



**MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
March 3, 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, MARCH 3, 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 Westbrook)**

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

National Employee Appreciation Day-March 6, 2026 (Councilmember Guerrero)

311 Recognition Day-March 11, 2026 (Councilmember Westbrook)

Procurement Month-March 2026 (Councilmember Heyward)

Employee Introductions

- EMS: Matthew Burzynski-EMT; Ethan Collum-EMT; Kyle Cool-EMT; Azalea Iniguez-EMT; Jorge Morales-EMT; Ricardo Rodriguez-Osoria-EMT; Noah Thatcher-EMT; James Fleishmann-Paramedic; Melinda McCoy-Paramedic; Saeed Valdes-Paramedic; Daniel Patlan-Paramedic
- Library: Rachel Bowerman, Library Assistant; Helena Frende-Library Assistant; Veronica Jones-Library Assistant
- Planning: Brandon Elliott, Planner
- Public Works (Water): Chandler Layer, Water/Wastewater Operator Trainee; Romeo Pena, Water/Wastewater Operator Trainee
- Utility Billing: Emilia Zapata-Utility Billing Specialist

Presentations

Presentation of 2026 TRAPS Gold Medal Award to the Schertz Parks, Recreation, and Community Services Department. (S.Gonzalez/L.Shrum)

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 Strategic Planning Meeting Council/Staff on February 6, 2026, the Special Council Meeting on February 9, 2026-Canvassing the January 31, 2026 Runoff Election and the regular Council Meeting on February 17, 2026 (S.Edmondson/S.Courney/I.Chavez)
2. **Resolution 26-R-023** - Authorizing the purchase of security hardware from SHI (B.James/D.Hardin/J.Bluebird)
3. **Resolution 26-R-036** - Authorizing an Advance Funding Agreement with the State of Texas for Rail Highway Safety Program Off-System (B.James/K.Woodlee/E.Schulze)

Discussion and Action Items

4. **Resolution 26-R-040** - Authorizing the land acquisition of the property located at 12235 Aztec Way for an amount not to exceed \$100,000 plus closing costs, specifying funding sources, and other matters in connection therewith (S.Williams/B.James)
5. **Resolution 26-R-039** - Authorizing a Wastewater Transmission and Treatment Capacity Lease Agreement with Green Valley Special Utility District (GVSUD) for temporary sewer capacity (S.Williams/B.James)

Public Hearings

6. **Ordinance 26-S-007**- Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 4 Section 21.4.3- Notice Requirements (B.James/L.Wood/D.Marquez).
7. **Ordinance 26-S-004** - Conduct a public hearing and consider a request for a Specific Use Permit to allow a convenience store with gas pumps on approximately 7.8 acres of land, located approximately 51-feet west from the intersection of IH-35 N Access Road and FM 2252, also known as 18920 IH 35 N, more specifically known as Guadalupe County Property Identification Number 114083 and Comal County Property Identification Number 119021, City of Schertz, Comal and Guadalupe County, Texas. (B.James/L.Wood/D.Marquez)

8. **Ordinance 26-S-005** - Conduct a public hearing and consider a request for a Specific Use Permit to allow a Truck Terminal on approximately 4.1 acres of land, located approximately 600-feet west of the intersection of Baugh Lane and Schwab Road, also known as 23870 Baugh Lane, more specifically known as Comal County Parcel Identification Number 464879, City of Schertz, Comal County, Texas.(B.James/L.Wood/W.Willingham)

9. **Ordinance 26-S-006** - Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 8 Section 21.8.4 - Home Occupations and Article 16- Definitions (B.James/L.Wood/W.Willingham)

10. **Ordinance 26-S-008** - Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC) to Article 5, Section 21.5.7- Dimensional and Development Standards, and Article 16 Definitions (B.James/L.Wood/D.Marquez).

Workshop

11. March 2026 Quarterly Streets Update (B James/K Woodlee/R Martinez)

Information available in City Council Packets - NO DISCUSSION TO OCCUR

Requests and Announcements

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

Adjournment

CERTIFICATION

I, SHEILA EDMONDSON, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 25TH DAY OF FEBRUARY 2026 AT 5:30 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEILA EDMONDSON

I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE OFFICIAL BULLETIN BOARD ON _____ DAY OF _____, 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 TIRZ II Board</p> <p>Liaison Board of Adjustments Senior Center Advisory Board-Alternate</p>	<p>Councilmember Davis– Place 1 Member Interview Committee Main Street Committee - Chair TIRZ II Board</p> <p>Liaison Parks & Recreation Advisory Board Schertz Housing Authority Board Transportation Safety Advisory Board</p>
<p>Councilmember Watson – Place 2 Member Audit Committee</p> <p>Liaison Library Advisory Board Senior Center Advisory Board Cibolo Valley Local Government Corporation (CVLGC)-Ex-Officio</p>	<p>Councilmember Macaluso – Place 3 Member Interview Committee Hal Baldwin Scholarship Committee TIRZ II Board Animal Services Advisory Committee-Alternate</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 Member Schertz-Seguin Local Government Corporation (SSLGC)</p> <p>Liaison Planning and Zoning Commission Schertz Historical Preservation Committee Cibolo Valley Local Government Corporation-Alternate</p>

Councilmember Heyward – Place 6

Member

Animal Services Advisory Committee

Audit Committee

Interview Committee-Chair

Investment Advisory Committee

Main Street Committee

Liaison

Building and Standards Commission

Economic Development Corporation - Alternate

Senior Center Advisory Board

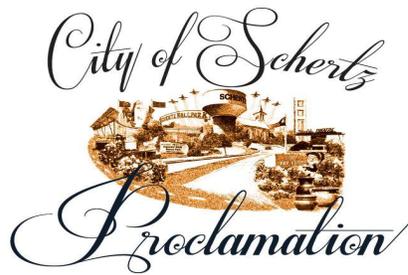
Councilmember Sheridan– Place 7

CITY COUNCIL MEMORANDUM

City Council Meeting: March 03, 2026
Department: City Secretary
Subject: National Employee Appreciation Day-March 6, 2026
(Councilmember Guerrero)

Attachments

National Employee Appreciation 2026



National Employee Appreciation Day

March 6th, 2026

WHEREAS, City of Schertz employees are dedicated public servants who perform their jobs with professionalism, compassion, and pride; and

WHEREAS, City of Schertz currently has 464 employees who are responsible for protecting public safety and health, caring for the less fortunate, enforcing laws, safeguarding the environment, building, and maintaining roads, promoting economic growth, licensing professionals and businesses, preserving our historical and cultural resources; and

WHEREAS, there are thousands of Schertz Residents who benefit from the services provided each day by the City of Schertz employees; and

WHEREAS, City of Schertz employees support the State of Texas Government by serving as responsible stewards of taxpayer funds and joining in efforts to improve operations and enhance service delivery throughout state agencies; and

WHEREAS, many City of Schertz employees support the well-being of their communities through acts of volunteerism and charity, including supporting the many worthwhile organizations that support the residents of the City of Schertz; and

WHEREAS, the City of Schertz has a Staff Appreciation Committee whose primary focus is to oversee employee recognition programs to ensure employees feel valued and motivated. Staff Appreciation events are designed to boost morale, retention and engagement by fostering a positive organizational culture. Annual events include the Employee-Cookout and Staff Excellence Awards, Thanksgiving and Christmas holiday events, as well as numerous other events throughout the year; and

WHEREAS, the City of Schertz also recognizes every department's National Recognition Day/Week/Month with a proclamation.

NOW, THEREFORE I, Ralph Rodriguez, Mayor of Schertz, Texas, do hereby recognize
March 6th, 2026 NATIONAL EMPLOYEE APPRECIATION DAY

I encourage all citizens of the City of Schertz to recognize and honor their commitment and dedication that our employees provide our great community.

IN TESTIMONY WHEREOF, I have signed my name officially and caused the Seal of City of Schertz to be affixed on this the 3rd day of March 2026.

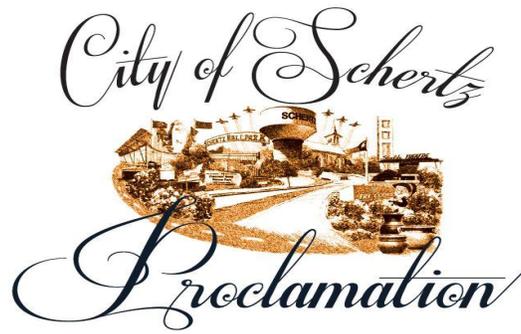
Ralph Rodriguez, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: March 03, 2026
Department: City Secretary
Subject: 311 Recognition Day-March 11, 2026 (Councilmember Westbrook)

Attachments

311 Appreciation Day



NATIONAL 311 DAY

MARCH 11, 2026

WHEREAS, the 311 Call Center provides citizens with a single point of contact for all non-emergency services that can be reported in person, electronically or by any other means of communication; and

WHEREAS, since the creation of the 911 emergency system, non-emergency calls have slowed operators' response times to true emergencies; and

WHEREAS, in 1996, Baltimore, Maryland adopted the first 311 system as a way to ease pressure on the overburdened 911 system. The new system freed up emergency phone lines and shortened wait times for emergency calls, helping 911 dispatchers get emergency services to folks that need them more quickly, ultimately saving lives; and

WHEREAS, the 311 system also invited the citizens to be the eyes and ears of the city while more closely connecting the public sector to its citizens; and

WHEREAS, the City of Schertz has two 311 Customer Relations Representatives who have a combined total of 14 years' experience.

NOW, THEREFORE, I, Ralph Rodriguez, Mayor of the City of Schertz, Texas
do hereby proclaim March 11, 2026 as

NATIONAL 311 DAY

I encourage all residents of the City of Schertz to recognize and honor the commitment, dedication, and hard work our 311 Staff provides for the 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 this the 3rd of March 2026.

Ralph Rodriguez, Mayor

Agenda No.

CITY COUNCIL MEMORANDUM

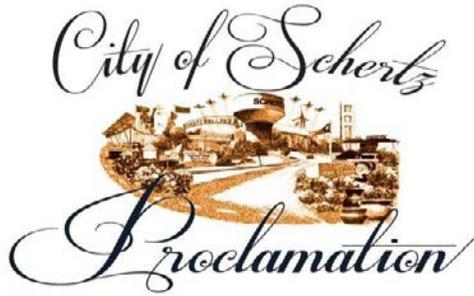
City Council Meeting: March 03, 2026

Department: City Secretary

Subject: Procurement Month-March 2026 (Councilmember Heyward)

Attachments

Procurement Month 2026



National Procurement Month-March 2026

WHEREAS, professional public procurement is crucial for the efficient and effective operation of all governments across the great State of Texas including the City of Schertz; and

WHEREAS, public procurement requires specific knowledge and skills, and the City of Schertz Purchasing Department has a dedicated staff of procurement professionals with more than 32 years combined experience; and

WHEREAS, these procurement professionals dedicate themselves to providing the best value for every taxpayer dollar by providing high-caliber strategic, logistical, and operational support for the City and dedicating themselves to expanding their knowledge, skills, and abilities for the public good; and

WHEREAS, in addition to the purchase of goods and services, public procurement adds value to the organization by performing such functions as executing, implementing, and administering contracts, developing strategic procurement strategies, cultivating working relationships with suppliers and other departments within the organization, and providing Safety and Risk Management Support to City Staff; and

WHEREAS, public procurement has tremendous influence on the economic conditions in the City of Schertz, the State of Texas, and indeed across the United States, with cumulative purchasing power running into the billions of dollars; and

WHEREAS, the National Institute of Governmental Purchasing (NIGP) has designated the month of March as "**Procurement Month**" to further expand the awareness of the purchasing professional's role to government officials, the general public, business, and corporate leaders; and

NOW, THEREFORE I, RALPH RODRIGUEZ, MAYOR OF SCHERTZ, TEXAS,
do hereby recognize **March 2026** as

Procurement Month

I encourage all residents of the City of Schertz to recognize and honor the dedication and hard work that the City of Schertz Purchasing Department provides on a daily basis.

IN TESTIMONY WHEREOF, I have signed my name officially and caused the Seal of The City of Schertz to be affixed at Schertz on this the 3rd day of March 2026.

Ralph Rodriguez, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: March 03, 2026
Department: Parks, Recreation & Community Service
Subject: Presentation of 2026 TRAPS Gold Medal Award to the Schertz Parks, Recreation, and Community Services Department.
(S.Gonzalez/L.Shrum)

BACKGROUND

The Texas Recreation and Park Society (TRAPS) is a 2,700-member organization of park and recreation professionals from across the state of Texas. Their annual institute was held in Corpus Christi, Texas this year on February 9-13, 2026 and the Schertz Parks & Recreation Team brought home the GOLD! The Texas Gold Medal Award honors departments for excellence in the field of recreation and park management over the past three (3) years. The award looks at growth over the three-year period in program and facility attendance, park acreage, recreational facilities, funding, employees, community engagement, and overall achievement related to the department's progress on their Master Plan, their involvement in TRAPS and NRPA, and the department's overall contributions to promoting public awareness of the significance of parks and recreation to the community.

The Schertz Parks & Recreation Department set a goal in 2016 to transform itself into a world-class department with highly qualified staff, adequate maintenance funding, a first-class trail system, and programming that meets the needs of the community. Over the previous three years, the department has added 8 new staff members (through the addition of the Civic Center), secured \$1 million in Transportation Alternatives Funding for trail and sidewalk projects and \$12 million in Economic Development Corporation funding for quality-of-life projects, and increased the annual General Fund budget by \$485,000 for park and trail projects. The department manages 493 acres of parkland; including 1 Recreation Center, 1 Aquatics Center, 1 Senior Center, 1 Civic/Convention Center, 2 Community Centers, 2 Athletic Complexes, 1 skate park, 1 dog park, 1 outdoor pool, 2 splash pads, and 25 miles of trails; and hosts almost 200 programs and special events annually.

The department was also honored to receive the Arts & Humanities Award (Class IV) for the Monster's Vale Collegium Program with the San Antonio LARP (Live Action Role Play) group. The Arts & Humanities Award honors a project or program that promotes cultural arts such as theatre arts, culinary arts, reading, painting, sculpting, drawing, quilting, etc.

The Monsters Vale Annual Collegium is an event that celebrates creativity, craftsmanship, and interactive learning, making it an outstanding contribution to the arts and humanities in Schertz. The Collegium brings together participants of all ages to engage in workshops such as leatherworking, fighter practice, boffer archery, and storytelling; blending performance, craft, and historical role-play.

Finally, our Park Operations Team competed in the State Maintenance Rodeo and represented Schertz proudly! The top 5 individual winners from each event category in each region (North, South, East, West, and Central) qualified to advance to the state competition. Cole Moody and Steven Lovelace placed 1st in the Central Region and advanced to the state competition, where they placed 3rd in the

state in the Truck & Trailer Obstacle Course competition. Ray Tyquiengco placed 1st in the Zero Turn Mower Obstacle Course competition in the Central Region and advanced to the state competition, where he placed 3rd in the state. Cole Moody also placed 1st in the Nail Driving competition in the Central Region and advanced to the state competition where he placed 4th in the state. Robert Dobratz (Backhoe), Ian King (Backhoe, Irrigation Assembly), and Diego Martinez (Irrigation Assembly) also competed and represented Schertz well.

Attachments

TRAPS 2026 review

TRAPS STATE INSTITUTE REVIEW



TEXAS RECREATION AND PARK SOCIETY ANNUAL INSTITUTE

- Education sessions, leadership development and statewide networking
- State Maintenance Rodeo competition
- State awards recognizing excellence in programming and operations



SCHERTZ'S STATEWIDE IMPACT



3 sessions presented

- Next Level leadership
- Crisis Ready
- Leadership Lessons

Organization Leadership

- Board of Directors
- Volunteer Coordinator
- Education Task Force
- Awards Committee

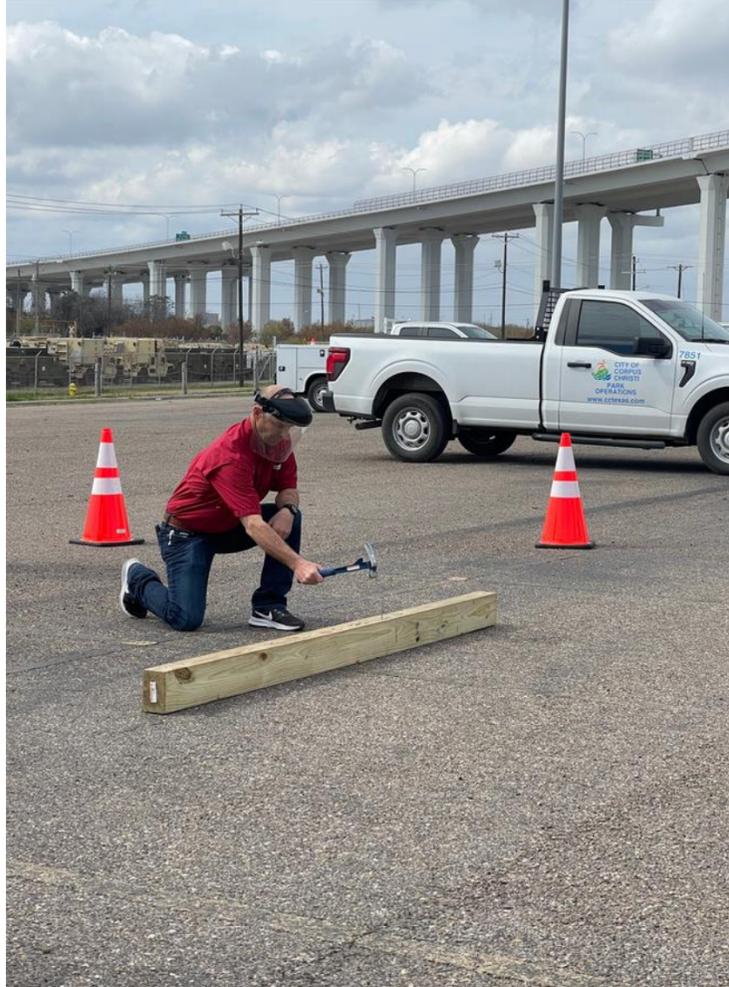
50+ Hours Volunteering

- Irrigation Judge
- Room Host
- CEU Monitor
- Check-in Tables

RODEO MAINTENANCE

Competed in 6 of 7 Events:

- Truck & Trailer: Cole Moody & Steven Lovelace
 - 3rd Place
- Zero Turn Mower: Ray Tyquiengco
 - 3rd Place
- Nail Drive: Cole Moody
 - 4th Place
- Backhoe Operation: Ian King & Robert Dobratz
- Irrigation Assembly: Ian King & Diego Martinez
- Plant & Weed ID: Steven Lovelace



STATE AWARDS

Class IV Gold Medal: Schertz PARD

For excellence in the field of recreation and park management for the past (3) years.

Class IV Arts & Humanities: Collegium

For outstanding programs that promote cultural arts such as theatre, culinary, reading, painting, etc.



COMMENTS & QUESTIONS



CITY COUNCIL MEMORANDUM

City Council Meeting: March 03, 2026
Department: City Secretary
Subject: Minutes - Approval of the minutes from the Strategic Planning Meeting Council/Staff on February 6, 2026, the Special Council Meeting on February 9, 2026-Canvassing the January 31, 2026 Runoff Election and the regular Council Meeting on February 17, 2026 (S.Edmondson/S.Courney/I.Chavez)

Attachments

Draft Minutes 02-09-2026
Draft Minutes 02-17-2026
Draft minutes 02-06-2026

DRAFT

MINUTES SPECIAL SESSION MEETING February 9, 2026

A Special Session Meeting was held by the Schertz City Council of the City of Schertz, Texas, on February 9, 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 Secretary Sheila Edmondson; Deputy City Secretary Sheree Courney

Call to Order

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

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

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

Hearing of Residents

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

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

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Mayor Pro Tem Davis recognized the following resident:

Sylvia Salas-Brown, 9778 Mulhouse Drive, Schertz, expressed safety concerns related to recent train accidents at FM 78 intersections and the lack of lighting at Rhine Valley Park.

Discussion and Action Items

1. **Resolution 26-R-020** - Approving the canvassing of the election returns and declaring the results of the January 31, 2026, Runoff Election for Place 7, and other matters in connection therewith. (Mayor/Council/S.Edmondson)

City Secretary Sheila Edmondson brought forward Resolution 26-R-020 approving the canvassing of the January 31, 2026, Runoff Election to fill the unexpired term for Council Place 7. The total votes cast was 724, which included 3 undervotes. The official final vote count showed:

Mr. John D. Carbon received 34.54% with 249 votes; and
Dr. Robert L. Sheridan III received 65.46% with 464 votes.

Mayor Rodriguez asked for a motion to approve the vote.

Moved by Councilmember Ben Guerrero, seconded by Councilmember Michelle Watson

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

Passed

2. **Oath of Office Councilmember Place 7** (S.Edmondson/S.Courney)
Oath of Office for Councilmember Place 7 was administered to Dr. Robert L. Sheridan, III, by County Judge John Terry.
3. **Comments: Councilmember Place 7**
Councilmember Sheridan thanked God for the opportunity to serve. Then recognized members of his family, veterans, and individuals who had served with him on city and youth boards, thanking them all for their support.

Adjournment

Mayor Rodriguez adjourned the meeting at 6:18 p.m.

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

DRAFT

MINUTES REGULAR MEETING February 17, 2026

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on February 17, 2026, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

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

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

Call to Order

Mayor Rodriguez called the meeting to order at 6:02 p.m.

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

Councilmember Guerrero provided the opening prayer and led the Pledges of Allegiance to the Flags of the United States and 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.

Proclamations

Government Communicators Day- February 20, 2026 (Councilmember Watson)
Councilmember Watson presented the Government Communicators Day—February 20, 2026 Proclamation to Public Affairs Director Krystal Haynes and members of the Public Affairs team.

Engineer's Appreciation Week- February 22-28, 2026 (Councilmember Macaluso)
Councilmember Macaluso presented the Engineer's Appreciation Week — February 22–28, 2026 Proclamation to City Engineer Kathy Woodlee and members of the Engineering team.

Employee Recognition

25 Year Tenure Service Pin: Shelley Krauss

City Manager Steve Williams presented Finance Department Administrative Assistant Shelley Krauss with a pin in honor and gratitude for her 25 years of dedicated service to the City of Schertz.

City Events and Announcements

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

Hearing of Residents

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

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Mayor Pro Tem Mark Davis recognized the following residents:

- **Maggie Titterington**, 1730 Schertz Parkway, thanked City Manager Steve Williams and Deputy City Manager Brian James for meeting with her to clarify the situation with the flyover and the closure of FM 3009. Ms. Titterington requested Union Pacific Railroad and TxDOT meet with the City stakeholders and business community to discuss plans for the future.
- **Daniel Jameson**, 1000 FM 78, Schertz, invited resident to attend the monthly VFW breakfast.

- **Holly Richard**, 11633 Arbor Park Lane, expressed concerns about the city's financial stability when nearly all the general fund is committed to personnel costs. Annual compensation rose from \$40 million to \$53 million in recurring costs. With a budget of \$54.5 million, this results in a \$1.5 million deficit for which reserves are being used to balance the budget. She urged Council to prioritize long-term financial stability and responsible budgeting to protect residents and maintain essential city services.
- **Jim Wolverton**, 3416 Estate Dr., Schertz, provided updates on the Elbel facility; issues at the Service Center on FM 78; partnering with the City of Schertz for 15,000 square feet of space; future public safety expansion; and the County's lack of authority to act without formal request.
- **Billie Langhus**, 2489 Jane Addams Dr., Schertz, expresses continued concerns regarding the legality of a Councilmember remaining on the dais after filing as a candidate for County Commissioner.
- **Raquel Gutierrez**, 1016 Silvertree, provided her background and reasons for running for Council. She stated that if elected, her key priorities will be public safety, infrastructure, and protecting the quality of life Schertz offers. Ms. Gutierrez stated the growth is inevitable and can be beneficial. However, it must be responsibly managed through careful planning and accountable leadership.
- **Dana Eldridge**, 2628 Gallant Fox, stated he is disgruntled about division in the city. He further stated that the City Attorney has already addressed the issue of a Councilmember continuing to serve until the special election. He also announced his support of Ms. Heyward's candidacy for County Commissioner.

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** - Authorizing 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)

Mayor Rodriguez removed Consent agenda item #3 for separate action and asked Council if any other consent agenda items needed to be removed for separate action.

Councilmember Heyward requested agenda item #2 be removed for separate action.

Mayor Rodriguez asked for a motion to approve Consent Agenda Items #1 and #4-14.

Moved by Councilmember Allison Heyward; seconded by Councilmember Ben Guerrero

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

Passed

Mayor Rodriguez recognized Councilmember Allison Heyward to open discussion on Consent Agenda Item #2, Appointments, Reappointments, and Resignations - City of Schertz Boards, Commissions, and Committees. Ms. Heyward stated she removed this item to correct the spelling of Commissioner John Carbon's last name. No other discussion occurred.

Mayor Rodriguez asked for a motion to approve Consent Agenda Items #2 with the correction to the spelling of Mr. Carbon's name.

Moved by Councilmember Allison Heyward; seconded by Councilmember Paul Macaluso

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

Passed

Mayor Rodriguez opened discussion on Consent Agenda Item #3, stating that the resolution number listed on the agenda as 25-R-145 did not exist. The correct resolution, which is consistent with the documentation in the agenda packet, is 26-R-033. No other discussion occurred.

Mayor Rodriguez asked for a motion to approve Consent Agenda Items #3 with the correction of the resolution number to reflect 26-R-033.

Moved by Councilmember Allison Heyward, seconded by Councilmember Ben Guerrero

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

Passed

Discussion and Action Items

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

Mayor Rodriguez recognized Deputy City Secretary Sheree Courney who introduced Ordinance 26-M-028 amending City Council Rules of Conduct and Procedure. Ms. Courney provided a summary of the amendments to include the addition of the City Council Training and Travel Policy.

Mayor Rodriguez opened the floor to Council for discussion.

No discussion occurred.

Mayor Rodriguez asked for a motion to approve Ordinance 26-M-028.

Moved by Mayor Pro Tem Mark Davis, seconded by Councilmember Michelle Watson

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

Passed

Workshop

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

Mayor Rodriguez recognized Police Chief Jim Lowery who presented the Schertz Police Department TCOLE 2025 Racial Profiling Report. Chief Lowery explained that this report is required by Texas state law. He explained the difference between racial profiling and criminal profiling. Chief Lowery provided historical data related to legislative requirements; department policy and training; an overview of traffic stops; use of force and injury data; search and contraband data; enforcement ration analysis; strategic policing approach; and key outcomes. He stated there were no racial profiling complaints in calendar year 2025.

Mayor Rodriguez opened the floor to Council for discussion.

Councilmembers asked how flock cameras factor into the information that was provided and if all vehicles were equipped with one. Chief Lowery explained that flock cameras don't take pictures of drivers, just license plates, so they do not factor into data collection for racial profiling statistics. They are stationary and located at major intersections where individuals would egress and ingress into the city. They are not attached to vehicles.

Closed Session

Mayor Rodriguez recessed to Closed Session at 7:02 p.m.

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

Mayor Rodriguez reconvened to Regular Session at 7:25 p.m.

19. Take any action based on discussion held in Closed Session under Agenda Item # 17. No action was taken on Agenda Item #17.
20. Take any action based on discussion held in Closed Session under Agenda Item # 18. No action was taken on 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

- Councilmembers Heyward and Watson requested a visualization of FM 3009 grade above grade, and a traffic impact analysis.
- Mayor Rodriguez requested an update on the road construction of the Dove Meadows Project and the road construction behind Sonic on First Street and Lee Street.
- Councilmember Watson requested an update on the ordinance for Schertz Parkway Traffic Control.

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

No requests by Mayor or Councilmembers for an item or presentation to be placed on a future City Council agenda.

● **City and Community Events attended and to be attended (Council)**

--Councilmember Watson attended the NEP luncheon.

--Councilmember Macaluso attended the Gym ribbon-cutting and The Chamber luncheon.

--Councilmember Guerrero attended the Gym ribbon-cutting, Police banquet, and the Strategic Planning Retreat.

--Councilmember Westbrook attended the Strategic Planning Retreat and the Gym ribbon-cutting.

--Councilmember Heyward attended Strategic Planning meeting, Annual Trailriders lunch, and the Cibolo Bingo at the Cibolo Senior Center.

--Councilmember Sheridan attended the NEP luncheon, The Chamber luncheon, and the SCUCISD School Board Meeting.

--Mayor Rodriguez attended the NEP luncheon, The Chamber luncheon, and the Rotary Gala for SCUCISD leaders.

Adjournment

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

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

DRAFT

MINUTES SPECIAL STRATEGIC PLANNING MEETING February 6, 2026

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on February 6, 2026, at 9:00 a.m. in the Tschirhart Boardroom #157, Green Valley Special Utility District, 605 FM 465, Marion, TX 78154. The following members present to-wit:

Present: Mayor Ralph Rodriguez; Mayor Pro Tem Mark Davis; Councilmember Ben Guerrero; Councilmember Robert Westbrook; Councilmember Allison Heyward

Absent: Councilmember Paul Macaluso; Councilmember Michelle Watson

Staff present: City Manager Steve Williams; Deputy City Manager Brian James; Assistant City Manager Sarah Gonzalez; City Secretary Sheila Edmondson

Opening Remarks

Mayor Ralph Rodriguez opened the meeting at 9:17 am. Mayor Rodriguez thanked the Council and Staff who attended the Council/Staff Strategic Planning Session.

City Manager Steve Williams welcomed everyone to the Council/Staff Strategic Planning Session. He provided a brief summary of the day's topics and then introduced Mr. Roy Davis and Ms. Mary Anne Wihbey-Davis, owners of Davis Success Solutions.

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.

Raquel Gutierrez, 1016 Silvertree Blvd, Schertz, TX - Ms. Gutierrez had some concerns about where and why today's meeting was being held at Green Valley Special Utility District Building in Marion, TX. She stated that having the meeting in another city, over 10 miles away, could have an unintentional consequence of having meaningful participation with the public. The accessibility matters and asks that future meetings are held in the City of Schertz, so residents can easily attend and participate.

Discussion and Action Items

1. City Manager Steve Williams welcomed everyone to today's Strategic Planning Meeting. Yesterday, CM Williams explained that the CM Staff and Department Heads met yesterday to learn about their individual DISC styles and how it fits with the rest of the staff's DISC styles. Today's session will go into detail about the types of DISC styles and how you can address organizational challenges and business strategies through professional development. (Roy Davis)

Mr. Roy Davis opened the session by asking what expectations City Council members have about today's session. Several replied they wanted to learn about themselves and their colleagues and staff.

Mr. Davis explained the DISC Program is an evaluation and assessment designed to address organizational challenges and business strategies through professional development.

The DISC facilitators were going to review the Council's and Staff's results and explain how each of the 4 styles work together. This program is a concept that can help understand how a person thinks and reacts to situations and at work and at home. There are four separate styles in the DiSC Model. D-Dominance, I-Influence, C-Conscientiousness and S-Steadiness.

Everyone has a little of each style, but the questionnaire was to identify your stronger tendencies. Understanding the "style" of each team member you work with can help you communicate effectively with others on a daily basis. Better communication with coworkers leads to more productivity and fewer misunderstandings.

Mayor Rodriguez adjourned the morning session for a lunch break at 12:09 pm.

2. Staff will conduct a workshop to discuss the strategic planning and the prioritization process. This may include discussion related to the City's strategic plan, operating budget, capital improvement plan (CIP), or City operations. (S.Williams/Executive Team)

Mayor Rodriguez reconvened the meeting at 1:08 pm.

