISIONS

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

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

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

Section 4. Authorization of Payment. Subject to the ENTITY'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ENTITY up to fifty percent (50%) of the Project. The Project is estimated to be approximately \$10,000.00 but given the amount of funds in grants previously provided, the maximum grant available is no more than \$2,500.00 if the project cost is at least \$5,000.00 as the grant will only be paid up to fifty percent and capped at \$2,500.00. Payment will be made within forty-five (45) days of acceptance of the complete Post Event Report. Partial or incomplete reports will not be accepted. Only expenditures that meet Chapter 351 of the Tax Code and this AGREEMENT shall be reimbursed.

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

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

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

Section 8. Indemnification. The ENTITY agrees to defend, indemnify and hold harmless the CITY, its officers, agents and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the ENTITY's breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or omission of the ENTITY, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this AGREEMENT; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the ENTITY and the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this AGREEMENT does not assign any responsibility for civil liability to the City of Schertz that may arise by virtue of this AGREEMENT.

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

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

to the CITY at:

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

To the Main Street Legacy LLC. at:
Attention: Nick Marquez
534 Mission Hill Run
New Braunfels, Texas 78132

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

IN WITNESS HEREOF, the CITY and ENTITY make and execute this AGREEMENT to be effective this _____day of _____, 20____.

CITY OF SCHERTZ, TEXAS

ENTITY

City Manager

ATTEST:

City Secretary (Title)

EXHIBIT A

Plumbing Cost Estimate is \$10,000.00



Rapid Plumbing
10789 East FM 1518 North, Schertz,
Texas 78154
(210) 449-9209

Texas State Board of Plumbing
Examiners 929 E 41st Austin Tx 78751
(512) 936-5200 Adrian Villegas M-38796.

Invoice 42609849
Invoice Date 12/18/2025
Completed Date 12/18/2025
Customer PO
Payment Term Due Upon Receipt

Billing Address
Nick Marquez
555 Ginsberg Drive
Schertz, TX 78154 USA

Job Address
Bar House
533 Main Street
Schertz, TX 78154 USA

Description of work

Saw cut and removed 6" concrete. We trenched a total of 42 linear Ft. We Removed broken and defective sewer. We corrected the backfall so that sewer is flowing properly. After inspection we covered trench and hauled of remaining dirt. We doweled existing cement and returned to pour concrete. We pressure washed area after all work was completed.

Task #	Description	Quantity	Price	Total
CD-R	Saw cut/demo concrete per foot - 2 foot wide trench.	42.00	\$55.00	\$2,310.00
SWR	Excavate and replace sewer line.	42.00	\$130.00	\$5,460.00
MISC -R	Dowel, Rebar, Flat Work. 105 Sq Ft. 6 " Deep With , 1/2" rebar	105.00	\$15.00	\$1,575.00

Sub-Total \$9,345.00
Tax \$770.96
Total Due \$10,115.96
Payment \$0.00

Balance Due \$10,115.96

Thank you for choosing Rapid Plumbing!

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: Fire Department
Subject: Resolution 26-R-015 - Authorizing the City Manager to apply for and accept funds from the State Homeland Security Grant Program (SHSP) to enhance regional water rescue capabilities (S.Williams/G.Rodgers/B.High)

BACKGROUND

The State Homeland Security Program (SHSP) is a vital funding stream managed by the Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) and administered in Texas by the Office of the Governor (OOG), Public Safety Office.

For the City of Schertz, this grant is particularly relevant as it supports the "Response" mission area - specifically under Mass Search and Rescue Operations, Emergency Support Function (ESF) 9 to address regional gaps in water rescue capabilities.

GOAL

The goal of this project is to enhance the City of Schertz's emergency response infrastructure by establishing a highly specialized regional swiftwater / flood search and rescue team. Utilizing State Homeland Security Grant Program (SHSP) funds, we will equipment and train our first responders to mitigate life-safety risks during flash flooding and water-borne emergencies, ensuring that Schertz remains a resilient anchor for public safety in the Northeast San Antonio corridor.

COMMUNITY BENEFIT

This project is about readiness without the price tag. By securing State Homeland Security Program (SHSP) funding, we are giving our Firefighters the specialized tools and training they need to pull people out of rising water safely. We are turning a regional vulnerability into a Schertz strength, ensuring that when the next big storm hits, we aren't just waiting for help - we are the help.

Filling a Critical Safety Gap

- Schertz is unique because it spans three counties (Bexar, Comal, and Guadalupe) and is bisected by Cibolo Creek which is an area prone to rapid flooding.
- To move from a reactive posture (waiting for mutual aid or state assets) to a proactive posture, where Schertz personnel can begin life-saving operations within minutes of an incident.

Fiscal Responsibility

- Budget increases are a sensitive subject.
- To leverage federal and state pass-through dollars to acquire high-cost equipment that would otherwise take years to fund through the general fund. This project aims to modernize our fleet at minimal cost to the Schertz taxpayer.

Regional Influence & Mutual Aid

- Schertz is a leader in the Alamo Area Council of Governments (AACOG).
- By becoming a typed FEMA resource and a participant in the Texas Emergency Management Assistance Teams (TEMAT) system, Schertz doesn't just protect its own borders; we become a vital partner to our neighbors. This strengthens our mutual aid agreements, ensuring that when we need help, our neighbors are equally ready to respond to us.

SUMMARY OF RECOMMENDED ACTION

Consider and act upon a resolution authorizing the City Manager to apply for, accept, and execute a sub-recipient agreement for the State Homeland Security Program (SHSP) grant through the Office of the Governor (OOG), in an amount not to exceed \$148,206.51, for the purpose of enhancing regional water rescue capabilities.

If this application is unsuccessful, an immediate application to the Urban Areas Security Initiative (UASI) is recommended which falls under the same funding conditions as SHSP.

FISCAL IMPACT

100% Reimbursable Grant Program

The most important point is that the State Homeland Security Program (SHSP) is a **no-match** grant.

- We are acquiring **\$148,206.51** worth of rescue assets for \$0 in local capital outlay.
- This preserves the City's general fund for other infrastructure needs while still upgrading public safety.

Schertz will be required to pay the vendors upfront and then submit documentation to the Texas Office of the Governor (OOG) for reimbursement.

RECOMMENDATION

Authorize the City Manager to apply for, accept, and execute a sub-recipient agreement for the State Homeland Security Program (SHSP) grant through the Office of the Governor (OOG), in an amount not to exceed \$148,206.51.

If unsuccessful, apply for the Urban Areas Security Initiative (UASI) grant program for the same conditions listed within this resolution.

Attachments

Resolution 26-R-015

RESOLUTION 26-R-015

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE A SUB-RECIPIENT AGREEMENT FOR THE STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT AND AUTHORIZING A CONTINGENCY APPLICATION FOR THE URBAN AREAS SECURITY INITIATIVE (UASI) PROVIDING FOR REGIONAL WATER RESCUE ENHANCEMENT.

WHEREAS, the City Council of the City of Schertz finds it to be in the public interest to maintain and enhance the safety and security of its residents through specialized emergency response capabilities; and

WHEREAS, the State Homeland Security Program (SHSP) and the Urban Areas Security Initiative (UASI) provide federal funding through the Office of the Governor (OOG), Public Safety Office to support regional preparedness; and

WHEREAS, the City of Schertz Fire Department / Office of Emergency Management seeks to enhance regional water rescue capabilities to mitigate risks associated with flooding and water-related emergencies; and

WHEREAS, the City Council deems it necessary and proper to authorize the City Manager to act on behalf of the City of Schertz in all matters related to this grant application as the Authorized Official (AO); and

WHEREAS, the City of Schertz, Texas agrees that in the event of loss or misuse of the Office of the Governor funds, City of Schertz, Texas assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council designates the Finance Director of the City of Schertz as the Financial Officer to submit financial and programmatic reports or alter the grant on behalf of the City of Schertz, Texas; and

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, or their designee to apply for, accept, reject and execute a sub-recipient agreement for the State Homeland Security Program (SHSP) grant through the Office of the Governor, Public Safety Office in an amount not to exceed ONE HUNDRED FOURTY EIGHT THOUSAND TWO HUNDRED AND SEVEN DOLLARS for the purpose of enhancing regional water rescue capabilities; authoring a contingency application for the Urban Areas Security Initiative (USAI).

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 17th day of February, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: Fire Department
Subject: Resolution 26-R-024 - Authorizing the City Manager to apply for and accept funds for State Homeland Security Grant Program (SHSP) - Enhancing Rapid Response Capacity, Mobile Area Command Initiative (S.Williams/G.Rodgers/B.High)

BACKGROUND

The State Homeland Security Program (SHSP) is a vital funding stream managed by the Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) and administered in Texas by the Office of the Governor (OOG), Public Safety Office.

For the City of Schertz, this grant is particularly relevant as it supports the "Response" mission area - specifically under Emergency Management, Emergency Support Function (ESF) 5 to address regional gaps in area command capabilities.

GOAL

While a standard patrol vehicle or Battalion Chief vehicle has a service life of 5 - 10 years. A Mobile Area Command unit is a 15 to 20 year asset. By securing this through the State Homeland Security Program (SHSP) grant now, we are providing the City two decades of disaster management infrastructure without a massive hit to the Capital Improvement Plan.

Decentralized Continuity of Government. A mobile areas command unit ensures secure, climate-controlled and technologically equipped space to maintain operations and make critical decisions from anywhere in the city.

Integration of Technology (The Common Operating Picture). This provides the emergency leaders with real-time data. by expanding this initiative, we are bringing drone feeds, weather tracking, and interoperable radio channels into one room. Instead of relying on second-hand radio reports, this unit allows us to see the front lines in real-time, leading to faster, more accurate life-safety decisions.

Inter-Jurisdictional Leadership. During a regional crisis, the agency that provides the command infrastructure usually directs the scene. By expanding this capability, Schertz cements its role as a regional leader.

COMMUNITY BENEFIT

Faster Recovery for Residents and Businesses

In a major storm or disaster, the speed of recovery is tied to the speed of coordination.

- By having a mobile command hub on-scene, city staff can coordinate utility restoration, debris removal, and road openings in real-time.
- This unit allows us to move from reactive recovery to rapid recovery. Every hour we save in coordination is an hour sooner that a local business can reopen or a resident can safely return to their home.

Public Safety at Community Events

Schertz is known for high-attendance community events.

- This unit would serve as a visible, high-tech headquarters for event safety. It allows Police, and EMS to monitor crowds via cameras and drones, coordinate lost-person searches, and manage traffic flow.
- When 10,000 + people gather for the Jubilee, this unit serves as our guardian in the park. It provides a central, recognizable location for residents to find help and ensures our public safety team has the birds-eye view needed to keep the event safe.

Continuity of Essential Services

If a primary city facility loses power or is damaged, city services could be interrupted.

- This unit would be a self-contained backup office. It ensures that even if the lights go out, the city's leadership can continue to process emergency calls, manage crews, and communicate with the public.
- This is our ultimate insurance policy. It guarantees that the City of Schertz remains open for business and capable of protecting its citizens, no matter the conditions of our physical buildings.

SUMMARY OF RECOMMENDED ACTION

Consider and act upon a resolution authorizing the City Manager to apply for, accept, and execute a sub-recipient agreement for the State Homeland Security Program (SHSP) grant through the Office of the Governor (OOG), in an amount not to exceed \$65,100.00, for the purpose of enhancing rapid response capacity and mobile area command initiative.

If this application is unsuccessful, an immediate application to the Urban Areas Security Initiative (UASI) is recommended which falls under the same funding conditions as SHSP.

FISCAL IMPACT

100% Reimbursable Grant Program

The most important point is that the State Homeland Security Program (SHSP) is a no match grant.

- We are acquiring \$65,100.00 worth of Emergency Management assets for \$0 in local capital outlay.
- This preserves the City's general fund for other infrastructure needs while still upgrading emergency management capability.

Schertz will be required to pay the vendors upfront and then submit documentation to the Texas Office of the Governor (OOG) for reimbursement.

RECOMMENDATION

Consider and act upon a resolution authorizing the City Manager to apply for, accept, and execute a sub-recipient agreement for the State Homeland Security Program (SHSP) grant through the Office of the Governor (OOG), in an amount not to exceed \$65,100.00, for the purpose of enhancing rapid response capacity and mobile area command initiative

If this application is unsuccessful, an immediate application to the Urban Areas Security Initiative (UASI) is recommended which falls under the same funding conditions as SHSP.

Attachments

Resolution 26-R-024

RESOLUTION 26-R-024

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE A SUB-RECIPIENT AGREEMENT FOR THE STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT AND AUTHORIZING A CONTINGENCY APPLICATION FOR THE URBAN AREAS SECURITY INITIATIVE (UASI) PROVIDING FOR MOBILE AREA COMMAND ENHANCEMENT.

WHEREAS, the City Council of the City of Schertz finds it to be in the public interest to maintain and enhance the safety and security of its residents through specialized emergency response capabilities; and

WHEREAS, the State Homeland Security Program (SHSP) and the Urban Areas Security Initiative (UASI) provide federal funding through the Office of the Governor (OOG), Public Safety Office to support regional preparedness; and

WHEREAS, the City of Schertz Fire Department / Office of Emergency Management seeks to enhance the rapid response capacity related to mobile area command; and

WHEREAS, the City Council deems it necessary and proper to authorize the City Manager to act on behalf of the City of Schertz in all matters related to this grant application as the Authorized Official (AO); and

WHEREAS, the City of Schertz, Texas agrees that in the event of loss or misuse of the Office of the Governor funds, City of Schertz, Texas assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council designates the Finance Director of the City of Schertz as the Financial Officer to submit financial and programmatic reports or alter the grant on behalf of the City of Schertz, Texas; and

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, or their designee to apply for, accept, reject and execute a sub-recipient agreement for the State Homeland Security Program (SHSP) grant through the Office of the Governor, Public Safety Office in an amount not to exceed SIXTY FIVE THOUSAND ONE HUNDRED DOLLARS for the purpose of enhancing the rapid response capacity of mobile area command capabilities; authoring a contingency application for the Urban Areas Security Initiative (UASAI).

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 17th day of February, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: Fire Department
Subject: Resolution 26-R-025 - Authorizing the City Manager to apply for and accept funds for the State Homeland Security Grant Program (SHSP) - Regional Special Operations Response & Resilience Initiative (S.Williams/G.Rodgers/B.High)

BACKGROUND

The State Homeland Security Program (SHSP) is a vital funding stream managed by the Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) and administered in Texas by the Office of the Governor (OOG), Public Safety Office.

For the City of Schertz, this grant is particularly relevant as it supports the “Response” mission area – specifically under Mass Search and Rescue Operations, Emergency Support Function (ESF) 9 to address regional gaps in special operations response capabilities.

GOAL

The goal of this project is to establish a comprehensive technical rescue capability within the Schertz Fire Department. By utilizing State Homeland Security Program (SHSP) funds for high-angle, trench, structural collapse, and specialized vehicle rescue, we will eliminate our reliance on distant outside agencies and provide our citizens with an immediate, all-hazards rescue capability for our most complex industrial, construction, and transit environments.

COMMUNITY BENEFIT

Protecting the Building Blocks of Schertz

Schertz is currently seeing a massive boom in residential and commercial construction.

- Trench and structural collapse rescue capabilities provide a direct safety net for the hundreds of laborers working on city infrastructure and new housing developments every day.
- We are ensuring that the people building our city's future are protected by the highest standards of rescue technology. If a trench collapses during a utility project, we don't want to tell a family we were waiting for a team to arrive from another city.

Supporting the Industrial / Logistics Economic Engine

With the massive distribution centers and manufacturing hubs like Amazon and FedEx in the Schertz area, the city has unique vertical and machinery risks.

- High-angle and specialized vehicle rescue capabilities make Schertz a safer place for major employers to operate.
- Our industrial partners bring jobs and tax revenue. In return, we provide the specialized high-angle and heavy extrication services required to protect their employees in complex

warehouse environments.

Immediate Response to Natural Disasters

Texas weather is unpredictable. High winds or tornadoes can lead to structural failures or trapped residents.

- A team trained in structural collapse can begin breaching and shoring which stabilizes buildings immediately after a storm hits.
- In the event of a catastrophic storm, the first 60 minutes are the most critical. By having these tools in-house, we aren't waiting for a regional task force; we are starting the rescue the moment the wind stops blowing.

SUMMARY OF RECOMMENDED ACTION

Consider and act upon a resolution authorizing the City Manager to apply for, accept, and execute a sub-recipient agreement for the State Homeland Security Program (SHSP) grant through the Office of the Governor (OOG), in an amount not to exceed \$121,246.00 for the purpose of enhancing rapid response capacity and mobile area command initiative

If this application is unsuccessful, an immediate application to the Urban Areas Security Initiative (UASI) is recommended which falls under the same funding conditions as SHSP.

FISCAL IMPACT

100% Reimbursable Grant Program

The most important point is that the State Homeland Security Program (SHSP) is a no match grant. We are acquiring \$121,246.00 worth of Emergency Management assets for \$0 in local capital outlay. This preserves the City's general fund for other infrastructure needs while still upgrading emergency management capability.

Schertz will be required to pay the vendors upfront and then submit documentation to the Texas Office of the Governor (OOG) for reimbursement.

RECOMMENDATION

Consider and act upon a resolution authorizing the City Manager to apply for, accept, and execute a sub-recipient agreement for the State Homeland Security Program (SHSP) grant through the Office of the Governor (OOG), in an amount not to exceed \$121,246.00, for the purpose of enhancing rapid response capacity and mobile area command initiative

If this application is unsuccessful, an immediate application to the Urban Areas Security Initiative (UASI) is recommended which falls under the same funding conditions as SHSP.

Attachments

Resolution 26-R-025

RESOLUTION 26-R-025

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE A SUB-RECIPIENT AGREEMENT FOR THE STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT AND AUTHORIZING A CONTINGENCY APPLICATION FOR THE URBAN AREAS SECURITY INITIATIVE (UASI) PROVIDING FOR REGIONAL SPECIAL OPERATIONS RESPONSE ENHANCEMENT.

WHEREAS, the City Council of the City of Schertz finds it to be in the public interest to maintain and enhance the safety and security of its residents through specialized emergency response capabilities; and

WHEREAS, the State Homeland Security Program (SHSP) and the Urban Areas Security Initiative (UASI) provide federal funding through the Office of the Governor (OOG), Public Safety Office to support regional preparedness; and

WHEREAS, the City of Schertz Fire Department / Office of Emergency Management seeks to enhance regional special operations response; and

WHEREAS, the City Council deems it necessary and proper to authorize the City Manager to act on behalf of the City of Schertz in all matters related to this grant application as the Authorized Official (AO); and

WHEREAS, the City of Schertz, Texas agrees that in the event of loss or misuse of the Office of the Governor funds, City of Schertz, Texas assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council designates the Finance Director of the City of Schertz as the Financial Officer to submit financial and programmatic reports or alter the grant on behalf of the City of Schertz, Texas; and

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, or their designee to apply for, accept, reject and execute a sub-recipient agreement for the State Homeland Security Program (SHSP) grant through the Office of the Governor, Public Safety Office in an amount not to exceed ONE HUNDRED TWENTY ONE THOUSAND TWO HUNDRED FORTY SIX DOLLARS for the purpose of enhancing the regional special operations response capabilities; authoring a contingency application for the Urban Areas Security Initiative (USAI).

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 17th day of February, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: Fire Department
Subject: Resolution 26-R-026 - Authoring the City Manager to apply for and accept funds for the State Homeland Security Grant Program (SHSP) - Regional Rescue Response & Resilience Initiative

BACKGROUND

The State Homeland Security Program (SHSP) is a vital funding stream managed by the Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) and administered in Texas by the Office of the Governor (OOG), Public Safety Office.

For the City of Schertz, this grant is particularly relevant as it supports the “Response” mission area – specifically under Mass Search and Rescue Operations, Emergency Support Function (ESF) 9 to address regional gaps in rescue capabilities.

GOAL

The goal of this project is to modernize the City of Schertz's extrication capabilities by transitioning from tethered hydraulic systems to next-generation, battery-operated rescue tools. By utilizing State Homeland Security Program (SHSP) funds, we will equip our front-line apparatus with portable, high-powered cutting and spreading tools that allow for immediate, off-road rescue operations, significantly reducing the time it takes to remove trapped victims from wreckage.

The Zero - Setup Response

In a life-or-death extrication, every second spent pulling hoses or starting generators is a second a patient isn't receiving medical care. These tools allow us to start cutting the moment we step off the truck.

Overcoming the I-35 Barrier (Portability)

We are no longer tethered to our trucks. Whether a vehicle is 50 feet down an embankment or buried in the middle of a 10-car pileup on I-35, our rescuers have full power in the palm of their hands.

Fighting New Car Technology

To match tool power to modern engineering. New battery-operated rescue equipment is specifically designed with higher PSI and specialized blades to shear through the reinforced frames of modern electric and luxury vehicles.

COMMUNITY BENEFIT

By transitioning to battery-operated tools, we are moving Schertz into the modern era of firefighting. We are replacing heavy, tethered, 20th century technology with the same high-output lithium-ion power that is revolutionizing every other industry. Best of all, we are using State Homeland Security Program (SHSP) funds to do it ensuring our residents receive excellent protection without the price tag on their property tax bill.

Drastic Reduction in Time to Trauma Center

For a patient trapped in a vehicle, the rescue doesn't end when the car is cut; it ends when they reach a surgeon.

- In a critical trauma situation, 5 minutes is the difference between a full recovery and a permanent disability. These tools allow us to begin life-saving work the moment we step off the engine, getting our citizens to the hospital faster.

Enhanced Safety for Rescuers and Bystanders

Traditional hydraulic tools require high-pressure hoses running across a dark, wet, or chaotic crash site.

- By going cordless, we are creating a cleaner, safer hot zone. Our firefighters can focus entirely on the victim instead of managing tangled hoses or dodging trip hazards in the dark on the side of I-35.

SUMMARY OF RECOMMENDED ACTION

Consider and act upon a resolution authorizing the City Manager to apply for, accept, and execute a sub-recipient agreement for the State Homeland Security Program (SHSP) grant through the Office of the Governor (OOG), in an amount not to exceed \$90,850.00, for the purpose of enhancing rapid response capacity and mobile area command initiative

If this application is unsuccessful, an immediate application to the Urban Areas Security Initiative (UASI) is recommended which falls under the same funding conditions as SHSP.

FISCAL IMPACT

100% Reimbursable Grant Program

The most important point is that the State Homeland Security Program (SHSP) is a no match grant. We are acquiring \$90,850.00 worth of Emergency Management assets for \$0 in local capital outlay. This preserves the City's general fund for other infrastructure needs while still upgrading emergency management capability.

Schertz will be required to pay the vendors upfront and then submit documentation to the Texas Office of the Governor (OOG) for reimbursement.

RECOMMENDATION

Consider and act upon a resolution authorizing the City Manager to apply for, accept, and execute a sub-recipient agreement for the State Homeland Security Program (SHSP) grant through the Office of the Governor (OOG), in an amount not to exceed \$90,850.00, for the purpose of enhancing rapid response capacity and mobile area command initiative

If this application is unsuccessful, an immediate application to the Urban Areas Security Initiative (UASI) is recommended which falls under the same funding conditions as SHSP.

Attachments

Resolution 26-R-026

RESOLUTION 26-R-026

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE A SUB-RECIPIENT AGREEMENT FOR THE STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT AND AUTHORIZING A CONTINGENCY APPLICATION FOR THE URBAN AREAS SECURITY INITIATIVE (UASI) PROVIDING FOR REGIONAL RESCUE RESPONSE ENHANCEMENT.

WHEREAS, the City Council of the City of Schertz finds it to be in the public interest to maintain and enhance the safety and security of its residents through specialized emergency response capabilities; and

WHEREAS, the State Homeland Security Program (SHSP) and the Urban Areas Security Initiative (UASI) provide federal funding through the Office of the Governor (OOG), Public Safety Office to support regional preparedness; and

WHEREAS, the City of Schertz Fire Department / Office of Emergency Management seeks to enhance regional rescue response; and

WHEREAS, the City Council deems it necessary and proper to authorize the City Manager to act on behalf of the City of Schertz in all matters related to this grant application as the Authorized Official (AO); and

WHEREAS, the City of Schertz, Texas agrees that in the event of loss or misuse of the Office of the Governor funds, City of Schertz, Texas assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council designates the Finance Director of the City of Schertz as the Financial Officer to submit financial and programmatic reports or alter the grant on behalf of the City of Schertz, Texas; and

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, or their designee to apply for, accept, reject and execute a sub-recipient agreement for the State Homeland Security Program (SHSP) grant through the Office of the Governor, Public Safety Office in an amount not to exceed NINETY THOUSAND EIGHT HUNDRED FIFTY DOLLARS for the purpose of enhancing the regional rescue response capabilities; authoring a contingency application for the Urban Areas Security Initiative (UASI).

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 17th day of February, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: Fire Department
Subject: Resolution 26-R-027 - Authorizing the City Manager to apply for and accept funds for the State Homeland Security Grant Program (SHSP) - Regional Hazardous Materials Response & Resilience Initiative (S.Williams/G.Rodgers/B.High)

BACKGROUND

The State Homeland Security Program (SHSP) is a vital funding stream managed by the Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) and administered in Texas by the Office of the Governor (OOG), Public Safety Office.

For the City of Schertz, this grant is particularly relevant as it supports the “Response” mission area – specifically under Oil and Hazardous Materials Operations, Emergency Support Function (ESF) 10 to address regional gaps in hazardous materials response capabilities.

GOAL

The goal of this project is to upgrade the City's hazardous materials response capability through the acquisition of state-of-the-art 6 gas multi-sensor detection meters. By leveraging State Homeland Security Program (SHSP) funds, we will provide our first responders with the ability to simultaneously detect and quantify oxygen levels, combustible gases, and four additional toxic chemical threats in real-time. This project ensures that Schertz responders can identify invisible killers protecting both the lives of our citizens and the safety of our emergency personnel during industrial accidents, gas leaks, and transportation incidents.

COMMUNITY BENEFIT

Schertz is a city on the move, but that movement includes thousands of tons of hazardous materials passing through our borders every day on rail, highways, and air. By securing these 6-gas meters through State Homeland Security Program (SHSP) grant funds, we are giving our firefighters the eyes they need to see invisible threats. We are choosing to be a city that is scientifically prepared rather than one that is caught off guard.

SUMMARY OF RECOMMENDED ACTION

Consider and act upon a resolution authorizing the City Manager to apply for, accept, and execute a sub-recipient agreement for the State Homeland Security Program (SHSP) grant through the Office of the Governor (OOG), in an amount not to exceed \$33,600.00, for the purpose of enhancing rapid response capacity and mobile area command initiative

If this application is unsuccessful, an immediate application to the Urban Areas Security Initiative (UASI) is recommended which falls under the same funding conditions as SHSP.

FISCAL IMPACT

100% Reimbursable Grant Program

The most important point is that the State Homeland Security Program (SHSP) is a no match grant. We are acquiring \$33,600.00 worth of Emergency Management assets for \$0 in local capital outlay. This preserves the City's general fund for other infrastructure needs while still upgrading emergency management capability.

Schertz will be required to pay the vendors upfront and then submit documentation to the Texas Office of the Governor (OOG) for reimbursement.

RECOMMENDATION

Consider and act upon a resolution authorizing the City Manager to apply for, accept, and execute a sub-recipient agreement for the State Homeland Security Program (SHSP) grant through the Office of the Governor (OOG), in an amount not to exceed \$33,600.00, for the purpose of enhancing rapid response capacity and mobile area command initiative

If this application is unsuccessful, an immediate application to the Urban Areas Security Initiative (UASI) is recommended which falls under the same funding conditions as SHSP.

Attachments

Resolution 26-R-027

RESOLUTION 26-R-027

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE A SUB-RECIPIENT AGREEMENT FOR THE STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT AND AUTHORIZING A CONTINGENCY APPLICATION FOR THE URBAN AREAS SECURITY INITIATIVE (UASI) PROVIDING FOR REGIONAL HAZARDOUS MATERIALS RESPONSE ENHANCEMENT.

WHEREAS, the City Council of the City of Schertz finds it to be in the public interest to maintain and enhance the safety and security of its residents through specialized emergency response capabilities; and

WHEREAS, the State Homeland Security Program (SHSP) and the Urban Areas Security Initiative (UASI) provide federal funding through the Office of the Governor (OOG), Public Safety Office to support regional preparedness; and

WHEREAS, the City of Schertz Fire Department / Office of Emergency Management seeks to enhance regional hazardous materials response; and

WHEREAS, the City Council deems it necessary and proper to authorize the City Manager to act on behalf of the City of Schertz in all matters related to this grant application as the Authorized Official (AO); and

WHEREAS, the City of Schertz, Texas agrees that in the event of loss or misuse of the Office of the Governor funds, City of Schertz, Texas assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council designates the Finance Director of the City of Schertz as the Financial Officer to submit financial and programmatic reports or alter the grant on behalf of the City of Schertz, Texas; and

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, or their designee to apply for, accept, reject and execute a sub-recipient agreement for the State Homeland Security Program (SHSP) grant through the Office of the Governor, Public Safety Office in an amount not to exceed THIRTY THREE THOUSAND SIX HUNDRED DOLLARS for the purpose of enhancing the regional hazardous materials response capabilities; authoring a contingency application for the Urban Areas Security Initiative (UASI).