CM Williams reviewed the Schertz Strategic Plan and the following goals.

1. Sustainable Government - Protect, Recruit and Develop, Identify and Transparency

2. Safe and Livable Community - Safeguard, Improve, Promote, Maintain and Expand
3. Infrastructure Investment - Develop and maintain, provide support for roadways, sidewalks, transportation infrastructure and water and wastewater and drainage issues
4. Sense of Community - Actively engage and communicate, host events and grow. Planning 250th USA Birthday and 50th Jubilee Celebration. Overseeing Senior Center.
5. Thriving Economy - Support strategic development, revitalization, work on business retention and recruitment and manage our land use.

Other City news included:

- The Main Street Project is getting utilities into the ground, and water, sewer and roads will start next on the list for Main Street project.
- Commercial and industrial development throughout the city is in all stages and expanding.
- Retail development in Schertz Station is increasing, with several restaurants coming into Schertz.
- In March 2026, Council and Staff will have a pre-budget workshop to review all the items planned for the 2026-2027 FY Budget.

Adjournment

Mayor Rodriguez adjourned the meeting at 2:49 pm.

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: March 03, 2026
Department: City Secretary
Subject: Resolution 26-R-023 - Authorizing the purchase of security hardware from SHI (B.James/D.Hardin/J.Bluebird)

BACKGROUND

As part of the City’s ongoing efforts to maintain a secure and reliable technology environment, a third-party vendor was retained to audit and verify the lifecycle status of the City’s security hardware. The assessment concluded that the current equipment has reached the end of its useful and supported lifecycle and should be upgraded to maintain system reliability, security, and vendor support. This resolution seeks authorization to use funds approved in the FY 2025–26 Information Technology budget to acquire new security hardware from SHI (a Buyboard cooperative vendor), which includes three years of Premium Support and three years of associated software support. The total cost for the hardware and support is \$110,684. Funding is available within the FY 2025–26 Information Technology budget, with a maximum not-to-exceed amount of \$111,000.

GOAL

To obtain Council authorization to purchase new security hardware to ensure the continued protection of City resources.

COMMUNITY BENEFIT

To protect city and community resources with additional layers of proven security hardware.

SUMMARY OF RECOMMENDED ACTION

Authorize approval of purchase of recommended security hardware with three years of support.

FISCAL IMPACT

The initial cost of the hardware is \$110,684 with three years of support. Funds are available in the Information Technology budget for FY 25-26. The maximum not to exceed amount is set at \$111,000.

RECOMMENDATION

Approval for Resolution 26-R-023.

Attachments

Resolution 26-R-023 no attachment
SHI Quote

RESOLUTION NO. 26-R-023

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING THE PURCHASE OF SECURITY HARDWARE FROM SHI.

WHEREAS, the Schertz Information Technology Department has identified a need to purchase security hardware for the City; and

WHEREAS, the Schertz Information Technology Department engaged the services of an external vendor to evaluate and recommend the appropriate hardware solutions to effectively support City staff and serve the needs of the community; and

WHEREAS, the Schertz Information Technology Department has selected SHI, a BuyBoard National Purchasing Cooperative vendor, for the purchase of this hardware; and

WHEREAS, the BuyBoard National Purchasing Cooperative is a national online purchasing cooperative formed between the National School Boards Association and several state school boards associations, developed to comply with state laws which require government entities to make purchases through a competitive procurement process; and

WHEREAS, BuyBoard gives public entities the advantage of leveraging the cooperative's ability to obtain bulk discounts, combined with the ease of online, web-based shopping

WHEREAS, the City of Schertz will fund the purchase of the security hardware through the approved 2025-2026 annual Information Technology Department budget.

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

Section 1. The City Council hereby authorizes purchases with security hardware not to exceed the amount of **ONE HUNDRED ELEVEN THOUSAND DOLLARS** (\$111,000.00) during the FY 2025-2026.

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



Pricing Proposal
Quotation #: 27197325
Created On: 2/20/2026
Valid Until: 2/27/2026

TX-City of Schertz

Andrew Conley

, TX
United States
Phone:
Email: aconley@schertz.com

Client Solutions Manager

Teresa Sapichino

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8240
Email: Teresa_Sapichino@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Palo Alto Networks PA-1410 Palo Alto Networks - Part#: PAN-PA-1410 Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	4	\$5,071.29	\$20,285.16
2 PA-1410, Premium support, 3 years (36 months) term. Palo Alto Networks - Part#: PAN-SVC-PREM-1410-3YR Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	4	\$5,663.90	\$22,655.60
3 PA-1410, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and SD- WAN), 3 years (36 months) term Palo Alto Networks - Part#: PAN-PA-1410-BND-CORESEC-3YR Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	4	\$13,853.46	\$55,413.84
4 PA-1410, Prisma Access Agent subscription, 3 years (36 months) term. Palo Alto Networks - Part#: PAN-PA-1410-PAA-3YR Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	4	\$3,082.35	\$12,329.40
		Subtotal	\$110,684.00
		Shipping	\$0.00
		Total	\$110,684.00

Additional Comments

Palo Alto has a no returns policy.

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CITY COUNCIL MEMORANDUM

City Council Meeting: March 03, 2026
Department: Engineering
Subject: Resolution 26-R-036 - Authorizing an Advance Funding Agreement with the State of Texas for Rail Highway Safety Program Off-System (B.James/K.Woodlee/E.Schulze)

BACKGROUND

The Texas Department of Transportation (TxDOT) is working on a project to improve the railroad crossing on Schertz Parkway near FM 78. This is part of their Off-System Rail Highway Safety Program. They are requesting that the City participate in the project by funding the sidewalks as Union Pacific Railroad has indicated that current sidewalks in the railroad right of way are not licensed.

The Schertz City Council approved Resolution 25-R-142 on October 14, 2025, to enter into an Advanced Funding Agreement (AFA) with the State of Texas for Rail Highway Safety Program Off-System. TxDOT requested that the City amend the previously approved resolution to remove the verbiage "in substantially the form set forth as Exhibit A". That phrase along with the exhibit have been removed from the Resolution itself. The AFA is provided as a separate attachment to this agenda item. No other changes have been made to this Resolution 26-R-036 which replaces Resolution 25-R-142.

GOAL

The goal of Resolution 26-R-036 is to authorize an AFA with the State of Texas for the railroad crossing improvements on Schertz Parkway at FM 78.

COMMUNITY BENEFIT

The agreement will allow TxDOT to construct sidewalks along with other roadway improvements at the railroad crossing near Schertz Parkway and FM 78. This supports the City's Strategic goals of a Safe and Livable Community and Infrastructure Investment.

SUMMARY OF RECOMMENDED ACTION

Staff recommends City Council approve Resolution 26-R-036, authorizing an AFA with the State of Texas for railroad crossing improvements on Schertz Parkway at FM 78.

FISCAL IMPACT

The City's local participation is budgeted at \$50,000, but will be based on actual costs. Funding will be from the Streets Operating Expenses FY 25-26.

RECOMMENDATION

Approve Resolution 26-R-036.

Attachments

Resolution 26-R-036

RESOLUTION NO. 26-R-036

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS FOR RAIL HIGHWAY SAFETY PROGRAM OFF-SYSTEM

WHEREAS, Schertz City Council approved Resolution 25-R-142 on October 14, 2025, authorizing an Advanced Funding Agreement with Texas Department of Transportation (TxDOT); and

WHEREAS, this Resolution will repeal and replace Resolution 25-R-142; and

WHEREAS, the TxDOT is undertaking a project to improve the railroad crossing on Schertz Parkway near FM 78; and

WHEREAS, the Union Pacific Railroad (UPRR) has indicted that current sidewalks in their property are not licensed; and

WHEREAS, TxDOT has requested that the City participate in the project by funding proposed sidewalk improvements; and

WHEREAS, City Staff has recommended that the City enter into an Advance Funding Agreement (AFA) with the State of Texas for the railroad crossing improvements.

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

Section 1. The City Council hereby authorizes the City Manager to execute the TxDOT Advance Funding Agreement.

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

(city seal)

CITY COUNCIL MEMORANDUM

City Council Meeting: March 03, 2026
Department: Executive Team
Subject: Resolution 26-R-040 - Authorizing the land acquisition of the property located at 12235 Aztec Way for an amount not to exceed \$100,000 plus closing costs, specifying funding sources, and other matters in connection therewith (S.Williams/B.James)

BACKGROUND

The City is seeking to acquire the 2.37 acre property at 12235 Aztec Way. This property is at the southeast corner of FM 78 and Aztec Way. The Cibolo Creek runs through this property. A small portion of the property along Aztec Way is not in the City limits. Staff is proposing to acquire this property as owning it will allow the city to better maintain the property for drainage purposes. It also will allow the City to ensure the property is kept free of debris and refuse. The property is adjacent to Palm Park.

GOAL

Provide for a safe and livable community.

COMMUNITY BENEFIT

Improve property conditions and the overall appearance of the City. Promote environmental stewardship and health. Develop water, wastewater and drainage infrastructure.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 26-R-040 authorizing the purchase of the property at 12235 Aztec Way.

FISCAL IMPACT

The fiscal impact is \$100,000 plus closing costs from the General Fund to be taken from sales taxes received over estimates in FY 2024-25.

RECOMMENDATION

Approval of Resolution 26-R-040.

Attachments

Resolution 26-R-040 no attachment

RESOLUTION 26-R-040

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS TO ACQUIRE THE PROPERTY LOCATED AT 12235 AZTEC WAY FOR AN AMOUNT NOT TO EXCEED 100,000.00 PLUS CLOSING COSTS FROM THE GENERAL FUND AND RELATED MATTERS IN CONNECTION THEREWITH.

WHEREAS, The City of Schertz desires to improve property conditions and the overall appearance of the City, promote environmental stewardship and health, develop water, wastewater and drainage infrastructure; and

WHEREAS, the acquisition will serve to create a safe and livable community; and

WHEREAS, the acquisition is consistent with the City's goal of making infrastructure investments; and

WHEREAS, the City has had an appraisal conducted of the property; and

WHEREAS, Staff briefed City Council on the merits of acquiring the property; and

WHEREAS, the City's realtor has negotiated with the property owner and the property owner has agreed to sell the property to the City; and

WHEREAS, the City of Schertz will fund the purchase of the property from the General Fund.

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

Section 1. The City Council hereby authorizes purchasing the property located at 12235 Aztec Way and authorizes the City Manager to execute the necessary documents to purchase the property for an amount not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) plus closing costs.

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

CITY COUNCIL MEMORANDUM

City Council Meeting: March 03, 2026
Department: Executive Team
Subject: Resolution 26-R-039 - Authorizing a Wastewater Transmission and Treatment Capacity Lease Agreement with Green Valley Special Utility District (GVSUD) for temporary sewer capacity (S.Williams/B.James)

BACKGROUND

The Cibolo Creek Municipal Authority (CCMA) provides wastewater treatment services for most of the City of Schertz as well as areas outside the City of Schertz. CCMA operates two wastewater treatment plants, the Odo J. Riedel Regional Water Reclamation Plant, which is off of Schaeffer Road and serves northern Schertz, and the South Plant, that as the name implies, serves southern Schertz. Staff presented a work session item to City Council on April 15, 2025 about the need to quickly move forward in partnership with CCMA to expand the South Plant (presentation attached), which council provided. On September 16, 2025, City Council approved Resolution 25-R-129 authorizing a contract with CCMA for the expansion of the South Plant and on November 18, 2025 City Council approved Resolution 25-R-159 approving a bond order for CCMA for the design of the expansion.

By way of background, in late 2014, the City entered into the Southern Plan Wastewater Services and Funding Agreement By and Among Cibolo Creek Municipal Authority, City of Schertz and City of Cibolo to provide for construction of the CCMA South Sewer Treatment Plant. There was a subsequent amendment and a related agreement also approved. The effect of the agreements is that CCMA would build a 500,000-gallons per day sewer treatment plant. Schertz would pay the bonds for the first 10 years. Cibolo would have to decide by late 2023 whether they would opt in to the plant - if they did they would have rights to half of the capacity, but would pay half of the cost (splitting the next 10 years bond payments with Schertz and paying the last 10 themselves). If they did not opt in, Schertz would pay all of the bond costs, but have rights to all of the capacity.

In December 2022, the City and Green Valley Municipal Utility District (GVSUD) entered into a mediated settlement agreement. Per that agreement, the City assigned 75,000 gallons per day to GVSUD at no cost and agreed to provide another 50,000 gallons per day with GVSUD paying Schertz's cost for this capacity. So, in total, the City gave up 125,000 gallons per day of capacity to GVSUD. Cibolo opted in to the South Plant, and as such, they have rights to half of the 500,000 gallons per day of capacity. As a result of this, Schertz has only 125,000 gallons per day of capacity in the plant.

At present, only Schertz is contributing flows to the plant. As noted during the April 15, 2025 presentation, Schertz is already using its allocated 125,000 gallons per day of capacity. There are a number of projects in process that would have to lift up north to the OJR Plant or provide for pump and haul if the City does not obtain more capacity. Schertz has reached out to Cibolo and GVSUD about utilizing their capacity until the plant can be expanded. Per the discussion at the April 15, 2025 Council meeting, staff began discussions about leasing capacity in the south plant from GVSUD until

the plant expansion is completed and the City has rights to capacity needed to support new development. GVSUD agreed to lease the City capacity until the plant expansion occurs, estimated to be four to five years, for \$250,000 per year.

As part of this agreement, the City is agreeing to provide GVSUD a right of first refusal if the City sells its rights to water leases in the Cibolo Valley Local Government Corporation (CVLGC). The City has been a founding member of CVLGC, which was created over a decade ago, along with the City of Cibolo. CVLGC was created in order to provide additional water to the City of Schertz. At that time, the City of Seguin was not experiencing the growth it is today and did not anticipate needing more water from the Schertz Seguin Local Government Corporation (SSLGC), the City of Schertz' primary source of water. Given the changed conditions, since that time and rather than paying for the overhead costs of two water providers, City staff is of the opinion that the City should extricate itself from CVLGC and get the additional water it needs from SSLGC. Staff will come forward with a separate workshop on that topic in the near future. To be clear this agreement with GVSUD does not require the city to relinquish its rights to the CVLGC water leases, but if it does, GVSUD has a right of first refusal to acquire them.

GOAL

Provide for a safe and livable community. Make infrastructure investments. Promote a thriving economy.

COMMUNITY BENEFIT

Effectively plan and manage land use. Develop and maintain water, wastewater and drainage infrastructure. Promote environmental stewardship and health.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 26-R-039 to authorize the City to enter into an agreement with GVSUD to lease capacity in the CCMA south treatment plant until the expansion of the south plant provides the City more capacity.

FISCAL IMPACT

The cost of the lease of capacity is \$250,000 per year. It is estimated that the CCMA south plant expansion will be completed in four to five years. Funds to pay for this lease will come from the sewer fund.

RECOMMENDATION

Approve Resolution 26-R-039.

Attachments

Resolution 26-R-039 with attachment
April 15 2025 presentation

RESOLUTION 26-R-039

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A WASTEWATER TRANSMISSION AND TREATMENT CAPACITY LEASE AGREEMENT WITH THE GREEN VALLEY SPECIAL UTILITY DISTRICT (GVSUD) AND RELATED MATTERS IN CONNECTION THEREWITH.

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

WHEREAS, the City has entered into the Regional Wastewater Treatment Contract South Wastewater Treatment Plant Expansion Project with CCMA for that expansion; and

WHEREAS, the expansion of the South Plant which will provide additional needed sewer treatment capacity to the City of Schertz is not anticipated to be completed for four or five years; and

WHEREAS, the City is experiencing tremendous growth in the area if southern Schertz that is served by the South Plant, and

WHEREAS, in order to provide needed sewer treatment capacity until the completion of the South Plant expansion, staff recommends entering into the Wastewater Transmission and Treatment Capacity Lease Agreement with GVSUD.

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

Section 1. The City Council hereby authorizes a Wastewater Transmission and Treatment Capacity Lease Agreement generally per the attached 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"

Wastewater Transmission and Treatment Capacity Lease Agreement

WASTEWATER TRANSMISSION AND TREATMENT CAPACITY LEASE AGREEMENT

This Wastewater Transmission and Treatment Capacity Lease Agreement (the “Lease or “Agreement”) is entered into by and between GREEN VALLEY SPECIAL UTILITY DISTRICT, a Texas special utility district created pursuant to, and operating under, the authority of Chapters 49 and 65, Texas Water Code (“GVSUD” or “Lessor”) and CITY OF SCHERTZ, TEXAS, a Texas home rule municipality (“Schertz” or “Lessee”) (each a “Party” and collectively, the “Parties”), for the purpose of providing the terms and conditions by which Lessor’s right and entitlement to certain wastewater transmission and treatment capacity shall be leased to Lessee for use in enabling Lessee to provide retail wastewater service to Lessee customers.

RECITALS

WHEREAS, Lessor and Lessee are parties to that certain April 27, 2023 Wastewater Line Capacity Agreement (the “Line Capacity Agreement”), a true and correct copy of which is attached as **Exhibit A** to this Lease; and

WHEREAS, among other terms and conditions of the Line Capacity Agreement, Schertz assigned to GVSUD 75,000 gallons per day (“gpd”) average daily flow capacity in Schertz’s Woman Hollering Creek Trunk Line/Lift Station (“WHCTL/LS”) at no cost to GVSUD and agreed to assign up to an additional 75,000 gpd average daily flow capacity at Schertz’s actual cost paid, for a total of up to 150,000 gpd of transmission capacity in the WHCTL/LS; and

WHEREAS, Lessor and Lessee are parties to that certain April 27, 2023 Cibolo Creek Municipal Authority South Wastewater Treatment Plant Capacity Agreement (the “Treatment Capacity Agreement”), a true and correct copy of which is attached hereto as **Exhibit B** to this Lease; and

WHEREAS, among other terms and condition of the Treatment Capacity Agreement, Schertz assigned to GVSUD 75,000 gpd average daily flow of treatment capacity out of its undivided interest in the Cibolo Creek Municipal Authority South Wastewater Treatment Plant (“CCMA South Plant”) at no cost to GVSUD, and up to an additional 50,000 gpd average daily flow treatment capacity at Schertz’s actual cost, for a total of up to 125,000 gpd average daily flow CCM South Plant treatment capacity; and

WHEREAS, Schertz has determined that it has an immediate need for additional wastewater transmission and treatment capacity in the area served by the CCMA South Plant pending the proposed capacity expansion of the CCMA South Plant to serve development; and

WHEREAS, Lessee, together with the City of Cibolo, Texas, jointly formed and continues to fund the Cibolo Valley Local Government Corporation (“CVLGC”) for the purpose of obtaining groundwater rights and the development of a public water supply project to provide additional supplies of potable water for the benefit of the citizens of Schertz and Cibolo; and

WHEREAS, CVLGC has acquired approximately 11,000 acre feet per year (“afpy”) of groundwater rights through leases located in Wilson County, Texas, along with other assets, including but not

limited to designs, plans, analysis related to a water production, transmission and conveyance infrastructure, and real property interests, including well sites, easements and other valuable assets (the "CVLGC Assets:"); and

WHEREAS, events subsequent to the formation by CVLGC and CVLGC's acquisition of groundwater rights, including but not limited to Lessee's participation in the Schertz Seguin Local Government Corporation ("SSLCG"), have caused Lessee to determine that it may no longer have an interest or need to develop the project with the groundwater rights acquired by CVLGC or to continue to maintain those groundwater rights through the payment of royalties and/or delay rentals; and

WHEREAS, Lessor has determined that it does not have an immediate need for and is willing to temporarily : (1) the 150,000 gpd average daily flow WHCTL/LS transmission capacity assignable to GVSUD pursuant to the Line Capacity Agreement; or (2) the 125,000 gpd average daily flow CCMA South Plant treatment capacity pursuant to the Treatment Capacity Agreement; and

WHEREAS, Lessor has further determined that it is willing to temporarily lease to Lessee pursuant to this Lease both; (1) its entitlement to 150,000 gpd average daily flow of WHCTL/LS transmission capacity under the Transmission Capacity Agreement; and (2) its entitlement to 125,000 gpd average daily flow of treatment capacity in the CCM South Plant; and

WHEREAS, Lessor is willing to lease to Lessee a portion of its wastewater transportation and treatment rights, subject to the terms and conditions of this Lease.

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

AGREEMENT

1. **Recitals Incorporated:** Each of the recitals in this Lease are incorporated into this Lease by reference for all purposes.
2. **Agreements Incorporated:** The Line Capacity Agreement and Treatment Capacity Agreement, and each of their respective terms and conditions are incorporated into this Lease by reference for all purposes.
3. **Demise:** Lessor, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both Parties, does hereby demise and lease to Lessee for the Lease Term (hereinafter defined) 150,000 gpd average flow wastewater transportation capacity in the WHCTL/LS, and 125,000 gpd average flow wastewater treatment capacity in the CCMA South Plant (collectively, the "Capacity"). Lessee shall be solely responsible for all obligations and undertakings of GVSUD regarding the specified Capacity as set forth in the Line Capacity Agreement and the Treatment Capacity Agreement, for the Term of the Lease, including, but not limited to, metering and reporting obligations, maintenance and repairs, the payment of any and all rents, charges and assessments, and specifically including, but not limited to, any impact fee associated with the CCMA South Plant treatment capacity.

During the Term of the Lease, Lessor shall have no responsibility or liability to Lessee for treatment charges, maintenance fees, CCMA impact fees or other expenses incurred by Lessee in its use of the leased Capacity.

4. Lease Term: The Lease will be effective upon execution (the "Effective Date"), the Term of the Lease will commence on the Commencement Date, as further defined herein, and will expire on that day that is the last day of the fifth year following the Commencement Date unless renewed in writing as provided in Section 5 of this Lease. The Commencement Date will be the earlier to occur of (i) ninety (90) days following the Effective Date; or (ii) such earlier date as Lessee actually commences the transportation and treatment of wastewater utilizing the leased capacity under this Lease.
5. Option to Renew: Provided that Lessee is not in default under this Lease beyond applicable notice and cure periods at the time of the exercise of the Option granted herein, Lessee is granted the option (the "Option") to renew this Lease for one additional term of one year (the "Renewal Term") commencing on the next day after the expiration of the Initial Term. Lessee shall exercise the Option, if at all, by delivering Lessor written notice of the exercise of the Option at least 90 days prior to the expiration of the Initial Term. Lessee's lease of the transport and treatment capacity during the Renewal Term will be upon the same terms as for the Initial Term, except that the Rent (hereinafter defined) will adjust as hereinafter provided and during the Renewal Term. Lessee will have no further right to renew this Lease, and no continuation of the Lease is or will be implied. Lessee shall develop alternative or replacement capacity prior to the expiration of this Lease.
6. Rent.
 - A. Initial Term. Lessee agrees to pay to Lessor Annual Rent for the Capacity in quarterly installments, in advance, beginning on the Commencement Date of \$62,500 per quarter for a total Annual Rent of \$250,000.00. Further, Lessee agrees to provide a right of first refusal to the Lessor if the Lessee determines to convey the Lessee's interests in the CVLGC Assets free and unencumbered from any liens or limitations on Lessor's ownership and use of the CVLGC Assets.
 - B. Renewal Term. Provided that Lessee has complied with all terms and conditions of this Lease, the Parties agree to negotiate in good faith the annual Rent for the Renewal Term upon receipt of notice by Lessee to Lessor pursuant to the Notice provisions of this Lease of Lessee's intent to exercise its option for the Renewal Term.
 - C. Payment of Rent. With the exception of Each installment of quarterly Rent shall be due and payable on the first day of the quarter by Automated Clearing House ("ACH").
7. Operation of the Wastewater Infrastructure. Lessee shall at all times during the Lease Term be solely responsible for the operation and maintenance, repair and replacement of the WHCTL/LS. Lessee shall operate the WHCTL/LS in accordance with all applicable laws and in accordance with industry standards.

8. Representations, Warranties and Covenants of Lessor: Lessor represents, warrants and covenants to Lessee that:
- A. Title. Lessor has good, marketable and indefeasible property rights to the Capacity subject to this Lease.
 - B. Authority. Lessor has all requisite power and authority, has taken all actions required by its organizational documents and applicable law, and has obtained all necessary consents, to execute and deliver this Lease and to consummate the transaction contemplated in this Lease.
 - C. Other Agreements, etc. Neither the execution of this Agreement nor the confirmation by Lessor of the transactions contemplated hereby will (i) conflict with or result in any breach of the terms, conditions or provisions of, or constitute a default under; (ii) violate any restriction to which Lessor or the Capacity subject to this Lease; or (iii) constitute the violation of any applicable laws
 - D. Proceedings. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary bankruptcy proceedings, or under any debtor relief laws, contemplated by or pending or threatened against Lessor or the capacity rights in the WHCTL/LS or CCMA South Plant capacity.
 - E. Litigation. Lessor is not now a party to any material litigation, arbitration or administrative proceeding (i) with any person or entity having or claiming any interest in the Capacity subject to this Lease; or (ii) affecting or questioning Lessor's property interest in the Capacity rights in the WHCTL/LS or CCMA South Plant subject to this Lease.
 - F. Compliance with Laws. To the best of Lessor's knowledge and belief, all applicable laws bearing on the Capacity volumes subject to this Lease have been complied with and this Lease will not violate any such laws.
 - G. Consents. As of the Commencement Date, no consent to the execution or implementation of this Lease is required from any third party
 - H. True and Correct. To Lessor's best knowledge, after reasonable inquiry, all information and other items heretofore or hereafter submitted to Lessee by or on behalf of Lessor are true, correct and complete. Lessor is not aware of any omission to supply Lessee with any material information or other items with respect to Lessor's capacity rights in the WHCTL/LS or CCMA South Plant subject to this Lease.

Lessor acknowledges that the execution of this Lease by Lessee has been made, and the lease of the Pipeline System by Lessee will have been made, in material reliance by Lessee on Lessor's representations and warranties contained in this Paragraph 8.

9. Representations, Warranties and Covenants of Lessee: Lessee represents, warrants and covenants to Lessor that:
- A. Authority. Lessee has all requisite power and authority, has taken all actions required by its organizational documents and Applicable Laws, and has obtained all necessary consents, to execute and deliver this Lease and to consummate the transactions contemplated in this Lease.
 - B. CVLGC Assets. Lessee will make a good faith effort to obtain the legal authority and all requisite approvals to convey all of its undivided interest in the CVLGC Assets to Lessor should it make the determination that the Lessee to convey Lessee's interest in the CVLGC assets.
 - C. Proceedings. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary bankruptcy proceedings, or under any debtor relief laws, contemplated by or pending or threatened against Lessee.
 - D. Consents. No consent to the execution or implementation of this Lease is required from any third party.
 - E. Licenses. Lessee possesses or will possess all licenses, certificates and permits that are required to fulfill its obligations hereunder.
 - F. Liens. Lessee has no authority, express or implied, and will not create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner bind the interest of Lessor or Lessee in the capacity leased hereunder, including those who may furnish materials or perform labor for any construction or repairs.
 - G. Litigation. Lessee is not now a party to any material litigation, arbitration or administrative proceeding affecting or questioning Lessee's ability to perform its obligation under this Lease.
 - H. True and Correct. To Lessee's best knowledge, after reasonable inquiry, all information and other items heretofore or hereafter submitted to Lessor by or on behalf of Lessee are true, correct and complete.

Lessee acknowledges that the execution of this Lease by Lessor has been made, and the lease of the Pipeline System by Lessor will have been made, in material reliance by Lessor on Lessee's representations and warranties contained in this Paragraph 9.

10. Agreement to Hold Harmless: To the extent authorized by law governing municipalities and special district, each Party hereto shall defend, protect and hold the other free and harmless from and against any and all claims, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including attorneys' fees) for death or injury to any person or damage to any property whatsoever arising or resulting in whole or in part, directly or indirectly, out of the

acts or omissions of the counterparty or its employees, contractors or agents or arising out of any breach by the other party to this Lease.

11. Insurance:

A. Maintenance of Existing Coverage. Lessor and Lessee will maintain such or similar insurance coverages in place as exist at the time of execution of this Agreement to the extent pertinent to the respective obligations of each herein.

B. Waiver of Subrogation. Lessor and Lessee and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard which is covered by insurance carried on the WHCTL/LS or carried in connection with property on or activities conducted on the easements/rights-of-ways on which the WHCTL/LS is located, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

12. Assignment: This Lease may not be assigned by either Party without the prior written consent of the other Party. The foregoing restrictions on assignment shall not apply to (a) a transfer by a party to an affiliate, provided that the assignment shall not relieve the assignor's obligations under this Lease.

13. Surrender upon Termination. Upon the expiration of the Lease Term, Lessee shall surrender up the WHCTL/LS and CCMA South Plant Capacity with all of Lessee's obligations hereunder fully performed.

14. Events of Default:

A. Events of Default by Lessor. The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessor:

(1) A failure by Lessor to observe and perform any material provision or covenant of this Lease to be observed or performed by the Lessor, where such failure continues for thirty (30) days after written notice thereof by Lessee to Lessor, except that this thirty (30) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said thirty (30) day period and Lessor proceeds to diligently cure the default.

B. Events of Default by Lessee. The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee:

(1) Any failure by Lessee to pay Rent or make any other payment required to be made by Lessee hereunder, where such failure continues for thirty (30) days after receipt of written notice from the Lessor, subject to the right of Lessee, reasonably exercised, to contest any such payment. In the event Lessee withholds any such payment, and it is determined that such withholding was wrongful, Lessee shall pay

interest to Lessor on such monies wrongfully withheld at the maximum amount allowed by law.

- (2) A failure by Lessee to observe and perform any other material provision or covenant of this Lease to be observed or performed by the Lessee, where such failure continues for thirty (30) days after written notice thereof by Lessor to Lessee, except that this thirty (30) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said thirty (30) day period and Lessee proceeds to diligently cure the default.
 - (3) Any failure of Lessee's representations or warranties to remain true and correct throughout the Lease Term; provided that no event of default shall occur if such representation or warranty is again true and correct within thirty (30) days after receipt of written notice from Lessor.
 - (4) The making by Lessee of any general assignment for the benefit of creditors.
15. Notice: Any notice or communication required or permitted in this Lease shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed:

if to Lessor, as follows:

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

with a copy to:

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

and, if to Lessee, as follow

Green Valley Special Utility District
605 FM 465
Marion, Texas 78124
Attention: General Manager

with a copy to :

TERRILL & WALDROP, PLLC
810 West 10th Street
Austin, Texas 78701
Attention: Shan Rutherford

or to such other address or to the attention of such other person as shall be designated by the applicable party and on fifteen (15) days' notice from time to time in writing and sent in accordance herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, upon receipt.

16. No Rent Abatement. In no event shall a problem at Lessee's facilities or at the CCMA South Plant excuse Lessee's obligations to pay Rent hereunder, unless and to the extent such problem was caused by Lessor.
17. Limitation of Liability: Neither Party shall be liable for punitive or consequential damages of any kind arising out of or in any way connected with the performance of or failure to perform this Agreement.
18. Goods and Services: The Parties acknowledge and agree that as of the Effective Date of this Lease, the mutual commitments stated herein for the lease of transportation and treatment capacity by Lessor to Lessee constitute an agreement for Lessor to provide goods and services to Lessee under Chapter 271, Subchapter I, Texas Local Government Code, and this Lease is subject to Chapter 271, Subchapter I, Texas Local Government Code.
19. Miscellaneous:
 - A. Headings/Gender. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.
 - B. Successors and Assigns. Without limiting the terms of Paragraph 12 above, the terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, executors, personal representatives, legal representatives, successors and assigns, except as otherwise herein expressly provided.
 - C. Entire Agreement. This Lease constitutes the entire understanding and agreement of the Lessor and Lessee with respect to the subject matter of this Lease, and contains all of the covenants and agreements of Lessor and Lessee with respect thereto. Lessor and Lessee each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by Lessor or Lessee, or anyone acting on behalf of Lessor or Lessee, which are not contained herein, and any prior agreements, promises,

negotiations, or representations not expressly set forth in this Lease are of no force or effect. This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

- D. Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the Parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the Parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- E. Effective Date of Lease. All references in this Lease to “the date hereof” or similar references shall be deemed to refer to the last date, in point of time, on which all Parties hereto have executed this Lease.
- F. Counterparts. This Lease may be executed in counterparts, each being deemed an original, but together constituting only one instrument.
- G. Attorneys’ Fees. In the event it becomes necessary for either party hereto to file a suit respecting the subject matters of this Lease including without limitation to enforce this Lease or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys’ fees incurred in such suit.
- H. Law Governing and Venue. THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, AND VENUE AND JURISDICTION FOR ANY ACTION OR PROCEEDING RESPECTING THE SUBJECT MATTERS OF THIS LEASE INCLUDING WITHOUT LIMITATION TO ENFORCE THIS LEASE OR ANY PROVISIONS CONTAINED HEREIN SHALL BE EXCLUSIVELY IN THE COURTS LOCATED IN GUADALUPE COUNTY, TEXAS.
- I. No Waiver. No waiver by either party of any provision of this Lease or of any default, event of default or breach hereunder shall be deemed to be a waiver of any other provision of this Lease, or of any subsequent default, event of default or breach of the same or any other provision. Either party’s consent to or approval of any act requiring consent or approval shall not be deemed to render unnecessary the obtaining of consent to or approval of any subsequent act requiring consent. No act or thing done by Lessor or Lessor’s agents during the term of this Lease shall be deemed an acceptance of a surrender of its rights and entitlements under the Line Capacity Agreement and the Treatment Capacity Agreement, unless done in writing signed by Lessor.
- J. Interpretation. The parties hereto agree that it is their intention hereby to create only the relationship of Lessor and Lessee, and no provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the Parties hereto.

K. Amendments. This Lease may not be modified or amended, except by an agreement in writing signed by Lessor and Lessee. The Parties may waive any of the conditions contained herein or any of the obligations of the other Party hereunder, but any such waiver shall be effective only if in writing and signed by the Party waiving such conditions or obligations, except as specifically set forth herein.

[Signature Pages Follow]

GREEN VALLEY SPECIAL UTILITY DISTRICT, Lessor

By: 
Phillip K. Gage, General Manager

Date: February 11, 2024

CITY OF SCHERTZ, TEXAS, Lessee

By: _____
Steve Williams, City Manager

Attest: _____
Sheila Edmonson, City Secretary

Date: _____

Exhibit A

WASTEWATER LINE CAPACITY AGREEMENT

BETWEEN

THE CITY OF SCHERTZ, TEXAS

AND

GREEN VALLEY SPECIAL UTILITY DISTRICT

**FOR THE WOMAN HOLLERING CREEK TRUNK
LINE AND LIFT STATION**

WASTEWATER LINE CAPACITY AGREEMENT

This Wastewater Line Capacity (“Agreement”) is made and entered into as of the ____ day of _____, 2023 (the “Effective Date”) by and between the City of Schertz, Texas (“Schertz”) a municipal corporation of the State of Texas, and Green Valley Special Utility District (“GVSUD”), a political subdivision of the State of Texas, individually referred to herein as a “Party” and collectively as “Parties”.

RECITALS

WHEREAS, the Parties entered into a Mediated Settlement Agreement (“MSA”) and agreed to use their best efforts to draft a final Comprehensive Settlement Agreement consistent with the MSA; and,

WHEREAS, an essential term of the MSA is the development of an Agreement that allocates current and future flow capacity within the Woman Hollering Creek Trunk Line/Lift Station (“WHCTL/LS”) for the transport of wastewater that originates within the respective certificated sewer service areas of the Parties, to a termination point located at the Cibolo Creek Municipal Authority South Wastewater Treatment Plant (“CCMA South Plant”); and,

WHEREAS, Schertz is in process of constructing the WHCTL/LS with an initial capacity average daily flow of 765,870 gallons, currently estimated to be the equivalent of 3,126 Living Unit Equivalents (“LUE”), with an LUE equaling 245 gpd, currently at an estimated cost per LUE of \$4,132.00 (\$12,918,000/3,126) or \$16.87 per gallon (\$12,918,000/765,870); and,

WHEREAS, the Parties have agreed that Schertz will assign WHCTL/LS initial capacity of 75,000 gallons per day at no cost to GVSUD, and will assign WHCTL/LS capacity sufficient to service up to an additional total of 75,000 gallons per day) at the City of Schertz final actual cost paid, inclusive of principal and interest, currently estimated to be \$1,264,392.00; and,

WHEREAS, the Parties hereby find that the terms and conditions set forth herein represent that which the Parties believe to be in the best interest of each entity and their respective existing and future customers.

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

AGREEMENT

I.

PURPOSE AND SCOPE OF AGREEMENT

- A. The purpose of this Agreement is to establish the terms, conditions, and cost associated with Schertz's agreement to assign/convey WHCTL/LS initial capacity sufficient to service a total of 75,000 gpd at no cost to GVSUD, and convey/assign WHCTL/LS capacity sufficient to service up to an additional total of 75,000 gpd at a point certain, in the future, for the transport of wastewater that originates within the respective certificated sewer service areas of the Parties, to a termination point located at the CCMA South Plant. GVSUD may initially connect up to 306 LUEs to the system, subject to modification as further provided in this Agreement. As used throughout this Agreement, any reference to gallons per day (gpd) shall mean the gpd based upon average daily flow as determined by the Parties through the monitoring on flow meters at the points where GVSUD wastewater flows enter the Schertz lift station or trunk lines. The Parties agree that the capacity assigned in this Agreement is capacity owned by Schertz in the CCMA South Plant that must be utilized by the flowage of wastewater into the CCMA South Plant through Schertz owned infrastructure. In doing so, the Parties agree that the Tri-Party Agreement that allocates capacity in the CCMA South Plant is not implicated.
- B. The scope of this Agreement covers the WHCTL/LS and service areas of the Parties as depicted in Exhibit A attached. The Parties understand and agree that future service to additional service areas and the assignment/conveyance of capacity in the CCMA South Plant must be the subject of one or more additional agreements, subject to approval, for an assignment of a portion of Schertz's wastewater treatment capacity in the CCMA South Plant, and future expansion of CCMA South Plant capacity by the parties to that certain South Plant Wastewater Services and Funding agreement dated August 26, 2014 between Cibolo Creek Municipal Authority ("CCMA"), Schertz, and the City of Cibolo (the "Tri-Party Agreement").
- C. The assignment/conveyance of any capacity in the WHCTL/LS necessarily requires that Schertz be successful in the assignment of wastewater treatment capacity owned by Schertz in the CCMA South Plant to GVSUD, as contemplated by that certain CCMA South Plant Capacity Agreement between Schertz and GVSUD approved and executed contemporaneously with this Agreement.

II.

THE WHCTL/LS CAPACITY

Section 2.1 Project Construction

(a) Schertz is in the process of constructing and paying for the WHCTL/LS and all facilities necessary to collect and convey wastewater to the CCMA South Plant including but not limited to sanitary sewer collection lines; lift stations; appurtenances; easements and rights of

ways; connection to the existing CCMA South Plant; and associated design, testing and inspection of facilities.

(b) The WHCTL/LS was designed and is being constructed to convey 765,870 gallons per day, to support a currently estimated 3,126 LUE's based on a currently estimated LUE equivalency of 245 gallons per day. The WHCTL/LS was estimated to cost \$12,918,000.00, or \$16.87 per gallon.

Section 2.2 WHCTL/LS Plans and Specifications

(a) All construction plans, design calculations and specifications of the WHCTL/LS and any amendments thereto necessary to design and construct GVSUD tie-ins shall be provided by Schertz to GVSUD. GVSUD shall provide tie-in, metering and lateral line designs and specifications in accordance with Schertz construction standards and specifications, or an agreed upon equivalent.

(b) Schertz and GVSUD shall coordinate all future tie-ins and the calculation of average daily flows per tie-in at the time of the earlier of: plat submittal, building permit submittal, or request for connection for developments in the GVSUD Service Area served by the WHCTL/LS.

III. ASSIGNMENT OF CAPACITY

Section 3.1 Capacity Assignment

(a) Subject to the pre-requisite stated in I (C) above, and the terms and conditions stated herein, Schertz does hereby assign to GVSUD wastewater flow capacity in the Schertz's WHCTL/LS sufficient to provide wastewater service for 75,000 gpd an initial total of 306 LUE's. (equivalent to 75,000 gpd average daily flow) at no cost to GVSUD.

(b) Discharge to the system will be metered and actual flows will be evaluated annually (beginning one year after the start of flow from GVSUD to the WHCTL/LS) to assess actual average and peak flows. If evaluation reveals that additional connections can be made without flow into the system exceeding an average daily flow of 75,000 gpd, the allowable number of LUEs (based on a unique adjusted average daily flow) that may be connected under the agreed upon initial allocation of 75,000 gpd will be adjusted no less than annually by utilization of the calculation reflected in the spreadsheet attached hereto as Exhibit B. GVSUD will not allow connection beyond the original 306 LUEs based on 245 gallons per day per LUE until an annual adjustment based on the methodology reflected in Exhibit A is approved in writing by authorized representatives of the Parties.

(c) Subject to the pre-requisite approval stated in I (C) above, and the terms and conditions stated herein, Schertz shall assign/convey to GVSUD wastewater flow capacity in the WHCTL/LS sufficient to provide wastewater service to an additional total of 75,000 gallons per day at an estimated cost of \$16.87 per gallon to GVSUD with the final cost per gallon being based

on the final demonstrated cost of initial construction of the WHCTL/LS divided by the initial design average daily flow.

(d) GVSUD shall pay for the additional total of 75,000 gpd in a lump sum, up front total amount of \$1,264,392.00 or as adjusted based on Section III (c) above. The requirement to assign the additional capacity for the stated consideration shall be the point in time when a development application is submitted that reflects that 75% of the initial total of 306 LUE's (subject to a modified number of LUE's as allowed for in Section III(b) above) assigned have been allocated to development. Allocation of capacity to development shall be the first of: plat approval, building permit application or request for connection.

(e) Notwithstanding any other terms of this agreement, GVSUD agrees to make timely investigation and cause repair to be made to its collection and conveyance system if inflow and infiltration or illicit discharges to the WHCTL/LS are suspected or detected.

(f) GVSUD will be responsible for ensuring that the influent entering the WHCTL/LS from their service area complies with the Schertz' and CCMA's pretreatment requirements. GVSUD agrees to enforce these pretreatment requirements and take such action as is necessary to control the strength of raw industrial sewage reaching the WHCTL/LS in order that the quality of discharge from the CCMA South Plant as required by any permit may be maintained. GVSUD will assist and cooperate in good faith at all times to ensure compliance with applicable, federal state and local regulations and permit requirements, including any request for information and records.

(g) The Parties acknowledge that the costs stated above are for capacity in the WHCTL/LS and do not include all the costs. It is the further understanding of the Parties that it is intended for GVSUD to pay the same costs and fees in the same manner and amounts that Schertz pays for receiving wastewater treatment at the CCMA South Plant.

IV.

Treatment Charge and Maintenance Fees

Section 4.1 Treatment Charge

GVSUD will pay Schertz a monthly treatment charge based on the actual metered flows into the WHCTL/LS to offset the treatment cost charged to the City of Schertz by the CCMA to treat wastewater.

Section 4.2 Maintenance Fee

GVSUD will pay Schertz an Annual Line Maintenance Service Fee ("ALMSF") by February 1 of each year based on the allocated LUEs as of January 1 of each year. The ALMSF is intended to cover the cost of sewer main and lift station operation and maintenance in the WHCTL. The ALMSF for February 1, 2024 shall be based on the then-applicable LUE to gallons per LUE equivalency, with the initial cost of \$40.00 per day based on 245 gallons per day per LUE. The ALMSF is subject to no greater than a 3% annual increase, and any such increase shall require

notice of not less than 90 days prior to the conclusion of GVSUD's budget cycle which ends on September 30 of each year.

V. REPRESENTATIONS

Section 5.1 Representations

(a) Each Party represents that:

(1) This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized.

(2) This Agreement, the representations and covenants contained herein, and the consummation of the transactions contemplated hereby, will not violate or constitute a breach of any contract or other agreement to which the Party is a party, or any order, judgment, or decision against the Party.

(3) After proper authorization and execution by each Party, and upon receipt of all required statutory and regulatory approvals by each Party, this Agreement is a valid and binding Agreement of each Party enforceable according to its terms.

(b) Each signatory to this Agreement represents that they are duly authorized to sign the Agreement on behalf of entity they purport to represent herein for the terms and consideration contained herein.

VI. DEFAULT REMEDIES

Section 6.1 Default by GVSUD

In the event of default by GVSUD, Schertz may give written notice of such default to GVSUD, specifying the failure or default relied upon. If GVSUD fails to fully cure the default specified in such notice within thirty (30) days after receipt of such notice and GVSUD has failed to use reasonable efforts to attempt to cure such default, Schertz shall have the right to pursue all legal or equitable remedies, except as otherwise provided in this Agreement or applicable law. Schertz may employ attorneys to pursue its legal rights and, if Schertz prevails before any court or agency of competent jurisdiction, GVSUD shall be obligated to pay all expenses incurred by Schertz, including reasonable attorney's fees.

Section 6.2 Default by Schertz

In the event of default by Schertz, GVSUD may give written notice of such default to Schertz specifying the failure or default relied upon. If Schertz fails to fully cure the default specified in such notice within thirty (30) days after receipt of such notice and Schertz has failed to use reasonable efforts to attempt to cure such default, GVSUD shall have the right to pursue all legal or equitable remedies, except as otherwise provided in this Agreement or applicable law. GVSUD

may employ attorneys to pursue its legal rights and, to the extent permitted by law, if GVSUD prevails before any court or agency of competent jurisdiction, Schertz shall be obligated to pay all expenses incurred by GVSUD, including reasonable attorney's fees.

VII. MISCELLANEOUS

Section 7.1 Severability

The provisions of this Agreement are severable and, if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 7.2 Captions

The captions appearing at the first of each numbered section or paragraph in this Agreement shall never be considered or given any effect in construing this Agreement.

Section 7.3 Applicable Law and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas. Any action in law or equity brought to enforce or interpret any provision of this Agreement shall be brought in a court of competent jurisdiction with venue in the Guadalupe County.

Section 7.4 Parties in Interest

This Agreement shall be for the sole and exclusive benefit of the Parties signatory hereto and does not confer any benefit to any third party and no such third party shall have standing to sue or enforce this Agreement.

Section 7.5 Entire Agreement

This Agreement constitutes the entire agreement and supersedes all prior agreements and understanding, both written and oral, between Schertz and GVSUD, with respect to the subject matter hereof, but shall be read, interpreted and implemented as a component of the Comprehensive Settlement Agreement between the Parties.

Section 7.6 Waiver and Amendment

Failure to enforce or the waiver of any provision of this Agreement or any breach or nonperformance by either Party shall not be deemed a waiver by the other Party of the right in the future to demand strict compliance and performance of any provision of this Agreement. No officer or agent of either Party is authorized to waive or modify any provision of this Agreement. No

modifications to or recession of this Agreement may be made except by a written document signed by each Parties authorized representatives.

Section 7.7 Notices

All notices, payments and communications (“notices”) required or allowed by this Agreement shall be in writing and be given by depositing the notice in the United States mail postpaid and registered or certified, with return receipt requested, and addressed to the Party to be notified. Notice deposited in the mail in the previously described manner shall be conclusively deemed to be effective from and after the expiration of three (3) days after the notice is deposited in the mail. For purposes of notice, the addresses of the designated representatives for receipt of notice for each of the Parties shall be as follows:

- | | |
|-----------------|--|
| Schertz: | City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager |
| With a copy to: | Denton, Navarro, Rocha, Bernal, & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212
Attention: T. Daniel Santee |
| GVSUD: | Green Valley Special Utility District
P.O. Box 99
Marion, Texas 78124
Attention: General Manager |
| With a copy to: | Terrill & Waldrop
810 W. 10 th Street
Austin, Texas 78701
Attention: Shan S. Rutherford |

Section 7.8 Force Majeure

If for any reason of force majeure, either Schertz or GVSUD shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if the Party shall give notice of the reasons in writing to the other Party within a reasonable time after the occurrence of the event, or cause relied on, the obligation of the Party giving the notice, so far as it is affected by the force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. The term “force majeure” as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders or actions of any kind of government of the United States or of the State of Texas, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to machinery, pipelines, or other structures and any inability on the part of

Schertz to provide sewer service on account of any other cause not reasonably within the control of Schertz.

Section 7.9 Multiple Originals

This Agreement shall be executed in a number of counterparts, each of which shall be deemed for all purposes an original and all such counterparts shall together constitute and be one and the same instrument.

Section 7.10 Amendment or Modification

This Agreement may be modified, amended, or terminated only by a written instrument executed by duly authorized representatives of both Schertz and GVSUD.

Section 7.11 Binding Agreement; Assignment

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto provided, however, that nothing herein shall prevent the Parties hereto or their respective successors, legal representatives, or assigns, by mutual agreement in writing, from revising or amending this Agreement as may be necessary in the future because of changed circumstances or otherwise.

(b) GVSUD may not assign all or any part of its rights and obligations hereunder without the express written consent of Schertz but such consent shall not be unreasonably withheld.

Section 7.12 Remedies.

It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default by either Party, but all such other remedies existing at law or in equity shall be cumulative including, without limitation, specific performance may be availed of by either Party, as may be allowed by applicable law. The prevailing Party shall be entitled to any reasonable attorney's fees, court costs or other expenses incurred in bringing or defending any suit alleging such default or claim.

Section 7.13 Actual Damages.

No Party shall be liable or have any responsibility to the other for any indirect, special, consequential, punitive or delay-related or performance-related damages including, without limitation, lost earnings or profits. Such limitation on liability shall apply to any claim or action, whether it is based in whole or in part on agreement, negligence, strict liability, tort, statute or other theory of liability.

Section 7.14 Governmental Functions.

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

(1) The services provided for herein are governmental functions, and Schertz and GVSUD shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

(2) The relationship of GVSUD and Schertz shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

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

(b) Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither Schertz nor GVSUD shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

(c) Neither Party waives or relinquishes any immunity or defense on behalf of itself, its Board Members, Councilmembers, officers, employees, and agents because of the execution of this Agreement and the performance of the covenants and agreements contained herein.

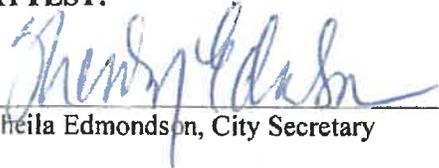
IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, on this 17 day of May 2023.

CITY OF SCHERTZ



Steve Williams, City Manager

ATTEST:



Sheila Edmondson, City Secretary

GVSUD



Steve Cooper, Board President

ATTEST:



James Hendrix, Board Secretary

CITY OF SCHERTZ MASTER SEWER PLAN SOUTH



LEGEND

CP =	CAPITAL IMPROVEMENT PLANNED UTILITY
MP =	MASTER PLAN UTILITY
EX =	EXISTING SEWER TRUNKLINE
CCMA =	CIBOLO CREEK MUNICIPAL AUTHORITY
LI =	LIFTSTATION
WWT =	WASTE WATER TREATMENT PLANT
SEWER SHED ID	SEWER SHED ID
	CATCHMENT POINT
	CIBOLO CREEK SEWER SHED
	DRETZ CREEK SEWER SHED
	SALTILLO CREEK SEWER SHED
	WOMAN HOLLERING CREEK SEWER SHED

Underground drainage systems along Schertz, the northern portion of watershed from which will be collected from Cibolo South sewer shed.

Thru Main (within alignment)

City/County Dock Boundary

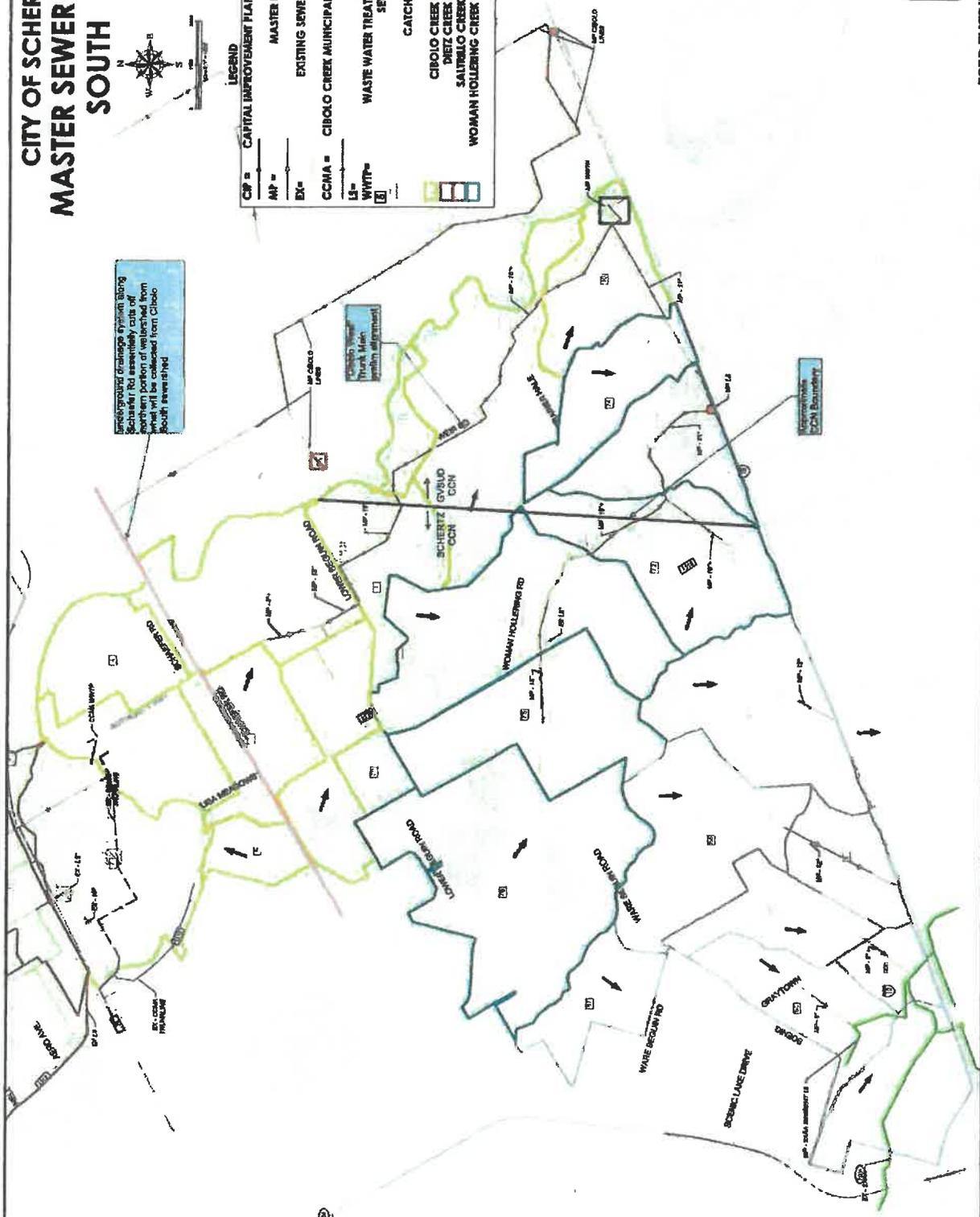


EXHIBIT
A

EXHIBIT
B

Woman Hollering Creek Trunk Line & Lift Station
Actual LUE Allotment Calculation - Annual Review

Design Based on 245 gpd/LUE

# LUE beginning of month	# LUE End of month	Average # of LUE for the month	Average Day Flow per LUE	Peak Day Flow per LUE	Contingency Factor (if needed)	Number of LUE available at 75,000 gpd ADS	Number of LUE available at 245 gpd/LUE Planning	Net LUE additional
10	12	11	190.9091	477.2727		306.1	306.1	86.7
Feb-24		0						
Mar-24		0						
Apr-24		0						
May-24		0						
Jun-24		0						
Jul-24		0						
Aug-24		0						
Sep-24		0						
Oct-24		0						
Nov-24		0						
Dec-24		0						
Annual Average Day Flow (Collection System Data)								
							306.1	86.7

Key Data Point

Annual Average Day Flow (Treatment Plant Data (COMA))

Key Data Point = Number of LUEs available to not exceed 75,000 contract

Peaking Factor Precipitation Calculation (in/day)

Day	Flow Meter Start	Flow Meter End	Total for Day	Reduce I&I	Peaking Factor Precipitation Calculation (in/day)
1-Jan-24	0	2100	2100	2100	
2-Jan-24	2100	4200	4200	2100	
3-Jan-24	4200	6300	6300	2100	
4-Jan-24	6300	8400	8400	2100	
5-Jan-24	8400	10500	10500	2100	
6-Jan-24	10500	12600	12600	2100	
7-Jan-24	12600	14700	14700	2100	
8-Jan-24	14700	16800	16800	2100	
9-Jan-24	16800	18900	18900	2100	
10-Jan-24	18900	21000	21000	2100	
11-Jan-24	21000	23100	23100	2100	
12-Jan-24	23100	25200	25200	2100	
13-Jan-24	25200	27300	27300	2100	
14-Jan-24	27300	29400	29400	2100	
15-Jan-24	29400	31500	31500	2100	
16-Jan-24	31500	33600	33600	2100	
17-Jan-24	33600	35700	35700	2100	
18-Jan-24	35700	37800	37800	2100	
19-Jan-24	37800	39900	39900	2100	
20-Jan-24	39900	42000	42000	2100	
21-Jan-24	42000	44100	44100	2100	
22-Jan-24	44100	46200	46200	2100	
23-Jan-24	46200	48300	48300	2100	
24-Jan-24	48300	50400	50400	2100	
25-Jan-24	50400	52500	52500	2100	
26-Jan-24	52500	54600	54600	2100	
27-Jan-24	54600	56700	56700	2100	
28-Jan-24	56700	58800	58800	2100	
29-Jan-24	58800	60900	60900	2100	
30-Jan-24	60900	63000	63000	2100	
31-Jan-24	63000	65100	65100	2100	
Total for Month		65100 gallons			
Monthly Average Day		2100 gpd Avg			
Monthly Average Day per LUE		190.9 gpd/LUE			

CALCULATION

FINAL

Exhibit B

**CIBOLO CREEK MUNICIPAL AUTHORITY
SOUTH WASTEWATER TREATMENT PLANT
CAPACITY AGREEMENT**

BETWEEN

THE CITY OF SCHERTZ, TEXAS

AND

**GREEN VALLEY SPECIAL UTILITY
DISTRICT**

**CIBOLO CREEK MUNICIPAL AUTHORITY SOUTH WASTEWATER TREATMENT
PLANT CAPACITY AGREEMENT**

This Cibolo Creek Municipal Authority South Plant Wastewater Treatment Capacity Agreement (“Agreement”) is made and entered into as of the ____ day of _____, 2023 (the “Effective Date”) by and between the City of Schertz, Texas (“Schertz”) a municipal corporation of the State of Texas, and Green Valley Special Utility District (“GVSUD”), a political subdivision of the State of Texas, individually referred to herein as a “Party” and collectively as “Parties”.

This Agreement does not amend the terms, conditions or funding obligations of that certain South Plant Wastewater Services and Funding agreement dated August 26, 2014 between Cibolo Creek Municipal Authority (“CCMA”), Schertz, and the City of Cibolo (the “Tri-Party Agreement”).

RECITALS

WHEREAS, the Parties entered into a Mediated Settlement Agreement (“MSA”) and agreed to use their best efforts to draft a final Comprehensive Settlement Agreement consistent with the MSA; and,

WHEREAS, an essential term of the MSA is the development of an Agreement that allocates current and future capacity within the Cibolo Creek Municipal Authority South Plant (“CCMA South Plant”) for the treatment of wastewater that originates within the respective certificated sewer service areas of the Parties; and,

WHEREAS, Schertz is a participant in the Tri-Party Agreement that establishes the terms and conditions to fund the construction of the CCMA South Plant and to receive wholesale wastewater treatment services from the plant; and,

WHEREAS, Schertz has agreed to assign a portion of the treatment capacity rights owned by Schertz so that the wastewater conveyed to the CCMA South Plant contemplated by the MSA may be treated; and,

WHEREAS, the Parties to this Agreement have determined that it is in their best interest to negotiate and agree upon the terms and conditions for an assignment of a portion of the treatment capacity rights owned by Schertz in the CCMA South Plant as part of their Comprehensive Settlement Agreement; and,

WHEREAS, the Parties hereby find that the terms and conditions set forth herein represent what the Parties believe to be in the respective best interest of each Party and their respective existing and future customers.

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

AGREEMENT

I.
ESSENTIAL TERMS OF AGREEMENT

A. Current Capacity

1. Schertz assigns CCMA South Plant treatment capacity at no cost to GVSUD sufficient to service a maximum of 75,000 gpd. As used throughout this Agreement, any reference to gallons per day (gpd) shall mean the gpd based upon average daily flow as determined by the Parties through the monitoring on flow meters at the points where GVSUD wastewater flows enter the Schertz lift station or trunk lines. The Parties agree that the capacity assigned in this Agreement is capacity owned by Schertz in the CCMA South Plant that must be utilized by the flowage of wastewater into the CCMA South Plant through Schertz owned infrastructure. In doing so, the Parties agree that the Tri-Party Agreement that allocates capacity in the CCMA South Plant is not implicated.

2. Schertz agrees to assign up to an additional 50,000 gpd capacity upon request by GVSUD at the City of Schertz actual cost paid, inclusive of principal and interest, for the pro rata share of cost for the 50,000 gpd for said WWTP. The additional capacity may not be requested until a minimum 60,000 gpd out of the initial 75,000 gpd assigned to GVSUD has been utilized.

3. Full payment for the additional 50,000 gpd capacity of \$2,030,643.60 shall be made to Schertz by GVSUD when the CCMA South Plant begins receiving flows from GVSUD in excess of the initial 60,000 gpd of average daily flow.

4. The capacity, terms and conditions contemplated herein are subject to, and may be limited by, the available capacity of the trunk lines transporting wastewater to the CCMA South Plant. The Parties will develop an information sharing protocol to track the status of capacity utilization.

5. Schertz agrees to undertake all necessary efforts to effectuate the assignment of the wastewater capacity in the CCMA South Plant contemplated in this Agreement, including to the extent determined to be necessary, obtaining the consent of all parties to the Tri-Party Agreement to such assignment.

6. GVSUD will pay Schertz a monthly treatment charge based on the actual metered flows into Schertz-owned and operated wastewater trunklines and/or lift stations to offset the treatment cost charged to the City of Schertz by the CCMA to treat wastewater.

7. GVSUD will pay Schertz an amount equal to any impact fee charged by CCMA at time of connection, it being the agreement and understanding of the Parties that the first phase of the CCMA South Plant has been fully financed pursuant to the terms of the Tri-Party Agreement and such impact fees are expected to be utilized for the purpose of offsetting capital costs associated with the planned future expansion of the CCMA South

Plant as well as for any other lawful purpose for impact fee proceeds. The Parties acknowledge that a new study and impact fee may be adopted by CCMA that could require amendment of the Tri-Party Agreement. Green Valley SUD will evaluate and review the existing Tri-Party Agreement to determine and identify whether the terms and obligations are or are not acceptable to Green Valley SUD. The Parties intend to reach consensus on the interpretation of the terms and obligations in the Tri-Party Agreement, and to seek approval of an amendment to that agreement with other parties, if necessary to effectuate the terms hereof.