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 17th day of February, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: Fire Department
Subject: Resolution 26-R-028 - Authorizing the City Manager to apply for and accept funds for the Lower Colorado River Authority (LCRA) Community Development Partnership Program (CDPP) Grant Program (S.Williams/G.Rodgers/B.High)

BACKGROUND

LCRA Community Development Partnership Program (CDPP)

The Lower Colorado River Authority (LCRA), in partnership with its wholesale electric and water customers, provides community grants through the Community Development Partnership Program (CDPP). This program is designed to help local governments, emergency responders, and non-profit organizations fund capital improvement projects that contribute to the health, safety, and economic development of the communities LCRA serves.

- **Focus Area:** The CDPP places a high priority on public safety and emergency response, specifically supporting the purchase of life-saving equipment for fire departments.
- **Funding Structure:** The program typically awards grants up to \$50,000, with a requirement that the applicant provides a local match of at least 20% for projects exceeding \$5,000.
- **Asset Improvement:** To be eligible, the grant must be used to purchase equipment that improves the value of a capital asset or provides a long-term benefit to the entire community.

GOAL

Fire Hose Replacement & Standardization

The Schertz Fire Department is seeking to enhance its operational readiness and community safety by replacing aged and non-standard fire hoses. Fire hoses are critical life-safety tools that have a finite service life due to the extreme pressures, temperatures, and abrasive environments they encounter.

- **Operational Reliability:** Modernizing the department’s hose inventory ensures that first responders have reliable equipment that meets or exceeds NFPA (National Fire Protection Association) standards for fire suppression.
- **ISO Rating Support:** Maintaining high-quality, tested fire equipment is a key component of the ISO Public Protection Classification (PPC). A strong ISO rating directly correlates to lower fire insurance premiums for Schertz residents and business owners.
- **Community Impact:** This project ensures that the Fire Department can effectively deliver water to suppress structure fires, protect property, and save lives with the most efficient technology available.

COMMUNITY BENEFIT

Increase Reliability and Faster Fire Suppression

Reliable fire hoses are the primary link between a water source and a fire. Over time, hoses develop "memory," internal lining degradation, and structural fatigue. By replacing aged inventory, the Schertz Fire Department ensures that when crews arrive on a scene, they can deploy water quickly and at the correct pressures without the risk of equipment failure or "burst" lines. This translates to faster fire knockdown times and reduced property loss.

Preservation of Public Safety Ratings (ISO)

The quality and quantity of a department's fire hose are evaluated during ISO (Insurance Services Office) audits. These audits determine the City's Public Protection Classification (PPC).

- **The Impact:** A high ISO rating is a testament to the City's commitment to safety and is a major factor in determining commercial and residential insurance premiums.
- **The Benefit:** By maintaining modern equipment, the City helps keep insurance costs lower for residents and local businesses.

Enhanced Interoperability and Mutual Aid

Standardizing hose sizes and couplings ensures that Schertz Fire Department can work seamlessly with neighboring agencies during large-scale emergencies or mutual aid calls. This regional cohesion ensures that, regardless of which city's truck is on-scene, the equipment is compatible, saving precious seconds during a crisis.

Fiscal Responsibility and Resource Leverage

By successfully securing the LCRA grant, the City can address a critical infrastructure need while leveraging outside funding. This allows Schertz to maximize its General Fund dollars for other community priorities while still ensuring the Fire Department has the elite-level tools required to protect the community.

SUMMARY OF RECOMMENDED ACTION

Consider and act upon a resolution authorizing the City Manager to apply for, accept, and execute a grant agreement for the Lower Colorado River Authority (LCRA) Community Development Partnership Program (CDPP) grant, in an amount not to exceed \$60,000, for the purpose of enhancing fire suppression capabilities.

FISCAL IMPACT

Total Project Cost: \$59,112.00

Grant Funding (LCRA CDPP): \$47,289.60

City Matching Requirement: \$11,822.40

The total cost for the Fire Hose Replacement and Standardization project is \$59,112.00. Under the terms of the LCRA Community Development Partnership Program (CDPP), the grant would provide \$47,289.60 (80%) of the project funding, contingent upon a local cost-share from the City of Schertz. The City's portion will come from the existing Fire Department Operating Budget.

RECOMMENDATION

Consider and act upon a resolution authorizing the City Manager to apply for, accept, and execute a grant agreement for the Lower Colorado River Authority (LCRA) Community Development Partnership Program (CDPP) grant, in an amount not to exceed \$60,000, for the purpose of enhancing fire suppression capabilities.

Attachments

Resolution 26-R-028

RESOLUTION 26-R-028

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE A GRANT AGREEMENT WITH THE LOWER COLORADO RIVER AUTHORITY (LCRA) COMMUNITY DEVELOPMENT PARTNERSHIP PROGRAM (CDPP) FOR THE ENHANCEMENT OF FIRE SUPPRESSION CAPABILITIES.

WHEREAS, the City Council of the City of Schertz finds it to be in the public interest to maintain and enhance the safety and welfare of its citizens through superior fire suppression and emergency response services; and

WHEREAS, the Lower Colorado River Authority (LCRA) offers the Community Development Partnership Program (CDPP) grant to help fund local projects that provide help in the areas of fire and first responders, public safety, and community planning; and

WHEREAS, the City of Schertz Fire Department has identified a need for enhanced fire suppression capabilities and intends to utilize grant funding for specialized equipment or resources to meet this objective; and

WHEREAS, the total grant funding requested will not exceed \$60,000.00.

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, or their designee to apply for, accept, reject and execute a sub-recipient agreement for the LCRA Community Development Partnership Program (CDPP) grant in an amount not to exceed SIXTY THOUSAND DOLLARS for the purpose of enhancing fire suppression capabilities.

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 17th day of February, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: Engineering
Subject: Resolution 26-R-022 – Authorizing a contract with RL Jones, LP, for construction of the Bell North Sewer Relocation Project (B.James/K.Woodlee/E.Schulze)

BACKGROUND

Ten commercial properties on the west end of Bell North Drive are served by private grinder pumps that pump wastewater 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 gravity main on Doerr Lane.

Bids for the Bell North Sewer Project were opened on January 13, 2026. Two bids were received. The lowest bid was from RL Jones, LP. Staff and the design consultant have reviewed the bids and supporting documentation and determined that the bid from RL Jones, LP, is acceptable.

GOAL

The goal of Resolution 26-R-022 is to obtain authorization from Council to execute a contract with RL Jones, LP, for the construction of the Bell North Sewer Project.

COMMUNITY BENEFIT

The sewer project benefits the properties directly served by eliminating individual grinder pumps at each business and allows for a gravity collection system which is more efficient and easier for Public Works crews to maintain. The timing of the project is to complete construction ahead of a proposed street surface improvement project. This supports Council's strategic objective of maintaining wastewater and transportation infrastructure.

SUMMARY OF RECOMMENDED ACTION

Staff recommends the authorization of the construction contract for the Bell North Drive Sewer Project to RL Jones, LP, for \$513,900 (\$465,480 Base Bid Plus \$48,500 Bid Alternate for removal of grinder pump systems), with an authorized expenditure amount not to exceed \$575,000.

FISCAL IMPACT

The cost of the construction shall not exceed \$575,000, which is within the approved Capital Improvement Plan (CIP) budget for the project. Sewer Reserves will provide the project funding.

RECOMMENDATION

Approve Resolution 26-R-022.

Attachments

Resolution 26-R-022 Bell North Sewer-RL Jones

Bell North WW Bid Tab

Bell North CIP Project Sheets

RESOLUTION 26-R-022

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A CONSTRUCTION CONTRACT WITH RL JONES, LP RELATING TO BELL NORTH SEWER PROJECT.

WHEREAS, The City staff of the City of Schertz (the “City”) has recommended that the City accept the bid from RL Jones, LP relating to the Bell North Sewer Project and approve the project expenditures; and

WHEREAS, City staff has received qualifications indicating that RL Jones, LP is qualified to provide such services for the City; and

WHEREAS, the project to replace the sewer infrastructure is needed prior to a proposed SPAM street project; and

WHEREAS, the project will be funded by Water/Sewer Reserves.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the contract in substantially the form set forth as attached as Exhibit A with RL Jones, LP for an amount of \$513,900.00, with an amount not to exceed \$575,000.00.

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Attachment A

Bell North Sewer Project

RL Jones, LP Construction Contract

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

THIS AGREEMENT is by and between City of Schertz (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Abandonment of existing force main and pump wells. Installation of an 8" gravity main, pre-cast concrete manholes, laterals and appurtenances. Disconnect and salvage existing grinder pumps.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Bell North Drive Sewer Extension

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Freeland Turk Engineering Group, LLC

3.02 The Owner has retained Freeland Turk Engineering Group, LLC (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Contract Times: Days
- B. If a contract is awarded for multiple schedules, the Work is expected to be substantially completed within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 calendar days after the date of substantial completion. The number of days to substantial completion will be negotiated with the successful bidder and shall be within the range listed in this paragraph. If multiple schedules are awarded, the following Contract Times will apply for each schedule.
- C. Parts of the Work shall be substantially completed on or before the following Milestone(s):

4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of:

1. **Six hundred dollars (\$600.00) per day** for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by Owner as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by Owner as a result of the failure of Contractor to complete within the Contract Time.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

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

Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages A-1 to A-7, inclusive).
 - 2. Performance bond (pages PB-1 to PB-3, inclusive).
 - 3. Payment bond (pages PYB-1 to PYB-3, inclusive).
 - 4. General Conditions (not attached but incorporated by reference) consisting of 72 pages of a modified version of EJCDC C-700, having a title page with the general title: STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.
 - 5. Supplementary Conditions (pages 1 to 4, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 9 sheets with each sheet bearing the following general title: Bell North Drive Sewer Extension.
 - 8. Addenda (numbers to , inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages BF-1 to BF-5, inclusive).

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. Certifications required by State Law

1. *Non-Boycott of Energy.* Contractor certifies that either (a) it does not boycott Israel and will not boycott energy companies; and (b) will not boycott energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.
2. *Non-Boycott of Firearm Entity.* Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association .

10.06 *Other Provisions*

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

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

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

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

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

BID FORM

BELL NORTH DRIVE SEWER EXTENSION

IFB# 2025-XXX

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

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial non-competitive levels, and
City's standard payment terms for services are "Net 30 days." Should the contractor desire an exception to those terms, Contractor shall define the requested terms to included, but not limited to, milestone pricing, etc.
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

Item No.	Spec No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
BASE BID						
1	02233	CLEARING AND GRUBBING (LATERALS)	EA	12	250.00	3,000.00
2	01502	MOBILIZATION	LS	1	18,500.00	18,500.00
3	01555	TRAFFIC CONTROL AND REGULATION	LS	1	10,500.00	10,500.00
SANITARY SEWER IMPROVMENTS						
4	01570	STORMWATER INLET PROTECTION – EROSION CONTROL LOG	LF	46	5.00	230.00
5	02082	PRECAST CONCRETE MANHOLES (60’)	EA	3	15,000.00	45,000.00
6	02222	ABANDON WET-WELL IN PLACE AND SALVAGE GRINDER PUMP (WET-WELL TO BE CAPPED AND REMAIN IN PLACE) (INCL PLUGGING AND ABANDONMENT OF FORCE MAINS)	EA	7	2,000.00	14,000.00
7	SPEC	DISCONNECT AND TERMINATE EXISTING PUMP ELECTRICAL	EA	7	900.00	6,300.00
8	02531	GRAVITY SANITARY SEWER (8” SDR26 PVC)(CMP IN PLACE)	LF	777	350.00	271,950.00
9	02534.1	SS LATERAL – (CMP IN PLACE INCLUDING CLEAN OUT AND CURB CUTS)	EA	12	8,000.00	96,000.00
Total of All Unit Price Base Bid Items						\$465,480.00
BID ALTERNATE						
10	02222	REMOVAL OF WET-WELL (COMPLETELY REMOVE)	EA	7	6,250.00	43,750.00
11	02922	SODDING	SY	19	250.00	4,750.00
Total of All Unit Price Bid Alternate Items						\$48,500.00

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

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times

commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement with and made a condition of this bid

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

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

ARTICLE 8 – DEFINED TERMS

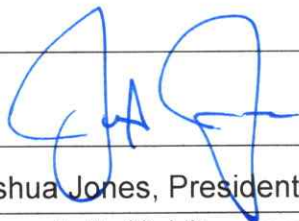
8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

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

R.L. Jones LP

By:
[Signature]



[Printed name] Joshua Jones, President

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

Attest:
[Signature]



[Printed name] Maria Schneider

Title: Office Administrator

Submittal Date: January 13, 2026

Address for giving notices:

18946 Redland Road

San Antonio, Texas 78259

Telephone Number: 210-496-6223

Fax Number: 210-495-7535

Contact Name and e-mail address: Josh Jones

admin@rljoneslp.com

Bidder's License No.: N/A
(where applicable)

Bell North Sewer Replacement

	Base	Alt	Total
Guerra Underground	\$ 480,985.32	\$ 36,771.91	\$ 517,757.23
RL Jones	\$ 465,480.00	\$ 48,500.00	\$ 513,980.00

CITY OF SCHERTZ

CAPITAL IMPROVEMENT PROJECT SHEET

Project Type: **Project Code:**

Project Title:

Project Manager:

Location Description:

Project Summary:

Ten commercial properties on the west end of Bell North Drive are served by private grinder pumps that pump wastewater 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.

Start Date:

Completion Date:

Project Forecast

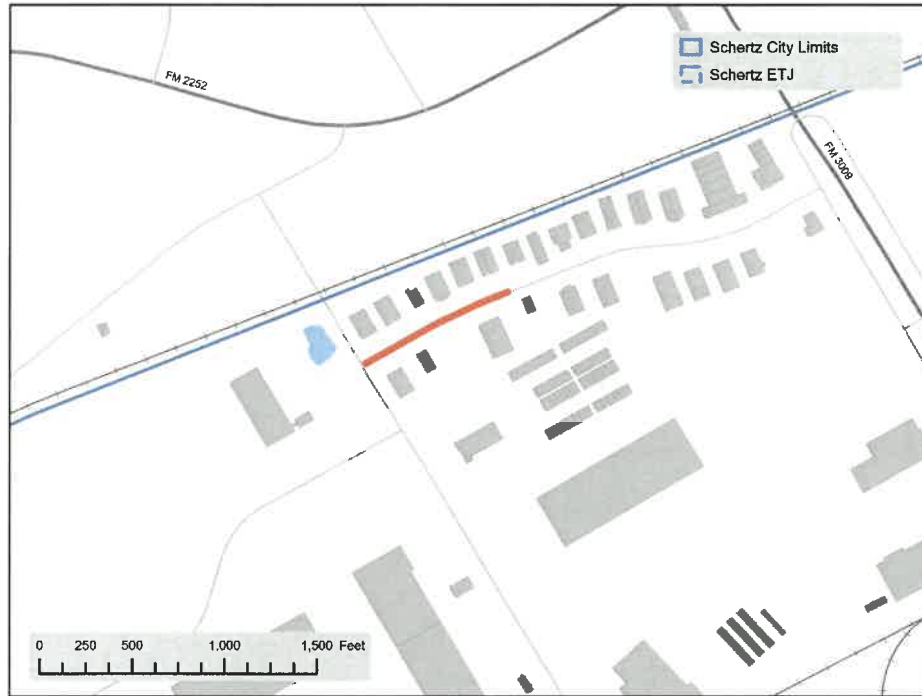
Funding Source	Prior							Total Cost
	Appropriation	2025-26	2026-27	2027-28	2028-29	2029-30	2031-2035	
Water/Sewer Reserves	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funding Source	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000

Expenditure	Prior							Total Cost
	Expenditure	2025-26	2026-27	2027-28	2028-29	2029-30	2031-2035	
Land Acquisition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Construction	\$ -	\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900,000
Total Expenditure	\$ 100,000	\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000

CITY OF SCHERTZ

CAPITAL IMPROVEMENT PROJECT SHEET

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



BELL NORTH SEWER

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: Fire Department
Subject: Resolution 26-R-029 - Authorizing the City Manager to apply for and accept funds for the Guadalupe Valley Electric Cooperative (GVEC) Power Up Grant Program (S.Williams/G.Rodgers/B.High)

BACKGROUND

To maintain the operational readiness of the Hazardous Materials Response Team and Special Operations capability of the city, the City of Schertz Fire Department is seeking support through the Guadalupe Valley Electric Cooperative (GVEC) Power Up grant program to purchase a new mobile compressor and cascade system. This system will be professionally mounted on a dedicated utility truck assigned to the Hazardous Materials and Special Operations Response Teams.

A cascade and compressor system is a specialized array of high-pressure air cylinders used to refill the Self-Contained Breathing Apparatus (SCBA) cylinders that firefighters and technicians wear to breath in Immediately Dangerous to Life or Health (IDLH) environments.

Alignment with GVEC Values

The GVEC Power Up program is built on the "neighbor helping neighbor" philosophy. By funding this project, GVEC is directly contributing to the health and welfare of the community by ensuring that those who run toward danger have the life-sustaining air they need to complete their mission and return home safely.

GOAL

The goal of this project is to enhance the Schertz Fire Department's operational independence and personnel safety by integrating a mobile compressor and cascade air-refill system into our Hazardous Materials and Special Operations fleet. By securing the GVEC Power Up grant, we aim to eliminate logistical delays during high-stakes special operations incidents, ensuring our responders have a continuous supply of life-sustaining air directly at the scene of an emergency.

COMMUNITY BENEFIT

Currently, during prolonged Hazardous Materials or Special Operations incidents, teams must rely on an aging system or fixed air stations at fire stations or wait for external mutual aid to shuttle air cylinders. This creates a critical gap in service during the most dangerous phase of an incident.

Acquiring this new mobile system will provide:

- **On-Scene Sustainability:** Allows the Hazardous Materials and Special Operations teams to refill air cylinders directly at the scene of an emergency, ensuring continuous operations without the delay of transporting equipment back to the station if our current aging system fails.
- **Enhanced Safety:** Provides a guaranteed supply of clean, breathable air for personnel operating in toxic or oxygen-deficient atmospheres, directly reducing the risk of respiratory

injury or long-term health complications.

- **Regional Resiliency:** As a member of regional response groups, the Schertz Fire Department's enhanced capability benefits not just Schertz residents, but the entire GVEC service area during large-scale emergencies or industrial accidents.

SUMMARY OF RECOMMENDED ACTION

Consider and act upon a resolution authorizing the City Manager to apply for, accept, and execute a grant agreement for the Guadalupe Valley Electric Cooperative (GVEC) Power Up grant, in an amount not to exceed \$50,000 for the purpose of enhancing special operations capabilities.

FISCAL IMPACT

100% Reimbursable Grant Program

Total Project Cost: \$50,000.00

RECOMMENDATION

Consider and act upon a resolution authorizing the City Manager to apply for, accept, and execute a grant agreement for the Guadalupe Valley Electric Cooperative (GVEC) Power Up grant, in an amount not to exceed \$50,000 for the purpose of enhancing special operations capabilities.

Attachments

Resolution 26-R-029

RESOLUTION 26-R-029

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE A GRANT AGREEMENT WITH THE GUADALUPE VALLEY ELECTRIC COOPERATIVE (GVEC) POWER UP GRANT PROGRAM FOR THE ENHANCEMENT OF HAZARDOUS MATERIALS AND SPECIAL OPERATIONS CAPABILITIES.

WHEREAS, the City Council of the City of Schertz finds it to be in the public interest to maintain and enhance the safety and welfare of its citizens through superior fire suppression and emergency response services; and

WHEREAS, the Guadalupe Valley Electric Cooperative (GVEC) offers the Power Up grant program to help fund local projects that provide help in the areas of fire and first responders, public safety, and community planning; and

WHEREAS, the City of Schertz Fire Department has identified a need for enhanced hazardous materials and special operations capabilities and intends to utilize grant funding for a compressor and cascade system to meet this objective; and

WHEREAS, the total grant funding requested will not exceed \$50,000.00.

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, or their designee to apply for, accept, reject and execute a sub-recipient agreement for the Guadalupe Valley Electric Cooperative (GVEC) Power Up grant program in an amount not to exceed FIFTY THOUSAND DOLLARS for the purpose of enhancing hazardous materials and special operations capabilities.

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 17th day of February, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: Fire Department
Subject: Resolution 26-R-030 - Authorizing the City Manager to apply for and accept funds for Firehouse Subs Public Safety Foundation Grant Program (S.Williams/G.Rodgers/B.High)

BACKGROUND

The City of Schertz Fire Department is committed to proactive fire prevention and community resilience. To enhance our current prevention programs, we are seeking authorizing to apply for a grant from the Firehouse Subs Public Safety Foundation. This funding would facilitate the acquisition of a digital fire extinguisher training system, a state-of-the-art tool designed to provide realistic, clean, and safe fire suppression training for city employees, local partners, and the public.

Traditional fire extinguisher training often involves live-fire scenarios using chemical discharge. While effective, these methods present several challenges:

- **Cost & Maintenance:** Recharging extinguishers and disposing of materials is expensive and labor-intensive.
- **Safety Constraints:** Live-fire training cannot easily be conducted indoors or in professional office environments where staff work daily.

The digital training system utilizes LED-driven digital flames and laser training extinguishers. This technology allows the Schertz Fire Department to simulate various fire classes in a controlled environment.

GOAL

- **Standardize Employee Safety:** To provide 100% of City of Schertz staff with annual, hands-on fire suppression training in their actual work environments without the mess of hazards of traditional dry-chemical discharge.
- **Expand Community Outreach:** To increase the number of public fire safety demonstrations by 25% within the first year by utilizing a portable system that can be deployed at community events, schools, and local non-profits.
- **Promote Environmental Stewardship:** To eliminate the release of chemical agents and CO2 during training exercises, aligning with the City's commitment to sustainable and clean operations.
- **Strengthen Public-Private Partnerships:** To offer ready-to-respond certification training for local Schertz businesses and non-profit organizations, fostering a safer economic corridor.

COMMUNITY BENEFIT

If awarded, this system will serve as a cornerstone for multiple community outreach initiatives:

- **City Staff:** Ensuring all municipal employees from all departments are prepared to respond to an emergency without leaving their worksites.
- **Private & Non-Profit Partners:** Offering specialized training to local businesses, daycare centers, and places of worship to meet safety compliance and protect residents.
- **The Public:** Enhancing the Junior and High School fire academy programs and school demonstrations with a hands-on, intimidation-free learning experience.

SUMMARY OF RECOMMENDED ACTION

Consider and act upon a resolution authorizing the City Manager to apply for, accept, and execute a grant agreement for the Firehouse Subs Public Safety Foundation grant program, in an amount not to exceed \$19,000 for the purpose of enhancing fire prevention programs of Schertz Fire Department.

FISCAL IMPACT

100% Reimbursable Grant Program

Total Project Cost: \$19,000.00

RECOMMENDATION

Consider and act upon a resolution authorizing the City Manager to apply for, accept, and execute a grant agreement for the Firehouse Subs Public Safety Foundation grant program, in an amount not to exceed \$19,000 for the purpose of enhancing fire prevention programs of Schertz Fire Department.

Attachments

Resolution 26-R-030

RESOLUTION 26-R-030

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, REJECT, ALTER, OR TERMINATE A GRANT AGREEMENT WITH THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT PROGRAM FOR THE ENHANCEMENT OF FIRE PREVENTION CAPABILITIES.

WHEREAS, the City Council of the City of Schertz finds it to be in the public interest to maintain and enhance the safety and welfare of its citizens through superior fire suppression and emergency response services; and

WHEREAS, the Firehouse Subs Public Safety Foundation offers a grant program to help fund local projects that provide help in the areas of fire and first responders, public safety, and community planning; and

WHEREAS, the City of Schertz Fire Department has identified a need for enhanced fire prevention capabilities and intends to utilize grant funding for a digital fire extinguisher training system to meet this objective; and

WHEREAS, the total grant funding requested will not exceed \$19,000.00.

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, or their designee to apply for, accept, reject and execute a sub-recipient agreement for the Firehouse Subs Public Safety Foundation grant program in an amount not to exceed NINETEEN THOUSAND DOLLARS for the purpose of enhancing fire prevention capabilities.

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 17th day of February, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: Police Department
Subject: Resolution 26-R-031 - Authorizing an Interlocal Agreement with Live Oak for Emergency Radio Communications Services (S.Williams/J.Lowery)

BACKGROUND

The City of Schertz previously approved an ILA with the City of Live Oak to provide Emergency Radio Communications services via Resolution 12-R-20. The City of Live Oak recently upgraded their radio system that we utilize to provide radio services for all departments within our organization. The prior agreement referenced specific infrastructure that has been replaced. There are no changes to the fee schedule. The City of Live Oak funded all new infrastructure upgrades with no pass-through costs to the City of Schertz.

GOAL

Authorize the City Manager to execute the amended agreement.

COMMUNITY BENEFIT

Emergency radio communications services are not interrupted, so we may provide services (police, fire, and ems) to our community members.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 26-R-031.

FISCAL IMPACT

There will be no additional fiscal impact as there are no changes in fees. However, we currently expend approximately \$8,800.00 a month for emergency radio communication services with Live Oak. This fee can fluctuate as we add or delete radios (handheld or mobiles) to our radio ecosystem.

RECOMMENDATION

Approval of Resolution 26-R-031.

Attachments

Resolution 26-R-031 with attachments
Resolution 12-R-20 fully executed

RESOLUTION NO. 26-R-031

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT FOR DISPATCH SERVICES WITH THE CITY OF LIVE OAK, TEXAS, AND THE CITY OF SCHERTZ, TEXAS AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, by Resolution Number 12-R-20, the city Council (the "City Council") of the City of Schertz (the "City") approved an Interlocal Agreement for emergency radio communications system services with the City of Live Oak, Texas ("Live Oak"); and

WHEREAS, the City of Schertz and the City of Live Oak previously entered into an Interlocal Agreement to provide emergency radio communications system services ("Agreement") on February 28, 2012; and

WHEREAS, the City of Schertz and the City of Live Oak desire to amend the Amendment on the terms and conditions contained herein.

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 amend and extend the Interlocal Cooperation Agreement with Live Oak (attached hereto as Exhibit A).

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A

ILA for Emergency Radio Communications Services

INTERLOCAL COOPERATION AGREEMENT

BETWEEN THE CITY OF LIVE OAK, TEXAS AND THE CITY OF SCHERTZ, TEXAS

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between, as Parties, the **City of Schertz, Texas** ("User"), a local government and political subdivision of the State of Texas, and the **City of Live Oak, Texas** ("Live Oak"), a Home Rule municipality and political subdivision of the State of Texas, pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act (Chapter 791, Texas Government Code), to be effective for all purposes as of execution by all parties of this document (the "Effective Date").

RECITALS

The **User** is authorized by law to commission peace officers for the protection of property, the general public, and the enforcement of state laws and its own regulations. The **City of Live Oak** ("Live Oak") operates a **Trunked Radio System** under an agreement with the **Lower Colorado River Authority** ("LCRA"), which provides interconnectivity and critical communications links among public safety entities throughout the Central Texas region.

Live Oak and User desire to enter into this Agreement to allow Live Oak to provide the communications equipment, infrastructure, and technical services necessary for the operation of **800MHz radio equipment**, as further described herein. These services will support the User's efforts in deploying and maintaining reliable radio communications for public safety operations, responses to catastrophic or large-scale incidents, natural disasters, and other local emergency and public service needs.

The Parties are authorized to enter into this arrangement under **Chapter 791 of the Texas Government Code**, commonly known as the **Interlocal Cooperation Act**, and specifically **Section 791.025**.

AGREEMENT

In consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Agreement

1.1. **System Access** Live Oak shall provide the User with an interconnection to the Trunked Radio System, including the use of antennas, switchgear, billing systems, and other

communications infrastructure, pursuant to its agreement with the Lower Colorado River Authority (LCRA).

1.2. **Fees** User shall pay Live Oak the applicable user fees for programmed radios and other authorized facilities deployed under this Agreement, as outlined in the fee schedule attached hereto as **Attachment A**.

1.3. **Programming Authorization** Any radio service provider acting on behalf of the User must obtain prior written approval from Live Oak before programming any radios for use on the Live Oak radio system.

1.4. **Equipment Modifications** Before making any modifications to equipment that interfaces with the Live Oak Trunked Radio System, the User must obtain written authorization from Live Oak. Live Oak must approve all proposed changes to communications equipment design and programming prior to implementation.

1.5. **Equipment Ownership and Maintenance** the User shall be solely responsible for the purchase, operation, and maintenance of its subscriber equipment (e.g., radios or other related devices used in connection with the Trunked Radio System interconnection provided by Live Oak).

1.6. **Permitted Use** of the Live Oak radio system is limited to entities that Live Oak determines provide services related to public safety and for whom interoperable communications are necessary to protect the health, safety, and welfare of the citizens of Texas. This includes the User.

2. Services to be Provided

2.1. **System Infrastructure Maintenance** Live Oak shall support the maintenance of the Trunked Radio System infrastructure, including but not limited to antennas, switchgear, billing systems, and other related communications infrastructure, as provided under this Agreement.

2.2. **User Group Meetings** User group meetings will be held as needed at the Live Oak Police Department Training Room. These meetings shall be open to area police chiefs and department heads from agencies that are paying participants in the Live Oak Trunked Radio System. Meetings may be scheduled at the request of any participating agency.

3. Compensation

3.1. **Payment for Services** the User agrees to compensate Live Oak in accordance with the terms of this Agreement for the equipment and services provided by Live Oak, at the fees or rates specified herein and in **Attachment A**.

3.2. **Invoicing** Live Oak shall issue itemized invoices to the User for the services provided. Each invoice shall specify the number of radios and any associated charges. The User shall remit payment in accordance with the terms set forth in this Agreement.

3.3. **Billing Schedule** Live Oak shall send invoices to the User monthly, on or before the first day of each month.