B. Future Capacity

1. The Parties acknowledge that the City of Schertz and CCMA have agreed that future expanded capacity in the CCMA plant will be provided to GVSUD at a price and terms that are equal or better to those provided to the City of Schertz. GVSUD and the City of Schertz will cooperate, with CCMA's support, to achieve any agreements or amendments to the Tri Party Agreement deemed necessary.

2. It is the understanding of the Parties that prior to beginning design and eventual construction of future CCMA South Plant expansions, CCMA will provide written notice to GVSUD of the proposed expansion. GVSUD will have 60 days to provide a written response to CCMA indicating whether it is interested in pursuing the acquisition of a portion of the capacity in the proposed CCMA South WWTP expansion. Thereafter, GVSUD shall exercise due diligence to determine the feasibility of financing for the acquisition of capacity in the proposed CCMA South Plant expansion, and thereafter, within 60 days of its expression of interest, shall either notify CCMA in writing of its commitment to fund and pay for the additional capacity GVSUD requests, or of its decision not to participate in the proposed expansion.

3. GVSUD shall pay the operational and maintenance, treatment and impact fee costs for capacity in future CCMA South Plant expansions that are equal to those charged by CCMA to Schertz for Schertz capacity in such future expansions.

4. In the event the City of Schertz obtains any additional capacity in the CCMA South Plant as a result of non-acquisition of all or a portion by the City of Cibolo of its 250,000 gpd under the Tri Party Agreement, the City of Schertz agrees to negotiate in good faith with GVSUD to provide shared allocation of additional capacity in the first phase of the CCMA South Plant.

5. The Parties acknowledge the capacity assignment of this Agreement are between GVSUD and Schertz, and that any such capacity assignment does not amend the Tri-Party Agreement, including any existing payment obligation between Schertz and CCMA in the Tri-Party Agreement. GVSUD's utilization of any such capacity assignment in this Agreement will be subject to the existing terms and conditions of Schertz's rights under the Tri-Party Agreement. This includes the payment of CCMA impact fees which would

otherwise be payable in the same manner and amounts as if the capacity was being used and developed by the City of Schertz in its certificated area.

6. GVSUD may utilize the capacity assigned in this Agreement for wastewater flows originating from properties south of IH 10 at a price and terms equal to or less than those applicable to the City of Schertz when transported in facilities owned and operated by GVSUD. In such event, GVSUD will assess and collect CCMA impact fees which would otherwise be payable in the same manner and amounts as if the capacity was being used and developed by the City of Schertz in its certificated area. Should such occur, GVSUD will provide CCMA with the opportunity to file an application at the TCEQ to expand the impact fee service area to include such land so that impact fees can be assessed and collected or will work with CCMA to implement an alternative solution to effectuate this same purpose. The Parties to this Agreement have a mutual understanding and expectation that the transferred or sold "capacities" in treatment facilities covered by this Agreement are intended for and will be primarily used for customers and development in the City limits or ETJ of the City of Schertz, or in the "wedge" area where certificated to GVSUD.

II. REPRESENTATIONS

Section 2.1 Representations

(a) Each Party represents that:

(1) This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized.

(2) This Agreement, the representations and covenants contained herein, and the consummation of the transactions contemplated hereby, will not violate or constitute a breach of any contract or other agreement to which the Party is a party, or any order, judgment, or decision against the Party.

(3) After proper authorization and execution by each Party, and upon receipt of all required statutory and regulatory approvals by each Party, this Agreement is a valid and binding Agreement of each Party enforceable according to its terms.

(b) Each signatory to this Agreement represents that they are duly authorized to sign the Agreement on behalf of entity they purport to represent herein for the terms and consideration contained herein.

III. DEFAULT REMEDIES

Section 3.1 Default by GVSUD

In the event of default by GVSUD, Schertz may give written notice of such default to GVSUD, specifying the failure or default relied upon. If GVSUD fails to fully cure the default specified in such notice within thirty (30) days after receipt of such notice and GVSUD has failed to use reasonable efforts to attempt to cure such default, Schertz shall have the right to pursue all legal or equitable remedies, except as otherwise provided in this Agreement or applicable law. Schertz may employ attorneys to pursue its legal rights and, if Schertz prevails before any court or agency of competent jurisdiction, GVSUD shall be obligated to pay all expenses incurred by Schertz, including reasonable attorney's fees.

Section 3.2 Default by Schertz

In the event of default by Schertz, GVSUD may give written notice of such default to Schertz specifying the failure or default relied upon. If Schertz fails to fully cure the default specified in such notice within thirty (30) days after receipt of such notice and Schertz has failed to use reasonable efforts to attempt to cure such default, GVSUD shall have the right to pursue all legal or equitable remedies, except as otherwise provided in this Agreement or applicable law. GVSUD may employ attorneys to pursue its legal rights and, to the extent permitted by law, if GVSUD prevails before any court or agency of competent jurisdiction, Schertz shall be obligated to pay all expenses incurred by GVSUD, including reasonable attorney's fees.

**IV.
MISCELLANEOUS**

Section 4.1 Severability

The provisions of this Agreement are severable and, if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 4.2 Captions

The captions appearing at the first of each numbered section or paragraph in this Agreement shall never be considered or given any effect in construing this Agreement.

Section 4.3 Applicable Law and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas. Any action in law or equity brought to enforce or interpret any provision of this Agreement shall be brought in a court of competent jurisdiction with venue in the Guadalupe County.

Section 4.4 Parties in Interest

This Agreement shall be for the sole and exclusive benefit of the Parties signatory hereto and does not confer any benefit to any third party and no such third party shall have standing to sue or enforce this Agreement.

Section 4.5 Entire Agreement

This Agreement constitutes the entire agreement and supersedes all prior agreements and understanding, both written and oral, between Schertz and GVSUD, with respect to the subject matter hereof, but shall be read, interpreted and implemented as a component of the Final Mediated Settlement Agreement between the Parties.

Section 4.6 Waiver and Amendment

Failure to enforce or the waiver of any provision of this Agreement or any breach or nonperformance by either Party shall not be deemed a waiver by the other Party of the right in the future to demand strict compliance and performance of any provision of this Agreement. No officer or agent of either Party is authorized to waive or modify any provision of this Agreement. No modifications to or recession of this Agreement may be made except by a written document signed by each Parties authorized representatives.

Section 4.7 Notices

All notices, payments and communications (“notices”) required or allowed by this Agreement shall be in writing and be given by depositing the notice in the United States mail postpaid and registered or certified, with return receipt requested, and addressed to the Party to be notified. Notice deposited in the mail in the previously described manner shall be conclusively deemed to be effective from and after the expiration of three (3) days after the notice is deposited in the mail. For purposes of notice, the addresses of the designated representatives for receipt of notice for each of the Parties shall be as follows:

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

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

GVSUD: Green Valley Special Utility District
P.O. Box 99
Marion, Texas 78124
Attention: General Manager

With a copy to: Terrill & Waldrop
810 W. 10th Street
Austin, Texas 78701
Attention: Shan S. Rutherford

Section 4.8 Force Majeure

If for any reason of force majeure, either Schertz or GVSUD shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if the Party shall give notice of the reasons in writing to the other Party within a reasonable time after the occurrence of the event, or cause relied on, the obligation of the Party giving the notice, so far as it is affected by the force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. The term "force majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders or actions of any kind of government of the United States or of the State of Texas, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to machinery, pipelines, or other structures and any inability on the part of Schertz to provide sewer service on account of any other cause not reasonably within the control of Schertz.

Section 4.9 Multiple Originals

This Agreement shall be executed in a number of counterparts, each of which shall be deemed for all purposes an original and all such counterparts shall together constitute and be one and the same instrument.

Section 4.10 Amendment or Modification

This Agreement may be modified, amended, or terminated only by a written instrument executed by duly authorized representatives of both Schertz and GVSUD.

Section 4.11 Binding Agreement; Assignment

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto provided, however, that nothing herein shall prevent the Parties hereto or their respective successors, legal representatives, or assigns, by mutual agreement in writing, from revising or amending this Agreement as may be necessary in the future because of changed circumstances or otherwise.

(b) GVSUD may not assign all or any part of its rights and obligations hereunder without the express written consent of Schertz but such consent shall not be unreasonably withheld.

Section 4.12 Remedies.

It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default by either Party, but all such other remedies existing at law or in equity shall be cumulative including, without limitation, specific performance may be availed of by either Party, as may be allowed by applicable law. The prevailing Party shall be entitled to any reasonable attorney's fees, court costs or other expenses incurred in bringing or defending any suit alleging such default or claim.

Section 4.13 Actual Damages.

No Party shall be liable or have any responsibility to the other for any indirect, special, consequential, punitive or delay-related or performance-related damages including, without limitation, lost earnings or profits. Such limitation on liability shall apply to any claim or action, whether it is based on whole or in part on agreement, negligence, strict liability, tort, statute or other theory of liability.

Section 4.14 Governmental Functions.

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

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

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

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

(b) Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor GVSUD shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

(c) Neither Party waives or relinquishes any immunity or defense on behalf of itself, its Board Members, Councilmembers, officers, employees, and agents because of the execution of this Agreement and the performance of the covenants and agreements contained herein.

IN WITNESS WHEREOF, the parties have herein unto set their hands on duplicate originals, on this ____ day of _____ 2023.

CITY OF SCHERTZ



Steve Williams, City Manager

ATTEST:



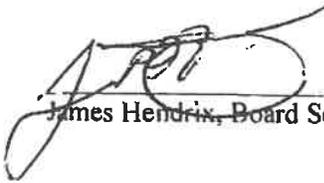
Sheila Edmondson, City Secretary

GVSUD



Steve Cooper, Board President

ATTEST:



James Hendrix, Board Secretary

CCMA South WWTP Expansion



City Council Meeting

April 15, 2025

South Plant WWTP Permit per TCEQ

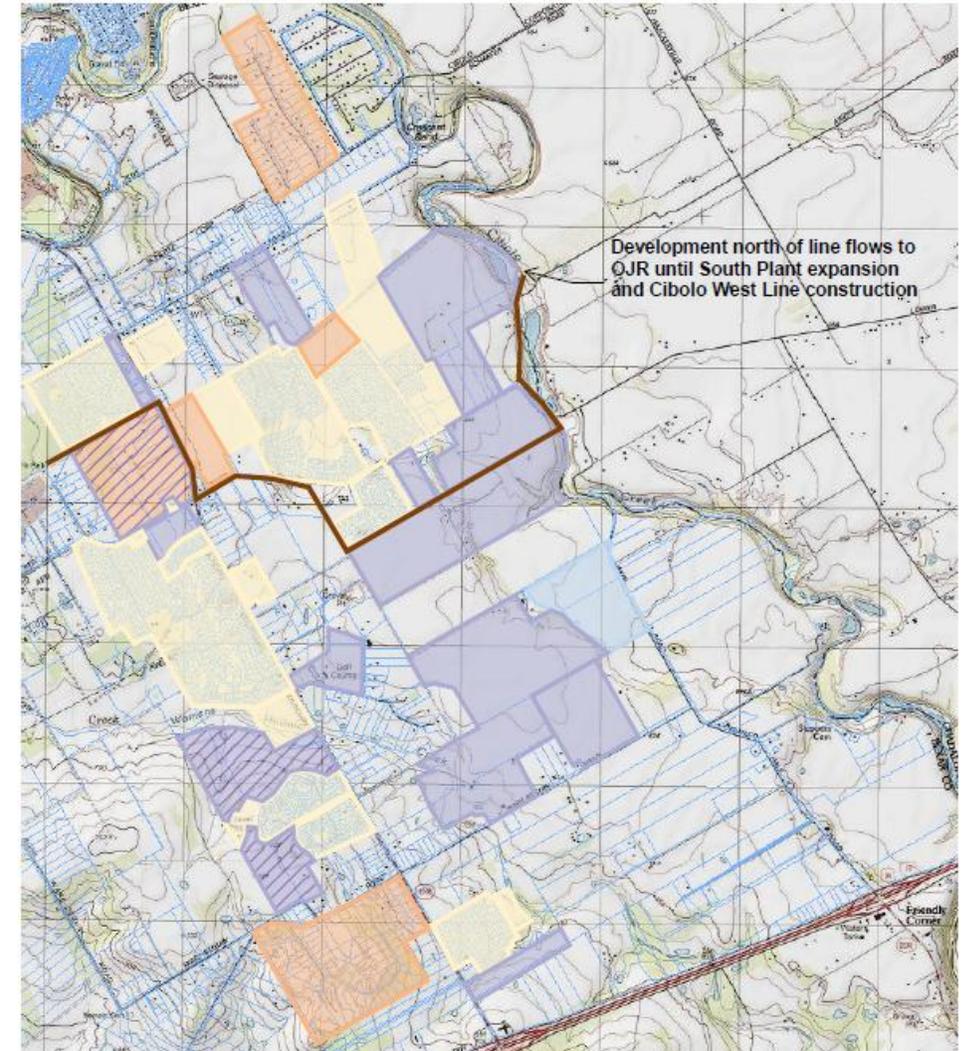
- These are the phases identified in the current CCMA discharge permit up to 3 MGD
- Interim Phase 1 (Current Phase)
 - 0.5 MGD (million gallons per day)
 - 3,225 LUEs worth of capacity (living unit equivalents, or single-family residences)
- Interim Phase 2
 - 1 MGD
 - 6,450 LUEs
- Final Phase
 - 3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

CCMA South Plant WWTP Service Area



Demand for Wastewater Service – West of Cibolo Creek

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



Schertz Expansion Request of CCMA

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

1.875 MGD Expansion Construction

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

1.875 MGD Expansion, Estimated Costs

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

Other Expansion Options

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

Timeline and Next steps on Plant Expansion

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

Timeline and Next steps on Schertz Obtaining Interim Capacity

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

Questions and Discussion

CITY COUNCIL MEMORANDUM

City Council Meeting: March 03, 2026
Department: Planning & Community Development
Subject: Ordinance 26-S-007- Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 4 Section 21.4.3- Notice Requirements (B.James/L.Wood/D.Marquez).

BACKGROUND

Per Unified Development Code (UDC) Section 21.4.7, City Council may, from time to time, on its own motion, or at the request of the City Manager or his/her designee, may change or modify the UDC in order to establish and maintain sound, stable, and desirable development. The proposed UDC amendments, which were initiated by the Planning Division Staff, are meant to maintain compliance with the Texas Local Government Code. The 89th Legislative session resulted in House Bill 24, which updated the notice requirements and provided specific sign dimensions. House Bill 24 went into effect September 1, 2025.

A public hearing notice was published in the "San Antonio Express" on February 11, 2026. On the newspaper notice, the ordinance was noticed with an extra zero as Ordinance 26-S-0007. The proposed UDC amendments include modifications to Article 4, Section 21.4.3 - Notice Requirements to include the required dimensions of public hearing notice signs and updated sign posting deadlines.

Proposed Amendments:

Staff is proposing modifications to the following UDC Article 4, Section 21.4.3 subsections:

Article	UDC Section	Current UDC	Proposed Amendments
4	Section 21.4.3; Specifically 21.4.3.C	C. Posted Notice. Whenever posted notice of a public hearing is required, notification signs shall be posted by the applicant a minimum of eleven (11) days prior to the scheduled public hearing and shall remain posted during the course of the public hearings, until such time that final action has been taken on the permit application. Signs shall be posted on the subject property and/or along public right-of-way in a format approved by the City Manager or his/her designee. The number of signs, size of signs and content to be placed on the signs shall be in accordance with the Development Manual.	Posting Date Requirement <ul style="list-style-type: none"> • Amend posting date to "not later than the 10th day before the scheduled public hearing." Sign Dimensions <ul style="list-style-type: none"> • Add 21.4.3.C.1. "The notice sign must be at least 24 inches long by 48

GOAL

Unified Development Code (UDC) amendments to align with the Texas Local Government Code requirements as per House Bill 24.

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

When considering UDC amendments, staff consider the criteria listed in UDC Section 21.4.7.D. The criteria are listed below:

1. The proposed amendment promotes the health, safety, and general welfare of the City;

Staff proposes UDC amendments from time to time to proactively improve the Unified Development Code that governs development within the City and to remain current with any state law changes. Due to changes from the 89th Regular Legislative session, specific public hearing notice sign dimensions and posting dates were provided. Amending the UDC to comply with the Texas Local Government Code (LGC) ensures the general welfare of the city.

2. The proposed amendment is consistent with the goals, objectives, and policies of this UDC and the City;

The purpose of the UDC is to ensure the safe, orderly, and efficient development and expansion of the City, which requires updates to the UDC to respond to changes in the Texas LGC for compliance and to ensure consistency between state law and the UDC. It is the City of Schertz' goal to remain consistent with the Texas Local Government Code.

3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law; and

During the 89th Regular Legislative Session, House Bill 24 was passed, and LGC Section 211.0073 was added to provide notice sign requirements for zone changes in Home Rule municipalities. The notice sign must be placed "no later than the 10th day" before the hearing, and the notice sign is now required to be "at least 24 inches long by 48 inches wide." The proposed UDC amendments to UDC Section 21.4.3 directly reflect Texas LGC Section 211.0073.

4. Other factors which are deemed relevant and important in the consideration of the amendment.

The proposed UDC amendments are directly in line with the Texas Local Government Code updates reflected in House Bill 24. Although the House Bill went into effect on September 1, 2025, and the UDC is proposed to be amended at a later date, Staff has implemented the required changes since September 1, 2025. The notice sign process has changed, and applicants are required to purchase the larger sign and place it on the property within the timeframe required, per HB 24.

The UDC amendments were sent to the City of Schertz Fire, EMS, and Police Departments for review. The departments did not send objections to the proposed amendments. The proposed UDC Amendments were reviewed by legal with no objections.

RECOMMENDATION

Staff Recommendation:

Staff recommends approval of Ordinance 26-S-007 to remain consistent with state law changes.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission held a public hearing for the item on February 4, 2026, and made a recommendation of approval to City Council with a unanimous vote.

Attachments

Ordinance 26-S-007 With Attachments

UDC Section 21.4.3- Notice Requirements -Proposed Amendments

UDC Section 21.4.3- Notice Requirements- REDLINES

City Council Presentation Slides

ORDINANCE 26-S-007

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING PART III SCHERTZ CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE (UDC), ARTICLE 4, SECTION 21.4.3 NOTICE REQUIREMENTS

WHEREAS, pursuant to Ordinance No. 10-S-06, the City of Schertz (the “City”) adopted and Amended and Restated the Unified Development Code on April 13, 2010, as further amended (the “Current UDC”); and

WHEREAS, City Staff has reviewed the Current UDC and have recommended certain revisions and updates to, and reorganization of, the Current UDC; and

WHEREAS, on February 4, 2026, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council of approval; and

WHEREAS, on March 3, 2026, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that proposed amendments are appropriate and are in the best interest of the public safety, health, and welfare.

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

Section 1. The Current UDC is hereby amended as set forth on Exhibit A hereto.

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

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

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

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

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

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

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

PASSED AND APPROVED this ____ day of _____ 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"
Proposed Unified Development Code (UDC) Amendments

Exhibit "A": Proposed UDC Amendments UDC Section 21.4.3

Sec. 21.4.3. Notice Requirements.

- A. *Published Notice.* Whenever published notice of a public hearing before a Board, Commission, Committee or the City Council is required, the City Manager or his/her designee shall cause notice to be published in an official newspaper or a newspaper of general circulation in the City before the fifteenth (15th) day before the date set for the required hearing. Said notice shall set forth the date, time, place and purpose of the hearing.
- B. *Written Notice.* Whenever written notice of a public hearing before a Board, Commission, -or the City Council is required, before the tenth (10th) day before the hearing date, the City Manager or his/her designee shall cause written notice to be sent to each owner, as indicated by the most recently approved municipal tax roll, of real property within 200 feet of the exterior boundary of the property in question. Said notice shall set forth the date, time, place and purpose of the hearing as required under LGC section 211.007(c). The notice may be served by its deposit, properly addressed with postage paid, in the United States mail. If the property within 200 feet of the property in question is located in territory within the City and is not included on the most recently approved municipal tax roll, notice to such owners shall be given by one (1) publication in an official newspaper or a newspaper of general circulation in the municipality at least fifteen (15) days before the date of the hearing. Failure of owners to receive notice of hearing shall in no way affect the validity of the action taken.
- C. *Posted Notice.* Whenever posted notice of a public hearing is required, notification signs shall be posted by the applicant not later than the 10th day before the scheduled public hearing and shall remain posted during the course of the public hearings, until such time that final action has been taken on the ~~permit~~ application. Signs shall be posted on the subject property and/or along public right-of-way in accordance with LGC section 211.0073 and the Development Manual.
 - 1. The notice sign must be at least 24 inches long by 48 inches wide.
- D. It shall be the responsibility of the applicant to periodically check sign locations to verify that signs remain in place and have not been vandalized or removed. The applicant shall replace any missing or defective signs.
- E. It is unlawful for a person to alter any notification signs, or to remove it while the case is pending. Removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements of this section.

Proposed UDC Amendments- Clean Version

Proposed UDC Amendments- Clean Version

Sec. 21.4.3. Notice Requirements.

- A. *Published Notice.* Whenever published notice of a public hearing before a Board, Commission, Committee or the City Council is required, the City Manager or his/her designee shall cause notice to be published in an official newspaper or a newspaper of general circulation in the City before the fifteenth (15th) day before the date set for the required hearing. Said notice shall set forth the date, time, place and purpose of the hearing.
- B. *Written Notice.* Whenever written notice of a public hearing before a Board, Commission, -or the City Council is required, before the tenth (10th) day before the hearing date, the City Manager or his/her designee shall cause written notice to be sent to each owner, as indicated by the most recently approved municipal tax roll, of real property within 200 feet of the exterior boundary of the property in question. Said notice shall set forth the date, time, place and purpose of the hearing as required under LGC section 211.007(c). The notice may be served by its deposit, properly addressed with postage paid, in the United States mail. If the property within 200 feet of the property in question is located in territory within the City and is not included on the most recently approved municipal tax roll, notice to such owners shall be given by one (1) publication in an official newspaper or a newspaper of general circulation in the municipality at least fifteen (15) days before the date of the hearing. Failure of owners to receive notice of hearing shall in no way affect the validity of the action taken.
- C. *Posted Notice.* Whenever posted notice of a public hearing is required, notification signs shall be posted by the applicant not later than the 10th day before the scheduled public hearing and shall remain posted during the course of the public hearings, until such time that final action has been taken on the ~~permit~~ application. Signs shall be posted on the subject property and/or along public right-of-way in accordance with LGC section 211.0073 and the Development Manual.
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Proposed UDC Amendments

Sec. 21.4.3. Notice Requirements.

- A. *Published Notice.* Whenever published notice of a public hearing before a Board, Commission, Committee or the City Council is required, the City Manager or his/her designee shall cause notice to be published in an official newspaper or a newspaper of general circulation in the City before the fifteenth (15th) day before the date set for the required hearing. Said notice shall set forth the date, time, place and purpose of the hearing. ~~as required under LGC section 211.006(a).~~
- B. *Written Notice.* Whenever written notice of a public hearing before a Board, Commission, ~~Committee~~ or the City Council is required, before the tenth (10th) day before the hearing date, the City Manager or his/her designee shall cause written notice to be sent to each owner, as indicated by the most recently approved municipal tax roll, of real property within 200 feet of the exterior boundary of the property in question. Said notice shall set forth the date, time, place and purpose of the hearing as required under LGC section 211.007(c). The notice may be served by its deposit, properly addressed with postage paid, in the United States mail. If the property within 200 feet of the property in question is located in territory within the City and is not included on the most recently approved municipal tax roll, notice to such owners shall be given by one (1) publication in an official newspaper or a newspaper of general circulation in the municipality at least fifteen (15) days before the date of the hearing. Failure of owners to receive notice of hearing shall in no way affect the validity of the action taken.
- C. *Posted Notice.* Whenever posted notice of a public hearing is required, notification signs shall be posted by the applicant ~~not later than the 10th day before a minimum of eleven (11) days prior to~~ the scheduled public hearing and shall remain posted during the course of the public hearings, until such time that final action has been taken on the ~~permit~~ application. Signs shall be posted on the subject property and/or along public right-of-way in ~~accordance with LGC section 211.0073 and format approved by the City Manager or his/her designee. The number of signs, size of signs and content to be placed on the signs shall be in accordance with~~ the Development Manual.
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- D. It shall be the responsibility of the applicant to periodically check sign locations to verify that signs remain in place and have not been vandalized or removed. The applicant shall replace any missing or defective signs. ~~within one (1) business day from the time that a City official notifies the applicant that the signs are missing.~~
- E. It is unlawful for a person to alter any notification signs, or to remove it while the case is pending. Removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements of this section.

~~(Ord. No. 17-S-42, § 1(Exh. A), 10-24-2017; Ord. No. 24-S-14, § 1(Exh. B), 4-16-2024)~~

Ord. 26-S-007

Article 4 Section 21.4.3- Notice Requirements

Daisy Marquez | Senior Planner

Background

- UDC Section 21.4.7: City Council, or at the request of the City Manager or his/her designee, may change or modify the UDC to establish and maintain sound, stable and desirable development.
- Initiated by Planning Staff to be in compliance with State Law.
- 89th Legislative Session
 - House Bill 24
 - Went into effect September 1, 2025
- The Planning and Zoning Commission held a public hearing for Ord. 26-S-007 on February 4, 2026.

Proposed Amendments: UDC Section 21.4.3

- C. *Posted Notice.* Whenever posted notice of a public hearing is required, notification signs shall be posted by the applicant not later than the 10th day before ~~a minimum of eleven (11) days prior to~~ the scheduled public hearing and shall remain posted during the course of the public hearings, until such time that final action has been taken on the ~~permit~~ application. Signs shall be posted on the subject property and/or along public right-of-way in accordance with LGC section 211.0073 and ~~format approved by the City Manager or his/her designee. The number of signs, size of signs and content to be placed on the signs shall be in accordance with~~ the Development Manual.
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- E. It is unlawful for a person to alter any notification signs, or to remove it while the case is pending. Removal or alteration that is beyond the control of the applicant shall not constitute a failure to meet notification requirements of this section.

UDC Section 21.4.7.D Criteria for approval

1. The proposed amendment promotes the health, safety, and general welfare of the City;

- Staff proposed UDC amendments from time to time to proactively improve the UDC and remain current with state law changes.
- Changes to comply with changes from the 89th legislature.
- Amending the UDC to comply with the Texas Local Government Code (LGC) ensures the general welfare of the city.

2. The proposed amendment is consistent with the goals, objectives, and policies of this UDC and the City;

- The City of Schertz' goal is to remain compliant with state law.
- In response to changes in the Texas LGC.
- Remain consistent and compliant.

UDC Section 21.4.7.D Criteria for approval

3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law; and

- House Bill 24 changed LGC Section 211.0073
 - Notice Sign Changes
 - “no later than 10th day”
 - Signs must be “at least 24 inches long by 48 inches wide”

4. Other factors which are deemed relevant and important in the consideration of the amendment.

- Proposed Amendments are directly in line with changes from 89th Legislature House Bill 24 that went into effect September 1, 2025
 - Since effective date, Planning Staff has changed the notice sign process to be compliant
- Reviewed by Schertz Fire, EMS, and Police Department without objections
- Went to legal for review and did not receive objections.



Staff Recommendation

- Staff recommends approval of Ord. 26-S-007 to remain consistent with state law changes.

Planning and Zoning Commission Recommendation

- The Planning and Zoning Commission held a public hearing for Ord. 26-S-007 on February 4, 2026, and made a recommendation of approval to City Council with a unanimous vote.

CITY COUNCIL MEMORANDUM

City Council Meeting: March 03, 2026

Department: Planning & Community Development

Subject: Ordinance 26-S-004 - Conduct a public hearing and consider a request for a Specific Use Permit to allow a convenience store with gas pumps on approximately 7.8 acres of land, located approximately 51-feet west from the intersection of IH-35 N Access Road and FM 2252, also known as 18920 IH 35 N, more specifically known as Guadalupe County Property Identification Number 114083 and Comal County Property Identification Number 119021, City of Schertz, Comal and Guadalupe County, Texas. (B.James/L.Wood/D.Marquez)

BACKGROUND

The applicant is requesting a Specific Use Permit to allow a convenience store with gas pumps on approximately 7.8 acres of land, located approximately 51-feet west from the intersection of IH-35 N Access Road and FM 2252, City of Schertz, Comal and Guadalupe County, Texas. The subject property is currently undeveloped and currently zoned General Business District (GB). As per UDC Section 21.5.8, a Specific Use Permit is required for a convenience store with gas pumps in General Business District (GB).

A previous Specific Use Permit application, PLSPU20230153, known as Ordinance 23-S-32, was approved by City Council on January 09, 2024, and expired on January 09, 2026, because the applicant did not receive a building permit. The applicant has an approved Final Plat, Site Plan, and is close to finalizing their building permit approval. However, since the specific use permit has expired, the building permits cannot be issued.

On January 22, 2026, eight (8) public hearing notices were mailed to the surrounding property owners within a 200-foot boundary of the subject property. At the time of the staff report, zero (0) responses in favor, (0) responses neutral, and zero (0) responses in opposition have been received. A public hearing notice sign was posted by the applicant on January 20, 2026. The Planning and Zoning Commission held a public hearing for the item on February 4, 2026. A public hearing notice was published in the "San Antonio Express" on February 11, 2026.

Subject Property:

	Zoning	Land Use
Existing	General Business District (GB) with an Expired Specific Use Permit to allow a Convenience Store with Gas Pumps	Undeveloped
Proposed	General Business District (GB) with Specific Use Permit to allow a Convenience Store with Gas Pumps	Convenience Store with Gas Pumps

Adjacent Properties:

	Zoning	Land Use
North	Right-of-Way	IH-35 Frontage

South	General Business District (GB) and Single-Family Residential/ Agricultural District (R-A)	Undeveloped/ Vacant
East	General Business District (GB)	Undeveloped/ Vacant
West	General Business District (GB)	Storage

Zoning:

Table 21.5.7.B. Dimensional Requirements Non-Residential Zoning District (d)										
			Minimum Lot Size Dimensions			Minimum Yard Setbacks			Miscellaneous Lot Requirements	
		Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Rear Ft.	Side Ft.	Maximum Height	Maximum Impervious Coverage
Existing	GB	General Business District	10,000	100	100	25	Rear Adj. to Non-Res:0 Rear Adj. to Res: 25	Rear Adj. to Non-Res:0 Rear Adj. to Res:	120	80%

GOAL

The applicant is requesting a Specific Use Permit to allow a convenience store with gas pumps on approximately 7.8 acres of land, located approximately 51-feet west from the intersection of IH-35 N Access Road and FM 2252, City of Schertz, Comal and Guadalupe County, Texas. The subject property is currently undeveloped and currently zoned General Business District (GB).

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

When evaluating Specific Use Permits, staff references UDC Section 21.5.11.D. for the criteria of approval. The criteria are listed below:

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

The subject property is designated as Mixed-Use Center in the Comprehensive Land Use Plan Future Land Use Map. The Mixed-Use Center Future Land Use Designation is intended for a combination of higher-density housing, locally serving commercial and recreational uses. Mixed-Use centers are typically located along significant transportation corridors. The proposed Specific Use Permit (SUP) to allow a convenience store with gas pumps meets the intent of the Mixed-Use Land Use Designation. The subject property is located along IH-35, a major transportation network, and would only have access from IH-35 frontage road, thus meeting the intent of the Future Land Use Designation.

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

General Business District (GB) is intended to provide suitable areas for the development of

non-residential uses that may include retail and service establishments that are generally oriented toward serving the overall needs of the community and are usually located along principal transportation corridors. The proposed development's location along IH-35 N allows for the development to take advantage of IH-35 traffic and the surrounding neighborhoods for business.

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

The proposed development is surrounded by adjacent General Business District zoning and is compatible with the existing development. The proposed convenience store with gas pumps will be required to meet all current City of Schertz site development standards stipulated in Article 9. Article 9 is in place to ensure adverse effects of development are minimized and mitigated on neighboring properties.

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

As part of promoting health, safety and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts. Given the existing General Business District (GB) zoning of the adjacent surrounding properties, the location of the subject property on IH-35 N Access Road, and all access to the subject property being from IH-35 N Access Road, the proposed convenience store with gas pumps would not pose an adverse impact on adjacent properties.

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

Staff has ensured all UDC requirements have been met for the Specific Use Permit. A Specific Use Permit was approved for this subject property for the same proposed use on January 9, 2024, that expired on January 9, 2026. The subject property has an approved final plat, site plan, and a building permit application currently under review.

The City of Schertz Fire, EMS, and Police Departments have reviewed the proposed Specific Use Permit request and do not provide objections.

RECOMMENDATION

Staff Recommendation

The proposed Specific Use Permit meets the intent of the Comprehensive Land Use Plan Future Land Use Map and is compatible with the surrounding area. Thus, Staff recommends approval of the Specific Use Permit to allow a convenience store with gas pumps at the subject property, conditioned upon the following:

1. A building permit is approved within two years of the adoption of the SUP Ordinance.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission held a public hearing for the item on February 4, 2026, and made a recommendation of approval with the conditions as proposed by Staff, to City Council with a unanimous vote.

Attachments

Ordinance 26-S-004 With Attachments

Aerial Exhibit

Notification Map

Approved Site Plan Exhibit

City Council Presentation Slides

ORDINANCE NO. 26-S-004

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, TO APPROVE A SPECIFIC USE PERMIT TO ALLOW FOR A CONVENIENCE STORE WITH GAS PUMPS ON APPROXIMATELY 7.8 ACRES OF LAND, LOCATED APPROXIMATELY 51-FEET WEST FROM THE INTERSECTION OF IH-35 N ACCESS ROAD AND FM 2252, SCHERTZ, GUADALUPE AND COMAL COUNTY, TEXAS, ALSO KNOWN AS GUADALUPE COUNTY PROPERTY IDENTIFICATION NUMBER 114083 AND COMAL COUNTY PROPERTY IDENTIFICATION NUMBER 119021

WHEREAS, an application for a Specific Use Permit to allow a convenience store with gas pumps on approximately 7.8 acres of land, located approximately 51-feet west from the intersection of IH-35 N Access Road and FM 2252, also known as Guadalupe County Property Identification Number 114083 and Comal County Property Identification number 119021, more specifically described in the Exhibit A and Exhibit B attached (herein, the “Property”) has been filed with the City; and

WHEREAS, the City’s Unified Development Code Section 21.511.D. provides for certain criteria to be considered by the Planning and Zoning Commission in making recommendations to City Council and by City Council in considering final action on a requested Specific Use Permit (the “Criteria”); and

WHEREAS, on February 4, 2026, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve with conditions, the requested Specific Use Permit for a convenience store with gas pumps; and

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

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

Section 1. A Specific Use Permit for Guadalupe County Property Identification Number 114083 and Comal County Property Identification Number 119021, more particularly described in the attached Exhibit A and Exhibit B, is hereby approved to allow a convenience store with gas pumps conditioned upon the following occurring:

- a) A building permit is approved within two (2) years of the adoption of the SUP Ordinance in accordance with Unified Development Code Article 5, Section 21.5.11.F Expiration of Specific Use Permit.

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

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"

Property Description: Legal Metes and Bounds

Exhibit "A"
Property Description: Legal Metes and Bounds

METES AND BOUNDS
7.744 Acre Tract
Surveyed by Total Geo Data Surveying LLC

Being a 7.744 Acre (337,329 Square Foot) Tract, in the Robert Martin & John Falls Walker Survey No. 113, Abstract 414, Comal County and Abstract 244, Guadalupe County, Texas, described as 7.748 acres recorded in Document No. 201606011073 of the Official Public Records (O.P.R.), of Comal County and also recorded in Volume 2006 Page 133 O.P.R. of Guadalupe County, Texas, said 7.744 acre tract being more particularly described as follows, with all bearings being referenced to the North American Datum of 1983, Texas State Plane Coordinate System, South Central Zone, based on a VRS RTKNet solution:

BEGINNING at a found ½" rebar with cap stamped Ford Engineering on the south right of way (R.O.W.) line of Interstate Highway 35. (R.O.W. width varies) at the northwest corner of a so called believed 35.73 Acre Tract recorded in Document No. 202006019300 O.P.R. Comal County and recorded in Document No. 202099012670 O.P.R. Guadalupe County, being the northeast corner of the tract herein described;

THENCE, leaving said R.O.W. line and along the common line between said tracts, South 26° 39' 14" East, a distance of 749.56 feet (South 26° 20' 02" East, 750.00 feet record) to a found ½" rebar with cap stamped Ford Engineering at an interior corner of said 35.73 acres being the southeast corner of the tract herein described;

THENCE, continuing along said common line, South 62° 51' 03" West, a distance of 449.98 feet (South 63° 08' 00" West, 450.00 feet record) to a found 3 ½" metal fence post at the southeast corner of a so called 4.304 Acre Tract recorded in Document No. 200406007163 O.P.R. Comal County and recorded in Volume 1972, Page 62 O.P.R. Guadalupe County, being the southwest corner of the tract herein described;

THENCE, along the common line with said 4.304 acres, North 26° 39' 19" West, a distance of 749.76 feet (North 26° 20' 02" West, 750.00 feet record) to a set ½" rebar with cap stamped TOTAL GEO DATA 6042 on said south IH 35 R.O.W. line at the northeast corner of said 4.304 acres, being the northwest corner of the tract herein described;

THENCE, along the said R.O.W. line, North 62° 52' 32" East, at a distance of 129.21 feet passing a found Texas Department of Transportation Type I concrete monument, at a distance of 149.88 feet passing a found ½" rebar, continuing for a total distance of 450.00 feet (North 63° 08' 00" East, 450.00 feet record), returning to the POINT OF BEGINNING and containing 7.744 Acres (337,329 square feet) of land more or less.

This survey was performed on the ground by persons working under my supervision and completed on August 24, 2023. A survey drawing accompanies this description.

 10/11/23

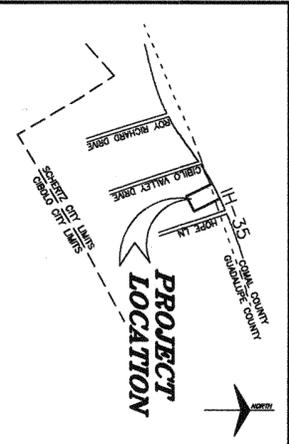
John E. DeHan, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6042
Firm No. 10193904



Exhibit "B"
Specific Use Permit Exhibit

Exhibit "B"

Specific Use Permit Exhibit



SPECIFIC USE EXHIBIT

DEVELOPER:
BLACK EYE PROPERTIES
24810 TRULL BROOK
SPRING, TX 77389
(832) 213-6999

ENGINEER:
MIDSTREAM AND TERMINAL SERVICES, L.L.C.
(DBA-MTS ENGINEERING AND DESIGN)
9950 WESTPARK DR, SUITE 426
HOUSTON, TX 77603

SURVEYOR:
TOTAL GEO DATA SURVEYING LLC
FIRM# 10193904
18838 FM 2252 #1802
GARDEN RIDGE, TX 78266
(210) 455-0707

- 1 TRAWICK & NANCY A WOMACK
1413 SETTLEMENT WAY
NEW BRAUNFELS, TX 78132
GCAD PROPERTY ID: 114083
CCAD PROPERTY ID: 119021
ZONE: (GB) GENERAL BUSINESS
- 2 DIANA DENSBERGER OTT ET AL
P O BOX 18155
CORPUS CHRISTI, TX 78480
GCAD PROPERTY ID: 68319
CCAD PROPERTY ID: 68323
CCAD PROPERTY ID: 78058
ZONE: (GB) GENERAL BUSINESS
- 3 RONALDO & CLARE M CARRILLO
P O BOX 690843
SAN ANTONIO, TX 78269
GCAD PROPERTY ID: 114080
CCAD PROPERTY ID: 114082
CCAD PROPERTY ID: 116266
ZONE: (GB) GENERAL BUSINESS

- NOTES**
1. BASIS OF BEARINGS: NORTH AMERICAN DATUM OF 1983, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, BASED ON WGS 84/83 SOLUTION.
 2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT THEREFORE OTHER MATTERS OF RECORD DO EFFECT THIS PROJECT.
 3. SUBJECT PROPERTY APPEARS TO BE SITUATED WITHIN THE FLOOD ZONE AREA "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS INDICATED ON THE FOLLOWING FLOOD INSURANCE RATE MAP-4818702010, EFFECTIVE DATE: NOVEMBER 2, 2007, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR GUADALUPE COUNTY, TEXAS. (SURVEYOR DOES NOT GUARANTEE OR WARRANT THE ACCURACY OR CORRECTNESS OF THE FEMA MAPS.)
 4. THIS EXHIBIT IS NOT A BOUNDARY SURVEY.

EXISTING ZONING: GENERAL BUSINESS DISTRICT (GB) - 7.744 AC.
PROPOSED ZONING: GENERAL BUSINESS DISTRICT (GB) - 7.744 AC.

PREPARED: 08/30/2023
REVISED: 10/12/2023
REVISED: 10/25/2023
IH 35
SCHERTZ
TEXAS

JOB NO.: 2023-074
ZONING EXHIBIT FOR:
DESIGNED REALTY GROUP



SCALE: 1" = 100'

- LEGEND**
- OPEN RECORDS
 - PERIODIC RECORD
 - M.P.R. - MAP & PLAT RECORDS
 - P.O.B. - POINT OF BEGINNING
 - FOC - FIBER OPTIC CABLE
 - - FOUND 1/2" REBAR
 - - FOUND 1/2" REBAR W/ CAP
 - - SET 1/2" REBAR W/ CAP
 - - STAMPED TOTAL GEO DATA
 - - STAMPED UNLESS OTHERWISE NOTED
 - ZONING AND BOUNDARY LINE



JOHN E. BEHM

DATE: 10/25/2023
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6842

TOTAL GEO DATA SURVEYING LLC.

FIRM # 10189004
18838 FM 2252 #1802
GARDEN RIDGE, TX, 78266

JOHN.BEHM@TOTALGEO.COM
JOHN.BEHM@TOTALGEO.COM

OWNER
TRAWICK & NANCY A WOMACK
1413 SETTLEMENT WAY
NEW BRAUNFELS, TX 78132
(210) 240-2077

APPLICANT
DESIGNED REALTY GROUP
25419 FM 2100
HUFFMAN, TX 77336
(210) 324-1300

GUADALUPE COUNTY
PROPERTY ID: 114083
COMAL COUNTY
PROPERTY ID: 119021
ZONING EXHIBIT
PROPERTY IS GENERALLY
LOCATED ON IH-35 TO
THE NORTHEAST OF OF
CIBOLO VALLEY DRIVE,
SCHERTZ, COMAL &
GUADALUPE COUNTIES,
TEXAS.
PREPARED:
OCTOBER 25TH, 2023

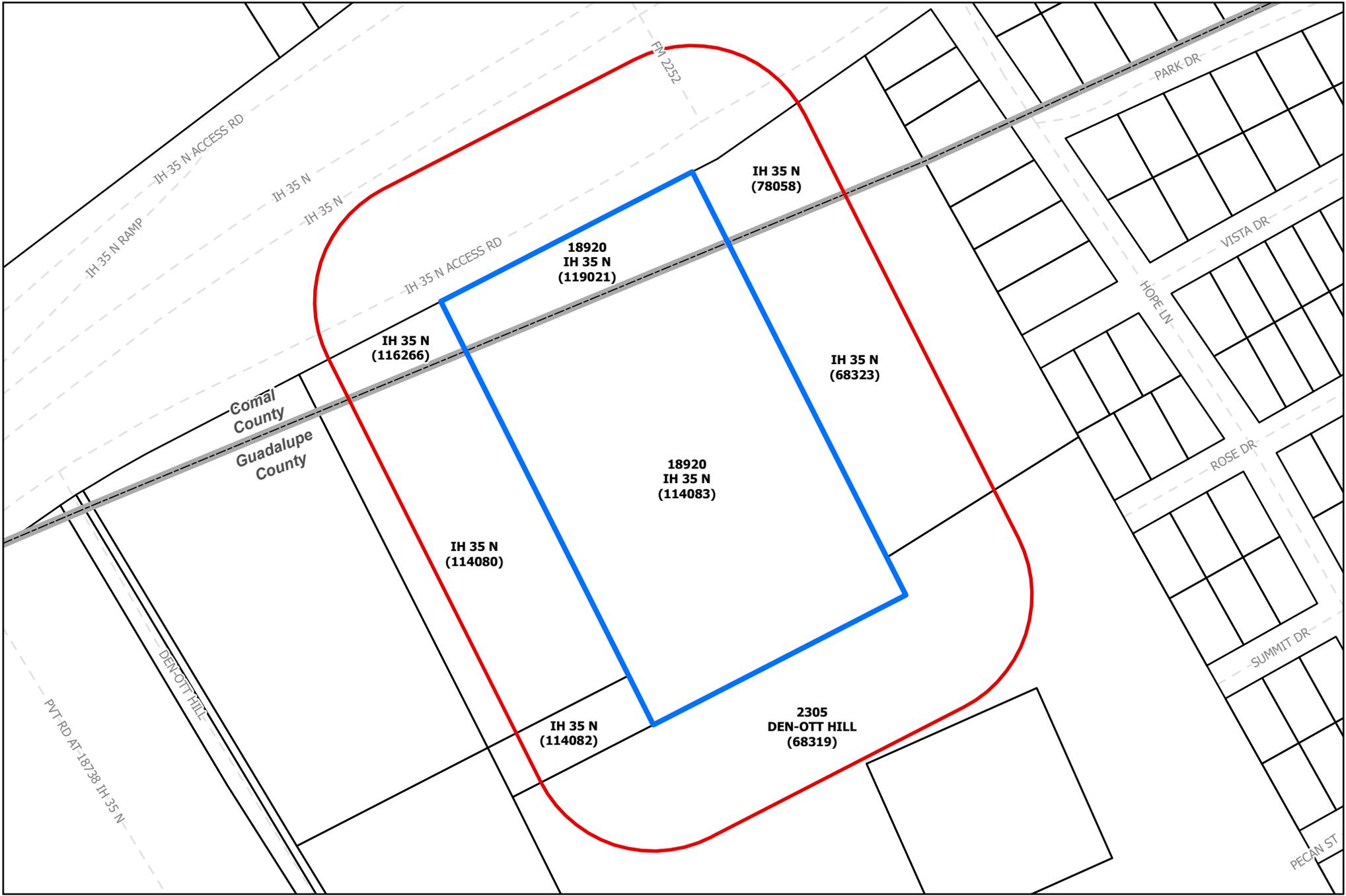


SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

Bunny Stop No. 9
PLSPU20260003

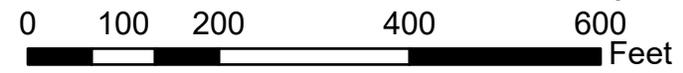
- | | | | | | | |
|--|--|--|--|--|--|---|
| <ul style="list-style-type: none"> County Boundaries Schertz Municipal Boundary ETJ Project Boundary | <ul style="list-style-type: none"> Highways Major Roads Minor Roads Freeway Principal Arterial | <ul style="list-style-type: none"> Planned Principal Arterial Planned Secondary Arterial Planned Secondary Rural Arterial Residential Collector Planned Residential Collector Planned Commercial Collector B Commercial Collector A Planned Commercial Collector A | <ul style="list-style-type: none"> 1" 2" 3" 4" 6" 8" 10" 12" 16" 18" Unknown | <ul style="list-style-type: none"> 20" 24" 30" 36" Unknown | <ul style="list-style-type: none"> Hydrant Manholes CCMA Lift Station Private Lift Station Schertz Lift Station CCMA Treatment Plant Schertz Treatment Plant | <ul style="list-style-type: none"> Sewer Main Schertz Gravity Schertz Pressure Neighboring Gravity Private Pressure |
|--|--|--|--|--|--|---|





City of Schertz
 Bunny Stop No. 9
 (PLSPU20260003)

- ▭ Project Boundary
- 200' Buffer
- Parcels



FLOOD INFORMATION

ACCORDING TO FLOOD INSURANCE RATE MAP, PANEL 48187C0210F, DATES: 11/02/2007, IS LOCATED IN ZONE UNSHADED X AND IS NOT WITHIN THE 100-YEAR FLOODPLAIN.

PROJECT SUMMARY

TOTAL PROJECT AREA = 337,329 SQ.FT
 TOTAL BUILDING AREA = 11,562 SQ.FT
 TOTAL CANOPY AREA = 8,400.22 SQ.FT
 PROP DETENTION POND AREA = 8,438 SQ.FT
 PROP IMPERVIOUS AREA = 235,027 SQ.FT
 PROP PERVIOUS AREA = 102,302 SQ.FT

SITE DATA TABLE

PROPERTY ZONED: GENERAL BUSINESS DISTRICT (GB)
 SETBACKS: FRONT = 50 FEET BUILDING LINE

- SITE AREA 337,329 SFT = 7.744 ACRES
- BUILDING AREA, C-STORE: 9,103 SFT GROSS AREA
 RETAIL: 2,459 SFT GROSS AREA
 BUILDING HEIGHT 32 FEET
 NUMBER OF STORIES = 1
- PARKING REQUIRED: 62 SPACES
 PARKING PROVIDED: 100 SPACES
 NUMBER OF HANDICAP SPACE REQUIRED: 4
 NUMBER OF HANDICAP SPACE PROVIDED: 4
- EXISTING PERVIOUS AREA: 337,329 SFT = 7.744 ACRES = 100.00%
 EXISTING IMPERVIOUS AREA: 0.00 SFT = 0.00 ACRES = 0.00%
- PROP PERVIOUS AREA: 102,867.0 SFT = 2.362 ACRES = 30.00%
 PROP IMPERVIOUS AREA: 234,462.0 SFT = 5.383 ACRES = 70.00%

PARKING SYNOPSIS

OCCUPANCY TYPE	PARKING COUNT	REQUIRED	PROVIDED
C-STORE	9,103 / 250	36.4(37)	100
RETAIL SPACE	2,459/ 100	24.59(25)	
TOTAL		62	100

CO-ORDINATE

POINT	X	Y
1	2204694.0250	13772305.6700
2	2205030.2790	13771635.7600
3	2204629.8590	13771430.4218
4	2204293.5165	13772100.5044
5	2204527.0007	13771951.4591
6	2204671.7853	13772024.1325
7	2204639.4859	13772088.4813
8	2204494.7013	13772015.8079
9	2204666.7561	13771831.3945
10	2204612.9239	13771938.6424

POINT	X	Y
11	2204634.3794	13771949.3971
12	2204688.1529	13771842.1198
13	2204642.9608	13772166.3108
14	2204632.2077	13772187.7688
15	2204426.6441	13772084.5861
16	2204437.4024	13772063.1325
17	2204325.0529	13772126.5854
18	2204398.0347	13772166.6091
19	2204606.8120	13772274.5335
20	2204655.0472	13772301.0189

NOTE: ALL REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.



LOCATION MAP
SCALE: 1"=4,000'-0"

OWNER: MUBARAK MAKNOJIA
 ADDRESS: 5956 CAPE CORAL DR. AUSTIN, TX 78746
 PHONE NUMBER: (512) 577-9294
 DEVELOPER: SCHERTZ STOP LLC.
 ADDRESS: 5956 CAPE CORAL DR. AUSTIN, TX 78746
 PHONE NUMBER: (512) 577-9294
 ENGINEER: MIDSTREAM AND TERMINAL SERVICES LLC.
 (DBA-MTS ENGINEERING AND DESIGN 9560 WESTPARK OR SUITE 426 HOUSTON, TX 77803)

MTS ENGINEERING & DESIGN
 9950 WESTPARK DR. SUITE #426
 HOUSTON TEXAS 77063
 (281) 404-4438 (281) 253-4849
FIRM NO. 18844

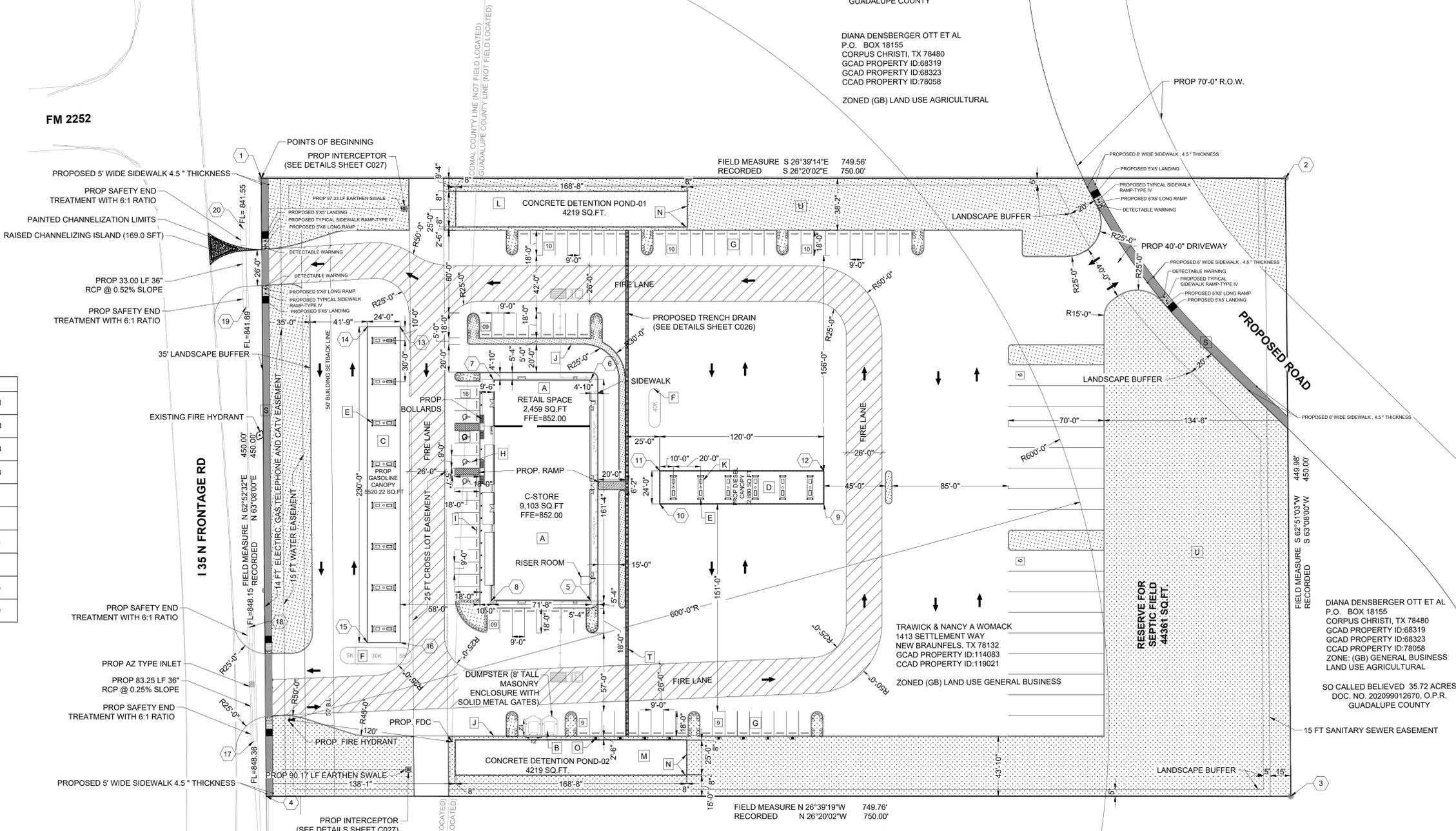


REV	DATE	DESCRIPTION	BY:	CHK	APR
0	10/11/2025	ISSUED FOR PERMIT	SK	MM	GM

RONALDO & CLARE M CARRILLO P. O. BOX 620843
 SAN ANTONIO, TX 7509 GCAD PROPERTY ID: 114080
 CCAD PROPERTY ID: 114082
 CCAD PROPERTY ID: 118268
 ZONED (GB) LAND USE GENERAL BUSINESS
 SO CALLED 4.304 ACRES
 DOC. NO. 200406007163, O.P.R. COMAL COUNTY
 VOL. 1972, PG. O.P.R. GUADALUPE COUNTY

LEGEND

- PROPERTY LINE
- ⊕ BENCHMARK
- A PROP C-STORE AND RETAIL SPACE
- B PROP TRASH ENCLOSURE
- C PROP GASOLINE CANOPY
- D PROP DIESEL CANOPY
- E U BOLLARDS
- F UNDERGROUND OIL TANK
- G PARKING AREA
- H HANDICAP PARKING
- I PROP 6"X6"X6" WHEEL STOP-BOLTED INTO PAVING
- J PROP 6" MONOLITHIC CONCRETE CURB
- K FUEL PUMP
- L CONCRETE DETENTION POND-01 4219 SQ.
- M CONCRETE DETENTION POND-02 4219 SQ.
- N SAFETY BOLLARDS
- O ELECTRIC CHARGING
- T TRENCH DRAIN
- U GREEN AREA
- TRAFFIC FLOW ARROW
- S SIDEWALK



1 SITE LAYOUT PLAN
SCALE: 1"=40'-0"

FIELD MEASURE N 26°39'19"W 749.76'
 RECORDED N 26°20'02"W 750.00'

SO CALLED BELIEVED 35.73 ACRES
 DOC. NO. 202006019300, O.P.R. COMAL COUNTY
 CCAD PROPERTY ID: 68323
 CCAD PROPERTY ID: 78058
 ZONED (GB) LAND USE AGRICULTURAL

DIANA DENBERGER OTT ET AL
 P.O. BOX 18155
 CORPUS CHRISTI, TX 78480
 GCAD PROPERTY ID: 68319
 CCAD PROPERTY ID: 78058

TRAWICK & NANCY A WOMACK
 1413 SETTLEMENT WAY
 NEW BRAUNFELS, TX 78132
 GCAD PROPERTY ID: 114083
 CCAD PROPERTY ID: 119021
 ZONED (GB) LAND USE GENERAL BUSINESS

RESERVE FOR SEPTIC FIELD 44861 SQ.FT.
 FIELD MEASURE S 62°51'03"W 448.98'
 RECORDED S 63°09'00"W 450.00'

DIANA DENBERGER OTT ET AL
 P.O. BOX 18155
 CORPUS CHRISTI, TX 78480
 GCAD PROPERTY ID: 68319
 CCAD PROPERTY ID: 78058
 LAND USE AGRICULTURAL
 SO CALLED BELIEVED 35.72 ACRES
 DOC. NO. 202099012670, O.P.R. GUADALUPE COUNTY

Approved By: *[Signature]*
 Date: 10/11/2025 8:30:25 AM



BUNNY STOP #9
 18920 IH 35 N SCHERTZ, TX 78154
BUNNY STOP #9 SUBDIVISION UNIT 1
 LOT 1, BLOCK 1

10/11/2025

MTS PROJECT NO.:	DATE:	ENGINEER:	CHECKED BY:	DRAWN BY:
24006	10/11/2025	GM	MM	SK
REV.:	DRAWING NUMBER:	DRAWING TITLE:	SCALE:	
0	C004	SITE LAYOUT PLAN	1"=40'-0"	

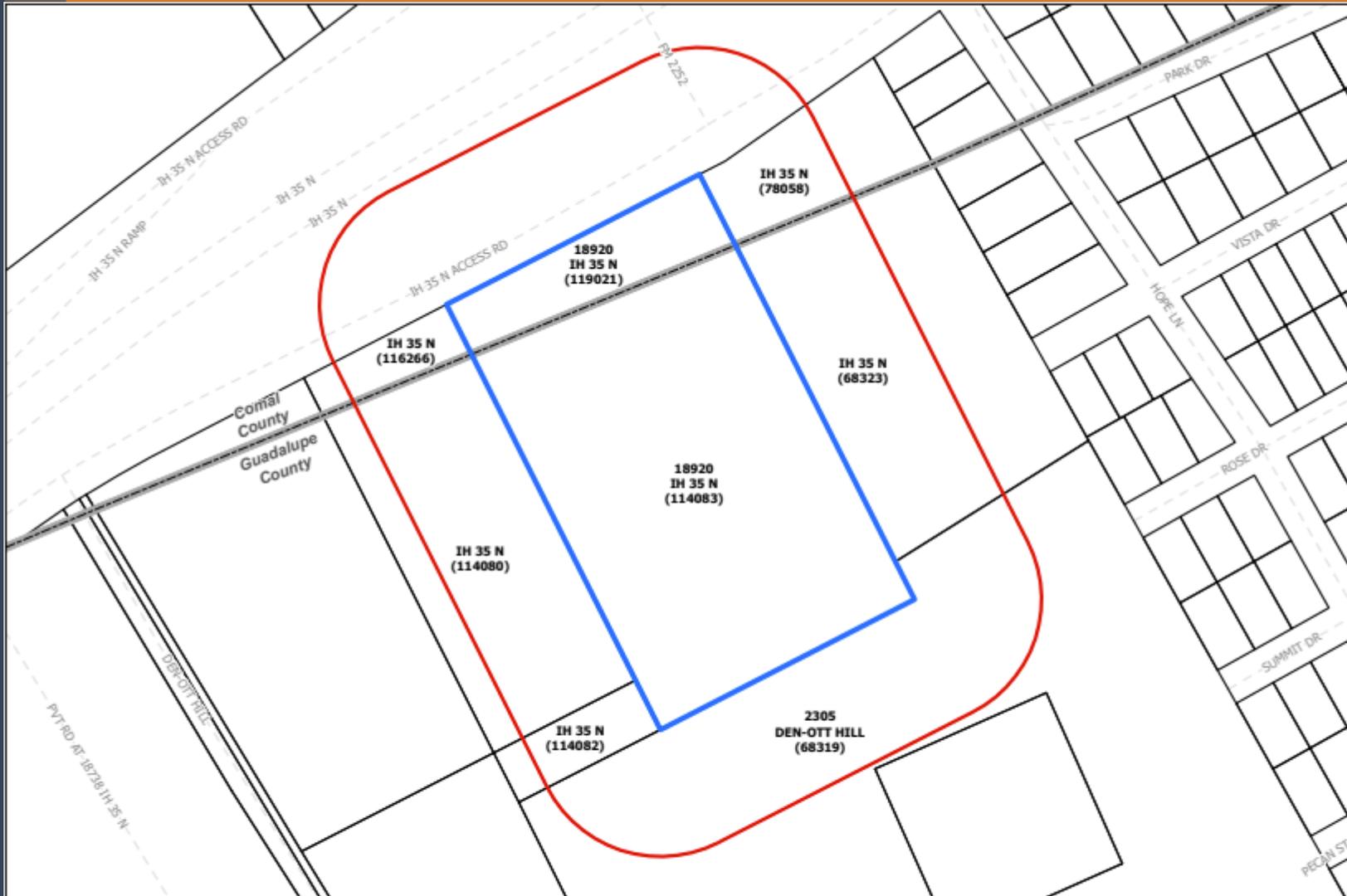
Ord.26-S-004

SUP convenience store with gas pumps

Daisy Marquez | Senior Planner



	Zoning	Land Use
Existing	General Business District (GB) with expired SUP	Undeveloped
Proposed	General Business District (GB) with SUP to allow a Convenience Store with Gas Pumps	Convenience Store with Gas Pumps
North	Right-of-Way	IH-35 Frontage
South	General Business District (GB)	Undeveloped
East	General Business District (GB)	Undeveloped
West	General Business District (GB)	Storage



SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

Last update: January 14, 2026
City of Schertz, GIS Operations: GIS Desktop, gis@schertz.com (202) 619-1380

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City of Schertz
Bunny Stop No. 9
(PLSPU20260003)

Project Boundary Parcels
 200' Buffer



- January 22, 2026
 - 8 public notices sent
- Sign placed by the applicant
- Responses:
 - 0 in favor
 - 0 neutral
 - 0 opposed
- February 4, 2026, P&Z
- “San Antonio Express” on February 11, 2026



SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

Background

- UDC Section 21.5.8 requires an Approved SUP to allow a convenience store with gas pumps in General Business District (GB)
- Ordinance 23-S-32 / PLSPU20230153
 - Approved at the January 9, 2024 City Council meeting
 - Expired January 9, 2026
- Has an approved Site Plan, Final Plat, and close to having approved Building Permits

FLOOD INFORMATION
 ACCORDING TO FLOOD INSURANCE RATE MAP, PANEL 810020101, DATED: 11/02/2017, IS LOCATED IN ZONE UNDESIGNED X AND IS NOT WITHIN THE 100-YEAR FLOODPLAIN.