3.4. **Payment Terms** the User shall remit the payment to Live Oak within thirty (30) days of the invoice date.

3.5. **Late Payments** Invoices not paid within thirty (30) days shall be considered overdue and will accrue interest at a rate of five percent (5%) per month, for up to ninety (90) days. If

payment remains outstanding after ninety (90) days, Live Oak reserves the right to suspend or disconnect all radio services provided under this Agreement until the account is brought current.

4. Liability

Each Party shall be responsible for its own acts, including the sole negligence of its officers, agents, contractors, servants, or employees, in connection with any claims, demands, costs, or expenses arising out of or related to activities conducted under this Agreement. Neither Party shall be responsible for the acts or omissions of the other Party.

5. Survivability of Actions

All obligations and responsibilities of the Parties under this Agreement shall survive its termination to the extent they arise from any act, omission, or occurrence that took place prior to the effective date of termination

6. Consequential and Incidental Damages

6.1. Limitation of Liability In no event shall either Party be liable under any provision of this Agreement for any special, indirect, incidental, consequential, or punitive damages. This includes, but is not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, or the cost of temporary equipment or services, whether such damage arises in whole or in part under contract, tort (including negligence), strict liability, or any other theory of liability. **Provided, however,** that any damages for which a Party may be liable to the other under a separate agreement between the Parties shall not be deemed special, indirect, incidental, or consequential damages for purposes of this Agreement.

7. Terms

7.1. Initial Term the Agreement shall begin as of the Effective Date of this Agreement and continue until two years, unless terminated earlier in accordance with the provisions of this Agreement.

7.2. Renewal Terms This Agreement will be automatically renewed for up to three (3) year renewal periods unless a Party gives the other Party at least 180 days (6 months) written notice of non-renewal prior to the end of the then existing initial or renewal term.

7.3. Termination Either Party may terminate this Agreement upon eighteen (18) months prior written notice of the Party's intent to terminate sent to the other Party. In the event there are circumstances that prevent LIVE OAK from performing under this Agreement, including force majeure, LIVE OAK shall provide written notice to the User, and this Agreement shall terminate immediately.

7.4. Default If either Party fails to perform in accordance with the terms and conditions of this Agreement, the Party claiming injury from the alleged default shall give the allegedly defaulting

Party thirty (30) days' written notice to cure such default. In the event the default is not cured within such a 30-day period, the Party claiming injury may terminate this Agreement.

8. Notices

8.1. Correspondence All correspondence, notices, and invoices under this Agreement shall be in writing and sent to the designated representatives of the Parties as set forth below. If a Party changes its designated recipient, it shall notify the other Party in writing of the change.

8.2. Notices shall be effective upon receipt and shall be deemed received when:

- Delivered by hand,
- Sent by facsimile transmission or email,
- Sent by overnight courier, or
- Two (2) business days after being deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

User:

Steve Williams
City Manager, City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154
Phone: (210) 619-1000
Fax: (210) 619-1009

Live Oak:

Anas Garfaoui
City Manager, City of Live Oak
City of Live Oak
8001 Shin Oak Drive
Live Oak, TX 78233
Phone: (210) 653-9140
Fax: (210) 653-2766

9. Authority

9.1. The Parties certify that:

- (1) The services described in and to be provided under this Agreement are necessary and essential for activities properly within the Parties' statutory functions; and
- (2) The proposed arrangements serve the interests of efficient and economical administration of the Parties' authorized functions.

10. Miscellaneous

10.1. Gender and Number Whenever the context of this Agreement requires, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include

the others. If any clause, sentence, provision, paragraph, or article of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such holding shall not affect, impair, invalidate, or nullify the remainder of this Agreement, which shall remain in full force and effect according to the original intent of the Parties.

10.2. Entire Agreement and Amendments this Agreement constitutes a complete and entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement shall not be amended, modified, or discharged except by a written agreement duly executed by authorized representatives of both Parties. No official, representative, or employee of either Party shall have authority to modify this Agreement except as expressly authorized by the governing body of the Party.

10.3. Third-Party Beneficiaries nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the Parties hereto any rights, benefits, or remedies under or by reason of this Agreement. No Party waives any immunity or defense available against claims by third parties by entering into this Agreement.

10.4. Independent Entities user personnel are not employees of Live Oak, nor are Live Oak employees, employees of User. This Agreement does not create any partnership, employment, fiduciary, insurance, or agency relationship between the Parties or their respective agents, employees, volunteers, or officers. Neither Party shall be liable for the acts or omissions of the other Party or its agents or officers, except as determined by a court of competent jurisdiction.

10.5. Immunity nothing in this Agreement shall be construed as waiving any immunity from suit or liability to which a Party may be entitled under applicable law, except as may be required for acts violating criminal laws.

10.6. Force Majeure neither Party shall be liable for delays, nonperformance, damages, or losses caused by events beyond its reasonable control, including but not limited to natural disasters, severe weather, fires, floods, sabotage, government or regulatory actions (including withholding approvals), strikes, embargoes, or delays caused by vendors or contractors.

10.7. The Governing Law and Venue this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Jurisdiction and venue for any litigation arising from this Agreement shall lie exclusively in the state courts located in Bexar County, Texas.

10.8. Counterparts and Headings this Agreement and its attachments may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Headings are for convenience only and shall not affect the interpretation of this Agreement.

10.9. Periodic Reviews and Equipment Loans the Parties agree to conduct periodic reviews upon request to coordinate operations and administrative or management activities related to the services. The Parties may loan equipment to each other under this Agreement; however, any

loaned equipment shall remain the property of the loaning Party and must be returned within a reasonable time upon request to ensure uninterrupted official duties and services.

10.10. **Binding Effect and Assignment** this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party may assign this Agreement without the prior written consent of the other Party.

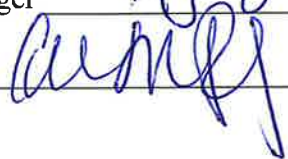
10.11. **Authority to Execute** by executing this Agreement, the undersigned individuals warrant and represent that they are duly authorized and have full authority to bind their respective Parties and governing boards or councils to the terms of this Agreement.

USER – City of Schertz

City Manager _____ Date _____

City of Live Oak

City Manager  _____ Date _____

Attorney  _____ Date _____

RESOLUTION NO. 12-R-20

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF LIVE OAK, TEXAS AND THE CITY OF SCHERTZ, TEXAS AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City enter into an Interlocal Cooperation Agreement with the City of Live Oak, a political subdivision of the State of Texas ("Live Oak") relating to an emergency radio communications system; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Live Oak pursuant to the Interlocal Cooperation Agreement Between the City of Live Oak, Texas and the City of Schertz, Texas attached hereto as Exhibit A (the "Agreement").

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with Live Oak in substantially the form set forth on Exhibit A.

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

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

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

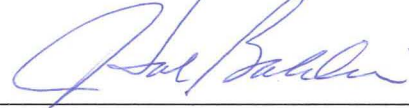
Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares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

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

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

PASSED AND ADOPTED, this 28th day of February, 2012.

CITY OF SCHERTZ, TEXAS



Mayor

ATTEST:



City Secretary

(CITY SEAL)

EXHIBIT A

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF LIVE OAK,
TEXAS AND THE CITY OF SCHERTZ, TEXAS**

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF LIVE OAK, TEXAS
AND THE CITY OF SCHERTZ, TEXAS**

This Interlocal Cooperation Agreement ("**Agreement**") is entered into by and between, as Parties, City of Schertz, Texas ("**User**"), a local government, being a political subdivision of the State of Texas and the City of Live Oak, Texas ("**Live Oak**"), a Home Rule municipality and a political subdivision of the State of Texas, pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act (Chapter 791, Texas Government Code) to be effective for all purposes as of April 1, 2012 (the "**Effective Date**").

RECITALS

User is authorized by law to license peace officers for the protection of property and the general public and the enforcement of state law and User's rules and regulations. LIVE OAK operates a Trunked Radio System per an agreement with the Lower Colorado River Authority ("LCRA") which has the capability to provide interconnectivity and key communications links between public safety entities throughout the central Texas region.

LIVE OAK and User wish to establish this Agreement allowing LIVE OAK to provide communications equipment, facilities, and technical services required for the operation of 800MHz radio equipment, as more specifically set out herein, to assist User with deploying and maintaining radio communications for public safety operations, response to catastrophic or large-scale incidents or natural disasters, and radio communications support for local emergency and other public services.

The Parties are authorized to enter into such an arrangement by Chapter 791 of the Texas Government Code, commonly referred to as the Inter-local Cooperation Act, and more particularly Section 791.025, Texas Government Code.

AGREEMENT

In consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Scope of Agreement.

1.1. LIVE OAK will provide User with an interconnection to the Trunked Radio System, using antennas, switch gear, billing systems and other communication infrastructure pursuant to its agreement with LCRA.

1.2. User shall pay to LIVE OAK the user fees for programmed radios and other authorized facilities deployed with this Agreement as set out in the schedule attached hereto as **Attachment A**.

1.3. Any radio service provider for User must obtain a separate, written approval by LIVE OAK prior to programming radios for use on the Live Oak radio system.

1.4. Prior to performing any changes to the equipment as it applies to the Live Oak Trunked Radio System, User shall receive written authority from LIVE OAK, which will authorize and approve all proposed changes to communications, design and programming for User prior to implementing any changes to the subscriber equipment as it applies to the Live Oak.

1.5. User is responsible for the purchase and maintenance of its subscriber equipment (i.e. radios or other equipment purchased by User to use in conjunction with interconnection provided by LIVE OAK for the Trunked Radio System.)

1.6. Live Oak radio system usage is limited to whom Live Oak has determined provides services related to public safety and there is a need for interoperable communications related to public safety to protect public health, and welfare of the citizens of Texas, which includes User.

2. Services to be Provided.

2.1. LIVE OAK will support maintenance to the radio system infrastructure, including antennas, switch gear, billing systems and other communication infrastructure in the Trunked Radio System under this Agreement.

2.2. LIVE OAK will continue to support the EDACS system until December 31, 2014. On January 1, 2015 the EDACS system will be shut down and removed and the system will be 100% P-25 digital.

2.3 User is required to obtain equipment and switch to the P-25 phase 2 digital system and equipment no later than December 31, 2014. LIVE OAK is not responsible for any communication errors or lapse in service to User under this Agreement for User's failure to comply with Section 2.3 above.

2.4 There will be a user's group meeting quarterly at the Live Oak Police Department Training Room. This meeting will be open for the area police chiefs and department heads who are a paying participant on the Live Oak Trunked Radio System. Meetings will be held the first Tuesday at 10am of each quarter beginning 6/5/12.

3. Compensation.

3.1. User agrees to compensate LIVE OAK in accordance with the terms of this Agreement for the Equipment and for the services LIVE OAK provides pursuant to this Agreement at the stated fees or rates.

3.2. LIVE OAK shall bill User for the services performed by LIVE OAK. Invoices will be itemized as to the number of radios and shall be paid by User as provided for herein.

3.3 Invoices will be sent monthly on or before the first of each month with the first invoice beginning 05/01/12.

3.4. Invoices will be paid to LIVE OAK within 30 days of the invoice date.

3.5. Overdue invoices shall incur interest at 5% per month up to 90 days. If after 90 days User is still in arrears for overdue invoices, LIVE OAK reserves the right to disconnect all radio services provided under this Agreement.

4. Liability.

The Parties agree to be responsible for their own acts and sole negligence for any and all claims, demands, costs or expenses for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of each City's respective activities under this Agreement committed by its agents, servants, contractors or employees.

5. Survivability of Actions.

5.1. The Parties' obligations pursuant to this Agreement shall survive termination of this Agreement with respect to any act, occurrence, or omission occurring prior to termination of this Agreement.

6. Consequential and Incidental Damages.

6.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT DAMAGES FOR WHICH A PARTY MAY BE LIABLE TO THE OTHER PARTY UNDER ANY OTHER AGREEMENT BETWEEN THE PARTIES WILL NOT BE CONSIDERED TO BE SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HEREUNDER.

7. Terms.

7.1. Initial Term: The Agreement shall begin as of the Effective Date of this Agreement and shall terminate May 31, 2015, unless terminated earlier in accordance with the provisions of this Agreement.

7.2. Renewal Terms: This Agreement will be automatically renewed for up to three (3) three (3) year renewal periods unless a Party gives the other party at least 180 days (6 months) written notice of non-renewal prior to the end of the then existing initial or renewal term.

7.3. Termination: Either Party may terminate this Agreement upon eighteen (18) months prior written notice of the Party's intent to terminate sent to the other Party. In the event there are circumstances that prevent LIVE OAK from performing under this Agreement, including force majeure, LIVE OAK shall provide written notice to the User and this Agreement shall terminate immediately.

7.4. Default: If either Party fails to perform in accordance with the terms and conditions of this Agreement, the Party claiming injury from the alleged default shall give the allegedly defaulting Party thirty (30) days' written notice to cure such default. In the event the default is not cured within such 30-day period, the Party claiming injury may terminate this Agreement.

8. Notices.

8.1. Correspondence, notices, and invoices shall be in writing and mailed to the Parties' representatives set forth below. If a Party changes the designated recipient of notices, written notification of the change shall be provided to the other Party. All notices shall be effective upon receipt and shall be deemed to be received when actually delivered by hand delivery, facsimile transmission, or overnight courier, or two days after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid, addressed as follows:

User:

John C. Kessel
City Manager
1400 Schertz Parkway
Schertz, Texas, 78154
Phone: (210) 619-1000
Fax: (210) 619-1009

LIVE OAK:

City Manager
City of Live Oak
8001 Shin Oak Drive
Live Oak, TX 78233
Phone: 210/653-9140
Fax: 210/653-2766

9. Authority.

9.1. The Parties certify that (1) the services described herein and to be provided under this Agreement are necessary and essential for activities that are properly within the Parties' statutory functions; and (2) the proposed arrangements serve the interests of efficient and economical administration of the Parties' authorized functions.

10. Miscellaneous.

10.1. Whenever the context of this Agreement requires, the masculine, feminine, or neuter gender and the singular of plural number shall each be deemed to include the others. Any portion of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, which shall remain in full force and effect in accordance with the original intent of the Parties, but the effect thereof shall be confined to the

clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

10.2. This is the complete and entire Agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any, but does not amend or modify any other existing agreements on other matters. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the Parties hereto. No official, representative, or employee of either Party has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the governing body of the Party.

10.3. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. It is expressly understood and agreed that in the execution of this Agreement, no Party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims by third parties.

10.4. It is understood and agreed that, under the terms of this Agreement and in providing the services, User personnel are not employees of LIVE OAK for any purpose, nor are employees of LIVE OAK employees of User. This Agreement does not create any partnership, employee, fiduciary, insurance, or agency relationship between the Parties or any of their agents, employees, volunteers, or officers. No Party to this Agreement will be responsible for the acts of the other Party or any agent or officer of the other Party by virtue of this Agreement, except as may be decreed against that Party by a judgment of a court of competent jurisdiction.

10.5. Nothing in this Agreement is intended to waive any immunity from suit or liability to which a Party may be entitled by law, except for acts in violation of the criminal laws.

10.6. Neither Party shall be liable for delays, nonperformance, damage or losses due to causes beyond its reasonable control, including but not limited to action of the elements, severe weather, fires, floods, sabotage, government or regulatory action including withholding of approvals, strikes, embargoes, or delays beyond the control of vendors or contractors.

10.7. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Jurisdiction and venue for any litigation between the Parties shall be exclusively in the state courts located in Bexar County, Texas.

10.8. This Agreement and its attachments may be signed in several counterparts, each of which shall be an original for all purposes but all of which taken together shall constitute a single agreement. Headings used in this Agreement are for convenience and shall not control the meaning or interpretation of this Agreement.

10.9. The Parties agree to conduct periodic reviews at the request of either Party to coordinate operations and related administrative or management activities with regard to the services. The Parties may loan equipment to each other in furtherance of this Agreement, but any such equipment shall remain the property of the loaning agency and must be returned after requested within a reasonable period of time to insure non-interruption of official duties and services.

10.10. This Agreement is binding on and shall inure to the benefit of the Parties and their successors and assigns; provided, however, neither Party shall assign this Agreement without written consent from the other.

10.11. By executing this Agreement, the individuals signing below acknowledge and warrant they are duly authorized and are acting with full authority to bind their respective Parties and their respective governing board or council to these terms and conditions.

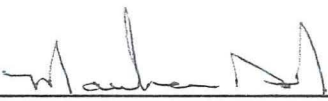
USER – City of Schertz

By: 

John C. Kessel
City Manager


Date: 2/29/12

CITY OF LIVE OAK, TEXAS

By: 

Name
Title

Date: 3-28-12

By: 

Charles E. Zech
City Attorney



Live Oak Police Department

8022 Shin Oak drive • Live Oak, Texas 78233 • (210) 945-1700 • www.liveoaktx.net

December 16, 2011

Mr. John Kessel, City Manager
City of Schertz
1400 Schertz Parkway
Schertz, TX 78154

Dear Mr. Kessel:

As you will recall from the correspondence delivered to your office previously on November 16, 2011 concerning the upgrades to the Randolph Metro Emergency Communication System (RMECS), certain goals have been established to meet certain objectives in the plan. With more than six hundred (600) radios currently on the existing system – it was recognized early on that programming of new radio and reprogramming of existing radios was going to be a challenge.

Radio programming and reprogramming by April 1, 2012, is significant because of the amount of time it will take to accomplish this task. It is estimated that it may take at least two months to do. This includes your current radios in use. If they are not reprogrammed they will not work after April 1, 2012.

The Lower Colorado River Authority is tasked with the reprogramming of some six hundred radios currently on the radio system. With the quantity of radios involved, we must allow for a minimum of two months to reprogram. The reprogramming cannot be executed until we have a signed Interlocal Agreement. Enclosed is a copy of the new Interlocal Agreement for radio service. To insure your municipality will not experience radio outage, the Interlocal Agreement needs to be signed and returned before February 1, 2012. If you have any questions, please contact me or Clarissa Rodriguez, City of Live Oak Attorney.

Thank you for your prompt attention to this request.

Sincerely,

Derrick Walker

Radio System Manager

City of Live Oak

Phone: 210-653-9140 ext. 107

Clarissa M. Rodriguez

Denton, Navarro, Rocha & Bernal

Phone: 210-227-3243

clarissa.rodriguez@rampage-sa.com

Enclosure

Randolph Metro Emergency Communication System (R-MECS)

Attachment (A)

AGENCY NAME (PLEASE PRINT) City of Schertz					
AGENCY ADDRESS 1400 Schertz Parkway					
CITY Schertz	STATE TX	ZIP 78154	PHONE	FAX	
CONTACT NAME Mr. John Kessel			PHONE	FAX	
BILLING ADDRESS, IF DIFFERENT FROM ABOVE					
CITY	STATE	ZIP	TAX EXEMPT	FEDERAL TAX ID	
PURCHASE ORDER			EFFECTIVE DATE	4/1/2012	
Use of (R-MECS)		No. of Units	Cost per Unit Per Month		
BASIC SERVICE					
Mobiles *			\$20.00	_____	
Portables *			\$20.00	_____	
Conventional Interface			\$62.50	_____	
Maestro Consoles			\$125.00	_____	
Desktop Control Station *			\$20.00	_____	
Back-up Control Station			\$6.25	_____	
Host ID (data port on EDG)			\$24.90	_____	
TOTAL BASIC SERVICE FEES				\$	
OPTIONS					
I-CALL			\$6.25	_____	
DATA - Status Messaging			\$12.50	_____	
DATA - AVL			\$12.50	_____	
TOTAL OPTION FEES					
TOTAL MONTHLY FEES				\$	
All fees will be paid directly to the City of Live Oak.					
Participant Official Signature: _____			Date: _____		
Live Oak Official Signature: _____			Date: _____		
Date Received:					
Live Oak Official Signature: _____			Date: _____		
Date Received:					

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF LIVE OAK, TEXAS
AND CITY OF SCHERTZ, TEXAS**

This Interlocal Cooperation Agreement ("**Agreement**") is entered into by and between, as Parties, CITY OF SCHERTZ, TEXAS ("**User**"), a local government, being a political subdivision of the State of Texas and the City of Live Oak, Texas ("**Live Oak**"), a Home Rule municipality and a political subdivision of the State of Texas, pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act (Chapter 791, Texas Government Code) to be effective for all purposes as of April 1, 2012 (the "**Effective Date**").

RECITALS

User is authorized by law to license peace officers for the protection of property and the general public and the enforcement of state law and User's rules and regulations. LIVE OAK operates a Trunked Radio System per an agreement with the Lower Colorado River Authority ("LCRA") which has the capability to provide interconnectivity and a key communications links between public safety entities throughout the central Texas region.

LIVE OAK and User wish to establish this Agreement allowing LIVE OAK to provide communications equipment, facilities, and technical services required for the operation, of 800MHz radio equipment, as more specifically set out herein, to assist User with deploying and maintaining radio communications for public safety operations, response to catastrophic or large-scale incidents or natural disasters, and radio communications support for local emergency and other public services.

The Parties are authorized to enter into such an arrangement by Chapter 791 of the Texas Government Code, commonly referred to as the Inter-local Cooperation Act, and more particularly Section 791.025, Texas Government Code.

AGREEMENT

In consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Scope of Agreement.

1.1. LIVE OAK will provide User with an interconnection to the Trunked Radio System, using antennas, switch gear, billing systems and other communication infrastructure pursuant to its agreement with LCRA.

1.2. User shall pay to LIVE OAK the user fees for programmed radios and other authorized facilities deployed with this Agreement as a set out in the schedule attached hereto as **Attachment A**.

1.3. Any radio service provider for User must obtain a separate, written approval by LIVE OAK prior to programming radios for use on the system.

1.4. Prior to performing any changes to the equipment for the Trunked Radio System, Users shall receive written authority from LIVE OAK, which will authorize and approve all proposed changes to communications, design and programming for User prior to implementing any changes to the subscriber equipment or system.

1.5. Users are responsible for the purchase and maintenance of their respective subscriber equipment (i.e. radios or other equipment purchased by User to use in conjunction with interconnection provided by LIVE OAK for the Trunked Radio System.)

1.6. Radio system usage is limited to whom Live Oak has determined provides services related to public safety and there is a need for interoperable communications related to public safety to protect public health, and welfare of the citizens of Texas.

2. Services to be Provided.

2.1. LIVE OAK will support maintenance to the radio system infrastructure, including antennas, switch gear, billing systems and other communication infrastructure in the Trunked Radio System under this Agreement.

2.2. LIVE OAK will continue to support the EDACS system until December 31, 2014. On January 1, 2015 the EDACS system will be shut down and removed and the system will be 100% P-25 digital.

2.3 Users are required to purchase and switch to the P-25 phase 2 digital system and equipment no later than December 31, 2014.

a. LIVE OAK is not responsible for any communication errors or lapse in service to Users under this Agreement for User's failure to comply with Section 2.3 above.

3. Compensation.

3.1. User agrees to compensate LIVE OAK in accordance with the terms of this Agreement for the Equipment and for the services LIVE OAK provides pursuant to this Agreement at the stated fees or rates.

3.2. LIVE OAK shall bill User for the services performed by LIVE OAK. Invoices will be itemized as to the number of radios and shall be paid by User as provided for herein.

3.5. Invoices will be itemized as to the number of radios on the system and shall be paid to Live Oak within 30 days of the invoice date.

3.6. Overdue invoices shall incur interest at 5% per month up to 90 days. If after 90 days User is still in arrears for overdue invoices, LIVE OAK reserves the right to disconnect all radio services provided under this agreement.

3.7. The User is entitled to the use of the system for dispatching services for public health and safety radio systems specific to the User only. This excludes any agency providing dispatch services to another agency prior to the execution of this contract. Users intending to provide dispatch services from the LIVE OAK system under this agreement to any other public entity after the effective date of this agreement shall notify LIVE OAK within 30 days of initiating services and pay 25% of the dispatching service fees obtained from other public entity to the City of LIVE OAK for system cost and upgrade.

4. Liability.

The Parties agree to be responsible for their own acts and sole negligence for any and all claims, demands, costs or expenses for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of each City's respective activities under this Agreement committed by its agents, servants, contractors or employees.

5. Survivability of Actions.

5.1. The Parties' obligations pursuant to this Agreement shall survive termination of this Agreement with respect to any act, occurrence, or omission occurring prior to termination of this Agreement.

6. Consequential and Incidental Damages.

6.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT DAMAGES FOR WHICH A PARTY MAY BE LIABLE TO THE OTHER PARTY UNDER ANY OTHER AGREEMENT BETWEEN THE PARTIES WILL NOT BE CONSIDERED TO BE SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HEREUNDER.

7. Terms.

7.1. Initial Terms: The Agreement shall begin as of the Effective Date of this agreement and shall terminate May 31, 2022, unless terminated earlier in accordance with the provisions of this Agreement.

7.2. Renewal Terms: This Agreement will be automatically renewed for one five (5) year period unless a party gives the other party at least 180 days (6 months) notice of non-renewal prior to the end of the then existing initial or renewal term.

7.3. Termination: Either Party may terminate this Agreement upon eighteen (18) months prior written notice of the Party's intent to terminate sent to the other Party. In the event there are circumstances that prevent LIVE OAK from performing under this Agreement, including force majeure, LIVE OAK SHALL provide written notice to the User and this Agreement shall terminate immediately.

8. Notices.

8.1. Correspondence, notices, and invoices shall be in writing and mailed to the Parties' representatives set forth below. If a Party changes the designated recipient of notices, written notification of the change shall be provided to the other Party. All notices shall be effective upon receipt and shall be deemed to be received when actually delivered by hand delivery, facsimile transmission, or overnight courier, or two days after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid, addressed as follows:

User: City of Schertz

Name Mr. John Kessel
Title City Manager
Address 1400 Schertz Parkway
City, State, Zip Code Schertz, TX 78154
Phone:
Fax:

LIVE OAK:

City Manager Mr. Matthew Smith
City of Live Oak
8001 Shin Oak Drive
Live Oak, TX 78233
Phone: 210/653-9140
Fax: 210/653-2766

9. Authority.

9.1. The Parties certify that (1) the services described herein and to be provided under this Agreement are necessary and essential for activities that are properly within the Parties' statutory functions; and (2) the proposed arrangements serve the interests of efficient and economical administration of the Parties' authorized functions.

10. Miscellaneous.

10.1. If either party fails to perform in accordance with the terms and conditions of this Agreement, the party claiming injury from the alleged default shall give the allegedly defaulting party thirty (30) days' written notice to cure such default. In the event the default is not cured within such 30-day period, the party claiming injury may terminate this Agreement.

10.2. Whenever the context of this Agreement requires, the masculine, feminine, or neuter gender and the singular of plural number shall each be deemed to include the others. Any portion of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, which shall remain in full force and effect in accordance with the original intent of the Parties, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

10.3. This is the complete and entire Agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any, but does not amend or modify any other existing agreements on other matters. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, or employee of either party has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the governing body of the party.

10.4. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. It is expressly understood and agreed that in the execution of this Agreement, no Party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims by third parties.

10.5. It is understood and agreed that, under the terms of this Agreement and in providing the services, User personnel are not employees of LIVE OAK for any purpose. This Agreement does not create any partnership, employee, fiduciary, insurance, or agency relationship between the Parties or any of their agents, employees, volunteers, or officers. No Party to this Agreement will be responsible for the acts of the other Party or any agent or officer of the other Party by virtue of this Agreement, except as may be decreed against that Party by a judgment of a court of competent jurisdiction.

10.6. Nothing in this Agreement is intended to waive any immunity from suit or liability to which a Party may be entitled by law, except for acts in violation of the criminal laws.

10.7. Neither Party shall be liable for delays, nonperformance, damage or losses due to causes beyond its reasonable control, including but not limited to action of the elements, severe weather, fires, floods, sabotage, government or regulatory action including withholding of approvals, strikes, embargoes, or delays beyond the control of vendors or contractors.

10.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Jurisdiction and venue for any litigation between the Parties shall be exclusively in the state courts located in Bexar County, Texas.

10.9. This Agreement and its attachments may be signed in several counterparts, each of which shall be an original for all purposes but all of which taken together shall constitute a single agreement. Headings used in this Agreement are for convenience and shall not control the meaning or interpretation of this Agreement.

10.10. The Parties agree to conduct periodic reviews at the request of either Party to coordinate operations and related administrative or management activities with regard to the services. The Parties may loan equipment to each other in furtherance of this Agreement, but any such equipment shall remain the property of the loaning agency and must be returned after requested within a reasonable period of time to insure non-interruption of official duties and services.

10.11. This Agreement is binding on and shall inure to the benefit of the Parties and their successors and assigns; provided, however, neither Party shall assign this Agreement without written consent from the other.

10.12. By executing this Agreement, the individuals signing below acknowledge and warrant they are duly authorized and are acting with full authority to bind their respective Parties and their respective governing board or council to these terms and conditions.

USER City of Schertz

By: _____
Name Mr. John Kessel
Title City Manager

Date: _____

CITY OF LIVE OAK, TEXAS

By: _____
Name Matthew Smith
Title City Manager

Date: _____

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: City Secretary
Subject: Ordinance 26-M-028 - Amending City Council Rules of Conduct and Procedure (Mayor/S.Edmondson/S.Courney)

BACKGROUND

The City Council held a workshop at the Regular City Council meeting on June 17, 2025, to discuss amendments to the City Council Rules of Conduct and Procedure Article 2.2B Absences, Article 7.6 Ordinances - Two Readings, and Article 11 Boards, Committees, and Commissions. Changes approved by Council were notated in the Meeting Minutes passed and approved on July 1, 2025. These amendments have been incorporated into Ordinance 26-M-028 Council Rules of Conduct and Procedures.

Additionally, a subcommittee consisting of Mayor Ralph Gutierrez, Councilmember Michelle Watson, Councilmember Allison Heyward, City Manager Steve Williams, and Deputy City Secretary Sheree Courney met on July 3, 2025, to develop a City Council Training and Travel Policy. The results of that meeting have been incorporated into the City Council Rules of Conduct and Procedures as Article 14.

Attachments

Ordinance 26-M-028
Ordinance 26-M-028_redlined

ORDINANCE 26-M-028

AN ORDINANCE BY THE CITY OF SCHERTZ AUTHORIZING AND AMENDING CITY COUNCIL RULES OF CONDUCT AND PROCEDURE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Schertz has previously adopted Rules of Conduct and Procedure for the conduct of meetings of the City Council 23-M-28; and

WHEREAS, the City Council discussed the following changes at their meeting of June 17, 2025; and

WHEREAS, on July 3, 2025, a subcommittee of the City Council created a City Council Training and Travel Policy; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend, update, and clarify the Rules of Conduct and Procedure as they relate to the placement of Ordinances on final reading and addition of Article 14. City Council Training and Travel Policy.

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

SECTIONS OF THE CHANGES IN THE UPDATED CITY COUNCIL RULES OF CONDUCT AND PROCEDURE

Section 1. That the City Council's Rules of Conduct and Procedure are amended as follows:

- a) Table of Contents section 7.6: edited to remove references to two readings;
- b) Article 6: updated to include Deputy City Manager where appropriate;
- c) Section 7.6: language updated to be consistent with City Charter and state law as applicable as it relates to ordinances;
- d) Article 11: updates to membership restrictions on City Boards, Committees, and Commissions as approved by Council on June 17, 2025; and
- e) Article 14: City Council Training and Travel Policy added to Council Rules and Procedures; and
- f) Minor edits for grammatical and spelling errors.

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

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

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

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

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

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

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

City of Schertz

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY OF SCHERTZ

CITY COUNCIL

RULES OF CONDUCT AND PROCEDURE

These Rules of Conduct and Procedure (these “Rules”) are intended to provide an understandable and workable structure for City Council meetings.

These Rules shall serve to aid the conduct of public business at Council meetings, to facilitate communication at Council meetings among Councilmembers and between Councilmembers and City staff and members of the public, and to promote confidence in the citizens that their government is performing its duties with the highest of ethical standards and with a genuine interest in the well-being of the community.

These Rules are in all events subject to the City Charter and applicable provisions of State law, including the Texas Open Meetings Act.

As a part of these Rules, the Council has established the following Code of Conduct for the Mayor and all Councilmembers:

- Address the merits of the issues — no personal attacks.
- Focus on representing the interests of all citizens.
- Attempt to resolve personal conflicts among Councilmembers internally before speaking publicly.
- Assume positive intentions — don’t look for hidden agendas.
- Observe the City’s written Rules of Conduct and Procedure.
- When others are speaking, listen with an open mind.
- Recognize that inappropriate public disclosure of confidential information can be detrimental to the city and its citizens.
- Understand that “majority rules”. Once a vote is taken, if you are in the minority agree to disagree and move on. Recognize that a majority view, when expressed in a vote, becomes an expression of City policy.
- Coordinate all requests of the city staff through the City Manager.

TABLE OF CONTENTS

ARTICLE 1 AUTHORITY

1.1 City Charter.....	1
1.2 Effective Date; Amendment.....	1

ARTICLE 2 GENERAL RULES

2.1 Meetings To The Public.....	1
2.2 Attendance.....	1
2.3 Minutes Of Meetings.....	2
2.4 Questions To Contain One Subject.....	2
2.5 Right To The Floor.....	2
2.6 City Manager.....	2
2.7 City Attorney.....	2
2.8 City Secretary.....	2
2.9 Officers And Employees.....	2
2.10 Rules Of Order.....	2
2.11 Suspension Of Rules.....	2
2.12 Amendment To Rules.....	2
2.13 Matters Not Addressed By Rules.....	2

ARTICLE 3 TYPES OF MEETINGS

3.1 Regular Meetings.....	3
3.2 Special Meetings	3
3.3 Recessed Meetings	3
3.4 Adjourned Meetings	3
3.5 Closed Sessions.....	3
3.6 Emergency Meetings	3

ARTICLE 4 PRESIDING OFFICER AND DUTIES

4.1 Mayor.....	3
4.2 Call To Order.....	3
4.3 Preservation Of Order	3
4.4 Rulings By Presiding Officer.....	3
4.5 Questions To Be Stated.....	4

4.6 Substitution Of Mayor.....	4
--------------------------------	---

**ARTICLE 5
APPOINTMENT PROCEDURES**

5.1 Appointment Procedure For The Mayor Pro Tem.....	4
5.2 Appointment Procedure For A Councilmember.....	4

**ARTICLE 6
ORDER OF BUSINESS**

6.1 Agenda.....	5
6.2 Communication To Mayor And Council.....	6
6.3 Approval Of Minutes.....	6
6.4 Presentations By Members Of Council.....	6
6.5 Consent Agenda.....	6

**ARTICLE 7
CONSIDERATION OF ORDINANCES, RESOLUTIONS, AND MOTIONS**

7.1 Printed, Typewritten, Or Electronic Form.....	7
7.2 City Manager Review.....	7
7.3 City Attorney To Approve.....	7
7.4 Funding.....	7
7.5 Reading Of Caption.....	7
7.6 Ordinances.....	7
7.7 Recording Of Votes.....	7
7.8 Vote Required.....	7
7.9 Tie Vote.....	7
7.10 Numbering Ordinances And Resolutions.....	7
7.11 Ordinance Passage Procedure.....	7

**ARTICLE 8
RULES OF DECORUM**

8.1 Recognition Of Presiding Officer.....	7
8.2 Order.....	7
8.3 Presiding Officer.....	8
8.4 Improper References To Be Avoided.....	8
8.5 Interruptions.....	8

**ARTICLE 9
MOTIONS AND MEETING PROCEDURES**

9.1 Motions.....	8
9.2 Debate.....	8
9.3 Motion Procedures.....	8
9.4 Point Of Privilege.....	10
9.5 Point Of Procedure Or Order.....	10
9.6 To Appeal A Ruling.....	10
9.7 To Recess.....	10
9.8 To Withdraw.....	11
9.9 To Postpone Or Extend.....	11
9.10 To Refer.....	11
9.11 To Amend.....	11
9.12 To Limit Or Close Debate Or "Call The Question".....	11
9.13 To Count The Vote.....	11
9.14 To Take Action Or Reconsider An Action: Main Motions.....	12
9.15 To Take Action Or Rescind Motion.....	12
9.16 To Take Action: Main Motions.....	12
9.17 Effect Of Abstentions.....	12

**ARTICLE 10
ENFORCEMENT OF DECORUM**

10.1 Warning.....	13
10.2 Removal.....	13
10.3 Resisting Removal.....	13
10.4 Motions To Enforce.....	13
10.5 Adjournment.....	13

**ARTICLE 11
CREATION OF COMMITTEE**

11.1 Standing Committees.....	13
11.2 Special Committees.....	14

**ARTICLE 12
CITIZENS' RIGHTS**

12.1 Addressing The Council.....	14
12.2 Manner Of Addressing The Council - Time Limit.....	14
12.3 Personal And Slanderous Remarks.....	14

12.4 Public Hearings.....	14
12.5 Written Communications.....	15
12.6 Hearing Of Residents.....	15

**ARTICLE 13
COUNCIL AND STAFF RELATIONS**

13.1 City Manager To Provide Information.....	15
13.2 City Manager's Responses To Requests.....	16
13.3 Directions To City Manager.....	16
13.4 City Manager's Duty To Inform.....	16
13.5 Customer Concerns.....	16
13.6 City Manager/Council Relations.....	16

**ARTICLE 14
CITY COUNCIL TRAINING AND TRAVEL POLICY**

14.1 Training For Council.....	17
14.2 Authorized Training Opportunities.....	17
14.3 Authorized Training Not Listed.....	17
14.4 Webinar Participation.....	17
14.5 Notification And Registration Process.....	17
14.6 Travel Expenses.....	18
14.7 City's Credit Card Policy.....	18
14.8 Annual Budget Limits And Discretionary Approval.....	18
14.9 Official Invitations And Representation.....	18
14.10 Policy Compliance.....	18

**ARTICLE 1.
AUTHORITY**

- 1.1 City Charter. Section 4.09 (d) of the City Charter provides that the Council shall, by ordinance, determine its own rules and order of business.
- 1.2 Effective Date; Amendment. These Rules shall be in effect upon their adoption by the Council and until such time as they are amended, or new rules are adopted. In the event of a conflict between these Rules and the Charter, the Charter shall govern over these Rules. In the event of a conflict between these Rules and State law, State law shall take precedence.

**ARTICLE 2.
GENERAL RULES**

- 2.1 Meetings to be Public. All meetings of the Council and all meetings of committees composed of a quorum of the Council shall be open to the public as provided by State law, except when State law allows closed or Closed sessions for certain limited topics.
- 2.2 Attendance. Councilmembers shall attend all meetings of the Council. Absence of a Councilmember from a meeting shall be managed in accordance with 2.2 B.

A. Quorum. Four members of the Council, not including the Mayor, shall constitute a quorum. In the absence of the Mayor, the Mayor Pro Tem or other presiding officer shall be counted for purpose of determining the existence of a quorum. If a quorum is not present, those in attendance will be named, and they may recess to a later time as permitted by State law or may hear business before them, taking no official action.

B. Absences. In the event a Councilmember is unable to attend a meeting of the Council, the Councilmember shall notify either the Mayor or the City Secretary as soon as they become aware that they will be unable to attend. Notification may be accomplished via e-mail or telephone and must include the reason for the absence. The Mayor or presiding officer will annotate the absence at the Council meeting for the record.

Absences from meetings of the City Council that are due to occupational or business demands, personal or family illness or absence from the city shall be approved by the Council as excused.

The City Secretary shall annotate the Councilmember's absence and the reason therefore in the minutes of the meeting from which the Councilmember is absent. Council approval of the subject minutes shall ratify the absence and the reason given therefore and thus excuse the absence. If a Councilmember raises an objection to the absence or the reason given therefore at the time the minutes are to be approved, the matter may be place on a future agenda for debate, discussion and further consideration.

C. Due to the challenges of connectivity, audio quality and equipment standards required, videoconferencing will not be permitted.

- 2.3 Minutes of Meetings. An account of all proceedings of the Council shall be kept by the City Secretary and shall constitute the official record of the Council. Such Minutes, after being approved by the Council (except any closed or closed session portion), shall be open to public inspection. The City Secretary shall provide an index showing the action of the Council in regard to all matters before it at both regular and special meetings. A recording or “certified agenda” of each closed session shall be made and maintained as required by State law.
- 2.4 Questions to Contain One Subject. All questions submitted for a vote shall contain only one subject. If two or more subjects are involved, any Councilmember may require a division, if the subjects can be reasonably divided.
- 2.5 Right to the Floor. Subject to Section 8.5, any Councilmember or member of City staff desiring to speak shall be recognized by the Mayor (or the presiding officer in the Mayor’s absence) at an appropriate time and shall confine his/her remarks to the subject under consideration or to be considered.
- 2.6 City Manager. The City Manager or the Acting City Manager shall attend all meetings of the Council unless excused. The City Manager may make recommendations to the Council and shall have the right to take part in all discussions of the Council but shall have no vote. The City Manager shall be notified of all special meetings of the Council.
- 2.7 City Attorney. The City Attorney shall attend all meetings of the Council as required by the Council or as requested by the City Manager, and shall, upon request of the Council or the City Manager, give an opinion, either written or oral, on questions of law.
- 2.8 City Secretary. The City Secretary and/or the Deputy City Secretary shall attend all meetings of the Council, unless excused, and shall keep the official minutes.
- 2.9 Officers and Employees. Any officer or employee of the City, when requested by the City Manager, shall attend meetings of the Council. If requested to do so by the City Manager, they shall present information relating to matters before the Council.
- 2.10 Rules of Order. Part 8 of these Rules shall govern the proceedings of the Council.
- 2.11 Suspension of Rules. Any provision of these Rules not required by the Charter or State law may be temporarily suspended by a majority vote of the Councilmembers who are present. The vote of each person on any such suspension shall be entered in the minutes.
- 2.12 Amendment to Rules. These Rules may be amended, or new rules adopted, by a duly adopted ordinance.
- 2.13 Matters Not Addressed by Rules. Issues of the conduct or procedure of public meetings not addressed by these Rules, the Charter, or State law shall be determined by the Mayor (or the presiding officer in the Mayor’s absence).

**ARTICLE 3.
TYPES OF MEETINGS**

- 3.1 Regular Meetings. The Council shall hold regularly scheduled meetings as provided by the Code of Ordinances, Part II, Section 2-2. The Council may also hold regularly scheduled meetings which may be designated by the Council as “workshop” sessions.
- 3.2 Special Meetings. Special meetings may be called by the Mayor, the City Manager, or any three (3) members of the Council. The call for a special meeting shall be filed with the City Secretary in written form, except that announcement of a special meeting during any regular meeting at which all members are present shall be sufficient notice of such special meeting. The call for a special meeting shall specify the day, hour, and place of the special meeting and shall identify the subject or subjects to be considered.
- 3.3 Recessed Meetings. Subject to State law, any meeting of the Council may be recessed to a later time, provided that no recess shall be for a longer period than until the next regular meeting.
- 3.4 Adjourned Meetings. Any meeting of the Council that has been adjourned may not be reconvened except by a motion to reconsider prior to any Councilmember’s departure from the Council chamber. See Sections 9.3 and 9.4.
- 3.5 Closed Sessions. Closed sessions may only be held in accordance with state law.
- 3.6 Emergency Meetings. In case of emergency or urgent public necessity, an emergency meeting may be called as a special meeting as set forth in Section 3.2, however, an emergency meeting may not be held unless authorized by, and notice is given in accordance with State law.

**ARTICLE 4.
PRESIDING OFFICER AND DUTIES**

- 4.1 Mayor. The Mayor, if present, shall preside at all meetings of the Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both the Mayor and the Mayor Pro Tem, the most senior Councilmember (by time of service on the Council) present shall preside.
- 4.2 Call to Order. Each meeting of the Council shall be called to order by the Mayor, or in the Mayor’s absence, by the Mayor Pro Tem. In the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called to order by the most senior Councilmember (by time of service on the Council) present.
- 4.3 Preservation of Order. The presiding officer shall preserve order and decorum, prevent personalities from becoming involved during debate or the impugning of members’ motives, and confine Councilmembers in debate to the question under discussion.
- 4.4 Rulings by Presiding Officer. The presiding officer shall rule on points of privilege, points of procedure or order, and withdrawals of motions, subject to the right of any member to appeal to the Council as set forth in Article 9 of these Rules. See Sections 9.3, 9.4, 9.5, 9.6, and 9.8.

- 4.5 Questions to be Stated. The presiding officer shall state all questions submitted for a vote and announce the result.
- 4.6 Substitution of Mayor. In the event the Mayor must relinquish the chair, the Mayor shall call upon the Mayor Pro Tem to preside if the Mayor Pro Tem is present. If the Mayor Pro Tem is not present, the Mayor may call upon the most senior Councilmember (by time of service on the Council) present to preside, but such substitution shall not continue beyond adjournment of that meeting.

ARTICLE 5. APPOINTMENT PROCEDURES

Article 5 Section 5.1 Appointment Procedure for the Mayor Pro Tem.

- (a) The Council will discuss, and with a majority vote, appoint the Councilmember to serve as the Mayor Pro Tem for the City.
- (b) The appointed Mayor Pro Tem must be a Councilmember and must meet the qualifications of Section 4.02 of the City Charter. In addition, to be appointed to the position of Mayor Pro Tem, a Councilmember must be an elected member of Council and a member in good standing.
- (c) Term dates for the Mayor Pro Tem position will begin in February and August of each year (the election dates offset by three (3) months). Terms will sequentially rotate according to Councilmember place.
- (d) If the Councilmember place that is up for appointment as Mayor Pro Tem is vacant or is held by a Councilmember who is not qualified to serve as Mayor Pro Tem, the Mayor Pro Tem appointment will go to the next qualified Councilmember.
- (e) The position will have a term of office of six (6) months.
- (f) The appointed Mayor Pro Tem may be removed by Council by a two-thirds (2/3) majority vote of the members of Council at any time during his or her term.
- (g) Council reserves the right to alter this procedure at any time by resolution or rule.

5.1 Appointment Procedure for a Councilmember.

- (a) The Council may appoint a Councilmember to a vacant seat as authorized by Section 4.06 of the City Charter.
- (b) The Council will announce and advertise on the City's website and in the City's newspaper of record that applications are being accepted for a vacant position on Council.
- (c) A due date for applications to be submitted will be set.
- (d) Applicants must meet the qualifications for a Councilmember set forth in Section 4.02

of the City Charter.

- (e) Applications will be received by the City Secretary's office and distributed to all Councilmembers.
- (f) An interview date will be set and posted for a public meeting.
- (g) Interviews of prospective candidates will be held in a public forum by a quorum of Councilmembers.
- (h) Councilmembers will discuss, and appoint by majority vote, the new member of Council at either the same meeting as the interviews or at a subsequent Council meeting.
- (i) The Council is the final judge of whether a candidate is qualified to serve as a Councilmember as set forth in Section 4.03 of the City Charter.
- (j) Council reserves the right to alter this procedure at any time by resolution or rule.

ARTICLE 6. ORDER OF BUSINESS

6.1 Agenda. The City Manager and the City Secretary shall prepare an agenda for each meeting of the Council. Items may be placed on the agenda by the City Manager (or in his absence any Assistant City **Manager**), the Mayor, or any Councilmember, except that a Councilmember directing that an item or items be placed on an agenda must do so in open session, during a properly posted meeting of the Council.

Items placed on the agenda by the City Manager (or in his absence the Deputy City Manager or Assistant City Manager) may be removed only by the City Manager (or the Deputy City Manager or Assistant City Manager) and he/she may do so at any time that permits the agenda for the Council meeting to be properly posted by the City Secretary's Office under the Texas Open Meetings Act.

Items placed on an agenda by the Mayor may be removed only by the Mayor, and he/she may do so at any time that permits the agenda for the Council meeting to be properly posted by the City Secretary's Office under the Texas Open Meetings Act.

Items placed on the agenda by a Councilmember may be removed only by that specific Councilmember, and he/she may do so at any time that permits the agenda for the Council meeting to be properly posted by the City Secretary's Office under the Texas Open Meetings Act.

- (a) Information Required. Any item to be on the agenda must be provided to the City Manager pursuant to a procedure established and modified by the City Manager from time to time. Each item on the agenda must contain sufficient information so that full disclosure of the item to be addressed is present so as to alert the Council and the public of the topic to be considered.
- (b) Order of Listing Items: Sponsor and Responsible Staff. The agenda shall list all items

for consideration in a format recommended by the City Manager. The name of the person or persons placing an item on the agenda and the name of any expected staff presenter shall be stated on the agenda.

- (c) Copy Provided to Mayor and Councilmembers. The City Secretary shall furnish the Mayor and each Councilmember a copy of the agenda, including the proposed ordinances, resolutions, petitions, notices, or other materials as required. Copies of attachments and background material will generally be provided for the initial presentation only and should be retained by the Mayor and the Councilmembers until such time as the item is finalized.
 - (d) Copy Available to Public. A copy of the agenda, with or without attachments as determined by the City Manager, shall be made available to the public at City Hall prior to the meeting. Copies of the agenda shall be available to the public at the meeting.
 - (e) Order: Exception. The ordinances, resolutions, and other proposed actions shall be taken up and disposed of by the Council in the order listed in the agenda, subject to the right of the presiding officer to take up matters in a different order.
 - (f) Chair Shall Not Entertain Objections. An agenda item properly placed on a future agenda by a member of Council during open session shall not be subject to objection by another member.
- 6.2 Communication to Mayor and Council. The City Manager shall provide the Council with a copy of each ordinance or resolution and appropriate analysis of items proposed to be acted upon by the Council at a meeting. These communications shall be delivered to the Mayor and Councilmembers along with the agenda. This information should also be retained by the Mayor and Councilmembers until such time as the item is finalized. Staff members, in making presentations to Council at a meeting of the Council, should endeavor to restrict their presentations to five (5) minutes, excluding responses to questions by the Mayor and/or Councilmembers.
- 6.3 Approval of Minutes. Minutes may be approved without public reading if the City Secretary has previously furnished the Mayor and each Councilmember with a copy thereof.
- 6.4 Presentations by Members of Council. The agenda shall provide a time when the Mayor and each Councilmember may bring before the Council any business that person believes should be brought up during the “Requests by Mayor and Councilmembers” and “Announcements by Mayor and Councilmembers” portions of the agenda. These matters need not be specifically listed on the agenda unless the person desiring to make a comment knows prior to posting of the agenda that he/she will make such comment. In response to an unposted comment, there (1) may only be a statement of factual information in response, (2) a recitation of existing City policy, or (3) discussion regarding a proposal to place the subject on the agenda for a subsequent meeting.
- 6.5 Consent Agenda. At the direction of the City Manager (or in his absence the Deputy City Manager or Assistant City Manager) with respect to items believed to be non-controversial, the City Secretary shall place multiple items on a “Consent Agenda” portion of the agenda, subject to the right of the Mayor or any Councilmember to request at the meeting that any one

or more of such items be removed from the Consent Agenda for individual consideration. Readings of ordinances shall be posted for individual consideration and shall not be included on the Consent Agenda.

ARTICLE 7.
CONSIDERATION OF ORDINANCES, RESOLUTIONS, AND MOTIONS

- 7.1 Printed, Typewritten, or Electronic Form. All ordinances and resolutions shall be presented to the Council only in printed, typewritten, or electronic form.
- 7.2 City Manager Review. All ordinances and resolutions shall be reviewed by the City Manager or his designee.
- 7.3 City Attorney to Approve. All ordinances and resolutions shall be approved as to form and legal content by the City Attorney, when requested by the Mayor or the City Manager.
- 7.4 Funding. All actions authorizing an expenditure of money shall include the exact source of the funds to be expended.
- 7.5 Reading of Caption Only. Upon being introduced, each proposed ordinance or resolution shall be read by caption only.
- 7.6 Ordinances. Ordinances introduced at a Council meeting shall be adopted in accordance with the city charter and state law as applicable.
- 7.7 Recording of Votes. The ayes and nays shall be taken upon the consideration of all ordinances and resolutions and shall be entered in the minutes of the Council.
- 7.8 Vote Required. Approval of every ordinance, resolution, or motion, unless otherwise required by these Rules, the Charter, or State law, shall require the affirmative vote of four (4) Councilmembers who are present and eligible to vote.
- 7.9 Tie Vote. In the event of a tie in votes on any motion, the Mayor shall cast the decisive vote in accordance with Section 4.05 of the Charter. Other Councilmembers acting as presiding officer shall not be restricted to voting only in the event of a tie.
- 7.10 Numbering Ordinances and Resolutions. The City Secretary shall assign a number to each ordinance or resolution within the records of the City.
- 7.11 Ordinance Passage Procedure. After passage, an ordinance shall be signed by the presiding officer and shall be attested by the City Secretary or Deputy City Secretary, and it shall be filed and thereafter preserved in the office of the City Secretary.

ARTICLE 8.
RULES OF DECORUM

- 8.1 Recognition by presiding officer. Subject to Section 8.5, No person shall address the Council without first being recognized by the presiding officer.

- 8.2 Order. While the Council is in session, the Councilmembers must preserve the order and decorum of the meeting, and a Councilmember shall neither, by statement or otherwise, delay or interrupt the proceedings or the peace of the Council or disturb any other Councilmember while speaking or refuse to obey the orders of the presiding officer. Councilmembers are expected to remain on the dais during a Council meeting unless they have good cause to vacate.
- 8.3 Presiding Officer. The Mayor or Mayor Pro Tem or such other member of the Council who is serving as the presiding officer may participate in debate, subject only to such limitations of debate as are the rights and privileges of a Councilmember by reason of such Councilmember acting as the presiding officer. If the presiding officer is engaged in debate and is, at the insistence of four (4) Council members, abusing the position of the presiding officer, the presiding officer must relinquish the chair to the Mayor Pro Tem, or in his/her absence, to the next most senior Councilmember (by time of service on the Council) present. The Mayor Pro Tem or such other member, other than the Mayor, who is serving as presiding officer may move, second, and debate from the chair, subject only to such limitations of debate as are the rights and privileges of a Councilmember by reason of the member acting as the presiding officer.
- 8.4 Improper References to be Avoided. When a Councilmember has the floor pursuant to Section 2.5 or 8.5, he/she shall avoid all references to personalities and indecorous language.
- 8.5 Interruptions. A Councilmember, once recognized, shall not be interrupted by the Mayor or another Councilmember when speaking unless it is to raise a point of privilege (Section 9.4) or a point of procedure or order (Section 9.5), or to enter a motion to withdraw a previously stated motion (Section 9.8), or as otherwise provided in these Rules. If a Councilmember, while speaking, is interrupted as set forth herein, the Councilmember so interrupted should cease speaking until the question is determined.

ARTICLE 9. MOTIONS AND MEETING PROCEDURES

- 9.1 Motions. A Councilmember, after he/she obtains the floor, or the Mayor may make a motion on the particular subject of discussion, or a procedural point as permitted. A “Second” to the motion, if required, must be made by a Councilmember who did not make the motion within a reasonable but brief time period. The Mayor may not “Second” a motion. A motion or a “Second” merely implies that the maker of the motion and the person who “Seconds” agree that the motion should come before the meeting and not that he/she necessarily favors the motion. Without a “Second”, if required, the motion dies.
- 9.2 Debate. Debate, if permitted, must be limited to the merits of the issue under discussion as stated by the presiding officer.
- 9.3 Motion Procedures. There are twelve (12) types of motions in three (3) categories: Meeting Conduct Motions (4 types), Disposition Motions (7 types), and Main Motions

(1 type)¹. When any motion is pending, any motion listed above it on the chart below is in order; those below it is out of order.

Motion	May Interrupt Speaker	Second Required	Debatable	Amendable	Resolved by Chair No Vote	Affirmative Vote by 4 Councilmembers	2/3 Vote
A. Meeting Conduct Motions							
1. point of privilege	yes	no	no	no	yes	no	no
2. point of procedure or order	yes	no	no	no	yes	no	no
3. to appeal a ruling	no	yes	yes	no	no	yes	no
4. to recess	no	yes	yes	yes	no	yes	no
B. Disposition Motions							
5. to withdraw	yes	no	no	no	yes	no	no
6. to postpone	no	yes	yes	yes	no	yes	no
7. to refer	no	yes	yes	yes	no	yes	no
8. to amend	no	yes	yes	yes	no	yes	no
9. to limit or close debate or "call the question"	no	yes	yes	yes	no	no	yes
10. to extend debate	no	yes	yes	yes	no	yes	no
11. to count the vote	no	yes	no	no	no**	no	no
C. Main Motions							

12. to reconsider	yes	yes	if original motion was debatable	no	no	yes	no
13. to rescind	no	yes	yes	yes	no	no	yes
14. to take action	no	yes	yes	yes	no	yes***	no

¹ Sections 9.3 through 9.14 are included by permission of Donald A. Tortorice, The Modern Rules of Order, ABA Publishing, 2nd Edition.

** Mandatory if seconded; no vote required.

*** Unless a greater vote is required by the Charter or State Law

9.4 Point of Privilege. A point of privilege, sometimes called a point of personal privilege, is a communication from a Councilmember to the presiding officer, drawing urgent attention to a need for personal accommodation. For example, the point may relate to an inability to see or hear, a matter of comfort, a matter of requested convenience, or an overlooked right of privilege that should have been accorded to the Councilmember(s). In essence, it is a call to the presiding officer for the purpose of assuring a Councilmember's convenient and appropriate participation in the meeting. Because of its urgent nature, a point of privilege can interrupt a speaker. Because it is addressed to the attention of and action by the presiding officer, it cannot be debated or amended, and no vote is required.

9.5 Point of Procedure or Order. A point of procedure, sometimes called a point of order, is a question addressed to the presiding officer, no seconding is required, and either inquiring into the manner of conducting business or raising a question about the propriety of a particular procedure. It is simply an inquiry and is resolved by correction or clarification by the presiding officer. A point of procedure can interrupt a speaker. Because it is addressed to the attention of and action by the presiding officer, a second is not required, and it cannot be debated or amended, and no vote is taken.

9.6 To Appeal a Ruling. Decisions or rulings of the presiding officer are final on questions of procedure, except that any ruling by the presiding officer's ruling can be appealed to a vote of the Council. Whenever a Councilmember questions the appropriateness or essential fairness of the presiding officer, that member can appeal the ruling to a vote of the meeting. If, however, a motion is out of order as a matter of law (not a proper subject of the meeting, improper notice given, etc.), the presiding officer's ruling cannot be appealed. A motion to appeal cannot interrupt a speaker. To prevent frivolous appeals, a second is required. The motion is subject to debate (which should be brief) and, by its nature, is not amendable. To overrule a procedural decision of the presiding officer, an affirmative vote of four (4) Councilmembers is required.

9.7 To Recess. A motion to recess requests a brief interruption of the meeting's business, usually so that an ancillary matter can be addressed, or simply to provide a needed break. Unless stated in the

motion, the period of recess is decided by the presiding officer. If necessary, a recess can extend the meeting from one day to another, subject to State law. The motion cannot interrupt a speaker, and a second is required. It is debatable, it can be amended, and an affirmative vote of four (4) Councilmembers is required.