PROJECT SUMMARY

TOTAL PROJECT AREA	+ 237,328	SQ. FT.
TOTAL BUILDING AREA	+ 11,340	SQ. FT.
TOTAL CANOPY AREA	+ 8,403.22	SQ. FT.
PROP DETENTION POND AREA	+ 8,838	SQ. FT.
PROP IMPERVIOUS AREA	+ 228,527	SQ. FT.
PROP PERVIOUS AREA	+ 108,322	SQ. FT.

SITE DATA TABLE

PROPERTY ZONED: GENERAL BUSINESS DISTRICT (GB)

TRACKS: FRONT + 50 FEET BUILDING LINE

1. SITE AREA 237,328 SQ FT + 7.18 ACRES

2. BUILDING AREA, C-STORE: 9,103 SQ FT GROSS AREA
 RETAIL: 2,238 SQ FT GROSS AREA
 BUILDING HEIGHT 32 FEET
 NUMBER OF STOREYS +1

PARKING REQUIRED: 82 SPACES
 PARKING PROVIDED: 100 SPACES
 NUMBER OF HANDICAP SPACES REQUIRED: 4
 NUMBER OF HANDICAP SPACES PROVIDED: 4

3. EXISTING PERVIOUS AREA: 127,228 SQ FT +1.74 ACRES + 100.00%
 EXISTING IMPERVIOUS AREA: 110,099 SQ FT + 0.00%

4. PROP PERVIOUS AREA: 102,817.0 SQ FT +2.362 ACRES + 30.00%
 PROP IMPERVIOUS AREA: 234,480.0 SQ FT +5.363 ACRES + 70.00%

PARKING SYNOPSIS

OCCUPANCY TYPE	PARKING COURT	REQUIRED	PROVIDED
CUSTOMER	9,103 / 283	36-63(1)	100
RETAIL SPACE	2,238 / 100	24 (0/0/0)	100
TOTAL		60	100

CO-ORDINATE

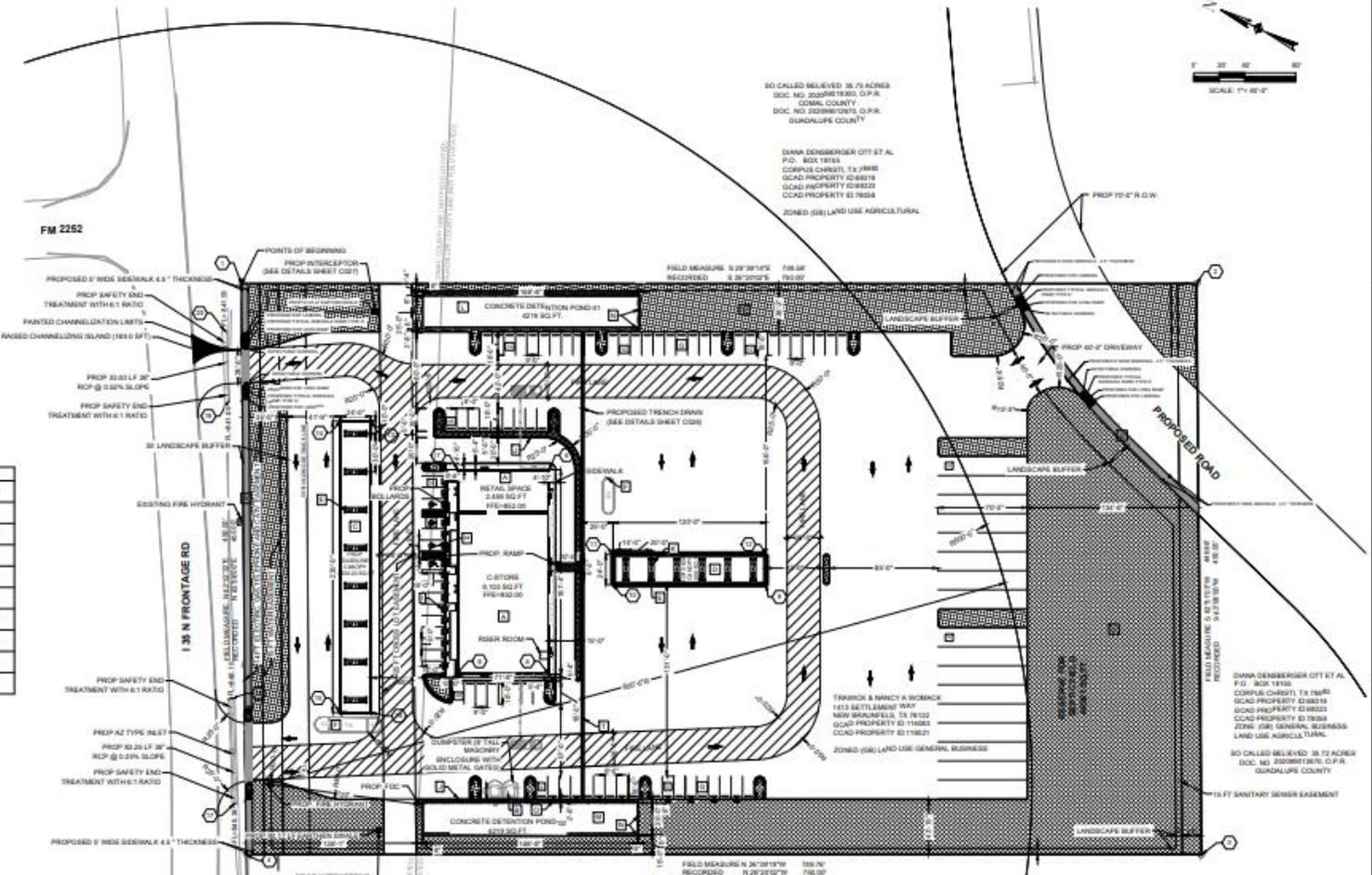
POINT	X	Y	POINT	X	Y
1	228484.0282	1272281.4733	1	228484.3154	1271988.2871
2	228500.2740	1271985.7600	2	228488.7628	1271983.7186
3	228428.8836	1271436.4718	3	228482.9638	1272188.2138
4	228493.6766	1272100.9284	4	228482.2877	1272197.7688
5	228427.0007	1271887.4361	5	228425.6841	1272288.8861
6	228471.7833	1272024.1328	6	228437.4034	1272283.1328
7	228489.4869	1272288.4813	7	228425.8228	1272138.8864
8	228484.7510	1272015.8278	8	228438.8287	1272198.6881
9	228488.7887	1271811.3843	9	228488.8120	1272278.8328
10	228412.8219	1271938.4424	10	228485.0472	1272225.4788



OWNER: MUBARK BRANDS
 ADDRESS: 388 CAPE CORAL DR. AUSTIN, TX 78708
 PHONE NUMBER: (512) 917-8294

DEVELOPER: SCHERTZ STOP LLC
 ADDRESS: 388 CAPE CORAL DR. AUSTIN, TX 78708
 PHONE NUMBER: (512) 917-8294

ENGINEER:
 MTS ENGINEERING AND DESIGN LLC
 128470 ENGINEERING AND DESIGN BLDG
 WESTPARK DR SUITE 420 HOUSTON, TX 77063



1 SITE LAYOUT PLAN
 SCALE: 1"=40'-0"

RONALDO & CLARE M CARRILLO P. O. BOX 82883 SAN ANTONIO, TX 78288 GCAD PROPERTY ID 114888 SECOND PROPERTY ID 114892 CCAD PROPERTY ID 114884 ZONED (GB) LAND USE GENERAL BUSINESS SO CALLED BELIEVED 28.72 ACRES DOC. NO. 2004987492, D.P.R. COMAL COUNTY VOL. 1473, PG. 0 P.R. GUADALUPE COUNTY

LEGEND

[Symbol]	PROPERTY LINE	[Symbol]	HANDICAP PARKING	[Symbol]	TRAFFIC FLOW ARROW
[Symbol]	SEWER/STORM	[Symbol]	PROP 4"X8"X36" WHEEL STOP BOLTED INTO PAVING	[Symbol]	SIDEWALK
[Symbol]	PROP C-STORE AND RETAIL SPACE	[Symbol]	PROP 6" MONOLITHIC CONCRETE CURB	[Symbol]	
[Symbol]	PROP TRASH ENCLOSURE	[Symbol]	FUEL PUMP	[Symbol]	
[Symbol]	PROP GASOLINE CANOPY	[Symbol]	CONCRETE DETENTION POND-01 4219 SQ	[Symbol]	
[Symbol]	PROP DIESEL CANOPY	[Symbol]	CONCRETE DETENTION POND-02 4218 SQ	[Symbol]	
[Symbol]	U BOLLARDS	[Symbol]	SAFETY BOLLARDS	[Symbol]	
[Symbol]	UNDERGROUND OIL TANK	[Symbol]	ELECTRIC CHASING	[Symbol]	
[Symbol]	PARKING AREA	[Symbol]	TRENCH DRAIN	[Symbol]	
[Symbol]		[Symbol]	GREEN AREA	[Symbol]	

MTS ENGINEERING & DESIGN
 9255 WESTPARK DR. SUITE 403E
 HOUSTON TEXAS 77063
 (281) 404-9035 (281) 253-4849
 FIRM NO. 18844



REV	DATE	DESCRIPTION	BY	CHK	APP	DRWN BY	CHECKED BY	ENGINEER	DATE	MTS PROJECT NO.
01	09/11/2025	ISSUED FOR PERMIT	DK	MM	MM	DK	MM	MM	12/11/2025	20250
										DRAWING NUMBER
										REV.
										SCALE
										1"=40'-0"
										SITE LAYOUT PLAN
										C004 0
										10/11/2025

Approved By:

10/11/2025

BUNNY STOP #9
 18920 IH 35 N SCHERTZ, TX 78154
BUNNY STOP #9 SUBDIVISION UNIT 1
 LOT 1, BLOCK 1



UDC Section 21.5.11.D Criteria for approval

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



- Mixed-Use Center
 - Higher-density housing
 - Locally serving commercial and recreational uses
 - Along significant transportation corridors
- Proposed SUP is located along IH-35, a major transportation corridor, thus meets the intent of the Future Land Use Map Designation

UDC Section 21.5.11.D Criteria for approval

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

- Zoned General Business District (GB)
 - Retail and service establishments along principal transportation corridors

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

- Surrounded by GB zoning
- Will be required to meet all Article 9 Site Design Requirements



UDC Section 21.5.11.D Criteria for approval

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

- There is existing GB zoning in the area and the only access for the property is along IH-35 N Access Road

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

- All UDC Requirements have been met for the application.
- Schertz EMS, Fire, and Police Departments have reviewed the application and did not provide an objection.
- A SUP for the property for the same use was approved on January 9, 2024 and expired January 9, 2026

Staff Recommendation

The proposed Specific Use Permit meets the intent of the Comprehensive Land Use Plan Future Land Use Map and is compatible with the surrounding area. Thus, Staff recommends approval of the Specific Use Permit to allow a convenience store with gas pumps at the subject property, conditioned upon the following:

1. A building permit is approved within two years of the adoption of the SUP Ordinance.

Planning and Zoning Commission

The Planning and Zoning Commission held a public hearing for the item on February 4, 2026, and made a recommendation of approval with the conditions proposed by Staff to City Council with a unanimous vote.

CITY COUNCIL MEMORANDUM

City Council Meeting: March 03, 2026

Department: Planning & Community Development

Subject: Ordinance 26-S-005 - Conduct a public hearing and consider a request for a Specific Use Permit to allow a Truck Terminal on approximately 4.1 acres of land, located approximately 600-feet west of the intersection of Baugh Lane and Schwab Road, also known as 23870 Baugh Lane, more specifically known as Comal County Parcel Identification Number 464879, City of Schertz, Comal County, Texas.(B.James/L.Wood/W.Willingham)

BACKGROUND

The applicant is requesting a Specific Use Permit to allow a truck terminal on approximately 4.1 acres of land currently zoned General Business District (GB). Per the applicant's letter of intent, the applicant intends to develop the property as a parking lot to serve as a truck terminal for the overflow of trucks from SYSCO located across Baugh Lane.

This request is made as the previously approved Ordinance 23-S-33 which authorized a Specific Use Permit for a truck terminal has expired. Per the conditions of Ordinance 23-S-33, a "building permit [must be] approved within two (2) years of the adoption of the ordinance." Since then, the applicant has gone through the steps of the development process and currently has an approved final plat and a certified site plan. However, a building permit was not issued within two years of the ordinance's adoption and the SUP has since expired as of January 9, 2026.

On January 23, 2026, six (6) public notices were mailed to the surrounding properties within a 200-foot boundary of the subject property. At this time, zero (0) responses in favor, zero (0) responses neutral, and zero (0) responses in opposition have been received. On February 4, 2026, the City of Schertz Planning and Zoning Commission held a public hearing for the request. A public hearing notice was published in the "San Antonio Express" on Wednesday February 11, 2026. Additionally, two (2) notification signs were placed on the property by the applicant.

Subject Property

	Zoning	Land Use
Existing	General Business District with Expired Specific Use Permit allowing Truck Terminal (Ordinance 23-S-33)	Undeveloped
Proposed	General Business District (GB) with Specific Use Permit allowing Truck Terminal	Truck Terminal

Adjacent Properties

	Zoning	Land Use
North	Right-of-Way	Baugh Lane
South	General Business District (GB)	Undeveloped

East	General Business District (GB) with Approved Specific Use Permit for Convenience Store with Gas Pumps (Ordinance 21-S-31)	Convenience Store with Gas Pumps
West	General Business District (GB)	Undeveloped

GOAL

Per the applicant's letter of intent, the applicant is requesting a Specific Use Permit to allow a truck terminal on approximately 4.1 acres of land in the General Business District (GB). The applicant intends to develop a parking lot to serve as a truck terminal on site.

Table 21.5.7.B. Dimensional Requirements Non-Residential Zoning Districts (d)										
			Minimum Lot Size Dimensions			Minimum Yard Setback			Miscellaneous Lot Requirements	
	Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Rear Ft.	Side Ft.	Maximum Height	Maximum Impervious Coverage
Existing	GB	General Business District	10,000	100	100	25	Rear Adj. to Non-Res: 0 Rear Adj. to Res: 25	Adj. to Non-Res: 0 Adj. to Res: 25	120	80%

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

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

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

The Comprehensive Plan designates this area as Regional Corridor. The Regional Corridor future land use designation is intended for commercial development along major thoroughfares that serve populations within the city and broader region. The proposed truck terminal is located between SYSCO and IH-35 and is located in an area that takes advantage of traffic entering or exiting the site. Additionally, the proposed development will act as an additional buffer from SYSCO and the IH-35 frontage. Thus, the proposed truck terminal meets the intent of the Comprehensive Land Plan.

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

The subject property is currently zoned General Business District (GB). This district is intended to provide suitable areas for the development of non-residential uses which offer a wide variety of retail and service establishments that are generally oriented toward serving the overall needs of the entire community. These businesses are usually located on principal transportation corridors. The location and

specific use request for a truck terminal is consistent with the zoning district.

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

The proposed development is compatible with the surrounding area. The proposed truck terminal is adjacent to General Business District (GB) to the east, west, and south with Manufacturing District (Light) (M-1) to the north. The proposed truck terminal currently has a certified site plan which has met all current City of Schertz site development standards stipulated in Article 9. Article 9 is in place to ensure adverse effects of development are minimized and mitigated on neighboring properties.

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

As part of promoting health, safety and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts. Given the existing General Business (GB) and Manufacturing (light) (M-1) zoning of surrounding properties, access from Baugh Lane, and the proposed use supporting an existing use, the proposed truck terminal would not pose an adverse impact on adjacent properties.

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

All UDC requirements have been met for the proposed Specific Use Permit.

At this time, the development has an certified site plan to serve as a truck terminal which has met the site design requirements of Article 9. There is also an approved final plat for the site which is currently pending county recordation. These applications were submitted and approved prior to the expiration of the SUP Ordinance 23-S-33.

City of Schertz Fire, EMS, and Police Departments have been notified of the Specific Use Permit and have provided no objections to the request.

RECOMMENDATION

Staff Recommendation

The proposed Specific Use Permit meets the intent of the Comprehensive Land Use Plan Future Land Use Map and is compatible with the surrounding area. Thus, Staff recommends approval of the Specific Use Permit to allow a Truck Terminal at the subject property, conditioned upon the following:

1. A building permit is approved within two years of the adoption of the SUP Ordinance.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission held a public hearing for the item on February 4, 2026, and made a recommendation of approval with the conditions as proposed by Staff, to City Council with a unanimous vote.

Attachments

Ordinance 26-S-005 with attachments

Aerial Exhibit

Notification Map

City Council Presentation Slides

ORDINANCE 26-S-005

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO APPROVE A SPECIFIC USE PERMIT TO ALLOW A TRUCK TERMINAL IN GENERAL BUSINESS DISTRICT (GB) ON APPROXIMATELY 4.1 ACRES, APPROXIMATELY 600 FEET WEST OF THE INTERSECTION OF BAUGH LANE AND SCHWAB ROAD, ALSO KNOWN AS 23870 BAUGH LANE, MORE SPECIFICALLY KNOWN AS COMAL COUNTY PARCEL IDENTIFICATION NUMBER 464879, CITY OF SCHERTZ, COMAL COUNTY, TEXAS

WHEREAS, an application for a Specific Use Permit to allow a Truck Terminal on approximately 4.1 acres of land, located approximately 600-feet west of the intersection of Baugh Lane and Schwab Road, also known as 23870 Baugh Lane, more specifically known as Comal County Parcel Identification Number 464879, City of Schertz, Comal County, Texas., more specifically described in Exhibit A (herein, the “Property”) has been filed with the City; and

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

WHEREAS, on February 4, 2026, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve with conditions the Specific Use Permit for a Truck Terminal; and

WHEREAS, on March 3, 2026, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested Specific Use Permit be approved as provided for herein.

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

Section 1. A Specific Use Permit for Comal County Property ID 464879, more particularly described in the attached Exhibit A, is hereby approved to allow a Truck Terminal conditioned upon the following occurring:

- a) A building permit is approved within two (2) years of the adoption of the SUP Ordinance in accordance with Unified Development Code Article 5, Section 21.5.11.F Expiration of Specific Use Permit.

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

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"
Property Description- Legal Metes and Bounds



Exhibit "A"
Property Description - Legal Metes and Bounds

WINDROSE
LAND SURVEYING | PLATTING

**DESCRIPTION OF
4.015 ACRES OR 174,870 SQ. FT.**

A TRACT OR PARCEL CONTAINING 4.015 ACRES OR 174,870 SQUARE FEET OF LAND, SITUATED IN THE CARROL M. GAHAGAN JR. SURVEY NO. 258, ABSTRACT NO. 182 AND THE JUAN FRANCISCO ZEPEDA SURVEY NO. 257, ABSTRACT NO. 658, COMAL COUNTY, BEING OUT OF A CALLED 25.185 ACRE TRACT, CONVEYED TO SAN ANTONIO ONE LIMITED PARTNERSHIP, AS RECORDED IN VOL. 803, PG. 781, OF THE COMAL COUNTY DEED RECORDS (C.C.D.R.), WITH SAID 4.015 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83):

COMMENCING AT A 5/8 INCH IRON ROD FOUND FOR THE WEST CORNER OF A CALLED BAUGH LANE (60' WIDTH), AS RECORDED IN PLAT DOCUMENT NO. 201006026626, OF THE COMAL COUNTY PLAT RECORDS (C.C.P.R.), AND AN INTERIOR CORNER OF LOT 2, BLOCK 2, SYSCO-CENTRAL TEXAS, PLAT DOCUMENT NO. 201006026626, C.C.P.R.;

THENCE, NORTH 88 DEG. 24 MIN. 59 SEC. EAST, OVER AND ACROSS SAID BAUGH LANE, A DISTANCE OF 122.00 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE SOUTH LINE OF SAID BAUGH LANE, BEING THE WEST CORNER OF LOT 1, BLOCK 2, QT 4032, AS RECORDED IN PLAT DOCUMENT NO. 202106053844, C.C.P.R., BEING THE NORTHEAST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 31 DEG. 02 MIN. 26 SEC. EAST, WITH THE WEST LINE OF LOT 1 AND LOT 2, OF SAID QT 4032, A DISTANCE OF 335.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS AFORESAID 25.185 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

SOUTH 58 DEG. 57 MIN. 34 SEC. WEST, A DISTANCE OF 522.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 31 DEG. 02 MIN. 26 SEC. WEST, A DISTANCE OF 335.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 58 DEG. 57 MIN. 34 SEC. EAST, A DISTANCE OF 522.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 4.015 ACRES OR 174,870 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 57659, PREPARED BY WINDROSE LAND SERVICES, INC.

ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



5-12-2022
DATE:



SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

SUP Truck Terminal 4 Acres
23870 Baugh Ln
PLSPU20260006

- County Boundaries
- Schertz Municipal Boundary
- ETJ
- Project Boundary

- Highways
- Major Roads
- Minor Roads
- Freeway
- Principal Arterial

- Planned Principal Arterial
- Secondary Arterial
- Planned Secondary Arterial
- Secondary Rural Arterial
- Planned Secondary Rural Arterial

- Residential Collector
- Planned Residential Collector
- Planned Commercial Collector B
- Commercial Collector A
- Planned Commercial Collector A

- 1"
- 2"
- 3"
- 4"
- 6"

- 8"
- 10"
- 12"
- 16"
- 18"

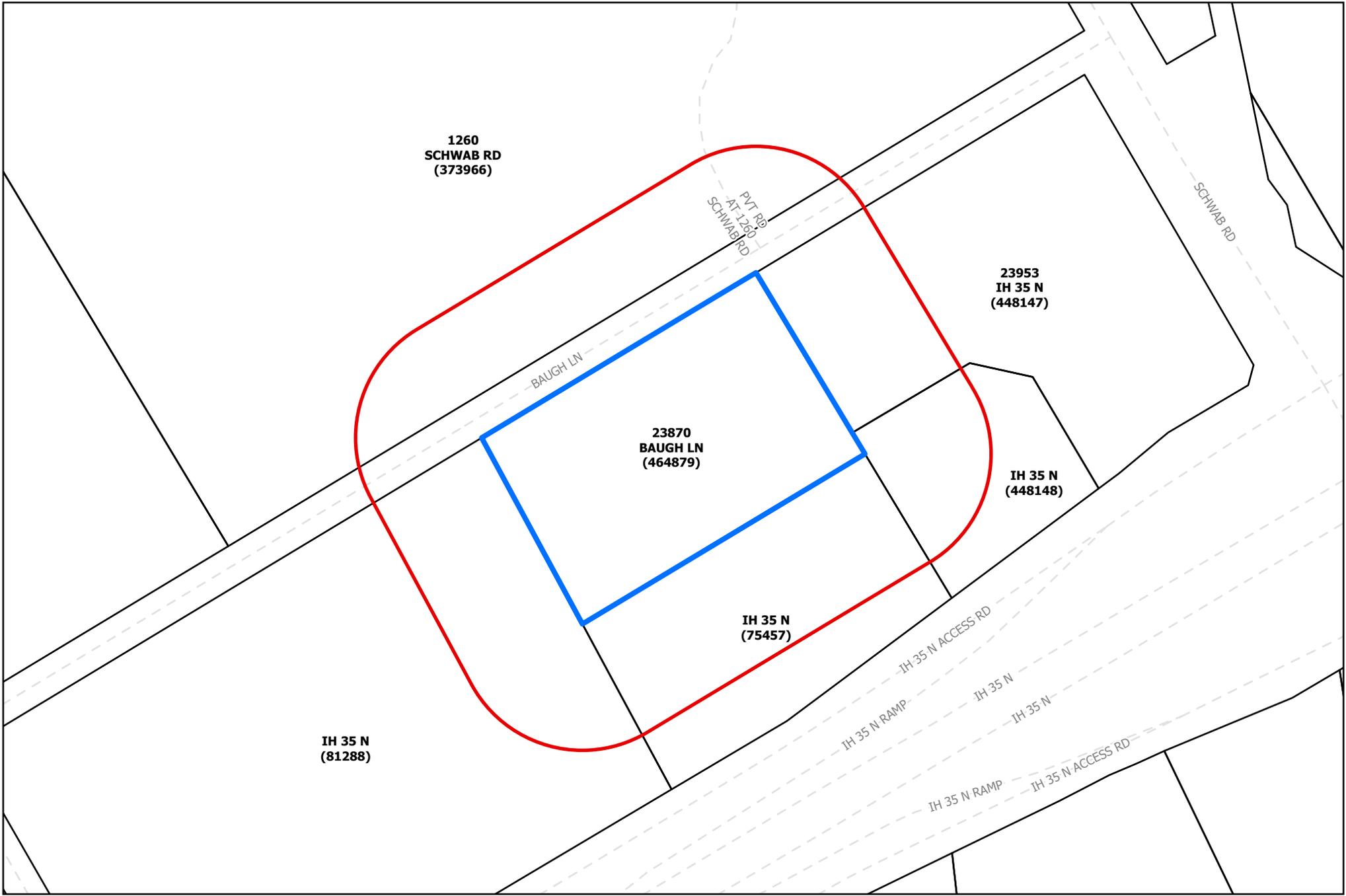
- 20"
- 24"
- 30"
- 36"
- Unknown

- Hydrant
- Manholes
- CCMA Lift Station
- Private Lift Station

- Schertz Lift Station
- CCMA Treatment Plant
- Schertz Treatment Plant

- Sewer Main
- Schertz Gravity
- Schertz Pressure
- Neighboring Gravity
- Private Pressure





City of Schertz
SUP Truck Terminal - 4 Acres
23870 Baugh Ln
(PLSPU20260006)

-  Project Boundary
-  Parcels
-  200' Buffer



Ord. 26-S-005

Specific Use Permit Request for a Truck Terminal on 4.1 Acres of Land

William Willingham | Planner

Orientation

Subject Property Aerial View

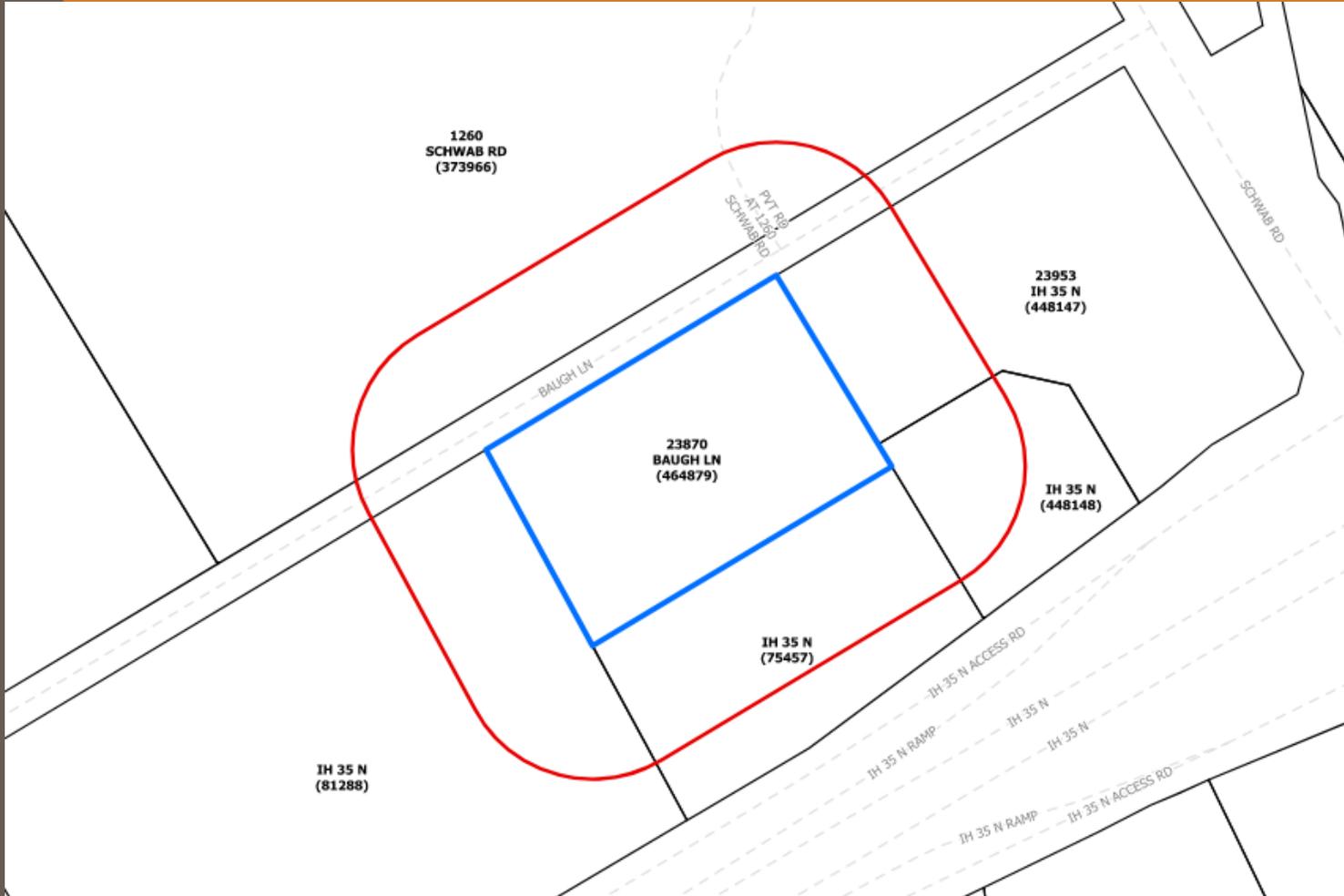


4.1 acres platted

Vicinity Zoning and Land Use

	Zoning	Use
Subject Property	General Business District (GB) with expired SUP for Truck Terminal (Ord 23-S-33)	Undeveloped
North	Public Right-of-Way	Baugh Lane
South	General Business District	Undeveloped
East	General Business District (GB) with SUP for C-store with Gas Pumps	Convenience Store with Gas Pumps
West	General Business District (GB)	Undeveloped

Notification

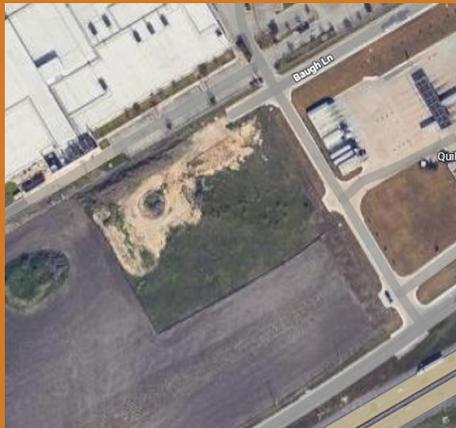


- 6 Public notices were sent on January 23, 2026
- As of today
 - (0) in Favor
 - (0) Neutral to
 - (0) in Opposition
- A public hearing notice was published in the “San Antonio Express” on February 11, 2026
- Two notification signs were placed by the applicant

Background: Development Process

Application	Date
SUP (23-S-33)	Effective: 1/9/24
Preliminary Plat	Approved: 6/10/24
Final Plat	Approved: 7/11/24
Site Plan	Certified: 11/26/25
Building Permit	Entered: 1/8/26
SUP	Expired: 1/9/26

UDC SECTION 21.5.4.D Criteria for Approval



1. Whether the proposed use at the specified location implements the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans.