- 9.8 To Withdraw. Only the maker of the motion can make a motion to withdraw it. It is essentially a communication to the presiding officer that the maker is withdrawing his/her proposal. This is the maker's privilege; thus, it does not require a second. Because the withdrawal motion obviates discussion; it can interrupt a speaker. In addition, because another Councilmember later can make a similar motion, a withdrawal motion is not subject to debate, amendment, or vote. The presiding officer should simply state that the motion is withdrawn, and the meeting should proceed with a new treatment of the issue at hand—or a new issue.
- 9.9 To Postpone or Extend. These motions may arise from a need for further information, a matter of convenience, or for any other reason that will enable the Council to deal with the issue more effectively during the same meeting or at a later time. Unless otherwise specifically provided in the motion itself, a postponed or extension motion can be renewed at a later appropriate time during the meeting or, if properly posted, at a later meeting. This motion cannot interrupt a speaker. It requires a second, it is debatable, and it is amendable (particularly as to postponement, timing), and an affirmative vote of four (4) Councilmembers is required.
- 9.10 To Refer. A motion to refer is typically used to submit an issue to a committee, usually for study leading to a subsequent recommendation. Because it ordinarily disposes the motion for purposes of the current meeting, a motion to refer is subject to the same rules that apply to a main motion. (See Section 9.14). This motion cannot interrupt a speaker, and a second is required. It is debatable and amendable, and an affirmative vote of four (4) Councilmembers is required.
- 9.11 To Amend. A motion to amend proposes a change in the wording of a motion then under consideration. When a motion to amend is pending and an amendment to the amendment is proposed, the presiding officer should focus discussion on the latest amendment, resolve that question, then proceed to the first amendment before continuing discussion on the main motion. Votes on amendments are thus in reverse order of the sequence in which they are proposed. A motion to amend cannot interrupt a speaker. It requires a second, and it is debatable and amendable. An affirmative vote of four (4) Councilmembers is required for approval of the amendment. Note that State law may restrict amendments to proposals that are required to be set forth in the notice of the meeting.
- 9.12 To Limit or Close Debate or "Call the Question". Because the extent to which an issue is discussed rests primarily with discretion of the presiding officer, it is the presiding officer who carries the burden of ensuring that adequate time and discussion are given to differing points of view. A motion to limit or close debate is therefore an overruling of the presiding officer's determination. A motion to close debate is the same as a motion to "call the question". Because this motion affects the most fundamental right of any Councilmember, the right to speak one's views, it is the only procedural motion that requires an affirmative vote of two-thirds of participants voting.
- 9.13 To Count the Vote. A motion to count the vote should be limited to those circumstances where the convenient hearing of "yeas" and "nays" cannot clearly resolve the issue. It represents the right of a Councilmember to have a vote demonstrated by count. That count can be directed by the presiding officer either as a showing of hands or a standing of voting members while the vote

is recorded. Upon completion of the count, the presiding officer announces the result—and final disposition of the issue voted upon. This motion cannot interrupt a speaker. It requires a second; it is neither debatable nor amendable; and, because of the importance of the matter, it should be considered mandatory; thus, no vote is required.

- 9.14 Motion to Reconsider. Allows a main motion to be brought back before the City Council for consideration. May be made only at the meeting at which the vote to be reconsidered was taken. It may be made by any member of City Council. Any City Council member may second it. It can be made while any other question is pending, even if another member has the floor. It requires a majority vote to pass. A motion may only be reconsidered twice. If the reconsideration is moved while another subject is before the City Council, it cannot interrupt the pending business, but, as soon as the pending business has been disposed of the motion has the preference over all other main motions and general business of the agenda. In such a case the Mayor does not state the question on the reconsideration until the immediately pending business is completed.
- 9.15 Motion to Rescind. The motion to rescind is a main motion without any privilege, may only be made when there is nothing else before the City Council and must be made at the same meeting at which the subject matter of the motion was considered, and it requires two thirds vote of the City Council members. It cannot be made if a motion to reconsider has been previously made. The motion to rescind can be applied to votes on all main motions with the following exceptions: votes cannot be rescinded after something has been done as a result of that vote that the City Council cannot undo; or, where a resignation has been acted upon, or one has been appointed to, or expelled from, a committee or office, and was present or was officially notified. In the case of expulsion, the only way to reverse the action afterwards is to restore the person to the committee or office, which requires the same preliminary steps and vote as is required for the original appointment.
- 9.16 To Take Action; Main Motions. Main motions state proposed policy or action on a substantive issue being considered by the Council. As such, the motion is an initial call to take particular action. Although lowest in precedence among all motions, main motions are clearly the most important: through their content, the business decisions of the Council are determined. A main motion can be made only when a prior main motion has been disposed of. It cannot interrupt a speaker; a second is required; it is debatable and amendable; and an affirmative vote of four (4) Councilmembers is required unless a greater vote is prescribed by the Charter or State law.
- 9.17 Effect of Abstentions. action on required Abstentions; Effect of non-required Abstentions. The following rules shall apply when a Council Member abstains from voting on an item:

When the Council Member is Legally Obligated to Abstain

When a Council Member is legally obligated to abstain from voting pursuant to Texas Local Government Code Chapter 171, a local ordinance or the City Charter then the Council Member shall leave the dais and exit City Council Chambers until such time as the debate and vote on the item has been concluded. The City Secretary shall record that the Council Member left the room and abstained from the vote in the official minutes and there shall be no other effect.

When the Council Member has no Legal Obligation to Abstain from Voting.

When a Council Member has no legal obligation to abstain from voting then an abstention shall be

recorded in the minutes as an abstention and shall procedurally be treated as a “no” vote.

**ARTICLE 10.
ENFORCEMENT OF DECORUM**

- 10.1 Warning. All persons other than a recognized speaker shall, at the request of the presiding officer, be silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, the presiding officer may order the person to leave the meeting. The Chief of Police, or such member or members of the Police Department or other persons as the presiding officer may designate, shall be sergeant-at-arms of the Council meetings. If the person so requested does not leave the meeting, the presiding officer may order the sergeant-at-arms to remove such person.
- 10.2 Removal. Any designated sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meeting. Upon instruction of the presiding officer, it shall be the duty of the sergeant at arms to remove from the meeting any person who intentionally disturbs the proceedings of the Council (or successor provision of law).
- 10.3 Resisting Removal. Any person who resists removal by the sergeant-at-arms shall be charged with violating Section 42.05 (a) of the Texas Penal Code.
- 10.4 Motions to Enforce. Any Council member may move to require the presiding officer to enforce these Rules and the affirmative vote of a majority of the Councilmembers present and eligible to vote shall require the presiding officer to do so.
- 10.5 Adjournment. In the event that any meeting is willfully disturbed by a person or groups of persons so as to render the orderly conduct of such meeting unfeasible and when order cannot be restored by the removal of the individuals who are creating the disturbance, the meeting may be adjourned and the remaining business considered at the next regular or a special meeting or, subject to State law, may be recessed to a set time and date.

**ARTICLE 11.
CREATION OF COMMITTEES, BOARDS, AND COMMISSIONS**

- 11.1 Standing Committees. The Council may create committees, boards and commissions to assist in the conduct of the operation of the City government with such duties as the Council may specify not inconsistent with the Charter, the Code of Ordinances, or State law. Membership and selection of members shall be as determined by the Council if not specified by the Charter, the Code of Ordinances, or State law.

- (a) No person may concurrently serve on the Economic Development Corporation Board, the Planning and Zoning Commission, Traffic Safety Advisory Commission, or the Parks and Recreation Advisory Board.

(b) Persons related within the second degree by affinity or consanguinity to the Mayor or any member of the Council shall not be appointed to the Board of Adjustments, Economic Development Corporation Board, Planning and Zoning Commission, Building and Standards Commission, or Tax Increment Reinvestment Zone Board.

No standing committee so appointed shall have powers other than advisory to the Council or to the City Manager, except as otherwise specified by the Charter, the Code of Ordinances, or State law.

- 11.2 Special Committees. The Council may, as the need arises, authorize the appointment of “ad hoc” Council committees. Except where otherwise specifically provided by the Charter, the Mayor and the City Council shall appoint the members of the special committees. Any committee so created shall be given a “mission statement” directing its activities. Any special committee shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Councilmembers present and entitled to vote.

ARTICLE 12. CITIZENS RIGHTS

- 12.1 Addressing the Council. Any person desiring to address the Council by oral communication shall first secure the permission of the presiding officer.
- 12.2 Manner of Addressing the Council _ Time Limit. Each person addressing the Council shall speak at the podium into the microphone (or at another designated location), shall give his/her name and address in an audible tone of voice for the record, and, unless further time is granted by the Council, shall, subject to Section 12.4 below, limit his/her remarks to three (3) minutes or less. A person who addresses the Council through a translator will limit his/her remarks to six (6) minutes or less. All remarks shall be addressed to the Council as a body, and not to any individual member thereof. No person, other than members of the Council or City staff (when requested by the presiding officer) and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council, unless requested or approved by the presiding officer. No questions shall be asked the Councilmembers, except through the presiding officer. Responses to questions may be limited as required by State law.
- 12.3 Personal and Slanderous Remarks. Any person making personal, impertinent, or slanderous remarks, or who shall become boisterous, either while addressing the Council or otherwise while in attendance at a Council meeting, may be requested to leave the meeting, pursuant to Article 10 of these Rules, and may be removed from the meeting if necessary for the conduct of the remainder of the meeting. This is not intended to prohibit public criticism of the Council, including criticism of any act, omission, policy, procedure, program, or service unless such is otherwise prohibited by law.
- 12.4 Public Hearings. After being recognized by the presiding officer, interested persons, or their authorized representatives, may address the Council with respect to the subject matter of a public hearing being conducted. The presiding officer may establish procedures at a public hearing to limit the amount of time (which, unless modified by the presiding officer, shall be as set forth in Section 12.2 above) interested persons may speak, subject to the Councilmembers’ right to appeal the presiding officer’s ruling pursuant to Section 9.6. Subject to modification by the presiding officer,

and subject to the Councilmembers' right of appeal pursuant to Section 9.6, the normal order of a public hearing is as follows: (i) the opening of the hearing and the establishment, if any, of a modified public hearing procedure by the presiding officer; (ii) address to the Council by any interested person(s); (iii) discussion by the Mayor and Councilmembers, including requests for information from City staff or any person(s) who addressed the Council; and (iv) action by the Council, if any is posted on the agenda relating to the hearing.

- 12.5 Public Hearings. After being recognized by the presiding officer, interested persons, or their authorized representatives, may address the Council with respect to the subject matter of a public hearing being conducted. The presiding officer may establish procedures at a public hearing to limit the amount of time (which, unless modified by the presiding officer, shall be as set forth in Section 12.2 above) interested persons may speak, subject to the Councilmembers' right to appeal the presiding officer's ruling pursuant to Section 9.6. Subject to modification by the presiding officer, and subject to the Councilmembers' right of appeal pursuant to Section 9.6, the normal order of a public hearing is as follows: (i) the opening of the hearing and the establishment, if any, of a modified public hearing procedure by the presiding officer; (ii) address to the Council by any interested person(s); (iii) discussion by the Mayor and Councilmembers, including requests for information from City staff or any person(s) who addressed the Council; and (iv) action by the Council, if any is posted on the agenda relating to the hearing.
- 12.6 Written Communications. Interested persons, or their authorized representatives, may address the Council by written communication in regard to any matter concerning the City's business or over which the Council has control at any time by direct mail or by addressing the City Secretary, who shall, at the request of the writer, distribute copies to the Councilmembers. Written statements will not be read or made part of the official meeting record.
- 12.7 Hearing of Residents. There shall be included on the agenda of each City Council meeting, prior to any items listed on the agenda for action to be taken, an item labeled "Hearing of Residents". After being recognized by the presiding officer, members of the public (giving precedence to residents of the City) may address the Council on items on or not on the agenda at that time, providing they have completed the "Hearing of Residents" form, unless authorized by the presiding officer. The form shall be made available to persons wishing to address the Council prior to the calling of the meeting to order and such completed form shall be made available to the presiding officer prior to the calling of the meeting to order. The persons signed up for "Hearing of Residents" must speak during the "Hearing of Residents" portion of the meeting. Councilmember and members of City staff may not discuss unposted items nor take any action thereon except to (1) make a statement of factual information, (2) make a statement of existing City policy, or (3) discuss placing the item on a future agenda. Persons speaking shall be subject to the time limits set forth in Section 12.2, unless otherwise authorized by the presiding officer.

ARTICLE 13. COUNCIL AND STAFF RELATIONS

- 13.1 City Manager to Provide Information. The City Manager is directly responsible for providing information to all the Councilmembers concerning any inquiries by a specific Councilmember. If the City Manager or his staff's time is being dominated or misdirected by a Councilmember, it is his responsibility to inform the Mayor or the Council as a whole.

- 13.2 City Manager's Responses to Requests. The City Manager is expected to respond in a timely manner to the Council and Councilmember's requests. When information is requested, the City Manager will estimate a reasonable time frame for collecting the requested information.
- (a) If the City Manager disagrees with the request, he should say so and explain his position.
 - (b) If the City Manager disagrees with individual directives, he should initiate clarification of the Council's will with regard to the individual Councilmember's request.
 - (c) The City Manager may delegate responsibility for the response as necessary and appropriate, but the City Manager will be responsible for its receipt by the Council in a timely manner.
 - (d) The City Manager should maintain a checklist and timetable for requests and other directives of the Council.
 - (e) All Councilmembers will be provided the same written information when any matter under consideration may be of general concern to the Council. There will be no preferential dissemination of information by the City Manager or his staff.
- 13.3 Directions to City Manager. During meetings of the Council, unless a vote is taken, a consensus of the Councilmembers present will be required to direct the City Manager to take any action.
- 13.4 City Manager's Duty to Inform. The City Manager is responsible for keeping the Council informed. The Council should be provided weekly reports outlining progress on outstanding issues as well as information on new issues and opportunities. Additionally, the Council should be informed of City news prior to release of such information to the community, newspaper(s), or other governmental entities, etc.
- 13.5 Customer Concerns. It is the responsibility of the City Manager to establish procedures for handling customer concerns in all departments with prompt feedback to citizens and Councilmembers.
- 13.6 City Manager/Council Relations. The City Manager should strive to maintain positive relations with the Council by following these guidelines:
- (a) Work to establish mutual trust with the Council.
 - (b) Maintain open lines of communication with the Council and keep Council informed.
 - (c) Inform all Councilmembers of educational opportunities, recognizing that an educated Council is in the City's best interest.
 - (d) Include the Council in City-sponsored employee social events.
 - (e) Conduct orientation sessions for new Councilmembers, including a tour of City buildings and introductions to staff.

ARTICLE 14.
CITY COUNCIL TRAINING AND TRAVEL POLICY

- 14.1 Training for Council. The purpose of the Training and Travel Policy is to ensure that all training and travel undertaken by City Council Members is aligned with his or her official municipal duties, contributes to effective governance, and represents responsible stewardship of public funds. This policy applies to all elected members of the City Council who have not completed the term for which they were elected nor tendered a resignation. Elected officials serving in a hold-over status to ensure the furtherance of governmental business may not participate in city-funded training nor be reimbursed for training received after their official term has ended or they have effectively resigned.
- 14.2 Authorized Training Opportunities. City Council Members are encouraged to participate in professional development and training that enhances his or her understanding of municipal governance, policy development, and public services. Authorized training, workshops, and conferences may be provided by:
- (a) Texas Municipal League (TML) and its affiliates
 - (b) National League of Cities (NLC)
 - (c) Alamo Area Council of Governments (AACOG)
 - (d) Texas Association of Counties (TAC)
 - (e) Texas State Agencies
 - (f) Texas Institutions of Higher Education Certification Programs
- 14.3 Authorized Training Not Listed Above. Other training opportunities not listed above may be considered on a case-by-case basis but must be clearly relevant to municipal duties and approved by the City Council prior to registration, based on the following considerations:
- (a) Relevance to municipal duties - the training should align with the responsibilities and decision-making duties of a city council member.
 - (b) Availability of remaining City Council training funds - training expenses must be within the approved budget for council professional development.
 - (c) Public purpose and benefit to the city - the training should provide measurable or demonstrable value to city governance, operations or community outcomes.
 - (d) Timing and scheduling relative to critical city budget obligations - opportunities may be deferred or denied if conflicting with budget adoption.
- 14.4 Webinar Participation. All webinars must be relevant to municipal duties.
- 14.5 Notification and Registration Process. Before registering for any training or travel, the Council Member must submit a travel form to the City Secretary's Office to verify the availability of training and travel funds. Once confirmation is received, option (a) or (b) is available:
- (a) The Council Member may complete registration on his or her own and book travel (airfare and lodging); or
 - (b) Request the assistance of the City Secretary's Office to complete registration and make travel arrangements on his or her behalf.

All arrangements must comply with the City’s travel guidelines.

- 14.6 Travel Expenses. All municipal business travel expenses, including transportation, lodging, per diem, and incidentals, shall follow the same procedural standards and limits established for City staff. Request for Travel (RT) form should be submitted to the City Secretary to ensure travel (car, flight), hotel accommodation, and per diem is calculated. City-funded travel is limited to official City business, including municipal-related training, conferences, and events in which the Council Member is attending in his or her official capacity. Council Members are expected to exercise fiscal responsibility and seek cost-effective arrangements.
- 14.7 City’s Credit Card Policy. The City of Schertz provides business credit cards to allow for and provide immediate access to goods and/or services, to more easily allow for travel, and to make small purchases with businesses. Individuals issued credit cards may initiate a transaction within the limits of the city’s credit card policy. Receipts must be submitted to the City Secretary’s Office within 10 days of purchase. Note: If per diem is made available for your travel the credit card may not be used as a source of payment for food and beverage purchases. Alcohol purchases on the city credit card are prohibited.
- 14.8 Annual Budget Limits and Discretionary Approval. Each Council Member will be allocated an annual training and travel budget as determined in the City’s adopted budget. If a Council Member’s requested training or travel expenses exceed the allocated amount, City Council shall have the discretion to approve or deny the additional expense, in accordance with Section 14.3 (a) through (d).
- 14.9 Policy Compliance. All Council Members are expected to comply with this policy. Any expenses incurred outside the scope of this policy will be disallowed. The City Secretary’s office shall maintain records of all training and travel for auditing and public transparency purposes.

* * *

Amended: February 3, 2026

DRAFT COPY

ORDINANCE 26-M-028

AN ORDINANCE BY THE CITY OF SCHERTZ AUTHORIZING AND AMENDING CITY COUNCIL RULES OF CONDUCT AND PROCEDURE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Schertz has previously adopted Rules of Conduct and Procedure for the conduct of meetings of the City Council 23-M-28; and

WHEREAS, the City Council discussed the following changes at their meeting of June 17, 2025; and

WHEREAS, on July 3, 2025, a subcommittee of the City Council created a City Council Training and Travel Policy; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend, update, and clarify the Rules of Conduct and Procedure as they relate to the placement of Ordinances on final reading and addition of Article 14. City Council Training and Travel Policy.

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

SECTIONS OF THE CHANGES IN THE UPDATED CITY COUNCIL RULES OF CONDUCT AND PROCEDURE

Section 1. That the City Council's Rules of Conduct and Procedure are amended as follows:

- a) Table of Contents section 7.6: edited to remove references to two readings;
- b) Article 6: updated to include Deputy City Manager where appropriate;
- c) Section 7.6: language updated to be consistent with City Charter and state law as applicable as it relates to ordinances;
- d) Article 11: updates to membership restrictions on City Boards, Committees, and Commissions as approved by Council on June 17, 2025; and
- e) Article 14: City Council Training and Travel Policy added to Council Rules and Procedures; and
- f) Minor edits for grammatical and spelling errors.

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

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

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

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

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

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

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

City of Schertz

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY OF SCHERTZ

CITY COUNCIL

RULES OF CONDUCT AND PROCEDURE

These Rules of Conduct and Procedure (these “Rules”) are intended to provide an understandable and workable structure for City Council meetings.

These Rules shall serve to aid the conduct of public business at Council meetings, to facilitate communication at Council meetings among Councilmembers and between Councilmembers and City staff and members of the public, and to promote confidence in the citizens that their government is performing its duties with the highest of ethical standards and with a genuine interest in the well-being of the community.

These Rules are in all events subject to the City Charter and applicable provisions of State law, including the Texas Open Meetings Act.

As a part of these Rules, the Council has established the following Code of Conduct for the Mayor and all Councilmembers:

- Address the merits of the issues — no personal attacks.
- Focus on representing the interests of all citizens.
- Attempt to resolve personal conflicts among Councilmembers internally before speaking publicly.
- Assume positive intentions — don’t look for hidden agendas.
- Observe the City’s written Rules of Conduct and Procedure.
- When others are speaking, listen with an open mind.
- Recognize that inappropriate public disclosure of confidential information can be detrimental to the city and its citizens.
- Understand that “majority rules”. Once a vote is taken, if you are in the minority agree to disagree and move on. Recognize that a majority view, when expressed in a vote, becomes an expression of City policy.
- Coordinate all requests of the city staff through the City Manager

TABLE OF CONTENTS

**ARTICLE 1
AUTHORITY**

1.1 City Charter..... 1
1.2 Effective Date; Amendment..... 1

**ARTICLE 2
GENERAL RULES**

2.1 Meetings To The Public..... 1
2.2 Attendance. 1
2.3 Minutes Of Meetings 2
2.4 Questions To Contain One Subject..... 2
2.5 Right To The Floor 2
2.6 City Manager 2
2.7 City Attorney 2
2.8 City Secretary..... 2
2.9 Officers And Employees..... 2
2.10 Rules Of Order..... 2
2.11 Suspension Of Rules..... 2
2.12 Amendment To Rules 2
2.13 Matters Not Addressed by Rules 2

**ARTICLE 3
TYPES OF MEETINGS**

3.1 Regular Meetings..... 3
3.2 Special Meetings 3
3.3 Recessed Meetings 3
3.4 Adjourned Meetings 3
3.5 Closed Sessions..... 3
3.6 Emergency Meetings 3

**ARTICLE 4
PRESIDING OFFICER AND DUTIES**

4.1 Mayor..... 3

4.2 Call To Order	3
4.3 Preservation Of Order	3
4.4 Rulings By Presiding Officer.....	3
4.5 Questions To Be Stated.....	4
4.6 Substitution Of Mayor	4

**ARTICLE 5
APPOINTMENT PROCEDURES**

5.1 Appointment Procedure For The Mayor Pro Tem.....	4
5.2 Appointment Procedure For A Councilmember	4

**ARTICLE 6
ORDER OF BUSINESS**

6.1 Agenda	5
6.2 Communication To Mayor And Council	6
6.3 Approval Of Minutes	6
6.4 Presentations By Members Of Council.....	6
6.5 Consent Agenda.....	6

**ARTICLE 7
CONSIDERATION OF ORDINANCES, RESOLUTIONS, AND MOTIONS**

7.1 Printed, Typewritten, Or Electronic Form	7
7.2 City Manager Review	7
7.3 City Attorney To Approve.....	7
7.4 Funding	7
7.5 Reading Of Caption	7
7.6 Ordinances	7
7.7 Recording Of Votes	7
7.8 Vote Required	7
7.9 Tie Vote	7
7.10 Numbering Ordinances And Resolutions	7
7.11 Ordinance Passage Procedure.....	7

**ARTICLE 8
RULES OF DECORUM**

8.1 Recognition Of Presiding Officer	7
--	---

8.2 Order	7
8.3 Presiding Officer	8
8.4 Improper References To Be Avoided	8
8.5 Interruptions	8

**ARTICLE 9
MOTIONS AND MEETING PROCEDURES**

9.1 Motions	8
9.2 Debate	8
9.3 Motion Procedures	8
9.4 Point Of Privilege	10
9.5 Point Of Procedure Or Order	10
9.6 To Appeal A Ruling.....	10
9.7 To Recess	10
9.8 To Withdraw	11
9.9 To Postpone Or Extend.....	11
9.10 To Refer	11
9.11 To Amend	11
9.12 To Limit Or Close Debate Or "Call The Question".....	11
9.13 To Count The Vote	11
9.14 To Take Action Or Reconsider An Action: Main Motions	12
9.15 To Take Action Or Rescind Motion	12
9.16 To Take Action: Main Motions	12
9.17 Effect Of Abstentions	12

**ARTICLE 10
ENFORCEMENT OF DECORUM**

10.1 Warning.....	13
10.2 Removal	13
10.3 Resisting Removal	13
10.4 Motions To Enforce	13
10.5 Adjournment	13

**ARTICLE 11
CREATION OF COMMITTEE**

11.1 Standing Committees	13
11.2 Special Committees	14

**ARTICLE 12
CITIZENS' RIGHTS**

12.1 Addressing The Council	14
12.2 Manner Of Addressing The Council - Time Limit	14
12.3 Personal And Slandorous Remarks	14
12.4 Public Hearings	14
12.5 Written Communications	15
12.6 Hearing Of Residents	15

**ARTICLE 13
COUNCIL AND STAFF RELATIONS**

13.1 City Manager To Provide Information	15
13.2 City Manager's Responses To Requests	16
13.3 Directions To City Manager	16
13.4 City Manager's Duty To Inform	16
13.5 Customer Concerns	16
13.6 City Manager/Council Relations	16

**ARTICLE 14
CITY COUNCIL TRAINING AND TRAVEL POLICY**

14.1 Training For Council	17
14.2 Authorized Training Opportunities	17
14.3 Authorized Training Not Listed	17
14.4 Webinar Participation	17
14.5 Notification And Registration Process	17
14.6 Travel Expenses	18
14.7 City's Credit Card Policy	18
14.8 Annual Budget Limits And Discretionary Approval	18
14.9 Official Invitations And Representation	18
14.10 Policy Compliance	18

ARTICLE 1. AUTHORITY

- 1.1 City Charter. Section 4.09 (d) of the City Charter provides that the Council shall, by ordinance, determine its own rules and order of business.
- 1.2 Effective Date; Amendment. These Rules shall be in effect upon their adoption by the Council and until such time as they are amended, or new rules are adopted. In the event of a conflict between these Rules and the Charter, the Charter shall govern over these Rules. In the event of a conflict between these Rules and State law, State law shall take precedence.

ARTICLE 2. GENERAL RULES

- 2.1 Meetings to be Public. All meetings of the Council and all meetings of committees composed of a quorum of the Council shall be open to the public as provided by State law, except when State law allows closed or Closed sessions for certain limited topics.
- 2.2 Attendance. Councilmembers shall attend all meetings of the Council. Absence of a Councilmember from a meeting shall be managed in accordance with 2.2 B.

A. Quorum. Four members of the Council, not including the Mayor, shall constitute a quorum. In the absence of the Mayor, the Mayor Pro Tem or other presiding officer shall be counted for purpose of determining the existence of a quorum. If a quorum is not present, those in attendance will be named, and they may recess to a later time as permitted by State law or may hear business before them, taking no official action.

B. Absences. In the event a Councilmember is unable to attend a meeting of the Council, the Councilmember shall notify either the Mayor or the City Secretary as soon as they become aware that they will be unable to attend. Notification may be accomplished via e-mail or telephone and must include the reason for the absence. **The Mayor or presiding officer will annotate the absence at the Council meeting for the record.**

Absences from meetings of the City Council that are due to occupational or business demands, personal or family illness or absence from the city shall be approved by the Council as excused.

The City Secretary shall annotate the Councilmember's absence and the reason therefore in the minutes of the meeting from which the Councilmember is absent. Council approval of the subject minutes shall ratify the absence and the reason given therefore and thus excuse the absence. If a Councilmember raises an objection to the absence or the reason given therefore at the time the minutes are to be approved, the matter may be placed on a future agenda for debate, discussion and further consideration.

C. Due to the challenges of connectivity, audio quality and equipment standards required, videoconferencing will not be permitted.

- 2.3 Minutes of Meetings. An account of all proceedings of the Council shall be kept by the City Secretary and shall constitute the official record of the Council. Such Minutes, after being approved by the Council (except any closed or closed session portion), shall be open to public inspection. The City Secretary shall provide an index showing the action of the Council in regard to all matters before it at both regular and special meetings. A recording or “certified agenda” of each closed session shall be made and maintained as required by State law.
- 2.4 Questions to Contain One Subject. All questions submitted for a vote shall contain only one subject. If two or more subjects are involved, any Councilmember may require a division, if the subjects can be reasonably divided.
- 2.5 Right to the Floor. Subject to Section 8.5, any Councilmember or member of City staff desiring to speak shall be recognized by the Mayor (or the presiding officer in the Mayor’s absence) at an appropriate time and shall confine his/her remarks to the subject under consideration or to be considered.
- 2.6 City Manager. The City Manager or the Acting City Manager shall attend all meetings of the Council unless excused. The City Manager may make recommendations to the Council and shall have the right to take part in all discussions of the Council but shall have no vote. The City Manager shall be notified of all special meetings of the Council.
- 2.7 City Attorney. The City Attorney shall attend all meetings of the Council as required by the Council or as requested by the City Manager, and shall, upon request of the Council or the City Manager, give an opinion, either written or oral, on questions of law.
- 2.8 City Secretary. The City Secretary and/or the Deputy City Secretary shall attend all meetings of the Council, unless excused, and shall keep the official minutes.
- 2.9 Officers and Employees. Any officer or employee of the City, when requested by the City Manager, shall attend meetings of the Council. If requested to do so by the City Manager, they shall present information relating to matters before the Council.
- 2.10 Rules of Order. Part 8 of these Rules shall govern the proceedings of the Council.
- 2.11 Suspension of Rules. Any provision of these Rules not required by the Charter or State law may be temporarily suspended by a majority vote of the Councilmembers who are present. The vote of each person on any such suspension shall be entered in the minutes.
- 2.12 Amendment to Rules. These Rules may be amended, or new rules adopted, by a duly adopted ordinance.
- 2.13 Matters Not Addressed by Rules. Issues of the conduct or procedure of public meetings not addressed by these Rules, the Charter, or State law shall be determined by the Mayor (or the presiding officer in the Mayor’s absence).

**ARTICLE 3.
TYPES OF MEETINGS**

- 3.1 Regular Meetings. The Council shall hold regularly scheduled meetings as provided by the Code of Ordinances, Part II, Section 2-2. The Council may also hold regularly scheduled meetings which may be designated by the Council as “workshop” sessions.
- 3.2 Special Meetings. Special meetings may be called by the Mayor, the City Manager, or any three (3) members of the Council. The call for a special meeting shall be filed with the City Secretary in written form, except that announcement of a special meeting during any regular meeting at which all members are present shall be sufficient notice of such special meeting. The call for a special meeting shall specify the day, hour, and place of the special meeting and shall identify the subject or subjects to be considered.
- 3.3 Recessed Meetings. Subject to State law, any meeting of the Council may be recessed to a later time, provided that no recess shall be for a longer period than until the next regular meeting.
- 3.4 Adjourned Meetings. Any meeting of the Council that has been adjourned may not be reconvened except by a motion to reconsider prior to any Councilmember’s departure from the Council chamber. See Sections 9.3 and 9.4.
- 3.5 Closed Sessions. Closed sessions may only be held in accordance with state law.
- 3.6 Emergency Meetings. In case of emergency or urgent public necessity, an emergency meeting may be called as a special meeting as set forth in Section 3.2, however, an emergency meeting may not be held unless authorized by, and notice is given in accordance with State law.

**ARTICLE 4.
PRESIDING OFFICER AND DUTIES**

- 4.1 Mayor. The Mayor, if present, shall preside at all meetings of the Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both the Mayor and the Mayor Pro Tem, the most senior Councilmember (by time of service on the Council) present shall preside.
- 4.2 Call to Order. Each meeting of the Council shall be called to order by the Mayor, or in the Mayor’s absence, by the Mayor Pro Tem. In the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called to order by the most senior Councilmember (by time of service on the Council) present.
- 4.3 Preservation of Order. The presiding officer shall preserve order and decorum, prevent personalities from becoming involved during debate or the impugning of members’ motives, and confine Councilmembers in debate to the question under discussion.
- 4.4 Rulings by Presiding Officer. The presiding officer shall rule on points of privilege, points of procedure or order, and withdrawals of motions, subject to the right of any member to appeal to the Council as set forth in Article 9 of these Rules. See Sections 9.3, 9.4, 9.5, 9.6, and 9.8.

- 4.5 Questions to be Stated. The presiding officer shall state all questions submitted for a vote and announce the result.
- 4.6 Substitution of Mayor. In the event the Mayor must relinquish the chair, the Mayor shall call upon the Mayor Pro Tem to preside if the Mayor Pro Tem is present. If the Mayor Pro Tem is not present, the Mayor may call upon the most senior Councilmember (by time of service on the Council) present to preside, but such substitution shall not continue beyond adjournment of that meeting.

ARTICLE 5. APPOINTMENT PROCEDURES

~~Article 5 Section~~ 5.1 Appointment Procedure for the Mayor Pro Tem.

- (a) The Council will discuss, and with a majority vote, appoint the Councilmember to serve as the Mayor Pro Tem for the City.
- (b) The appointed Mayor Pro Tem must be a Councilmember and must meet the qualifications of Section 4.02 of the City Charter. In addition, to be appointed to the position of Mayor Pro Tem, a Councilmember must be an elected member of Council and a member in good standing.
- (c) Term dates for the Mayor Pro Tem position will begin in February and August of each year (the election dates offset by three (3) months). Terms will sequentially rotate according to Councilmember place.
- (d) If the Councilmember place that is up for appointment as Mayor Pro Tem is vacant or is held by a Councilmember who is not qualified to serve as Mayor Pro Tem, the Mayor Pro Tem appointment will go to the next qualified Councilmember.
- (e) The position will have a term of office of six (6) months.
- (f) The appointed Mayor Pro Tem may be removed by Council by a two-thirds (2/3) majority vote of the members of Council at any time during his or her term.
- (g) Council reserves the right to alter this procedure at any time by resolution or rule.

~~5.1~~ 5.2 Appointment Procedure for a Councilmember.

- (a) The Council may appoint a Councilmember to a vacant seat as authorized by Section 4.06 of the City Charter.
- (b) The Council will announce and advertise on the City's website and in the City's newspaper of record that applications are being accepted for a vacant position on Council.
- (c) A due date for applications to be submitted will be set.
- (d) Applicants must meet the qualifications for a Councilmember set forth in Section 4.02

of the City Charter.

- (e) Applications will be received by the City Secretary's office and distributed to all Councilmembers.
- (f) An interview date will be set and posted for a public meeting.
- (g) Interviews of prospective candidates will be held in a public forum by a quorum of Councilmembers.
- (h) Councilmembers will discuss, and appoint by majority vote, the new member of Council at either the same meeting as the interviews or at a subsequent Council meeting.
- (i) The Council is the final judge of whether a candidate is qualified to serve as a Councilmember as set forth in Section 4.03 of the City Charter.
- (j) Council reserves the right to alter this procedure at any time by resolution or rule.

ARTICLE 6. ORDER OF BUSINESS

6.1 Agenda. The City Manager and the City Secretary shall prepare an agenda for each meeting of the Council. Items may be placed on the agenda by the City Manager (or in his absence ~~any~~the Deputy City Manager or Assistant City ~~Manager~~), the Mayor, or any Councilmember, except that a Councilmember directing that an item or items be placed on an agenda must do so in open session, during a properly posted meeting of the Council.

Items place on the agenda by the City Manager (or in his absence ~~any~~the Deputy City Manager or Assistant City Manager) may be removed only by the City Manager (or ~~any~~the Deputy City Manager or Assistant City Manager) and he/she may do so at any time that permits the agenda for the Council meeting to be properly posted by the City Secretary's Office under the Texas Open Meetings Act.

Items placed on an agenda by the Mayor may be removed only by the Mayor, and he/she may do so at any time that permits the agenda for the Council meeting to be properly posted by the City Secretary's Office under the Texas Open Meetings Act.

Items placed on the agenda by a Councilmember may be removed only by that specific Councilmember, and he/she may do so at any time that permits the agenda for the Council meeting to be properly posted by the City Secretary's Office under the Texas Open Meetings Act.

- (a) Information Required. Any item to be on the agenda must be provided to the City Manager pursuant to a procedure established and modified by the City Manager from time to time. Each item on the agenda must contain sufficient information so that full disclosure of the item to be addressed is present so as to alert the Council and the public of the topic to be considered.
- (b) Order of Listing Items: Sponsor and Responsible Staff. The agenda shall list all items

for consideration in a format recommended by the City Manager. The name of the person or persons placing an item on the agenda and the name of any expected staff presenter shall be stated on the agenda.

- (c) Copy Provided to Mayor and Councilmembers. The City Secretary shall furnish the Mayor and each Councilmember a copy of the agenda, including the proposed ordinances, resolutions, petitions, notices, or other materials as required. Copies of attachments and background material will generally be provided for the initial presentation only and should be retained by the Mayor and the Councilmembers until such time as the item is finalized.
- (d) Copy Available to Public. A copy of the agenda, with or without attachments as determined by the City Manager, shall be made available to the public at City Hall prior to the meeting. Copies of the agenda shall be available to the public at the meeting.
- (e) Order: Exception. The ordinances, resolutions, and other proposed actions shall be taken up and disposed of by the Council in the order listed in the agenda, subject to the right of the presiding officer to take up matters in a different order.
- (f) Chair Shall Not Entertain Objections. An agenda item properly placed on a future agenda by a member of Council during open session shall not be subject to objection by another member.

6.2 Communication to Mayor and Council. The City Manager shall provide the Council with a copy of each ordinance or resolution and appropriate analysis of items proposed to be acted upon by the Council at a meeting. These communications shall be delivered to the Mayor and Councilmembers along with the agenda. This information should also be retained by the Mayor and Councilmembers until such time as the item is finalized. Staff members, in making presentations to Council at a meeting of the Council, should endeavor to restrict their presentations to five (5) minutes, excluding responses to questions by the Mayor and/or Councilmembers.

6.3 Approval of Minutes. Minutes may be approved without public reading if the City Secretary has previously furnished the Mayor and each Councilmember with a copy thereof.

6.4 Presentations by Members of Council. The agenda shall provide a time when the Mayor and each Councilmember may bring before the Council any business that person believes should be brought up during the “Requests by Mayor and Councilmembers” and “Announcements by Mayor and Councilmembers” portions of the agenda. These matters need not be specifically listed on the agenda unless the person desiring to make a comment knows prior to posting of the agenda that he/she will make such comment. In response to an unposted comment, there (1) may only be a statement of factual information in response, (2) a recitation of existing City policy, or (3) discussion regarding a proposal to place the subject on the agenda for a subsequent meeting.

6.5 Consent Agenda. At the direction of the City Manager (or in his absence the Deputy City Manager or an Assistant City Manager) with respect to items believed to be non-controversial, the City Secretary shall place multiple items on a “Consent Agenda” portion of the agenda, subject to the right of the Mayor or any Councilmember to request at the meeting that any one

or more of such items be removed from the Consent Agenda for individual consideration. ~~First readings~~ readings of ordinances shall ~~in all events~~ be posted for individual consideration and shall not be included on the Consent Agenda.

ARTICLE 7. CONSIDERATION OF ORDINANCES, RESOLUTIONS, AND MOTIONS

- 7.1 Printed, Typewritten, or Electronic Form. All ordinances and resolutions shall be presented to the Council only in printed, typewritten, or electronic form.
- 7.2 City Manager Review. All ordinances and resolutions shall be reviewed by the City Manager or his designee.
- 7.3 City Attorney to Approve. All ordinances and resolutions shall be approved as to form and legal content by the City Attorney, when requested by the Mayor or the City Manager.
- 7.4 Funding. All actions authorizing an expenditure of money shall include the exact source of the funds to be expended.
- 7.5 Reading of Caption Only. Upon being introduced, each proposed ordinance or resolution shall be read by caption only.
- 7.6 ~~Ordinances—Ordinances.~~ Ordinances introduced at a Council meeting shall be adopted in accordance with the city charter and state law as applicable.
- 7.7 Recording of Votes. The ayes and nays shall be taken upon the consideration of all ordinances and resolutions and shall be entered in the minutes of the Council.
- 7.8 Vote Required. Approval of every ordinance, resolution, or motion, unless otherwise required by these Rules, the Charter, or State law, shall require the affirmative vote of four (4) Councilmembers who are present and eligible to vote.
- 7.9 Tie Vote. In the event of a tie in votes on any motion, the Mayor shall cast the decisive vote in accordance with Section 4.05 of the Charter. Other Councilmembers acting as presiding officer shall not be restricted to voting only in the event of a tie.
- 7.10 Numbering Ordinances and Resolutions. The City Secretary shall assign a number to each ordinance or resolution within the records of the City.
- 7.11 Ordinance Passage Procedure. After passage, an ordinance shall be signed by the presiding officer and shall be attested by the City Secretary or Deputy City Secretary, and it shall be filed and thereafter preserved in the office of the City Secretary.

ARTICLE 8. RULES OF DECORUM

- 8.1 Recognition by presiding officer. Subject to Section 8.5, No person shall address the Council without first being recognized by the presiding officer.

- 8.2 Order. While the Council is in session, the Councilmembers must preserve the order and decorum of the meeting, and a Councilmember shall neither, by statement or otherwise, delay or interrupt the proceedings or the peace of the Council or disturb any other Councilmember while speaking or refuse to obey the orders of the presiding officer. Councilmembers are expected to remain on the dais during a Council meeting unless they have good cause to vacate.
- 8.3 Presiding Officer. The Mayor or Mayor Pro Tem or such other member of the Council who is serving as the presiding officer may participate in debate, subject only to such limitations of debate as are the rights and privileges of a Councilmember by reason of such Councilmember acting as the presiding officer. If the presiding officer is engaged in debate and is, at the insistence of four (4) Council members, abusing the position of the presiding officer, the presiding officer must relinquish the chair to the Mayor Pro Tem, or in his/her absence, to the next most senior Councilmember (by time of service on the Council) present. The Mayor Pro Tem or such other member, other than the Mayor, who is serving as presiding officer may move, second, and debate from the chair, subject only to such limitations of debate as are the rights and privileges of a Councilmember by reason of the member acting as the presiding officer.
- 8.4 Improper References to be Avoided. When a Councilmember has the floor pursuant to Section 2.5 or 8.5, he/she shall avoid all references to personalities and indecorous language.
- 8.5 Interruptions. A Councilmember, once recognized, shall not be interrupted by the Mayor or another Councilmember when speaking unless it is to raise a point of privilege (Section 9.4) or a point of procedure or order (Section 9.5), or to enter a motion to withdraw a ~~previously stated~~previously stated motion (Section 9.8), or as otherwise provided in these Rules. If a Councilmember, while speaking, is interrupted as set forth herein, the Councilmember so interrupted should cease speaking until the question is determined.

ARTICLE 9. MOTIONS AND MEETING PROCEDURES

- 9.1 Motions. A Councilmember, after he/she obtains the floor, or the Mayor may make a motion on the particular subject of ~~discussion~~discussion, or a procedural point as permitted. A “Second” to the motion, if required, must be made by a Councilmember who did not make the motion within a reasonable but brief time period. The Mayor may not “Second” a motion. A motion or a “Second” merely implies that the maker of the motion and the person who “Seconds” agree that the motion should come before the meeting and not that he/she necessarily favors the motion. Without a “Second”, if required, the motion dies.
- 9.2 Debate. Debate, if permitted, must be limited to the merits of the issue under discussion as stated by the presiding officer.
- 9.3 Motion Procedures. There are twelve (12) types of motions in three (3) categories: Meeting Conduct Motions (4 types), Disposition Motions (7 types), and Main Motions

(1 type)¹. When any motion is pending, any motion listed above it on the chart below is in order; those below it ~~are~~is out of order.

Motion	May Interrupt Speaker	Second Required	Debatable	Amendable	Resolved by Chair No Vote	Affirmative Vote by 4 Councilmembers	2/3 Vote
A. Meeting Conduct Motions							
1. point of privilege	yes	no	no	no	yes	no	no
2. point of procedure or order	yes	no	no	no	yes	no	no
3. to appeal a ruling	no	yes	yes	no	no	yes	no
4. to recess	no	yes	yes	yes	no	yes	no
B. Disposition Motions							
5. to withdraw	yes	no	no	no	yes	no	no
6. to postpone	no	yes	yes	yes	no	yes	no
7. to refer	no	yes	yes	yes	no	yes	no
8. to amend	no	yes	yes	yes	no	yes	no
9. to limit or close debate or "call the question"	no	yes	yes	yes	no	no	yes
10. to extend debate	no	yes	yes	yes	no	yes	no
11. to count the vote	no	yes	no	no	no**	no	no
C. Main Motions							

12. to reconsider	yes	yes	if original motion was debatable	no	no	yes	no
13. to rescind	no	yes	yes	yes	no	no	yes
14. to take action	no	yes	yes	yes	no	yes***	no

¹ Sections 9.3 through 9.14 are included by permission of Donald A. Tortorice, The Modern Rules of Order, ABA Publishing, 2nd Edition.

** Mandatory if seconded; no vote required.

*** Unless a greater vote is required by the Charter or State Law

- 9.4 Point of Privilege. A point of privilege, sometimes called a point of personal privilege, is a communication from a Councilmember to the presiding officer, drawing urgent attention to a need for personal accommodation. For example, the point may relate to an inability to see or hear, a matter of comfort, a matter of requested convenience, or an overlooked right of privilege that should have been accorded to the Councilmember(s). In essence, it is a call to the presiding officer for the purpose of assuring a Councilmember's convenient and appropriate participation in the meeting. Because of its urgent nature, a point of privilege can interrupt a speaker. Because it is addressed to the attention of and action by the presiding officer, it cannot be debated or amended, and no vote is required.
- 9.5 Point of Procedure or Order. A point of procedure, sometimes called a point of order, is a question addressed to the presiding officer, no seconding is required, and either inquiring into the manner of conducting business or raising a question about the propriety of a particular procedure. It is simply an inquiry and is resolved by correction or clarification by the presiding officer. A point of procedure can interrupt a speaker. Because it is addressed to the attention of and action by the presiding officer, a second is not required, and it cannot be debated or amended, and no vote is taken.
- 9.6 To Appeal a Ruling. Decisions or rulings of the presiding officer are final on questions of procedure, except that any ruling by the presiding officer's ruling can be appealed to a vote of the Council. Whenever a Councilmember questions the appropriateness or essential fairness of the presiding officer, that member can appeal the ruling to a vote of the meeting. If, however, a motion is out of order as a matter of law (not a proper subject of the meeting, improper notice given, etc.), the presiding officer's ruling cannot be appealed. A motion to appeal cannot interrupt a speaker. To prevent frivolous appeals, a second is required. The motion is subject to debate (which should be brief) and, by its nature, is not amendable. To overrule a procedural decision of the presiding officer, an affirmative vote of four (4) Councilmembers is required.
- 9.7 To Recess. A motion to recess requests a brief interruption of the meeting's business, usually so that an ancillary matter can be addressed, or simply to provide a needed break. Unless stated in the motion, the period of recess is decided by the presiding officer. If necessary, a recess can extend

the meeting from one day to another, subject to State law. The motion cannot interrupt a speaker, and a second is required. It is debatable, it can be amended, and an affirmative vote of four (4) Councilmembers is required.

- 9.8 To Withdraw. Only the maker of the motion can make a motion to withdraw it. It is essentially a communication to the presiding officer that the maker is withdrawing his/her proposal. This is the maker's privilege; thus, it does not require a second. Because the withdrawal motion obviates discussion; it can interrupt a speaker. In addition, because another Councilmember later can make a similar motion, a withdrawal motion is not subject to debate, amendment, or vote. The presiding officer should simply state that the motion is withdrawn, and the meeting should proceed with a new treatment of the issue at hand—or a new issue.
- 9.9 To Postpone or Extend. These motions may arise from a need for further information, a matter of convenience, or for any other reason that will enable the Council to deal with the issue more effectively during the same meeting or at a later time. Unless otherwise specifically provided in the motion itself, a postponed or extension motion can be renewed at a later appropriate time during the meeting or, if properly posted, at a later meeting. This motion cannot interrupt a speaker. It requires a second, it is debatable, and it is amendable (particularly as to postponement, timing), and an affirmative vote of four (4) Councilmembers is required.
- 9.10 To Refer. A motion to refer is typically used to submit an issue to a committee, usually for study leading to a subsequent recommendation. Because it ordinarily disposes the motion for purposes of the current meeting, a motion to refer is subject to the same rules that apply to a main motion. (See Section 9.14). This motion cannot interrupt a speaker, and a second is required. It is debatable and amendable, and an affirmative vote of four (4) Councilmembers is required.
- 9.11 To Amend. A motion to amend proposes a change in the wording of a motion then under consideration. When a motion to amend is pending and an amendment to the amendment is proposed, the presiding officer should focus discussion on the latest amendment, resolve that question, then proceed to the first amendment before continuing discussion on the main motion. Votes on amendments are thus in reverse order of the sequence in which they are proposed. A motion to amend cannot interrupt a speaker. It requires a second, and it is debatable and amendable. An affirmative vote of four (4) Councilmembers is required for approval of the amendment. Note that State law may restrict amendments to proposals that are required to be set forth in the notice of the meeting.
- 9.12 To Limit or Close Debate or "Call the Question". Because the extent to which an issue is discussed rests primarily with discretion of the presiding officer, it is the presiding officer who carries the burden of ensuring that adequate time and discussion are given to differing points of view. A motion to limit or close debate is therefore an overruling of the presiding officer's determination. A motion to close debate is the same as a motion to "call the question". Because this motion affects the most fundamental right of any Councilmember, the right to speak one's views, it is the only procedural motion that requires an affirmative vote of two-thirds of participants voting.
- 9.13 To Count the Vote. A motion to count the vote should be limited to those circumstances where the convenient hearing of "yeas" and "nays" cannot clearly resolve the issue. It represents the right of a Councilmember to have a vote demonstrated by count. That count can be directed by the presiding officer either as a showing of hands or a standing of voting members while the vote is recorded. Upon completion of the count, the presiding officer announces the result—and final

disposition of the issue voted upon. This motion cannot interrupt a speaker. It requires a second; it is neither debatable nor amendable; and, because of the importance of the matter, it should be considered mandatory; thus, no vote is required.

9.14 Motion to Reconsider. Allows a main motion to be brought back before the City Council for consideration. May be made only at the meeting at which the vote to be reconsidered was taken. It may be made by any member of City Council. Any City Council member may second it. It can be made while any other question is pending, even if another member has the floor. It requires a majority vote to pass. A motion may only be reconsidered twice. If the reconsideration is moved while another subject is before the City Council, it cannot interrupt the pending business, but, as soon as the pending business has been disposed of the motion has the preference over all other main motions and general business of the agenda. In such a case the Mayor does not state the question on the reconsideration until the immediately pending business is completed.

9.15 Motion to Rescind. The motion to rescind is a main motion without any privilege, may only be made when there is nothing else before the City Council and must be made at the same meeting at which the subject matter of the motion was considered, and it requires ~~a two-thirds~~ two thirds vote of the City Council members. It cannot be made if a motion to reconsider has been previously made. The motion to rescind can be applied to votes on all main motions with the following exceptions: votes cannot be rescinded after something has been done as a result of that vote that the City Council cannot undo; or, where a resignation has been acted upon, or one has been appointed to, or expelled from, a committee or office, and was present or was officially notified. In the case of expulsion, the only way to reverse the action afterwards is to restore the person to the committee or office, which requires the same preliminary steps and vote as is required for the original appointment.

9.16 To Take Action: Main Motions. Main motions state proposed policy or action on a substantive issue being considered by the Council. As such, the motion is an initial call to take particular action. Although lowest in precedence among all motions, main motions are clearly the most important: through their content, the business decisions of the Council are determined. A main motion can be made only when a prior main motion has been disposed of. It cannot interrupt a speaker; a second is required; it is debatable and amendable; and an affirmative vote of four (4) Councilmembers is required unless a greater vote is prescribed by the Charter or State law.

9.17 Effect of Abstentions. action on required Abstentions; Effect of non-required Abstentions. The following rules shall apply when a Council Member abstains from voting on an item:

When the Council Member is Legally Obligated to Abstain

When a Council Member is legally obligated to abstain from voting pursuant to Texas Local Government Code Chapter 171, a local ordinance or the City Charter then the Council Member shall leave the dais and exit City Council Chambers until such time as the debate and vote on the item has been concluded. The City Secretary shall record that the Council Member left the room and abstained from the vote in the official minutes and there shall be no other effect.

When the Council Member has no Legal Obligation to Abstain from Voting.

When a Council Member has no legal obligation to abstain from voting then an abstention shall be recorded in the minutes as an abstention and shall procedurally be treated as a “no” vote.

ARTICLE 10. ENFORCEMENT OF DECORUM

- 10.1 Warning. All persons other than a recognized speaker shall, at the request of the presiding officer, be silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, the presiding officer may order the person to leave the meeting. The Chief of Police, or such member or members of the Police Department or other persons as the presiding officer may designate, shall be sergeant-at-arms of the Council meetings. If the person so requested does not leave the meeting, the presiding officer may order the sergeant-at-arms to remove such person.
- 10.2 Removal. Any designated sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meeting. Upon instruction of the presiding officer, it shall be the duty of the sergeant at arms to remove from the meeting any person who intentionally disturbs the proceedings of the Council (or successor provision of law).
- 10.3 Resisting Removal. Any person who resists removal by the sergeant-at-arms shall be charged with violating Section 42.05 (a) of the Texas Penal Code.
- 10.4 Motions to Enforce. Any Council member may move to require the presiding officer to enforce these Rules and the affirmative vote of a majority of the Councilmembers present and eligible to vote shall require the presiding officer to do so.
- 10.5 Adjournment. In the event that any meeting is willfully disturbed by a person or groups of persons so as to render the orderly conduct of such meeting unfeasible and when order cannot be restored by the removal of the individuals who are creating the disturbance, the meeting may be adjourned and the remaining business considered at the next regular or a special meeting or, subject to State law, may be recessed to a set time and date.

ARTICLE 11. CREATION OF COMMITTEES, BOARDS, AND COMMISSIONS

- 11.1 Standing Committees. The Council may create committees, boards and commissions to assist in the conduct of the operation of the City government with such duties as the Council may specify not inconsistent with the Charter, the Code of Ordinances, or State law. Membership and selection of members shall be as determined by the Council if not specified by the Charter, the Code of Ordinances, or State law.

(a) ~~No person may concurrently serve on more than one Board unless, by virtue of his/her position on the Council, he/she also holds a position on another Board; and~~

(b) No person may concurrently serve on the Economic Development Corporation Board, the Planning and

Zoning Commission, ~~Traffic Safety Advisory Commission~~, and ~~or~~ the Parks and Recreation Advisory Board.

(b) Persons related within the second degree by affinity or consanguinity to the Mayor or any member of the Council shall not be ~~eligible appointed~~ to serve on the Board of Adjustments, Economic Development Corporation Board, Planning and Zoning Commission, Building and Standards Commission, or Tax Increment Reinvestment Zone Board.

No standing committee so appointed shall have powers other than advisory to the Council or to the City Manager, except as otherwise specified by the Charter, the Code of Ordinances, or State law.

- 11.2 Special Committees. The Council may, as the need arises, authorize the appointment of “ad hoc” Council committees. Except where otherwise specifically provided by the Charter, the Mayor and the City Council shall appoint the members of the special committees. Any committee so created shall be given a “mission statement” directing its activities. Any special committee shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Councilmembers present and entitled to vote.

ARTICLE 12. CITIZENS RIGHTS

- 12.1 Addressing the Council. Any person desiring to address the Council by oral communication shall first secure the permission of the presiding officer.
- 12.2 Manner of Addressing the Council – Time Limit. Each person addressing the Council shall speak at the podium into the microphone (or at another designated location), shall give his/her name and address in an audible tone of voice for the record, and, unless further time is granted by the Council, shall, subject to Section 12.4 below, limit his/her remarks to three (3) minutes or less. A person who addresses the Council through a translator will limit his/her remarks to six (6) minutes or less. All remarks shall be addressed to the Council as a body, and not to any individual member thereof. No person, other than members of the Council or City staff (when requested by the presiding officer) and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council, unless requested or approved by the presiding officer. No questions shall be asked the Councilmembers, except through the presiding officer. Responses to questions may be limited as required by State law.
- 12.3 Personal and Slanderous Remarks. Any person making personal, impertinent, or slanderous remarks, or who shall become boisterous, either while addressing the Council or otherwise while in attendance at a Council meeting, may be requested to leave the meeting, pursuant to Article 10 of these Rules, and may be removed from the meeting if necessary for the conduct of the remainder of the meeting. This is not intended to prohibit public criticism of the Council, including criticism of any act, omission, policy, procedure, program, or service unless such is otherwise prohibited by law.
- 12.4 Public Hearings. After being recognized by the presiding officer, interested persons, or their authorized representatives, may address the Council with respect to the subject matter of a public hearing being conducted. The presiding officer may establish procedures at a public hearing to limit

the amount of time (which, unless modified by the presiding officer, shall be as set forth in Section 12.2 above) interested persons may speak, subject to the Councilmembers' right to appeal the presiding officer's ruling pursuant to Section 9.6. Subject to modification by the presiding officer, and subject to the Councilmembers' right of appeal pursuant to Section 9.6, the normal order of a public hearing is as follows: (i) the opening of the hearing and the establishment, if any, of a modified public hearing procedure by the presiding officer; (ii) address to the Council by any interested person(s); (iii) discussion by the Mayor and Councilmembers, including requests for information from City staff or any person(s) who addressed the Council; and (iv) action by the Council, if any is posted on the agenda relating to the hearing.

~~12.5 Public Hearings. After being recognized by the presiding officer, interested persons, or their authorized representatives, may address the Council with respect to the subject matter of a public hearing being conducted. The presiding officer may establish procedures at a public hearing to limit the amount of time (which, unless modified by the presiding officer, shall be as set forth in Section 12.2 above) interested persons may speak, subject to the Councilmembers' right to appeal the presiding officer's ruling pursuant to Section 9.6. Subject to modification by the presiding officer, and subject to the Councilmembers' right of appeal pursuant to Section 9.6, the normal order of a public hearing is as follows: (i) the opening of the hearing and the establishment, if any, of a modified public hearing procedure by the presiding officer; (ii) address to the Council by any interested person(s); (iii) discussion by the Mayor and Councilmembers, including requests for information from City staff or any person(s) who addressed the Council; and (iv) action by the Council, if any is posted on the agenda relating to the hearing.~~

~~12.6~~12.5 Written Communications. Interested persons, or their authorized representatives, may address the Council by written communication in regard to any matter concerning the City's business or over which the Council has control at any time by direct mail or by addressing the City Secretary, who shall, ~~on~~at the request of the writer, distribute copies to the Councilmembers. Written statements will not be read or made part of the official meeting record.