- “Regional Corridor” designation: Commercial and entertainment areas along major thoroughfares to serve the city and broader region
- General Business District (GB): retail and service establishments that are generally oriented toward serving the overall needs of the entire community.
- The comprehensive plan is a guiding document for the long-range vision of Schertz.
- The requested specific use implements the policies of the adopted Comprehensive Plan.

UDC SECTION 21.5.4.D Criteria for Approval

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

- General Business District (GB): retail and service establishments that are generally oriented toward serving the overall needs of the entire community.
- The use is located along I-35 corridor, and supports the SYSCO development.



UDC SECTION 21.5.4.D Criteria for Approval

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

- The truck terminal use is surrounded by General Business (GB) District and Manufacturing District (light) (M-1) to the north.
- The request supports SYSCO located to the north
- Thus, the use does preserve the character of the surrounding area.

UDC SECTION 21.5.4.D Criteria for Approval

4. Whether the proposed use will not adversely affect the health, safety, and general welfare of the City.

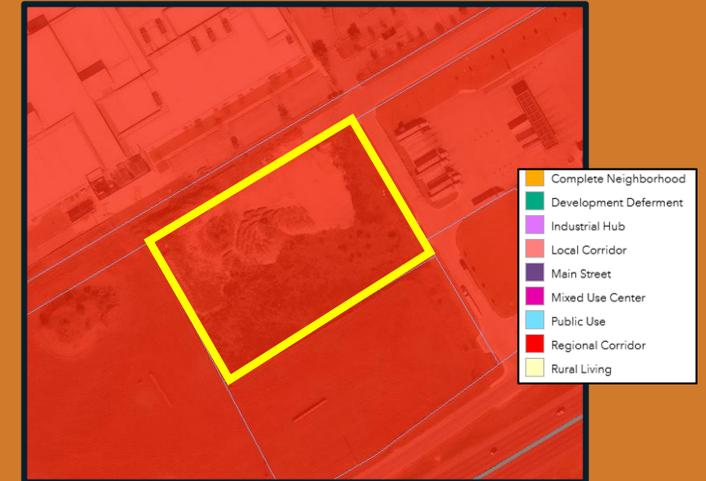
As part of promoting health, safety, and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts.

- The requested specific use is intended to alleviate parking at the SYSCO lot adjacent to the property
- Thus, the use does support the health, safety and welfare of the city.

UDC SECTION 21.5.4.D Criteria for Approval

5. Whether other factors are deemed relevant and important in the consideration of the request.

- All UDC requirements have been met for the proposed Specific Use Permit.
- The certified site plan of this property has met all site design requirements of Article 9. There is also an approved final plat pending county recordation.
- Schertz' Fire, EMS, and Police Departments have been notified of the Specific Use Permit and have not provided any specific concerns related to the request.



Recommendation

Staff Recommendation:

Due to the consistency with the Comprehensive Plan and Future Land Use Map, the support the use provides for an existing development, and considering the previously approved SUP request, staff recommends approval of Ordinance 26-S-006 with the following condition:

1. A building permit is approved within two years of the adoption of the SUP Ordinance.

Commission Recommendation:

The Planning and Zoning Commission held a public hearing for the item on February 4, 2026, and made a recommendation of approval with the conditions proposed by Staff to City Council with unanimous vote.

CITY COUNCIL MEMORANDUM

City Council Meeting: March 03, 2026
Department: Planning & Community Development
Subject: Ordinance 26-S-006 - Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 8 Section 21.8.4 - Home Occupations and Article 16- Definitions (B.James/L.Wood/W.Willingham)

BACKGROUND

Per Unified Development Code (UDC), Section 21.4.7, City Council may, from time to time, on its own motion, or at the request of the City Manager or his/her designee, change or modify the UDC in order to establish and maintain sound, stable, and desirable development. The proposed UDC amendments, which were initiated by the Planning Division Staff, are intended to update the requirements for establishing home occupations in the City of Schertz to comply with the regulatory policy established by Texas House Bill (HB) 2464 "No-Impact Home Based Business." HB 2464 was passed on June 12, 2025 by the State of Texas and was made effective immediately upon its passage. The bill establishes specific criteria for how a municipality in the State of Texas is allowed to regulate home-based businesses, largely preventing municipalities from restricting these kinds of businesses.

The proposed amendments include modifications to Article 8 Section 21.8.4- Home Occupations and Article 16- Definitions; to revise required conditions, eliminate allowed uses, and eliminate permit requirements. The proposed amendments have been reviewed by Schertz' legal team to ensure all changes are compliant with all applicable law. The City of Schertz Planning and Zoning Commission held a public hearing on February 4, 2026 for the proposed amendments. A public hearing notice was published in the San Antonio Express on Wednesday February 11, 2026. On the newspaper notice, the ordinance was noticed with an extra zero as Ordinance 26-S-0006.

Proposed Amendments

Staff is proposing modifications to the following UDC Article 8, Section 21.8.4 and Article 16, "Home Occupation" definition:

Article	UDC Section	Current UDC	Proposed Amendment
Article 8	Section 21.8.4; Specifically 21.8.4.A.1	<i>Protect residential areas from adverse impact of activities associated with home occupations.</i>	Adding the alternative names of Home Occupations as "No-Impact Home-Based Businesses" as described by the Texas Local Government Code (LGC).

Article 8	Section 21.8.4; Specifically 21.8.4.B	<i>Home Occupations—Required Conditions. Home occupations shall be permitted as an accessory use in all residential zoning districts provided that they comply with all restrictions herein.</i>	Removing language referencing "permitting" and including a reference to the Texas LGC.
Article 8	Section 21.8.4; Specifically 21.8.4.B.1	Revising the restriction to be compliant with the Texas LGC.	<i>A home occupation shall be incidental and secondary to the use of the premises for residential purposes</i>
Article 8	Section 21.8.4; Specifically 21.8.4.B.2 through 21.8.4.B.12	Eliminating all restrictions which are not compliant with the Texas LGC and revising them so they are compliant.	<ul style="list-style-type: none"> • <i>A home occupation shall be operated by the owner or tenant of the property.</i> • <i>Performance of the occupation activities shall not be visible from the street.</i> • <i>A home occupation shall not generate on-street parking or a substantial increase in traffic.</i> • <i>A home occupation shall not substantially increase noise in the area or violate the City of Schertz noise ordinance, regulations, or rules.</i> • <i>A home occupation operating a sexually oriented business or conducting the sales of alcohol or illegal substances shall be prohibited.</i> • <i>All home occupations shall comply with all federal, state, and municipal law related to all fire and, building code requirements, health and sanitation requirements, transportation and traffic requirements, solid and hazardous waste requirements, and pollution and noise control.</i> • <i>All home occupations shall be subject to inspection by city staff for compliance with the mandates of this section herein.</i>

Article 8	Section 21.8.4.C through Section 21.8.4.F	All restrictions established in these sections relating to allowable uses, prohibited uses, and permitting have been removed to become compliant with the Texas LGC.	Sections eliminated.
Article 16	"Home Occupation"	The definition of a home occupation was revised to comply with the Texas LGC.	<i>Home Occupation: Also known as a Home-Based Business which is located on a residential property, operated by the owner or tenant of the property and is for the purpose of manufacturing, providing, or selling a lawful good, or providing a lawful service. Home Occupations / Home-Based Businesses must comply with regulations as defined in Article 8 Section 21.8.4.</i>

GOAL

To amend Part III of the Schertz Code of Ordinance, Unified Development Code (UDC) Article 8 Section 21.8.4- Home Occupations and Article 16- Definitions.

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

When considering UDC amendments, staff considers the criteria listed in UDC Section 21.4.7.D. The criteria are listed below:

1. The proposed amendment promotes the health, safety, and general welfare of the City

The proposed amendment promotes the general welfare of the City by bringing UDC Section 21.8.4- Home Occupations into compliance with the regulations established by the Texas Local Government Code (LGC). On June 12, 2025, the 89th Legislature of the State of Texas passed and approved House Bill 2464. This bill is related to the authority of a municipality to regulate a home-based business. The bill prohibits municipalities from adopting and enforcing ordinances that prohibit "no-impact home-based businesses," and also prohibits the requirement of permits, approvals, or changes in zoning to establish these businesses. This bill was effective immediately, causing large sections of UDC Section 21.8.4- Home Occupation, to become noncompliant with the Texas LGC Section 229.902.

2. The proposed amendment is consistent with the goals, objectives, and policies of the UDC and the City

The purpose and intent of the UDC is to ensure the safe, orderly, and efficient development and expansion of the City. It is the City of Schertz' goal to remain compliant with the Texas LGC. The proposed revisions to UDC Article 21.8.4- Home Occupations are necessary to become compliant with the State of Texas by ensuring developmental policy adopted by the City is not prohibited per Texas LGC Section 229.902. Thus, the proposed amendment is consistent with the goals of the City.

3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law

The proposed revisions to UDC Article 21.8.4- Home Occupations are in response to the adoption of Texas House Bill 2464 which limits the municipal authority to regulate "no-impact home-based businesses." This bill was made effective immediately upon its adoption on June 12, 2025, causing large sections of UDC Section 21.8.4- Home Occupation, to become noncompliant with the Texas LGC.

4. Other factors which are deemed relevant and important in the consideration of the amendment

Staff has ensured all UDC requirements have been met for the proposed Unified Development Code Amendments.

Schertz Fire, EMS, and Police have reviewed the proposed amendments and have provided no objections.

The proposed amendments have been reviewed by legal with no objections provided.

The proposed amendments were heard by the Planning and Zoning Commission and no additional amendments were requested.

RECOMMENDATION

Staff Recommendation:

Staff recommends approval of Ordinance 26-S-006 to comply with changes to state law.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission held a public hearing for the item on February 4, 2026, and made a recommendation of approval to City Council with a unanimous vote.

Attachments

Ordinance 26-S-006 with attachments

UDC Section 21.8.4- Home Occupations- Proposed Amendments

UDC Section 21.8.4- Home Occupations- REDLINES

Texas HB 2464- No Impact Home Based Business

City Council Presentation Slides

ORDINANCE NO. 26-S-006

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING PART III SCHERTZ CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE (UDC), ARTICLE 8, SECTION 21.8.4-HOME OCCUPATIONS AND ARTICLE 16- DEFINITIONS.

WHEREAS, Pursuant to Ordinance 10-S-26, the City of Schertz (the “City”) adopted and Amended and Restated the Unified Development Code on April 16, 2010, as further amended (the “Current UDC”); and

WHEREAS, City Staff has reviewed the Current UDC and have recommended certain revisions and updates to, and reorganization of, the Current UDC; and

WHEREAS, on February 4, 2026, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council of approval with amendments; and

WHEREAS, on March 3, 2026, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the proposed amendments are appropriate and are in the best interest of the public safety, health, and welfare.

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

Section 1. The Current UDC is hereby amended as set forth on Exhibit A hereto.

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

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(city seal)

Exhibit "A"
Proposed Unified Development Code (UDC) Amendments

Exhibit "A" Proposed Unified Development Code (UDC) Amendments

Sec. 21.8.4. Home Occupations.

A. *Purpose and Intent.*

1. Home Occupations are also known as a Home-Based Business or a No-Impact Home-Based Business per Texas Local Government Code (LGC) Section 229.902.0
2. Protect residential areas from adverse impact of activities associated with home occupations.
3. Permit residents of the community a reasonable choice in the use of their homes as a place of livelihood and the production or supplementing of personal and family income.
4. Establish criteria and development standards for home occupations conducted in dwelling units.

B. *Home Occupations—Required Conditions.* Home occupations shall be allowed as an accessory use in all residential zoning districts provided they comply with the restrictions herein as defined and permitted by Texas LGC Section 229.902.

1. A home occupation shall be incidental and secondary to the use of the premises for residential purposes.
2. A home occupation shall be operated by the owner or tenant of the property.
3. Performance of home occupation activities shall not be visible from the street.
4. A home occupation shall not generate on-street parking or a substantial increase in traffic.
5. A home occupation shall not substantially increase noise in the area or violate the City of Schertz noise ordinance, regulations, or rules.
6. A home occupation operating a sexually oriented business or conducting the sales of alcohol or illegal substances shall be prohibited.
7. All home occupations shall comply with all federal, state, and municipal law related to all fire and, building code requirements, health and sanitation requirements, transportation and traffic requirements, solid and hazardous waste requirements, and pollution and noise control.
8. All home occupations shall be subject to inspection by city staff for compliance with the mandates of this section herein.

Exhibit "A" Proposed Unified Development Code (UDC) Amendments

Article 16: Definitions

Home Occupation: Also known as a Home-Based Business which is located on a residential property, operated by the owner or tenant of the property and is for the purpose of manufacturing, providing, or selling a lawful good, or providing a lawful service as a secondary use to the primary residential use of the property. Home Occupations / Home- Based Businesses must comply with regulations as defined in Article 8 Section 21.8.4.

Exhibit "A" Proposed Unified Development Code (UDC) Amendments

Sec. 21.8.4. Home Occupations.

A. *Purpose and Intent.*

1. Home Occupations are also known as a Home-Based Business or a No-Impact Home-Based Business per Texas Local Government Code (LGC) Section 229.902.0
2. Protect residential areas from adverse impact of activities associated with home occupations.
3. Permit residents of the community a reasonable choice in the use of their homes as a place of livelihood and the production or supplementing of personal and family income.
4. Establish criteria and development standards for home occupations conducted in dwelling units.

B. *Home Occupations—Required Conditions.* Home occupations shall be allowed as an accessory use in all residential zoning districts provided they comply with the restrictions herein as defined and permitted by Texas LGC Section 229.902.

1. A home occupation shall be incidental and secondary to the use of the premises for residential purposes.
2. A home occupation shall be operated by the owner or tenant of the property.
3. Performance of home occupation activities shall not be visible from the street.
4. A home occupation shall not generate on-street parking or a substantial increase in traffic.
5. A home occupation shall not substantially increase noise in the area or violate the City of Schertz noise ordinance, regulations, or rules.
6. A home occupation operating a sexually oriented business or conducting the sales of alcohol or illegal substances shall be prohibited.
7. All home occupations shall comply with all federal, state, and municipal law related to all fire and, building code requirements, health and sanitation requirements, transportation and traffic requirements, solid and hazardous waste requirements, and pollution and noise control.
8. All home occupations shall be subject to inspection by city staff for compliance with the mandates of this section herein.

Exhibit "A" Proposed Unified Development Code (UDC) Amendments

Article 16: Definitions

Home Occupation: Also known as a Home-Based Business which is located on a residential property, operated by the owner or tenant of the property and is for the purpose of manufacturing, providing, or selling a lawful good, or providing a lawful service as a secondary use to the primary residential use of the property. Home Occupations / Home- Based Businesses must comply with regulations as defined in Article 8 Section 21.8.4.

Section 21.8.4- Proposed Amendments- REDLINES

Article 8: Sec. 21.8.4. Home Occupations.

A. Purpose and Intent.

1. Home Occupations are also known as a Home-Based Business or a No-Impact Home-Based Business per Texas Local Government Code (LGC) Section 229.902.0
- ~~1.~~ 2. Protect residential areas from adverse impact of activities associated with home occupations.
- ~~2.~~ 3. Permit residents of the community a reasonable choice in the use of their homes as a place of livelihood and the production or supplementing of personal and family income.
- ~~3.~~ 4. Establish criteria and development standards for home occupations conducted in dwelling units.

B. Home Occupations—Required Conditions. Home occupations shall be ~~permitted~~ allowed as an accessory use in all residential zoning districts provided ~~that~~ they comply with ~~all the~~ restrictions herein ~~as defined and permitted by Texas LGC Section 229.902.~~

1. ~~Such use~~ A home occupation shall be incidental and secondary to the use of the premises for residential purposes. ~~and shall not utilize floor area exceeding 30 percent of the combined enclosed gross floor area of dwelling unit and any accessory building(s). In no case shall the combined enclosed floor area utilized for a home occupation exceed 600 square feet.~~
- ~~2. No interior or exterior business sign shall be permitted.~~
- ~~3. Retail sales shall be prohibited on the premises except for items that are produced entirely on the premises in conformance with this Code.~~
- ~~4. No more than one person other than the immediate family permanently residing on the premises shall be employed in the home occupation and at least one person permanently residing in the home must be involved in the business and shall obtain the Home Occupation Permit.~~
- ~~5. No more than one home occupation shall be permitted within any single dwelling unit.~~
- ~~6. The home occupation shall not result in the off-street or on-street parking of more than two (2) vehicles at any one (1) time not owned by members of the occupant family, and no more than one business-related commercial vehicle shall be present at one time.~~
- ~~7. A home occupation shall be carried on wholly within the principal building or accessory building.~~
2. A home occupation shall be operated by the owner or tenant of the property.
3. Performance of the occupation ~~activity~~ activities shall not be visible from the street.
4. A home occupation shall not generate on-street parking or a substantial increase in traffic.
5. A home occupation shall not substantially increase noise in the area or violate the City of Schertz noise ordinance, regulations, or rules.
6. A home occupation operating a sexually oriented business or conducting the sales of alcohol or illegal substances shall be prohibited.
7. All home occupations shall comply with all federal, state, and municipal law related to all fire and building code requirements, health and sanitation requirements, transportation and traffic requirements, solid and hazardous waste requirements, and pollution and noise control.
8. All home occupations shall be subject to inspection by city staff for compliance with the mandates of this section herein.
- ~~9. There shall be no exterior storage of materials, equipment, or display to be used in conjunction with a home occupation.~~

-
- ~~10.— A home occupation shall produce no offensive noise, vibration, smoke, electrical interferences, dust, odors, or heat detectable beyond the property limits or beyond the walls of the dwelling unit. The judgment of the City's Code Enforcement Officer pertaining to a violation under this section shall be considered decisive and final unless formally appealed to the Planning and Zoning Commission within thirty (30) days after the Code Enforcement Officer's written determination.~~
 - ~~11.— All home occupations are subject to periodic inspections by the City.~~
 - ~~12.— Said incidental use shall never be permitted as a principal use but only as an accessory use.~~
- C. ~~*Uses allowed as home occupations.* Subject to the provisions of this Section, home occupations may include the following uses:~~
- ~~1.— Office facility of an accountant, architect, landscape architect, attorney, engineer, consultant, insurance agent, mental health professional, realtor, broker, or similar profession.~~
 - ~~2.— Author, artist, artisan, or sculptor.~~
 - ~~3.— Dressmaker, seamstress or tailor.~~
 - ~~4.— Music or dance teacher, or similar types of instruction, provided that instruction shall be limited to no more than five pupils at a time.~~
 - ~~5.— Individual tutoring.~~
 - ~~6.— Office facility of a minister, rabbi, priest or other cleric.~~
 - ~~7.— Home crafts, such as rug weaving, model making, etc.~~
 - ~~8.— Office facility of a salesman, sales or manufacturer's representative, provided that no retail or wholesale transactions or provision of services are personally and physically made on the premises except for items that are produced entirely on the premises in conformance with this Code.~~
 - ~~9.— Repair shop for small electrical appliances, cameras, watches and clocks, and other small items, provided that the items can be carried by one person without using special equipment, and provided that the items are not equipped with an internal combustion engine.~~
 - ~~10.— Food preparation establishments such as cake making, decorating or catering, provided that there is no on-premises consumption by customers, and provided that all aspects of the business comply with all state and local health regulations.~~
 - ~~11.— Family homes, in compliance with applicable state laws, which are incorporated herein by reference, with no more than six children or adults.~~
 - ~~12.— Barber shop or beauty salon or health spa, provided that no more than one customer is served on the premises at any one time.~~
 - ~~13.— Swimming lessons and water safety instruction, provided that such instruction involves no more than two pupils at any one time.~~
 - ~~14.— Activity involving primarily a computer.~~
 - ~~15.— Contractor, provided that there shall be no outside storage of materials related to the operation of the business and any interior storage shall count toward the maximum area allowed in Subsection B.~~
 - ~~16.— Pet grooming, provided that no overnight kenneling activity is taking place.~~
- D. ~~*Uses prohibited as home occupations.* Home occupations shall not, in any event, be deemed to include the following uses:~~
- ~~1.— Animal hospitals or clinics, commercial stables having more than two horses per acre or kennels.~~

-
- ~~2. — Restaurants or on-premises food or beverage, including private clubs, consumption of any kind, except for limited food or meal consumption associated with the operation of a licensed registered family home or a bed and breakfast facility.~~
 - ~~3. — Automobile, boat or trailer paint or repair shop; small engine or motorcycle repair shop; welding shop; large household appliance repair shop; or other similar type of business.~~
 - ~~4. — On-premises retail or wholesale sales of any kind where multiple customers patronize the sales business on-site, except for items that are produced entirely on the premises in conformance with this Code, and except for occasional garage sales in conformance with Chapter 50, Article VII of the City of Schertz Code of Ordinances.~~
 - ~~5. — Commercial clothing laundering or cleaning.~~
 - ~~6. — Mortuaries or funeral homes.~~
 - ~~7. — Trailer, vehicle, tool or equipment rentals.~~
 - ~~8. — Repair shops for any items having internal combustion engines.~~
 - ~~9. — Any use that would be defined by the building code as an assembly, factory or industrial, hazardous, institutional or mercantile occupancy.~~
- ~~E. — *Home occupation uses not classified herein.* Any use that is not either expressly allowed nor expressly prohibited by this division is considered prohibited, unless and until such use is classified by amendment to this chapter by the city council, subsequent to an affirmative recommendation by the planning commission. Any person or persons who has been aggrieved by an interpretation from the City Manager or his/her designee of the permitted and prohibited Home Occupation uses, may appeal the decision in accordance with Section 21.4.14 and will have the Planning and Zoning Commission make the final determination.~~
- ~~F. — *Home Occupation Permit.*~~
- ~~1. — *Purpose.* To establish a method to allow the City to regulate and control nonresidential activities and maintain a record of the types and numbers of home occupations in the City.~~
 - ~~2. — *Permit Required.* Each resident within the City who has, or desires to establish an authorized home occupation, is required to have a home occupation permit.~~
 - ~~3. — *Application for Home Occupation Permit.*~~
 - ~~a. — Applicant shall apply to the City Manager or his/her designee for a home occupation permit.~~
 - ~~b. — The City Manager or his/her designee may issue the permit if the home occupation meets all the requirements established in Subsection B.~~
 - ~~c. — The decision of the City Manager or his/her designee may be appealed to the Planning and Zoning Commission in accordance with section 21.4.14.~~
 - ~~d. — The Planning and Zoning Commission will be the final judgment on appeals which must be submitted to the Planning and Zoning Commission within thirty (30) days after disapproval by the City Manager or his/her designee.~~
 - ~~e. — *Supporting Documents.*~~
 - ~~i. — *Signed statement.* One type of supporting evidence that may be submitted to the Planning and Zoning Commission for their consideration of an appeal is a signed statement by each property owner up to 200 feet of the property on which the home occupation is to occur, stating that the property owner has no objection to the existence of the proposed home occupation. An example of such a statement is as follows:

"I (name) the property owner at (address) have been advised by (name of home occupation applicant) of the request to the City for a Home Occupation Permit for the purpose of~~

conducting (type of home occupation) and I have no objection to the home occupation permit being granted for the purpose reflected in this statement.

Signature of neighboring property owner and date"

- ii. ~~Statement from property owner.~~ An applicant who is renting the property on which a home occupation permit is requested shall obtain a written statement from the owner of the property. The owner will state that he/she has no objection to the home occupation on the property.
- iii. ~~Persons with demonstrated physical handicaps.~~ Persons with physical handicaps may be permitted special consideration. The applicant may request a waiver of a portion or all of one or more of the requirements for a home occupation.
- iv. ~~Granting of exception.~~ It shall be the responsibility of the applicant to submit sufficient evidence to justify the granting of an exception to any of the requirements in Subsection B.
- f. ~~Conditions Applicable to Home Occupation Permits.~~
 - i. ~~Validation.~~ A home occupation permit expires every December 31.
 - ii. ~~Renewal.~~ Permits shall be renewed annually.
 - iii. ~~Inspection.~~ The City Manager or his/her designee is authorized to periodically enter the premises to ensure full compliance with these requirements.
 - iv. ~~Termination.~~ When a home occupation is found in noncompliance with the requirements outlined in Subsection B, the permit will be terminated immediately.
 - v. ~~Renewal of terminated permits.~~ The procedure for renewal of a terminated permit shall be the same as required for the issuance of a new permit under this section.

Article 16- Proposed Amendments- REDLINES

Article 16: Definitions

Home Occupation: ~~Any occupation or activity carried on by a member of the immediate family, residing on the premises, which there is no sign used relating to the business or no display that will indicate from the exterior that the building is being utilized in part for any purpose other than that of a dwelling, and there is no commodity sold upon the premises; no person is employed other than a member of the immediate family residing on the premises; and no mechanical equipment is used except of a type that is similar in character to that normally used for purely domestic or household purposes.~~ Also known as a Home-Based Business which is located on a residential property, operated by the owner or tenant of the property and is for the purpose of manufacturing, providing, or selling a lawful good, or providing a lawful service. Home Occupations / Home- Based Businesses must comply with regulations as defined in Article 8 Section 21.8.4.

AN ACT

relating to the authority of a municipality to regulate a home-based business.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter Z, Chapter 229, Local Government Code, is amended by adding Section 229.902 to read as follows:

Sec. 229.902. AUTHORITY TO REGULATE HOME-BASED BUSINESSES.

(a) In this section:

(1) "Business" has the meaning assigned by Section 1.002, Business Organizations Code.

(2) "Home-based business" means a business that is operated:

(A) from a residential property;

(B) by the owner or tenant of the property; and

(C) for the purpose of:

(i) manufacturing, providing, or selling a lawful good; or

(ii) providing a lawful service.

(3) "No-impact home-based business" means a home-based business that:

(A) has at any time on the property where the business is operated a total number of employees and clients or patrons of the business that does not exceed the municipal occupancy limit for the property;

(B) does not generate on-street parking or a substantial increase in traffic through the area;

(C) operates in a manner in which none of its activities are visible from a street; and

(D) does not substantially increase noise in the area or violate a municipal noise ordinance, regulation, or rule.

(b) The governing body of a municipality may not adopt or enforce an ordinance, regulation, or other measure that:

(1) prohibits the operation of a no-impact home-based business;

(2) requires a person that operates a no-impact home-based business or that owns the property where the business is operated to obtain a license, permit, or other approval to operate the business; or

(3) requires a person that operates a home-based business or that owns the property where the business is operated to:

(A) rezone the property for a non-residential use; or

(B) install a fire sprinkler protection system if the residence where the business is operated consists only of:

(i) a single-family detached residential structure; or

(ii) a multi-family residential structure with not more than two residential units.

(c) Subject to Subsection (b), the governing body of a municipality may:

(1) require that a home-based business be:

(A) in compliance with federal, state, and local law, including:

(i) a municipal fire and building code; and

(ii) a municipal regulation related to:

(a) health and sanitation;

control;

(b) transportation or traffic

(c) solid or hazardous waste; or

(d) pollution and noise control;

(B) compatible with the residential use of the property where the business is located; and

(C) secondary to the use of the property as a residential dwelling; and

(2) limit or prohibit the operation of a home-based business that:

(A) sells alcohol or illegal drugs;

(B) is a structured sober living home; or

(C) is a sexually oriented business as defined by

Section 243.002.

(d) This section does not prohibit:

(1) a person from enforcing a rule or deed restriction imposed by a homeowners' association or by other private agreement; or

(2) a municipality from adopting or enforcing an ordinance regulating the operation of a short-term rental unit.

SECTION 2. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2025.

President of the Senate

Speaker of the House

I certify that H.B. No. 2464 was passed by the House on May 14, 2025, by the following vote: Yeas 128, Nays 4, 4 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 2464 was passed by the Senate on May 25, 2025, by the following vote: Yeas 29, Nays 2.

Secretary of the Senate

APPROVED: _____
Date

Governor

Ord. 26-S-0006

Revisions to UDC Article 8, Home Occupations and Article 16, Definitions

William Willingham | Planner

Background

- On June 12, 2025, Texas House Bill (HB) 2464 was adopted
 - effective immediately
- Limits the municipal authority to regulate “No-Impact Home Based Businesses.”
- UDC Article 8 Section 21.8.4 – Home Occupations currently establishes “criteria and development standards for home occupations conducted within dwelling units.”
- Article 8 must be revised to comply with the Texas Local Government Code Section 229.902

Proposed Amendments

- Including the alternative name “No- Impact Home Based Businesses” as described by the Texas LGC
- Removing all language referencing permitting and including references to the Texas LGC
- Revising or eliminating restrictions to become compliant with the Texas LGC
- Revising the definition of “Home Occupation” to comply with the Texas LGC

LOCAL GOVERNMENT CODE

TITLE 7. REGULATION OF LAND USE, STRUCTURES, BUSINESSES, AND
RELATED ACTIVITIES

SUBTITLE A. MUNICIPAL REGULATORY AUTHORITY

CHAPTER 229. MISCELLANEOUS REGULATORY AUTHORITY OF MUNICIPALITIES

Background

Texas LGC 229.902:

(3) "No-impact home-based business"

means a home-based business that:

- (A) has at any time on the property where the business is operated a total number of employees and clients or patrons of the business that does not exceed the municipal occupancy limit for the property;
- (B) does not generate on-street parking or a substantial increase in traffic through the area;
- (C) operates in a manner in which none of its activities are visible from a street; and
- (D) does not substantially increase noise in the area or violate a municipal noise ordinance, regulation, or rule.

b) The governing body of a municipality may not adopt or enforce an ordinance, regulation, or other measure that:

- (1) prohibits the operation of a no-impact home-based business;
- (2) requires a person that operates a no-impact home-based business or that owns the property where the business is operated to obtain a license, permit, or other approval to operate the business; or
- (3) requires a person that operates a home-based business or that owns the property where the business is operated to:
 - (A) rezone the property for a non-residential use;

Proposed Amendment: Article 8 Section 21.8.4

Home Occupation

Proposed Amendment:

A. *Purpose and Intent.*

1. Home Occupations are also known as a Home-Based Business or a No-Impact Home-Based Business per Texas Local Government Code (LGC) Section 229.902.0
2. Protect residential areas from adverse impact of activities associated with home occupations.
3. Permit residents of the community a reasonable choice in the use of their homes as a place of livelihood and the production or supplementing of personal and family income.
4. Establish criteria and development standards for home occupations conducted in dwelling units.