~~12.7~~12.6 Hearing of Residents. There shall be included on the agenda of each City Council meeting, prior to any items listed on the agenda for action to be taken, an item labeled "Hearing of Residents". After being recognized by the presiding officer, members of the public (giving precedence to residents of the City) may address the Council on items on or not on the agenda at that time, providing they have completed the "Hearing of Residents" form, unless authorized by the presiding officer. The form shall be made available to persons wishing to address the Council prior to the calling of the meeting to order and such completed form shall be made available to the presiding officer prior to the calling of the meeting to order. The persons signed up for "Hearing of Residents" must speak during the "Hearing of Residents" portion of the meeting. Councilmember and members of City staff may not discuss unposted items nor take any action thereon except to (1) make a statement of factual information, (2) make a statement of existing City policy, or (3) discuss placing the item on a future agenda. Persons speaking shall be subject to the time limits set forth in Section 12.2, unless otherwise authorized by the presiding officer.

ARTICLE 13. COUNCIL AND STAFF RELATIONS

13.1 City Manager to Provide Information. The City Manager is directly responsible for providing information to all the Councilmembers concerning any inquiries by a specific Councilmember. If the

City Manager or his staff's time is being dominated or misdirected by a Councilmember, it is his responsibility to inform the Mayor or the Council as a whole.

13.2 City Manager's Responses to Requests. The City Manager is expected to respond in a timely manner to the Council and Councilmember's requests. When information is requested, the City Manager will estimate a reasonable time frame for collecting the requested information.

- (a) If the City Manager disagrees with the request, he should say so and explain his position.
- (b) If the City Manager disagrees with individual directives, he should initiate clarification of the Council's will with regard to the individual Councilmember's request.
- (c) The City Manager may delegate responsibility for the response as necessary and appropriate, but the City Manager will be responsible for its receipt by the Council in a timely manner.
- (d) The City Manager should maintain a checklist and timetable for requests and other directives of the Council.
- (e) All Councilmembers will be provided the same written information when any matter under consideration may be of general concern to the Council. There will be no preferential dissemination of information by the City Manager or his staff.

13.3 Directions to City Manager. During meetings of the Council, unless a vote is taken, a consensus of the Councilmembers present will be required to direct the City Manager to take any action.

13.4 City Manager's Duty to Inform. The City Manager is responsible for keeping the Council informed. The Council should be provided weekly reports outlining progress on outstanding issues as well as information on new issues and opportunities. Additionally, the Council should be informed of City news prior to release of such information to the community, newspaper(s), or other governmental entities, etc.

13.5 Customer Concerns. It is the responsibility of the City Manager to establish procedures for handling customer concerns in all departments with prompt feedback to citizens and Councilmembers.

13.6 City Manager/Council Relations. The City Manager should strive to maintain positive relations with the Council by following these guidelines:

- (a) Work to establish mutual trust with the Council.
- (b) Maintain open lines of communication with the Council and keep Council informed.
- (c) Inform all Councilmembers of educational opportunities, recognizing that an educated Council is in the City's best interest.
- (d) Include the Council in City-sponsored employee social events.
- (e) Conduct orientation sessions for new Councilmembers, including a tour of City buildings and introductions to staff.

ARTICLE 14.
CITY COUNCIL TRAINING AND TRAVEL POLICY

14.1 Training for Council. The purpose of the Training and Travel Policy is to ensure that all training and travel undertaken by City Council Members is aligned with his or her official municipal duties, contributes to effective governance, and represents responsible stewardship of public funds. *This policy applies to all elected members of the City Council who have not completed the term for which they were elected nor tendered a resignation. Elected officials serving in a hold-over status to ensure the furtherance of governmental business may not participate in city-funded training nor be reimbursed for training received after their official term has ended or they have effectively resigned.*

14.2 Authorized Training Opportunities. City Council Members are encouraged to participate in professional development and training that enhances his or her understanding of municipal governance, policy development, and public services. Authorized training, workshops, and conferences may be provided by:

- (a) Texas Municipal League (TML) and its affiliates
- (b) National League of Cities (NLC)
- (c) Alamo Area Council of Governments (AACOG)
- (d) Texas Association of Counties (TAC)
- (e) Texas State Agencies
- (f) Texas Institutions of Higher Education Certification Programs

14.3 Authorized Training Not Listed Above. Other training opportunities not listed above may be considered on a case-by-case basis but must be clearly relevant to municipal duties and approved by the City Council prior to registration, based on the following considerations:

- (a) Relevance to municipal duties - the training should align with the responsibilities and decision-making duties of a city council member.
- (b) Availability of remaining City Council training funds - training expenses must be within the approved budget for council professional development.
- (c) Public purpose and benefit to the city - the training should provide measurable or demonstrable value to city governance, operations or community outcomes.
- (d) Timing and scheduling relative to critical city budget obligations - opportunities may be deferred or denied if conflicting with budget adoption.

14.4 Webinar Participation. All webinars must be relevant to municipal duties.

14.5 Notification and Registration Process. Before registering for any training or travel, the Council Member must submit a travel form to the City Secretary's Office to verify the availability of training and travel funds. Once confirmation is received, option (a) or (b) is available:

- (a) The Council Member may complete registration on his or her own and book travel (airfare and lodging); or
- (b) Request the assistance of the City Secretary's Office to complete registration and make travel arrangements on his or her behalf.

All arrangements must comply with the City's travel guidelines.

14.6 Travel Expenses. All municipal business travel expenses, including transportation, lodging, per diem, and incidentals, shall follow the same procedural standards and limits established for City staff. Request for Travel (RT) form should be submitted to the City Secretary to ensure travel (car, flight), hotel accommodation, and per diem is calculated. City-funded travel is limited to official City business, including municipal-related training, conferences, and events in which the Council Member is attending in his or her official capacity. Council Members are expected to exercise fiscal responsibility and seek cost-effective arrangements.

14.7 City's Credit Card Policy. The City of Schertz provides business credit cards to allow for and provide immediate access to goods and/or services, to more easily allow for travel, and to make small purchases with businesses. Individuals issued credit cards may initiate a transaction within the limits of the city's credit card policy. Receipts must be submitted to the City Secretary's Office within 10 days of purchase. Note: If per diem is made available for your travel the credit card may not be used as a source of payment for food and beverage purchases. Alcohol purchases on the city credit card are prohibited.

14.8 Annual Budget Limits and Discretionary Approval. Each Council Member will be allocated an annual training and travel budget as determined in the City's adopted budget. If a Council Member's requested training or travel expenses exceed the allocated amount, City Council shall have the discretion to approve or deny the additional expense, in accordance with Section 14.3 (a) through (d).

14.9 Policy Compliance. All Council Members are expected to comply with this policy. Any expenses incurred outside the scope of this policy will be disallowed. The City Secretary's office shall maintain records of all training and travel for auditing and public transparency purposes.

* * *

Amended: February 3~~1~~3, 2026

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: Police Department
Subject: Workshop on Schertz PD TCOLE 2025 Racial Profiling Report (S.Williams/J.Lowery)

BACKGROUND

Schertz PD is required by law to submit an annual Racial Profiling Report that collects incident-based data related to self-initiated traffic stops and/or vehicle contacts. Data analysis, audits, findings, and recommendations to assure adherence to statutory and department requirements in mitigating racial profiling in policing.

Attachments

2025 Racial Profiling Rpt PPT
2025 SZPD Brazos Analysis Racial Profiling Report
2025 TCOLE Racial Profiling Report

Racial Profiling Report 2025

Schertz City Council Meeting February 17, 2026

James W. Lowery, Jr., Chief of Police



SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

OVERVIEW

- Define racial profiling
- National Dialogue
- State of Texas Legislation
- Policy and Training
- Data Collection and Reporting



RACIAL PROFILING VS. CRIMINAL PROFILING

“**Racial Profiling**” refers to the discriminatory targeting of individuals for a suspicion of crime based on the individual’s ethnicity, race, religion, or national origin. **ILLEGAL**

“**Criminal Profiling**” is based on evidence gathered from previous crimes, victim or witness testimony that develops a motive or character assessment. **LEGAL**



UNDERSTANDING RACIAL PROFILING

- In the 1990's national dialogue was elevated on racial profiling.
- The Department of Justice (DOJ) Civil Rights Division began to investigate allegations of racial profiling in police departments
- The DOJ COPS (Community Oriented Policing Services) Office developed a resource guide for police departments on assessing racial profiling data and offered comprehensive strategies to reduce racial profiling



DOJ COPS OFFICE STRATEGIES

- Diverse recruitment and selection
- Training and education for police and community
- Minority community engagement initiatives
- Accountability and supervision
- Collecting and analyzing traffic stop data
- Using technology to reduce racial profiling and increase officer safety



TEXAS STATE LEGISLATION

- In 2001, Senate Bill 1074 required Texas police departments to collect, analyze, and report motor vehicle-related contact data
- In 2009 House Bill 3389 modified the law amending definitions within the law
- In 2017, House Bill 3051 changed racial designation, and Senate Bill 1849 – Sandra Bland Law expanded data collection requirements.



Schertz Police Department (SZPD) POLICY AND TRAINING

- As a police department we are committed to constitutional policing and protecting the civil rights of all people
- Police officers are prohibited from engaging in racial profiling in any police contact, seizure or forfeiture
- Police Officers attend mandated Texas Commission on Law Enforcement (TCOLE) training that includes Racial Profiling and Cultural Diversity
- Officers are required to enter disposition codes for all traffic stops
- Shift supervisors are required to conduct monthly audit reviews of officers Digital Video Recorder/Body Worn Camera
- Number of COMPLAINTS of RACIAL PROFILING CY 2025 – “0”



SZPD TCOLE 2025 RACIAL PROFILING REPORT

- Police officers made 7,861 traffic stops
 - 2024 – 4,775, 2023 – 3,863, 2022 – 5,965, 2021 – 4,836, 2020 – 6,845, and 2019 – 9,485
- In 98.49% of traffic stops, officers did not know the race of the driver prior to the stop

Race/Ethnicity	All T-Stops
Alaska/Native American/Indian	32 (0.41%)
Asian/Pacific Islander	231 (2.94%)
Black	1,458 (18.55%)
White	3,550 (45.16%)
Hispanic/Latino	2,590 (32.95%)

Race/Ethnicity	Citation
Alaska/Native American/Indian	13 (40.63%)
Asian/Pacific Islander	100 (43.29%)
Black	510 (29.70%)
White	1,206 (33.97%)
Hispanic/Latino	1,135 (43.82%)



2025 RACIAL PROFILING REPORT

Physical Force Used Resulting in Bodily Injury to Suspect and/or Officer During the Stop		
	YES	NO
Alaska/Native American/Indian	0	32
Asian/Pacific Islander	0	231
Black	0	1,458
White	1	3,549*
Hispanic/Latino	1	2,589
TOTAL	2	7,859



-Physical UOF application injury 1X White and 1X Hispanic and during each incident, both the suspect and officer were injured

-*Physical UOF application with no injuries 3Xs White

SEARCHES, CONTRABAND, & HIT RATES

Race/Ethnicity	All Traffic Stop Searches		All Searches with Contraband Hits		Hit Rates (Hits/Searches)
	N	%	N	%	%
Alaska/Native American/Indian	1	0.46%	1	0.66%	100.00%
Asian/Pacific Islander	3	0.46%	3	1.97%	100.00%
Black	64	24.31%	48	31.58%	75.00%
White	67	46.33%	46	30.26%	68.66%
Hispanic/Latino	79	28.44%	54	35.53%	80.60%
TOTAL	214	100.00%	152	100%	



SEARCHES, CONTRABAND, & ENFORCEMENT RATIO

Race/Ethnicity	All Traffic Stop Searches w/ Contraband hit		Enforcement Actions after Search Hits		Enforcement Rates (Enforcement/Hits)
	N	%	N	%	%
Alaska/Native American/Indian	1	0.00%	0	0.00%	0.00%
Asian/Pacific Islander	3	0.72%	0	0.00%	0.00%
Black	48	28.06%	3	18.75%	6.25%
White	46	46.04%	5	31.25%	10.87%
Hispanic/Latino	54	25.18%	8	50.00%	14.81%
TOTAL	152	100%	16	100%	



-Contraband Types
 Alcohol 18Xs, Drugs 113Xs, Other 34Xs, Stolen Property 1X, Weapons 1X

ROLE OF TRAFFIC ENFORCEMENT

- Crime Reduction
- Traffic Safety

EFFECTIVE TRAFFIC ENFORCEMENT

- Relational Policing in Neighborhoods
- Real Time and Actionable Intelligence
- Data Driven Approaches to Crime and Traffic Safety (DDACTS)



COMMENTS AND QUESTIONS



Texas Racial Profiling SB1187 Dashboard

Schertz, TX PD

January 1, 2025 - December 31, 2025

Type of Stop: All

Stop Result: All

Officer: All

Officer Troop or Unit:

Officer Agency: All

01 Total Traffic Stops

7,861

02 Location of Stop

CITY STREET	78.53%	6,173
COUNTY ROAD	3.61%	284
PRIVATE PROPERTY OR OTHER	1.37%	108
STATE HIGHWAY	8.76%	689
US HIGHWAY	7.72%	607
Grand Total	100.00%	7,861

03 Was Race Known Prior to Stop

NO	98.50%	7,743
YES	1.50%	118
Grand Total	100.00%	7,861

04 Race or Ethnicity

ALASKA NATIVE/AMERICAN INDIAN	0.41%	32
ASIAN/PACIFIC ISLANDER	2.94%	231
BLACK	18.55%	1,458
HISPANIC/LATINO	32.95%	2,590
WHITE	45.16%	3,550
Grand Total	100.00%	7,861

05 Gender

FEMALE	ALASKA NATIVE/AMERICAN INDIAN	0.23%	7
	ASIAN/PACIFIC ISLANDER	3.50%	109
	BLACK	18.23%	567
	HISPANIC/LATINO	28.45%	885
	WHITE	49.60%	1,543
	Total	100.00%	3,111
MALE	ALASKA NATIVE/AMERICAN INDIAN	0.53%	25
	ASIAN/PACIFIC ISLANDER	2.57%	122
	BLACK	18.76%	891
	HISPANIC/LATINO	35.89%	1,705
	WHITE	42.25%	2,007
	Total	100.00%	4,750
Grand Total		100.00%	7,861

06 Reason for Stop

MOVING TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.41%	23
	ASIAN/PACIFIC ISLANDER	3.26%	181
	BLACK	19.01%	1,054
	HISPANIC/LATINO	32.91%	1,825
	WHITE	44.40%	2,462
	Total	100.00%	5,545
PRE EXISTING KNOWLEDGE	ALASKA NATIVE/AMERICAN INDIAN	1.27%	1
	ASIAN/PACIFIC ISLANDER	2.53%	2
	BLACK	16.46%	13
	HISPANIC/LATINO	43.04%	34
	WHITE	36.71%	29
	Total	100.00%	79
VEHICLE TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.32%	6
	ASIAN/PACIFIC ISLANDER	2.12%	40
	BLACK	17.31%	326
	HISPANIC/LATINO	33.24%	626
	WHITE	47.00%	885
	Total	100.00%	1,883
VIOLATION OF LAW	ALASKA NATIVE/AMERICAN INDIAN	0.56%	2
	ASIAN/PACIFIC ISLANDER	2.26%	8
	BLACK	18.36%	65
	HISPANIC/LATINO	29.66%	105
	WHITE	49.15%	174
	Total	100.00%	354
Grand Total		100.00%	7,861

07 Was a Search Conducted

NO	ALASKA NATIVE/AMERICAN INDIAN	0.41%	31
	ASIAN/PACIFIC ISLANDER	2.98%	228
	BLACK	18.23%	1,394
	HISPANIC/LATINO	32.84%	2,511
	WHITE	45.55%	3,483
	Total	100.00%	7,647
YES	ALASKA NATIVE/AMERICAN INDIAN	0.47%	1
	ASIAN/PACIFIC ISLANDER	1.40%	3
	BLACK	29.91%	64
	HISPANIC/LATINO	36.92%	79
	WHITE	31.31%	67
	Total	100.00%	214
Grand Total		100.00%	7,861

08 Reason for Search

CONSENT	BLACK	16.33%	8
	HISPANIC/LATINO	44.90%	22
	WHITE	38.78%	19
	Total	100.00%	49
CONTRABAND IN PLAIN VIEW	BLACK	8.33%	1
	HISPANIC/LATINO	58.33%	7
	WHITE	33.33%	4
	Total	100.00%	12
INCIDENT TO ARREST	BLACK	20.00%	1
	HISPANIC/LATINO	40.00%	2
	WHITE	40.00%	2
	Total	100.00%	5
INVENTORY	ASIAN/PACIFIC ISLANDER	11.11%	1
	BLACK	22.22%	2
	HISPANIC/LATINO	33.33%	3
	WHITE	33.33%	3
	Total	100.00%	9
PROBABLE CAUSE	ALASKA NATIVE/AMERICAN INDIAN	0.72%	1
	ASIAN/PACIFIC ISLANDER	1.44%	2
	BLACK	37.41%	52
	HISPANIC/LATINO	32.37%	45
	WHITE	28.06%	39
	Total	100.00%	139
Grand Total		100.00%	214

09 Was Contraband Discovered

YES	ALASKA NATIVE/AMERICAN INDIAN	Finding Resulted in Arrest - No	0.66%	1
		Total	0.66%	1
	ASIAN/PACIFIC ISLANDER	Finding Resulted in Arrest - No	1.97%	3
		Total	1.97%	3
	BLACK	Finding Resulted in Arrest - Yes	1.97%	3
		Finding Resulted in Arrest - No	29.61%	45
		Total	31.58%	48
	HISPANIC/LATINO	Finding Resulted in Arrest - Yes	5.26%	8
		Finding Resulted in Arrest - No	30.26%	46
		Total	35.53%	54
WHITE	Finding Resulted in Arrest - Yes	3.29%	5	
	Finding Resulted in Arrest - No	26.97%	41	
	Total	30.26%	46	
Total			100.00%	152
NO	BLACK		25.81%	16
		Total	25.81%	16
	HISPANIC/LATINO		40.32%	25
		Total	40.32%	25
	WHITE		33.87%	21
		Total	33.87%	21
Total			100.00%	62
Grand Total			100.00%	214

10 Description of Contraband

ALCOHOL	ASIAN/PACIFIC ISLANDER	11.11%	2
	BLACK	22.22%	4
	HISPANIC/LATINO	33.33%	6
	WHITE	33.33%	6
	Total	100.00%	18
DRUGS	ALASKA NATIVE/AMERICAN INDIAN	0.88%	1
	BLACK	38.05%	43
	HISPANIC/LATINO	33.63%	38
	WHITE	27.43%	31
	Total	100.00%	113
NONE	HISPANIC/LATINO	40.00%	2
	WHITE	60.00%	3
	Total	100.00%	5
OTHER	ASIAN/PACIFIC ISLANDER	2.94%	1
	BLACK	20.59%	7
	HISPANIC/LATINO	38.24%	13
	WHITE	38.24%	13
	Total	100.00%	34
STOLEN PROPERTY	HISPANIC/LATINO	100.00%	1
	Total	100.00%	1
WEAPONS	BLACK	100.00%	1
	Total	100.00%	1
Grand Total		100.00%	172

11 Result of Stop

ARREST	ASIAN/PACIFIC ISLANDER	16.67%	1
	HISPANIC/LATINO	50.00%	3
	WHITE	33.33%	2
	Total	100.00%	6
CITATION	ALASKA NATIVE/AMERICAN INDIAN	0.44%	13
	ASIAN/PACIFIC ISLANDER	3.37%	100
	BLACK	17.21%	510
	HISPANIC/LATINO	38.29%	1,135
	WHITE	40.69%	1,206
	Total	100.00%	2,964
CITATION AND ARREST	ALASKA NATIVE/AMERICAN INDIAN	5.26%	1
	BLACK	10.53%	2
	HISPANIC/LATINO	42.11%	8
	WHITE	42.11%	8
	Total	100.00%	19
VERBAL WARNING	ALASKA NATIVE/AMERICAN INDIAN	0.20%	1
	ASIAN/PACIFIC ISLANDER	1.84%	9
	BLACK	19.22%	94
	HISPANIC/LATINO	34.97%	171
	WHITE	43.76%	214
	Total	100.00%	489
WRITTEN WARNING	ALASKA NATIVE/AMERICAN INDIAN	0.39%	17
	ASIAN/PACIFIC ISLANDER	2.75%	120
	BLACK	19.47%	848
	HISPANIC/LATINO	28.95%	1,261
	WHITE	48.44%	2,110
	Total	100.00%	4,356
WRITTEN WARNING AND ARREST	ASIAN/PACIFIC ISLANDER	3.70%	1
	BLACK	14.81%	4
	HISPANIC/LATINO	44.44%	12
	WHITE	37.04%	10
	Total	100.00%	27
Grand Total		100.00%	7,861

12 Arrest Based On

OUTSTANDING WARRANT	BLACK	9.09%	1
	HISPANIC/LATINO	54.55%	6
	WHITE	36.36%	4
	Total	100.00%	11
VIOLATION OF PENAL CODE	ASIAN/PACIFIC ISLANDER	5.88%	2
	BLACK	11.76%	4
	HISPANIC/LATINO	47.06%	16
	WHITE	35.29%	12
	Total	100.00%	34
VIOLATION OF TRAFFIC LAW	ALASKA NATIVE/AMERICAN INDIAN	14.29%	1
	BLACK	14.29%	1
	HISPANIC/LATINO	14.29%	1
	WHITE	57.14%	4
	Total	100.00%	7
Grand Total		100.00%	52

13 Was Physical Force Used

NO USE OF FORCE	ALASKA NATIVE/AMERICAN INDIAN	0.41%	32
	ASIAN/PACIFIC ISLANDER	2.94%	231
	BLACK	18.56%	1,458
	HISPANIC/LATINO	32.96%	2,589
	WHITE	45.14%	3,546
	Total	100.00%	7,856
USE OF FORCE - BODILY INJURY TO BOTH	HISPANIC/LATINO	50.00%	1
	WHITE	50.00%	1
	Total	100.00%	2
USE OF FORCE - NO BODILY INJURY	WHITE	100.00%	3
	Total	100.00%	3
Grand Total		100.00%	7,861

Racial Profiling Report | Full

Agency Name: SCHERTZ POLICE DEPT.
Reporting Date: 02/09/2026
TCOLE Agency Number: 187203

Chief Administrator: JAMES W LOWERY JR

Agency Contact Information:
Phone: (210) 619-1200
Email: jlowery@schertz.com

Mailing Address:
1400 SCHERTZ PKWY BLDG 6, SCHERTZ, TX, 781541673

This Agency filed a full report

SCHERTZ POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the SCHERTZ POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the SCHERTZ POLICE DEPT. if the individual believes that a peace officer employed by the SCHERTZ POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the SCHERTZ POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the SCHERTZ POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The SCHERTZ POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: James Lowery
Chief of Police

Date: 02/09/2026

Total stops: 7861

Street address or approximate location of the stop

City street	6173
US highway	607
County road	284
State highway	689
Private property or other	108

Was race or ethnicity known prior to stop?

Yes	118
No	7743

Race / Ethnicity

Alaska Native / American Indian	32
Asian / Pacific Islander	231
Black	1458
White	3550
Hispanic / Latino	2590

Gender

Female	3111
Alaska Native / American Indian	7
Asian / Pacific Islander	109
Black	567
White	1543
Hispanic / Latino	885
Male	4750
Alaska Native / American Indian	25
Asian / Pacific Islander	122
Black	891
White	2007
Hispanic / Latino	1705

Reason for stop?

Violation of law	354
Alaska Native / American Indian	2
Asian / Pacific Islander	8
Black	65
White	174

Hispanic / Latino	105
Preexisting knowledge	79
Alaska Native / American Indian	1
Asian / Pacific Islander	2
Black	13
White	29
Hispanic / Latino	34
Moving traffic violation	5545
Alaska Native / American Indian	23
Asian / Pacific Islander	181
Black	1054
White	2462
Hispanic / Latino	1825
Vehicle traffic violation	1883
Alaska Native / American Indian	6
Asian / Pacific Islander	40
Black	326
White	885
Hispanic / Latino	626
Was a search conducted?	
Yes	214
Alaska Native / American Indian	1
Asian / Pacific Islander	3
Black	64
White	67
Hispanic / Latino	79
No	7647
Alaska Native / American Indian	31
Asian / Pacific Islander	228
Black	1394
White	3483
Hispanic / Latino	2511
Reason for Search?	
Consent	49
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	19

Hispanic / Latino	22
Contraband	12
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	4
Hispanic / Latino	7
Probable	139
Alaska Native / American Indian	1
Asian / Pacific Islander	2
Black	52
White	39
Hispanic / Latino	45
Inventory	9
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	2
White	3
Hispanic / Latino	3
Incident to arrest	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	2
Hispanic / Latino	2

Was Contraband discovered?

Yes	152
Alaska Native / American Indian	1
Asian / Pacific Islander	3
Black	48
White	46
Hispanic / Latino	54
No	62
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	16
White	21
Hispanic / Latino	25

Did the finding result in arrest?

(total should equal previous column)

Yes	0	No	1
Yes	0	No	3
Yes	3	No	45
Yes	5	No	41
Yes	8	No	46

Description of contraband	
Drugs	113
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	43
White	31
Hispanic / Latino	38
Weapons	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	18
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	4
White	6
Hispanic / Latino	6
Stolen property	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Other	34
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	7
White	13
Hispanic / Latino	13
Result of the stop	
Verbal warning	489

Alaska Native / American Indian	1
Asian / Pacific Islander	9
Black	94
White	214
Hispanic / Latino	171
Written warning	4356
Alaska Native / American Indian	17
Asian / Pacific Islander	120
Black	848
White	2110
Hispanic / Latino	1261
Citation	2964
Alaska Native / American Indian	13
Asian / Pacific Islander	100
Black	510
White	1206
Hispanic / Latino	1135
Written warning and arrest	27
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	4
White	10
Hispanic / Latino	12
Citation and arrest	19
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	2
White	8
Hispanic / Latino	8
Arrest	6
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	2
Hispanic / Latino	3
Arrest based on	
Violation of Penal Code	34
Alaska Native / American Indian	0
Asian / Pacific Islander	2

Black	4
White	12
Hispanic / Latino	16
Violation of Traffic Law	7
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	1
White	4
Hispanic / Latino	1
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	11
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	4
Hispanic / Latino	6

Was physical force resulting in bodily injury used during stop?

Yes	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	2
No	7859
Alaska Native / American Indian	32
Asian / Pacific Islander	231
Black	1458
White	3549
Hispanic / Latino	2589

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input type="checkbox"/>
Use Department's submitted analysis	<input checked="" type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: Engineering
Subject: February 2026 Major Projects Updated Memo

Attachments

Monthly Update - Major Projects In Progress

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 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: Nothin new to report. 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: Full building and development phase going. CPS is good to go, and we are in the queue for power to the site. Tree clearing for CPS needs slight amount of additional attention
- 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 been completed, and dirt is being moved every day. Pad has been laid out and is being worked. Underground work is next phase. The groundbreaking ceremony was outstanding and thank you to all for attending.

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: PD conducted a walk through with sister city departments and developed a rough draft of the design-build. Scope of work for architectural and construction design has been completed for the request for bid (RFB). RFB closes on February 6, 2026. Proposals will be reviewed after that.

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: Spring 2027
- Project Cost: Design \$32,100, Drainage Report \$4,600
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: After a lengthy pause, the City's professional services consultant is actively working to negotiate access and temporary construction easements for the project. 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 has received the initial study from Unintech and are discussing options to the drainage and affected sewer collection. We will meet with the consultant to further discuss the options and finalize the report. Recommendations from the study will be used to develop a project to improve the drainage in this area of the City.

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: No Change from Previous 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: No change since last 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, and miscellaneous costs for a project total of \$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. Work remaining includes correction of pump issues, relocation and elevation of main disconnect, crane and crane foundation testing and potential correction. 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 Fall of 2026.
- 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 change since last update. SER has slowed down on the installation of water and sewer on the north end of the project due to CCMA working on their utility relocations within the same area. Once CCMA is completed in the area, SER will resume utility installation.

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: No change since last update. Pesado has completed the filling, disinfection and testing of the new ground storage tank. Testing and calibration of pumps and other electrical equipment continues. 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

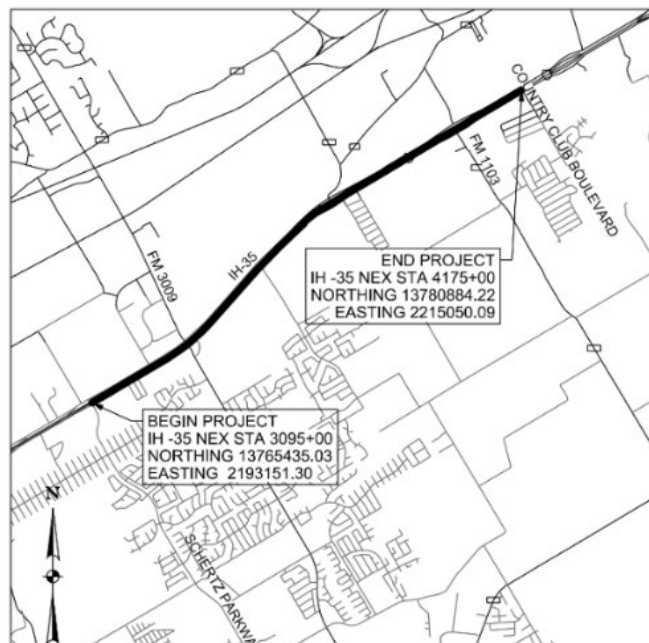
Project Update: Staff continues to work on the easement acquisition for this project. A resolution to use the City’s power of eminent domain for an easement for which negotiations have been futile will likely be brought before Council in an upcoming meeting. Consideration is being given to breaking this project into two separate construction projects so that the line between Graytown and Pfeil can proceed to construction while outstanding work acquiring easements for the line between Lower Seguin and Ware Seguin is still being done.

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 Fall 2027
- Project Cost: Design & Easement Acquisition Services - \$1,250,000
- Project Cost: Construction Sewer Only - \$1,787,074 (\$2,000,000 NTE)
- Consultant: Halff Associates

Project Update: Blackrock Construction has begun the construction effort along IH 35. Submittals are being reviewed and approved by Halff for materials to meet both City standards as well as TXDOT’s Buy America requirements.



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 Nottinghamshire. 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: Spring 2027
- Project Cost: \$5,350,000
- Consultant: Kimley- Horn & Associates

Project Update: The project scope has increased slightly to add a segment of water line replacement along Ware Seguin Road to the project. This segment is being added to the project since the waterline is being replaced/relocated near the FM 1518 and Ware Seguin Intersection and with replacement of the water main in the Schertz Forest Subdivision, it would leave a relatively short segment of “older” water main in place between the two project efforts. A design amendment to be on the March 3rd agenda for Council consideration. A revised Engineer’s Estimate and project bid schedule will be 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: Contractor selected, pre-construction meeting to be scheduled in the near future
- Projected Completion: Summer 2026
- Project Cost: Design \$95,000, Construction Estimate \$513,900
- Consultant: Freeland Turk Engineering Group LLC
- Contractor: RL Jones, LP

Project Update: The construction contract is being brought before council on February 17th to award the construction contract to RL Jones, LP. Once awarded, a pre-construction meeting will be scheduled, and the city will issue a notice to proceed. The project is estimated to be completed by Summer 2026.

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 – \$8,733,400
- Consultant: Unintech Consulting Engineers, Inc.

Project Update: No change from previous 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: Fall 2027
- Total Project Cost: \$26,743,000
- Consultant for Route Study: Lockwood, Andrews, & Newnam, Inc.
- Consultant for Easement Acquisition: TBD

Project Update: No change since last 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 complete, and the final report is pending. Samples from the pipes have been collected and are being 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: Winter 2026
- Project Cost: Design \$180,824 (\$245,000 NTE), Easements \$50,000, 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: Fall 2027
- 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: No change from previous update. Unintech has completed the survey and is working on the preliminary design for the transmission main. Staff expects preliminary plans will be ready in 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: Fall 2027
- Project Cost: Design \$728,068 (\$800,000 NTE), Construction Estimate (including land acquisition) \$13,750,000
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: No new updates. Unintech is working to complete the field work. They are continuing the analysis of the water system to size pumps 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: No change since last 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.

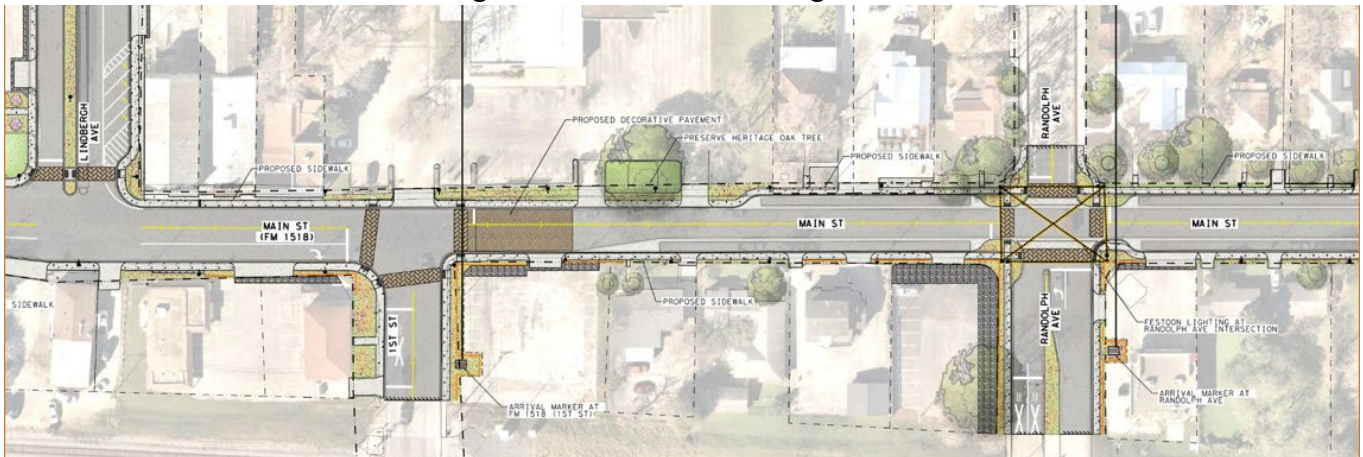
Street Projects:

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: \$25,880,893
- Consultant: Kimley- Horn Associates

Project Update: Our consultant is continuing to revise the project plans. The plans and bid package are expected to be completed in a few months. This will put the project on track to bid by early Summer and construction starting before the end of this fiscal year. As the plans get close to being finalized, more detailed public outreach for the project will begin. Staff will also start acquiring the GVEC easements needed for relocating the electrical lines underground.



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: Summer 2027
- Project Cost: Design \$571,000 (\$20,000 from Selma), Construction estimate \$6,738,092 (\$100,000 from Selma)
- Design Consultant: Half Associates

Project Update: The construction plans are undergoing final plan review now. We've also requested the City of Selma review the plans and there are some construction elements that extend into their jurisdiction. Once this review is complete, the plans will also be complete for the project. The right-

of-way acquisition is still in process and we're hopeful two parcels will be completed in a couple of months.

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: Fall 2027
- Project Cost: \$18,200,000
- Consultant: Halff & Associates

Project Update: Our consultant has identified a grant program that could be used to pay for the water line relocations needed for the project. Staff is working with our consultant to identify the effort needed to apply for the grant. Grant applications are due this Summer. Staff will bring a grant recommendation to Council in the near future for consideration. Work continues on refining the project plans and addressing utility conflicts.

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: \$5,977,000
- Design Consultant: Unintech Consulting Engineering
- Contractor: E-Z Bel Construction, LLC

Project Update: The consultant and Staff have been coordinating with the contractor on the additional curb replacement needed for the project. This effort has been completed, and work is occurring to complete the curb replacement and prepare for paving. The final section of sewer main replacement, which will be replaced by pipe bursting (no trenching needed), is underway. The project is expected to be completed in early March 2026.

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: The recent cooler weather has caused a delay in getting the concrete work completed into the Dove Meadows area. The contractor has assigned additional personnel to the project to speed up the completion of the concrete work. Paving is expected to occur later this month. Staff will also be doing more public outreach to residents in the next project area (north of Silvertree and on Maple Street) before this portion of the work is completed and the contractor moves into the next area on the project.

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 being further refined to try to reduce the project costs. Construction costs continue to increase and there may not be enough project budget available to do all the originally planned work. Staff is working to identify what can be completed now and what portions will need to shift to the next SPAM Resurfacing project. Staff will provide project scope update during the quarterly streets update workshop in March.

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: Nothing new to report. The bid package is still being refined by our consultant. Bidding is expected to start in February.

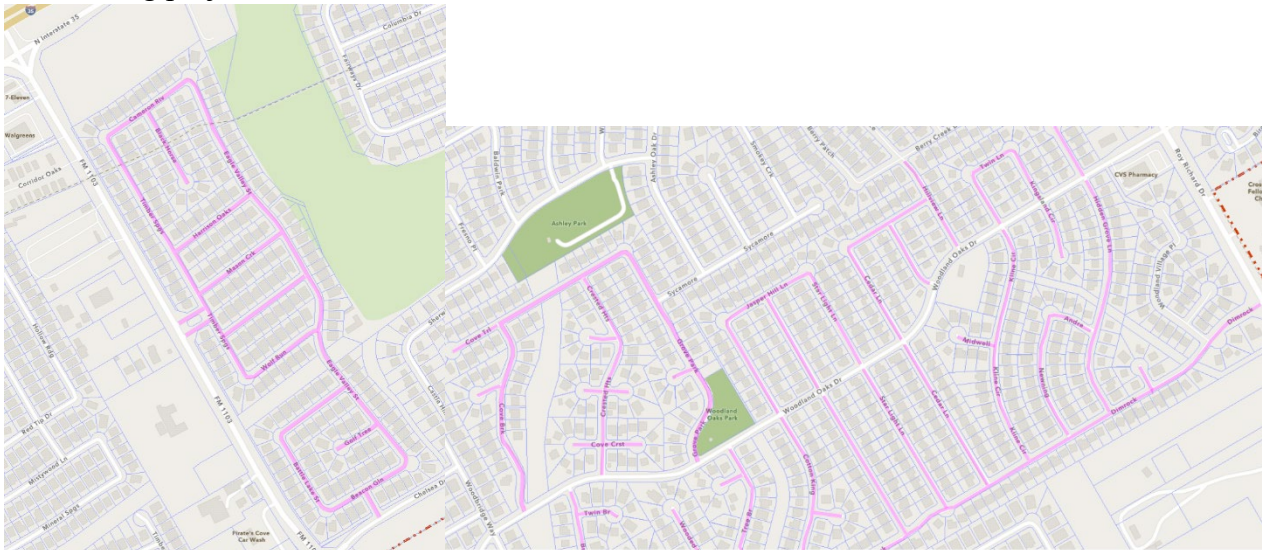


9. 2026 SPAM Resurfacing

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 this month. The project scope is expected to change as portion as the 2025 SPAM Resurfacing are delayed due to funding constraints. As those elements are added to this project, some of these elements may need to shift to a future SPAM Resurfacing project.

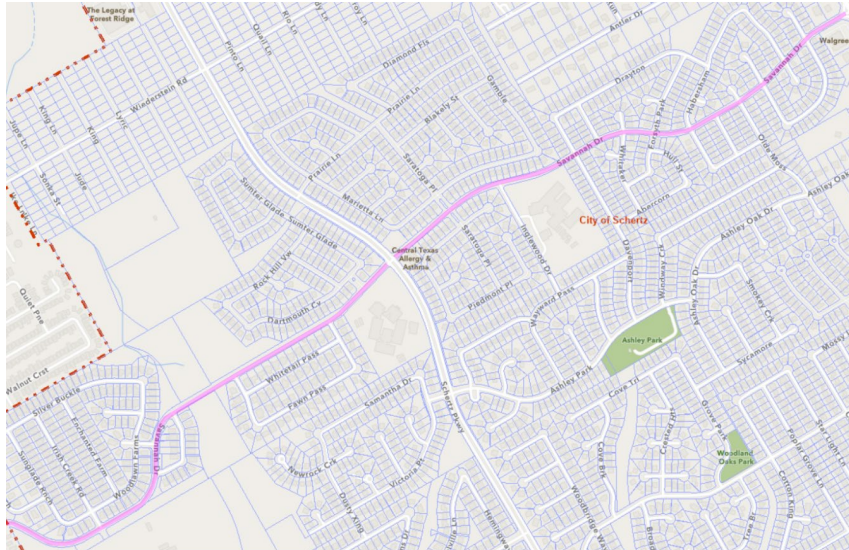


10. Savannah Drive Overlay

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. The geotechnical testing has been completed, and the project plans are being refined based on the testing results. Plans are expected for Staff review next month.



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: Council recently approved a letter of support for grant funding for the project. Staff is coordinating with TxDOT to get additional information on the project and will provide updated information to Council in the near future.

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.

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: Nothing new to report. 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

Public Works, GIS, 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). The information was provided in early February for inclusion in planning efforts.

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](#)

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: Finance
Subject: Check Report - January 2026 (S.Gonzalez/J.Walters)

BACKGROUND

Attached is a vendor expenditure report from January 2026, detailing all vendors with whom the City spent \$25,000 - \$100,000. These reports will be provided to Council monthly for awareness.

Attachments

January 2026 Check Report



City of Schertz, TX

Monthly Council Check Report

By Check Number

Date Range: 01/01/2026 - 01/31/2026

Vendor Number	Vendor DBA Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: NAP-Schertz Bank Pooled Cash						
012400	SHI GOVERNMENT SOLUTIONS	01/08/2026	EFT	0.00	29,598.22	101428
0112126	Unintech Consulting Engineers, Inc	01/08/2026	EFT	0.00	77,335.00	101433
010923	TML INTERGOVERNMENTAL RISK POOL	01/22/2026	EFT	0.00	84,331.96	101474
015507	Tyler Technologies, Inc	01/22/2026	EFT	0.00	58,844.30	101476
0111863	BABCOCK ROAD 165, LTD	01/07/2026	Regular	0.00	34,448.83	721866
0111995	GVEC	01/13/2026	Regular	0.00	50,671.07	721970
0111632	WEX BANK	01/13/2026	Regular	0.00	40,605.77	721975
011097	Schertz Seguin Local Government Corporation	01/21/2026	Regular	0.00	53,038.92	722056
010033	CITY PUBLIC SERVICE	01/28/2026	Regular	0.00	65,660.69	722111
019784	CUSTOM SYSTEM DESIGN	01/28/2026	Regular	0.00	37,754.03	722117
0111046	Harris Computer Systems	01/28/2026	Regular	0.00	72,279.98	722128
012574	CITY OF SEGUIN	01/30/2026	Regular	0.00	51,229.00	722166
0111713	HALFF ASSOCIATES INC	01/30/2026	Regular	0.00	79,077.44	722174
010026	BlueBonnet Motors	01/30/2026	Regular	0.00	40,629.25	722187

Bank Code NAP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	15	10	0.00	525,394.98
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	6	4	0.00	250,109.48
	21	14	0.00	775,504.46

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	15	10	0.00	525,394.98
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	6	4	0.00	250,109.48
	21	14	0.00	775,504.46

Fund Summary

Fund	Name	Period	Amount
999	OPERATING POOLED CASH	1/2026	775,504.46
			775,504.46

CITY COUNCIL MEMORANDUM

City Council Meeting: February 17, 2026
Department: Public Affairs
Subject: Update on 12th Flying Training Wing Bird/Wildlife Aircraft Strike Hazard Program (S.Gonzalez/K.Haynes)

BACKGROUND

Last year, representatives from JBSA-Randolph’s 12th Flying Training Wing contacted City staff to address concerns about vultures roosting in the Aviation Heights neighborhood. The increasing number of vultures in this area presents a potential hazard to flight operations. At the May 20, 2025 City Council Meeting, a workshop was held to discuss this item. The JBSA Wildlife Biology Team proposed efforts to relocate the roost outside of the T-38 flight pattern, moving the birds away from residential areas and low-flying training zones. These efforts were conducted for approximately two months before being postponed due to staffing limitations.

The JBSA Wildlife Team is now prepared to resume the program, and the City of Schertz Public Affairs team is ready to continue supporting outreach and messaging efforts as done last year, including information shared through Schertz Magazine, the City website, social media, and other communication channels. Attached to this item is the presentation done at the 5/20/25 City Council meeting and also examples of messaging that the Public Affairs team put out in the summer of 2025. The Public Affairs team anticipates the messaging will be similar, but will work directly with the JBSA Wildlife Team to finalize communications.

Attachments

- 5/20/2025 City Council BASH Presentation
- July 2025 Schertz Magazine Pages
- 2025 Notice to Residents



Schertz City Council Workshop



Untamed, Unrivaled



**WS Wildlife
Services**

Protecting People | Protecting Agriculture | Protecting Wildlife

12th Flying Training Wing Safety Officer

USDA Wildlife Services Biologist



Realized Risk Analysis

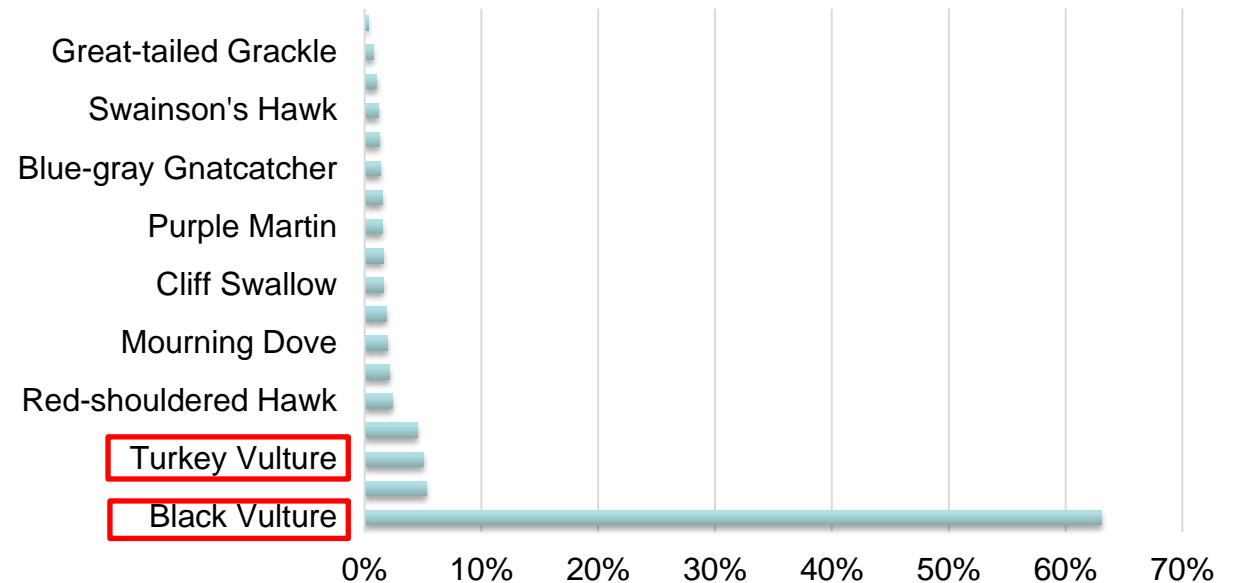
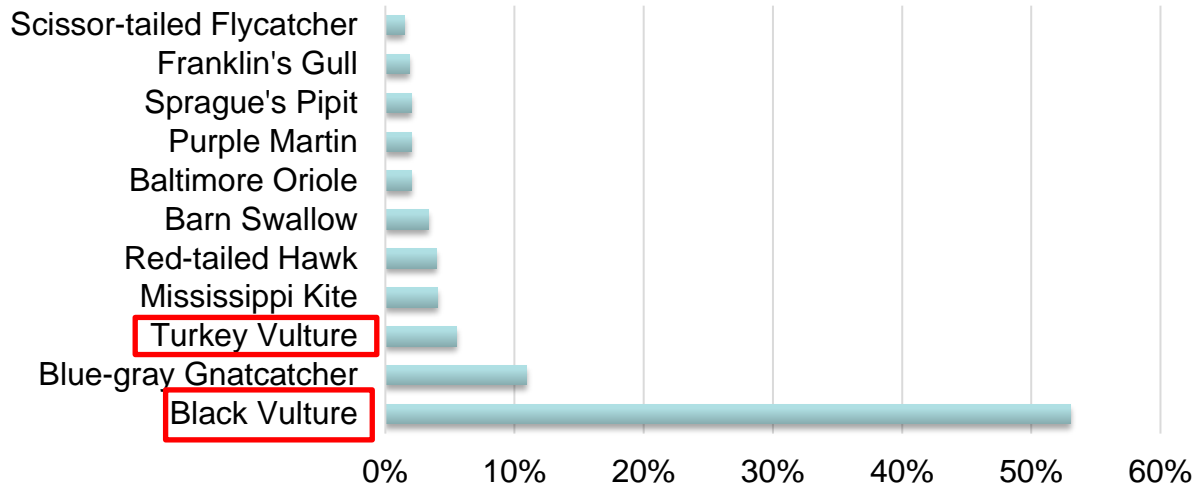


Untamed, Unrivaled

- Strike data from Randolph between Jan 2020 – Mar 2025
- Overall Known Avian Risk- Calculated using frequency of strikes per species, and species' Relative Hazard Score (RHS).
 - RHS based on species body mass, historic strike damage data, and airframe types.

Percent of Overall Known Avian Risk (T-6)

Percent of Overall Known Avian Risk (T-38)



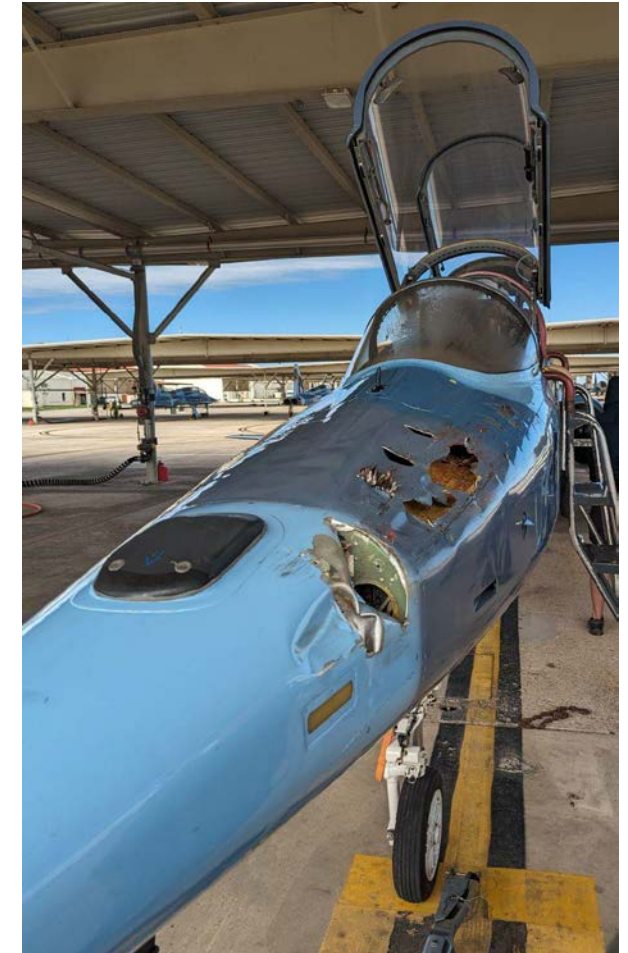


Vulture Strike Damage



Untamed, Unrivaled

- Vulture strikes are some of our most dangerous and expensive bird strikes.





Known Threats

Untamed, Unrivaled

- Difficult to disperse in flight
- Currently conducting dispersal/take at Beck Landfill
- Roosts (50+ Vultures) identified in Schertz and Cibolo



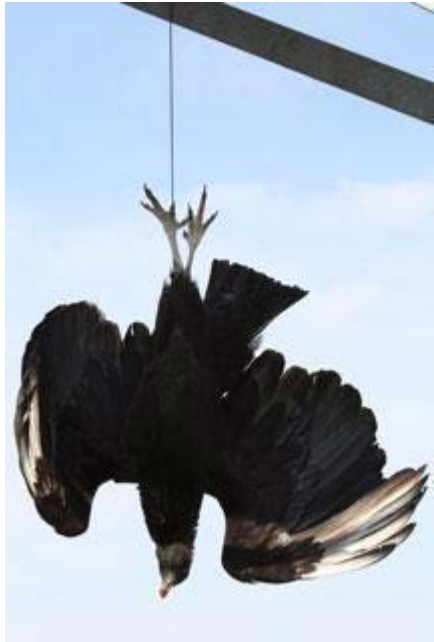


Mitigation Techniques



Untamed, Unrivalled

- Pyrotechnics – Preferred
- Paintball Guns
- Lasers
- Vulture Effigies
- Clapper Boards





Logistics



Untamed, Unrivaled

- Goal: Move vulture roost out of T-38 Pattern area, ideal location away from housing and low-flying pattern areas.
- Time frame: Multi-month/multi-year project. Dispersal work conducted around sunset, lasting 1-2 hours.
- Frequency: 1-3 evenings a week, may increase/decrease seasonally.



12th Flying Training Wing Partners with USDA Wildlife Services and City of Schertz to Mitigate Bird Hazards



THE 12TH FLYING TRAINING WING IS WORKING CLOSELY WITH A U.S. DEPARTMENT OF AGRICULTURE (USDA) WILDLIFE SERVICES BIOLOGIST AND THE CITY OF SCHERTZ TO PROACTIVELY MITIGATE WILDLIFE HAZARDS THAT POSE RISKS TO BOTH MILITARY FLIGHT OPERATIONS AND LOCAL COMMUNITIES.

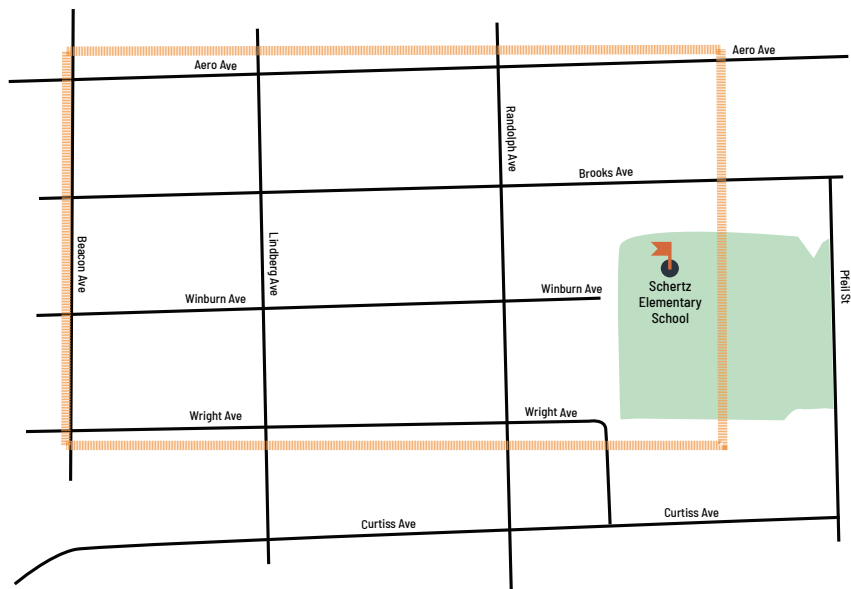
This partnership is focused on addressing the seasonal presence of large birds—particularly vultures—that have established roosts within the T-38 Talon and T-6 Texan II training aircraft traffic pattern. These roosts, located near residential areas and under low-altitude flight paths, present a significant safety concern for aviators and the public.

Initial dispersal efforts will begin in the vicinity of Schertz Elementary School. Residents who live northwest of the school, between Randolph Avenue and Beacon Avenue, will be closest to any pyrotechnics or noise associated with the dispersal. However, it is important to note that bird movement is unpredictable, and affected areas may shift over time.

Bird dispersal operations will be conducted around sunset, lasting approximately one to two hours, and occurring one to three evenings per week depending on the season. These operations, conducted under the direction of USDA Wildlife Services, utilize approved dispersal techniques which may include the use of pyrotechnics or other noise-making devices.

Residents are advised that they may hear loud bangs or sounds similar to fireworks during these periods. These noises are intentional and part of the effort to humanely encourage the birds to relocate away from residential and flight-critical areas.

VULTURE DISPERSAL EFFORTS MAP



The official start date for vulture mitigation is July 7; however, dispersal activities may not begin on that exact date, depending on field readiness and bird behavior.

The collaborative effort includes identifying attractants, adjusting habitat, and safely dispersing the birds in accordance with federal wildlife management best practices. These actions protect the integrity of flight training missions while maintaining ecological responsibility and community safety.

By working together, the 12th FTW, USDA Wildlife Services, and the City

of Schertz are ensuring safer skies for pilots and safer neighborhoods for residents—all while preserving the balance of the local ecosystem.

- 🕒 If you have questions about the dispersal efforts or the process, please contact Emi Chan, Wildlife Biologist – JBSA RND, USDA Wildlife Services, at (210) 652-2250. For general concerns or to report issues, residents can contact the Schertz Police Department non-emergency dispatch line at (210) 619-1200.

12th Flying Training Wing Partners with USDA Wildlife Services and the City to Mitigate Bird Hazards

VULTURE DISPERSAL EFFORTS MAP



The 12th Flying Training Wing is working closely with a U.S. Department of Agriculture (USDA) Wildlife Services biologist and the City of Schertz to proactively mitigate wildlife hazards that pose risks to both military flight operations and local communities.

This partnership is focused on addressing the seasonal presence of large birds—particularly vultures—that have established roosts within the T-38 Talon and T-6 Texan II training aircraft traffic pattern. These roosts, located near residential areas and under low-altitude flight paths, present a significant safety concern for aviators and the public.

Initial dispersal efforts will begin in the vicinity of Schertz Elementary School.

Residents who on Winburn Ave and Brooks Ave between Randolph Avenue and Beacon Avenue, will be closest to any pyrotechnics or noise associated with the dispersal.

Residents are advised that they may hear loud bangs or sounds similar to fireworks during these periods. These noises are intentional and part of the effort to humanely encourage the birds to relocate away from residential and flight-critical areas.

Bird dispersal operations will be conducted around sunset, lasting approximately one to two hours, and occurring one to three evenings per week, depending on the season. These operations, conducted under the direction of USDA Wildlife Services, utilize approved dispersal techniques that may include the use of pyrotechnics or other noise-making devices.

The collaborative effort includes identifying attractants, adjusting habitat, and safely dispersing the birds in accordance with federal wildlife management best practices. These actions protect the integrity of flight training missions while maintaining ecological responsibility and community safety.

By working together, the 12th FTW, USDA Wildlife Services, and the City of Schertz are ensuring safer skies for pilots and safer neighborhoods for residents, all while preserving the balance of the local ecosystem.

If you have questions about the dispersal efforts or the process, please contact Emi Chan, Wildlife Biologist – JBSA RND, USDA Wildlife Services, at 210-652-2250.

For general concerns or to report issues, residents can contact the Schertz Police Department non-emergency dispatch line at 210-619-1200.