The addition of a reference to “No-Impact Home-Based Business” per the Texas Local Government Code

Proposed Amendment: Article 8 Section 21.8.4

Home Occupation

Proposed Amendment:

Eliminated 10 criteria

Added or revised 8 total criteria

- B. *Home Occupations—Required Conditions.* Home occupations shall be ~~permitted~~allowed as an accessory use in all residential zoning districts provided ~~that they comply with all the~~ restrictions herein ~~as defined and permitted by Texas LGC Section 229.902.~~
- ~~Such use A home occupation shall be incidental and secondary to the use of the premises for residential purposes, and shall not utilize floor area exceeding 30 percent of the combined enclosed gross floor area of dwelling unit and any accessory building(s). In no case shall the combined enclosed floor area utilized for a home occupation exceed 600 square feet.~~
 - ~~No interior or exterior business sign shall be permitted.~~
 - ~~Retail sales shall be prohibited on the premises except for items that are produced entirely on the premises in conformance with this Code.~~
 - ~~No more than one person other than the immediate family permanently residing on the premises shall be employed in the home occupation and at least one person permanently residing in the home must be involved in the business and shall obtain the Home Occupation Permit.~~
 - ~~No more than one home occupation shall be permitted within any single dwelling unit.~~
 - ~~The home occupation shall not result in the off-street or on-street parking of more than two (2) vehicles at any one (1) time not owned by members of the occupant family, and no more than one business-related commercial vehicle shall be present at one time.~~
 - ~~A home occupation shall be carried on wholly within the principal building or accessory building.~~
 2. A home occupation shall be operated by the owner or tenant of the property.
 - Performance of the occupation ~~activity~~ activities shall not be visible from the street.
 - A home occupation shall not generate on-street parking or a substantial increase in traffic.
 - A home occupation shall not substantially increase noise in the area or violate the City of Schertz noise ordinance, regulations, or rules.
 - A home occupation operating a sexually oriented business or conducting the sales of alcohol or illegal substances shall be prohibited.
 - All home occupations shall comply with all federal, state, and municipal law related to all fire and building code requirements, health and sanitation requirements, transportation and traffic requirements, solid and hazardous waste requirements, and pollution and noise control.
 - All home occupations shall be subject to inspection by city staff for compliance with the mandates of this section herein.
 - ~~There shall be no exterior storage of materials, equipment, or display to be used in conjunction with a home occupation.~~
 - ~~A home occupation shall produce no offensive noise, vibration, smoke, electrical interferences, dust, odors, or heat detectable beyond the property limits or beyond the walls of the dwelling unit. The judgment of the City's Code Enforcement Officer pertaining to a violation under this section shall be considered decisive and final unless formally appealed to the Planning and Zoning Commission within thirty (30) days after the Code Enforcement Officer's written determination.~~
 - ~~All home occupations are subject to periodic inspections by the City.~~
 - ~~Said incidental use shall never be permitted as a principal use but only as an accessory use.~~

Proposed Amendment: Article 8 Section 21.8.4

Home Occupation

Proposed Amendment:
Elimination of Section 21.8.4.C
through 21.8.4.F to be compliant with
the Texas LGC Section 229.902

- C. ~~Uses allowed as home occupations. Subject to the provisions of this Section, home occupations may include the following uses:~~
- ~~1. Office facility of an accountant, architect, landscape architect, attorney, engineer, consultant, insurance agent, mental health professional, realtor, broker, or similar profession.~~
 - ~~2. Author, artist, artisan, or sculptor.~~
 - ~~3. Dressmaker, seamstress or tailor.~~
 - ~~4. Music or dance teacher, or similar types of instruction, provided that instruction shall be limited to no more than five pupils at a time.~~
 - ~~5. Individual tutoring.~~
 - ~~6. Office facility of a minister, rabbi, priest or other cleric.~~
 - ~~7. Home crafts, such as rug weaving, model making, etc.~~
 - ~~8. Office facility of a salesman, sales or manufacturer's representative, provided that no retail or wholesale transactions or provision of services are personally and physically made on the premises except for items that are produced entirely on the premises in conformance with this Code.~~
 - ~~9. Repair shop for small electrical appliances, cameras, watches and clocks, and other small items, provided that the items can be carried by one person without using special equipment, and provided that the items are not equipped with an internal combustion engine.~~
 - ~~10. Food preparation establishments such as cake making, decorating or catering, provided that there is no on-premises consumption by customers, and provided that all aspects of the business comply with all state and local health regulations.~~
 - ~~11. Family homes, in compliance with applicable state laws, which are incorporated herein by reference, with no more than six children or adults.~~
 - ~~12. Barber shop or beauty salon or health spa, provided that no more than one customer is served on the premises at any one time.~~
 - ~~13. Swimming lessons and water safety instruction, provided that such instruction involves no more than two pupils at any one time.~~
 - ~~14. Activity involving primarily a computer.~~
 - ~~15. Contractor, provided that there shall be no outside storage of materials related to the operation of the business and any interior storage shall count toward the maximum area allowed in Subsection B.~~
 - ~~16. Pet grooming, provided that no overnight kenneling activity is taking place.~~
- D. ~~Uses prohibited as home occupations. Home occupations shall not, in any event, be deemed to include the following uses:~~
- ~~1. Animal hospitals or clinics, commercial stables having more than two horses per acre or kennels.~~

Proposed Amendment: Article 16 Definitions – Home Occupation

Proposed Amendment:

Article 16: Definitions

Home Occupation: Also known as a Home-Based Business which is located on a residential property, operated by the owner or tenant of the property and is for the purpose of manufacturing, providing, or selling a lawful good, or providing a lawful service as a secondary use to the primary residential use of the property. Home Occupations / Home- Based Businesses must comply with regulations as defined in Article 8 Section 21.8.4.

Definition revised to comply with Texas LGC 229.902

UDC Section 21.4.7.D Criteria for Approval

1. The proposed amendment promotes the health, safety, and general welfare of the City;

- Texas HB 2464 prohibits municipalities from adopting and enforcing ordinances that prohibit "no-impact home-based businesses," and prohibits the requirement of permits.
- The proposed amendment brings the UDC into compliance with Texas LGC 229.902
- Therefore, the proposed amendment promotes the welfare of the city.

UDC Section 21.4.7.D Criteria for Approval

2. The proposed amendment is consistent with the goals, objectives and policies of the UDC and the City;

- The City of Schertz' Goal is to remain compliant with state law. The proposed amendment ensures compliance with Texas LGC 229.902.
- Thus, the proposed amendment is consistent with the goals of the City

UDC Section 21.4.7.D Criteria for Approval

3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law;

- Texas HB 2464 was passed on June 12, 2025, and made effective immediately. The proposed amendment is in response to the adopting of this bill, to comply with the changes in state law.

UDC Section 21.4.7.D Criteria for Approval

4. Other factors which are deemed relevant and important in the consideration of the amendment.

- Staff has ensured all UDC requirements have been met for the proposed Unified Development Code Amendments.
- Schertz Fire, EMS and Police have reviewed the proposed amendments and have provided no objections.
- The proposed amendments have been reviewed without objection by our legal team.
- No additional recommendations were requested by the Planning and Zoning Commission.

Recommendation

Staff Recommendation:

In order to bring the UDC in compliance with the policies established in Texas HB 2464, Staff recommends approval of Ord. 26-S-006.

Commission Recommendation

The Planning and Zoning Commission held a public hearing for Ord. 26-S-006 on February 4, 2026, and made a recommendation of approval to City Council with a unanimous vote.

CITY COUNCIL MEMORANDUM

City Council Meeting: March 03, 2026
Department: Planning & Community Development
Subject: Ordinance 26-S-008 - Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC) to Article 5, Section 21.5.7- Dimensional and Development Standards, and Article 16 Definitions (B.James/L.Wood/D.Marquez).

BACKGROUND

Per Unified Development Code (UDC) Section 21.4.7, City Council may, from time to time, on its own motion, or at the request of the City Manager or his/her designee, may change or modify the UDC in order to establish and maintain sound, stable, and desirable development. A workshop was held on impervious coverage at the September 17, 2024, City Council Meeting. This proposed UDC amendment is a result of the workshop and the City Council request to amend the pool impervious coverage requirements and exclude decorative pavers from the impervious coverage definition. The proposed UDC amendments include modifications to Article 5, Section 21.5.7- Dimensional and Developmental Standards, and Article 16 - Definitions.

A notice was published in the "San Antonio Express" on February 11, 2026. On the newspaper notice, the ordinance was noticed with an extra zero as Ordinance 26-S-0008. The Planning and Zoning Commission held a public hearing for the proposed Unified Development Code Amendments at the February 4, 2026, Planning and Zoning Commission Meeting. The Planning and Zoning Commission proposed amendments to the Staff proposed Article 16 amendments to the definition of Impervious Coverage. The Planning and Zoning Commission amendments to Article 16 include a restriction on the amount of the allowable impervious coverage that can be used for decorative pavers. Additionally, the Planning and Zoning Commission recommendation includes permitting the use of decorative pavers in residential zoning districts for driveways.

Proposed Amendments:

The amendments proposed by Staff, per Council's direction and the Planning and Zoning Commission's amendments are listed below.

Article	UDC Section	Current UDC	Proposed Amendments by Staff	Proposed Amendments per Planning and Zoning Commission Recommendation

<p>Article 5</p>	<p>Section 21.5.7.; specifically Table 21.5.7.A Dimensional Requirements Residential Zoning Districts key k.</p>	<p>k. Swimming pools count toward the maximum impervious cover limitations, unless the swimming pool is equipped with a water overflow device appropriate for such pool, and only if it drains into any pervious surface, in which case the water surface shall be excluded.</p>	<p>Modifying key k to clarify that pool water surface areas do not count toward the maximum impervious coverage limitations for residential zoning districts.</p>	<p>No changes to the Staff proposed amendments.</p>
<p>Article 16</p>	<p>Definitions</p>	<p>Impervious Coverage: Impervious cover means impermeable surfaces which prevent the infiltration of water into the underlying soil and bedrock (such as pavement, concrete or rooftops).</p>	<p>Modifying the definition of impervious coverage to include clarification on decorative pavers at the end.</p> <p>Impervious cover means impermeable surfaces which prevent the infiltration of water into the underlying soil and bedrock (such as pavement, concrete or rooftops), <i>not to include decorative pavers intended for residential landscaping purposes that are not used for vehicular travel.</i></p>	<p>Modifying the definition of impervious coverage to include decorative pavers, but with restrictions and to allow it for vehicular travel.</p> <ul style="list-style-type: none"> • Include a restriction on the amount of decorative pavers that can be used • Permit the use of decorative pavers for residential driving surfaces/ driveways <p>Impervious cover means impermeable surfaces which prevent the infiltration of water into the underlying soil and bedrock (such as pavement, concrete or rooftops), <i>not to include decorative pavers in residential zoning districts for a maximum of 25% of the allowable maximum impervious coverage percentage per UDC Section 21.5.7.A.</i></p>

GOAL

Per direction provided by City Council, amend Article 5, UDC Section 21.5.7-Dimensional and Development Standards, and Article 16- Definitions to modify impervious coverage limitations for pools in residential zoning and the definition of impervious coverage to exclude decorative pavers.

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

When considering UDC Amendments, staff considers the criteria listed in UDC Section 21.4.7.D. The criteria are listed below:

1. The proposed amendment promotes the health, safety, and general welfare of the City;

Per UDC Section 21.4.7.D- Unified Development Code Amendment, City Council, on its own motion, may request an amendment to the Unified Development Code to promote the health, safety, and general welfare of the City. As a result of the September 17, 2024, City Council workshop discussion and direction provided, the proposed amendments are meant to maintain sounds, stable, and desirable development.

2. The proposed amendment is consistent with the goals, objectives, and policies of this UDC and the City.

The Unified Development Code permits City Council to request UDC amendments. This amendment is a direct result of direction from Council.

3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law;

The proposed amendment does not correct an error and is not in response to state law. The proposed UDC amendments were written as a result of the September 17, 2025, City Council Meeting, Impervious Coverage Workshop, where amendments to pool surface impervious coverage calculations and the impervious coverage definition were requested to be amended.

4. Other factors which are deemed relevant and important in the consideration of the amendment.

A workshop was held on impervious coverage at the September 17, 2024, City Council meeting. This workshop can be viewed online on the City of Schertz YouTube page. There was a thorough discussion on impervious coverage requirements, why it is regulated for city storm water management, and how long it has worked since its implementation.

The proposed UDC Amendment was sent to the City of Schertz Fire, EMS, and Police Departments. No objection was provided to the proposed amendments. The proposed UDC Amendments were sent to legal for review and no objection was provided.

At the February 4, 2026, Planning and Zoning Commission meeting, the Planning and Zoning Commission proposed amendments to Staff's proposed Article 16 Unified Development Code amendments.

Staff Proposed Amendments to Article 16	Planning and Zoning Commission Proposed Amendments to Article 16
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<p>Impervious Coverage- Impervious Cover means impermeable surfaces which prevent the infiltration of water into the underlying soil and bedrock (such as pavement, concrete or rooftops), <i>not to include decorative pavers intended for residential landscaping purposes not to be used for vehicular travel.</i></p>	<p>Impervious Coverage- Impervious Cover means impermeable surfaces which prevent the infiltration of water into the underlying soil and bedrock (such as pavement, concrete or rooftops), <i>not to include decorative pavers in residential zoning districts for a maximum of 25% allowable maximum impervious coverage percentage per UDC Section 21.5.7.A.</i></p>
<ul style="list-style-type: none"> • Decorative pavers used for residential landscaping would not count toward maximum impervious coverage limitations. • Pavers cannot be used for vehicular travel. 	<ul style="list-style-type: none"> • Only 25% of the allowable impervious coverage can be used for residential decorative pavers. • Can be used for vehicular travel on residential driveways.

RECOMMENDATION

Staff Recommendation:

As per UDC Section 21.4.7, City Council may, on its own motion, request an amendment to the Unified Development Code. The proposed amendments are a result of the direction provided by Council from the September 17, 2024, City Council workshop, and staff has provided those amendments.

Staff recommends approval of Ordinance 26-S-008, as proposed by Staff, per City Council's direction.

Planning and Zoning Commission:

The Planning and Zoning Commission held a public hearing for the item on February 4, 2026, and made a recommendation of approval to City Council, with amendments to the Article 16 Definition of Impervious Coverage. The motion passed with a 5-1 vote, with Commissioner Outlaw voting Nay. Commissioner Outlaw voted nay due to the proposed Article 16 amendments proposed and included in their recommendation.

Attachments

- Ordinance 26-S-008 With Attachments
- Article 16- Proposed Amendments - Staff CLEAN
- Article 16- Proposed Amendments- Staff REDLINES
- Planning and Zoning Commission Proposed Amendments to Article 16
- Section 21.5.7- Dimensional and Developmental Standards Proposed Amendments
- Section 21.5.7- Dimensional and Developmental Standards Proposed Amendments- REDLINES
- City Council Presentation Slides

ORDINANCE 26-S-008

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING PART III SCHERTZ CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE (UDC), ARTICLE 5, SECTION 21.5.7 DIMENSIONAL AND DEVELOPMENT STANDARDS, AND ARTICLE 16 DEFINITIONS

WHEREAS, pursuant to Ordinance No. 10-S-06, the City of Schertz (the “City”) adopted and Amended and Restated the Unified Development Code on April 13, 2010, as further amended (the “Current UDC”); and

WHEREAS, City Staff has reviewed the Current UDC and have recommended certain revisions and updates to, and reorganization of, the Current UDC; and

WHEREAS, on February 4, 2025, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council of approval with amendments; and

WHEREAS, on March 3, 2025, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that proposed amendments are appropriate and are in the best interest of the public safety, health, and welfare.

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

Section 1. The Current UDC is hereby amended as set forth on Exhibit A hereto.

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

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

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

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

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

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

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

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

PASSED AND APPROVED this ____ day of _____ 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"
Proposed Unified Development Code (UDC) Amendments

Sec. 21.5.7. Dimensional and Developmental Standards.

- A. *General.* All projects or developments shall comply with all of the applicable dimensional and development standards of this Article. Additional requirements may also apply as required in other sections of this UDC. All area requirements and lot sizes shall be calculated based on gross acres.

**Table 21.5.7.A DIMENSIONAL REQUIREMENTS
RESIDENTIAL ZONING DISTRICTS**

		Minimum Lot Size And Dimensions			Minimum Yard Setback (Ft)				Miscellaneous Lot Requirements		
Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off- Street Parking Spaces	Max Height Ft.	Max Imperv Cover	Key
R-1	Single-Family Residential District-1	9,600	80	120	25	10	20	2	35	50%	h,j,k,l, m,o
R-2	Single-Family Residential District-2	8,400	70	120	25	10	20	2	35	50%	h,j,k,l, m,o
R-3	Two-Family Residential District	9,000	75	120	25	10	20	2	35	60%	h,j,k,l, m,o
R-4	Apartment/Multi-Family Residential District	43,560	400	100	25	10	20	2	50	75%	a,b,j,k, l,m
R-5	Middle Density District	10,890	-	-	25	10	10	2	35	80%	h,j,k,l, m,q
R-6	Single-Family Residential District-6	7,200	60	120	25	10	20	2	35	50%	h,k,l, m,n,o
R-7	Single-Family Residential District-7	6,600	60	110	25	10	20	2	35	50%	h,k,l, m,n,o
R-A	Single-Family- Residential/Agriculture	21,780	-	-	25	25	25	2	35	50%	h,k,l, m,n
GH	Garden Home Residential District	5,000	50	100	10	10	10	2	35	75%	c,d,e,f, g,k,l,m
TH	Townhome District	2,500	25	100	25	10	20	2	35	75%	h,j,k,l, m
MHS	Manufactured Home Subdivision District	6,600	60	110	25	10	20	2	35	50%	j,k,l, m,o

MHP	Manufactured Home Park District	43,560	-	-	25	12.5	25	-	35	50%	j,k,l,m
AD	Agricultural District	217,800	100	100	25	25	25	2	35	30%	h,k,o
MSMU	Main Street Mixed Use	5,000	50	100	10	5	10	2	35	80%	h,j,k,m, n,p
MSMU-ND	Main Street Mixed Use- New Development	5,000	50	100	10	5	10	2	35	80%	j,k,m,p

Key:

a.	Maximum density shall not exceed 35 units per acre.
b.	2 parking spaces per unit plus 5%.
c.	Zero lot line Garden Homes.
d.	20-foot paved alley for ingress/egress to all rear garages.
e.	5-foot shall be designated maintenance easement.
f.	Corner lot shall have 10-foot side yard setback from street right-of-way.
g.	25-foot set back to property line adjoining public street.
h.	Corner lot shall have minimum 15-foot side yard setback from street right-of-way. For properties on Main Street, the City Engineer may authorize a reduction to no less than 10' if there are no sight distance issues.
i.	Minimum lot area for each unit.
j.	Site Plan approval required.
k.	Swimming pool water surface areas do not count toward the maximum impervious cover limitations.
l.	No variances may be permitted to exceed the maximum impervious cover limitations
m.	Refer to Article 14, section 21.14.3 for additional design requirements
n.	All single family residential dwelling units constructed within this district shall be constructed with an enclosed garage.
o.	Side yard setback of 7.5 ft. for R-1, R-2, R-3, R-6, R-7, and MHS continues in effect for all subdivisions vested on the date of adoption of Ordinance No. 11-S-15.
p.	Not subject to the requirements in section 21.10.4
q.	Refer to section 21.5.7.B.8

Table 21.5.7.B DIMENSIONAL REQUIREMENTS NON-RESIDENTIAL ZONING DISTRICTS (d)												
		Minimum Lot Size And Dimensions			Minimum Yard Setback (Ft)					Miscellaneous Lot Requirements		
Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Rear Adj Non- Res Zone	Rear Adj. Res Zone	Side Adj Non- Res Zone	Side Adj Res Zone	Max Ht. Ft.	Max Imperv Cover	Key
OP	Office/Professional	6,000	60	100	25	0	25	0	25	35	70%	a, b, c, d
NS	Neighborhood Services	10,000	100	100	25a	0	25	0	25	35	80%	a, b, c, d
GB	General Business	10,000	100	100	25	0	25	0	25	120	80%	a, b, c, d
GB-2	General Business-2	10,000	100	100	25	0	25	0	25	120	80%	a, b, c, d
M-1	Light Manufacturing	10,000	100	100	25	0	50c	0	25b	120	80%	a, b, c, d
M-2	Heavy Manufacturing	10,000	100	100	25	0	50c	0	25b	120	80%	a, b, c, d
PUB	Public Use District	10,000	100	100	25	0	15	0	25	35	70%	a, c, d
Key:												
a.	See Article 10 for parking requirements.											
b.	Uses may require a Specific Use Permit. The City of Schertz will follow the guidelines outlined in the Air Installation Compatible Use Zone (AICUZ) study for Randolph Air Force Base.											
c.	No variances may be permitted to exceed the maximum impervious cover limitations.											
d.	Refer to Article 14, Sec. 21.14.3 for additional design requirements.											

B. *Additional Dimensional and Development Standards.*

1. All lots developed for residential purposes shall comply with the lot area, minimum setbacks and height requirements established in table 21.5.7A for the zoning district(s) in which the lot(s) is/are located. All lots developed for allowed non-residential purposes, within residential zoning districts, shall comply with lot, area and height requirements established in table 21.5.7A for the zoning district(s) in which the lot(s) is/are located.
2. All lots developed for non-residential purposes shall comply with lot, area, minimum setbacks, and maximum height requirements established for the zoning district(s) in which the lot(s) is located, as established in table 21.5.7B.
3. All lots shall have at least the minimum area, width and depth as indicated in the tables 21.5.7A and 21.5.7B in this section.
4. Platted subdivisions established by a duly approved plat filed prior to adoption of this UDC shall be exempt from meeting any new lot width, depth, and/or square footage requirements.
5. No lot existing at the time of passage of this UDC shall be reduced in size below the minimum area requirements set forth in tables 21.5.7A and 21.5.7B.
6. Minimum lot size requirements shall not apply to previously platted lots that are annexed into the City, but shall apply in the event of a vacation and replat of such property. All other requirements of this UDC shall nevertheless apply.
7. No portion of any building on a residential lot may be located on any lot closer to any lot line or to the street right-of-way line than is authorized in table 21.5.7A set forth in this section unless otherwise listed below:
 - a. Where the frontage on one (1) side of a street is divided by two (2) or more zoning districts, the front yard setback shall comply with the requirements of most restrictive district for the entire frontage between the nearest intersecting streets.
 - b. Where the building setback line has been established by plat and exceeds the requirements of this UDC, the more restrictive setback line shall apply.
 - c. The front yard setback shall be measured from the property line to the front face of the building, covered porch, covered terrace, or attached accessory building. Eaves and roof extensions may project into the required front yard, not to exceed two (2) feet.
 - d. *Side Yards:* Every part of a required side yard shall be open and unobstructed except for accessory buildings as permitted herein and the ordinary projections of window sills, belt courses, cornices and other architectural features projecting not to exceed twelve (12) inches into the required side yard, and roof eaves projecting not to exceed twenty-four (24) inches into the required side yard.
 - e. *Rear Yards:* Every part of a required rear yard shall be open and unobstructed, except for accessory buildings, uses and structures as permitted and the ordinary projections of window sills, belt courses, cornices and roof overhangs and other architectural features projecting not to exceed twenty-four (24) inches into the required rear yard.
 - f. Where lots have double frontage, running from one street to another, a required front yard setback shall be provided on both streets.
 - g. *Mixed Use Building:* In a building serving dwelling and other uses, in any district, the height and area regulations applicable to non-residential buildings shall apply.

-
- h. There shall not be more than one (1) residential dwelling on a platted lot of a duly recorded plat of a single-family residential use.
8. Middle Density District (R-5) developments may have unique designs and dimensions. Due to this, the following additional standards apply. These standards pertain to the side building separation space with the intent for fire safety:
- a. When HVAC units are not within the building separation space the minimum separation is ten (10) feet.
 - b. When HVAC units are within the building separation space, or either structure is above one story, the minimum separation is fifteen (15) feet.
 - c. HVAC units shall be on opposite sides of buildings.
 - d. These additional standards are not required if fire suppression systems are installed within the buildings.

(Ord. No. 13-S-22, § 3, 7-16-2013; Ord. No. 14-S-47, § 3, 11-18-2014; Ord. No. 21-S-26, § 1(Exh. A), 7-6-2021; Ord. No. 24-S-01, § 1(Exh. A), 2-20-2024; Ord. No. 24-S-15, § 1(Exh. A), 4-16-2024; Ord. No. 24-S-156, Exh. A, 10-15-2024)

Exhibit "A" Proposed Unified Development Code (UDC) Amendments

- SCHERTZ UNIFIED DEVELOPMENT CODE ARTICLE 16. DEFINITIONS

ARTICLE 16. DEFINITIONS

Impervious Coverage: Impervious cover means impermeable surfaces which prevent the infiltration of water into the underlying soil and bedrock (such as pavement, concrete or rooftops), not to include decorative pavers intended for residential landscaping purposes that are not used for vehicular travel.

Article 16- Definitions STAFF - Proposed Amendments

- SCHERTZ UNIFIED DEVELOPMENT CODE
ARTICLE 16. DEFINITIONS

ARTICLE 16. DEFINITIONS

Impervious Coverage: Impervious cover means impermeable surfaces which prevent the infiltration of water into the underlying soil and bedrock (such as pavement, concrete or rooftops), not to include decorative pavers intended for residential landscaping purposes that are not used for vehicular travel.

Article 16 - Definitions- STAFF REDLINES

- SCHERTZ UNIFIED DEVELOPMENT CODE
ARTICLE 16. DEFINITIONS

ARTICLE 16. DEFINITIONS

Impervious Coverage: Impervious cover means impermeable surfaces which prevent the infiltration of water into the underlying soil and bedrock (such as pavement, concrete or rooftops), **not to include decorative pavers intended for residential landscaping purposes that are not used for vehicular travel.**

Planning and Zoning Commission Proposed Amendments To Article 16

ARTICLE 16. DEFINITIONS

Impervious Coverage: Impervious cover means impermeable surfaces which prevent the infiltration of water into the underlying soil and bedrock (such as pavement, concrete or rooftops), not to include decorative pavers in residential zoning districts for a maximum of 25% of the allowable maximum impervious coverage percentage per UDC Section 21.5.7.A.

ARTICLE 16. DEFINITIONS

Impervious Coverage: Impervious cover means impermeable surfaces which prevent the infiltration of water into the underlying soil and bedrock (such as pavement, concrete or rooftops), **not to include decorative pavers in residential zoning districts for a maximum of 25% of the allowable maximum impervious coverage percentage per UDC Section 21.5.7.A.**

Sec. 21.5.7. Dimensional and Developmental Standards.

- A. *General.* All projects or developments shall comply with all of the applicable dimensional and development standards of this Article. Additional requirements may also apply as required in other sections of this UDC. All area requirements and lot sizes shall be calculated based on gross acres.

**Table 21.5.7.A DIMENSIONAL REQUIREMENTS
RESIDENTIAL ZONING DISTRICTS**

		Minimum Lot Size And Dimensions			Minimum Yard Setback (Ft)				Miscellaneous Lot Requirements		
Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off- Street Parking Spaces	Max Height Ft.	Max Imperv Cover	Key
R-1	Single-Family Residential District-1	9,600	80	120	25	10	20	2	35	50%	h,j,k,l, m,o
R-2	Single-Family Residential District-2	8,400	70	120	25	10	20	2	35	50%	h,j,k,l, m,o
R-3	Two-Family Residential District	9,000	75	120	25	10	20	2	35	60%	h,j,k,l, m,o
R-4	Apartment/Multi-Family Residential District	43,560	400	100	25	10	20	2	50	75%	a,b,j,k, l,m
R-5	Middle Density District	10,890	-	-	25	10	10	2	35	80%	h,j,k,l, m,q
R-6	Single-Family Residential District-6	7,200	60	120	25	10	20	2	35	50%	h,k,l, m,n,o
R-7	Single-Family Residential District-7	6,600	60	110	25	10	20	2	35	50%	h,k,l, m,n,o
R-A	Single-Family- Residential/Agriculture	21,780	-	-	25	25	25	2	35	50%	h,k,l, m,n
GH	Garden Home Residential District	5,000	50	100	10	10	10	2	35	75%	c,d,e,f, g,k,l,m
TH	Townhome District	2,500	25	100	25	10	20	2	35	75%	h,j,k,l, m
MHS	Manufactured Home Subdivision District	6,600	60	110	25	10	20	2	35	50%	j,k,l, m,o

MHP	Manufactured Home Park District	43,560	-	-	25	12.5	25	-	35	50%	j,k,l,m
AD	Agricultural District	217,800	100	100	25	25	25	2	35	30%	h,k,o
MSMU	Main Street Mixed Use	5,000	50	100	10	5	10	2	35	80%	h,j,k,m, n,p
MSMU-ND	Main Street Mixed Use- New Development	5,000	50	100	10	5	10	2	35	80%	j,k,m,p

Key:

a.	Maximum density shall not exceed 35 units per acre.
b.	2 parking spaces per unit plus 5%.
c.	Zero lot line Garden Homes.
d.	20-foot paved alley for ingress/egress to all rear garages.
e.	5-foot shall be designated maintenance easement.
f.	Corner lot shall have 10-foot side yard setback from street right-of-way.
g.	25-foot set back to property line adjoining public street.
h.	Corner lot shall have minimum 15-foot side yard setback from street right-of-way. For properties on Main Street, the City Engineer may authorize a reduction to no less than 10' if there are no sight distance issues.
i.	Minimum lot area for each unit.
j.	Site Plan approval required.
k.	Swimming pool water surface areas do not count toward the maximum impervious cover limitations.
l.	No variances may be permitted to exceed the maximum impervious cover limitations
m.	Refer to Article 14, section 21.14.3 for additional design requirements
n.	All single family residential dwelling units constructed within this district shall be constructed with an enclosed garage.
o.	Side yard setback of 7.5 ft. for R-1, R-2, R-3, R-6, R-7, and MHS continues in effect for all subdivisions vested on the date of adoption of Ordinance No. 11-S-15.
p.	Not subject to the requirements in section 21.10.4
q.	Refer to section 21.5.7.B.8

Table 21.5.7.B DIMENSIONAL REQUIREMENTS NON-RESIDENTIAL ZONING DISTRICTS (d)												
		Minimum Lot Size And Dimensions			Minimum Yard Setback (Ft)					Miscellaneous Lot Requirements		
Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Rear Adj Non- Res Zone	Rear Adj. Res Zone	Side Adj Non- Res Zone	Side Adj Res Zone	Max Ht. Ft.	Max Imperv Cover	Key
OP	Office/Professional	6,000	60	100	25	0	25	0	25	35	70%	a, b, c, d
NS	Neighborhood Services	10,000	100	100	25a	0	25	0	25	35	80%	a, b, c, d
GB	General Business	10,000	100	100	25	0	25	0	25	120	80%	a, b, c, d
GB-2	General Business-2	10,000	100	100	25	0	25	0	25	120	80%	a, b, c, d
M-1	Light Manufacturing	10,000	100	100	25	0	50c	0	25b	120	80%	a, b, c, d
M-2	Heavy Manufacturing	10,000	100	100	25	0	50c	0	25b	120	80%	a, b, c, d
PUB	Public Use District	10,000	100	100	25	0	15	0	25	35	70%	a, c, d
Key:												
a.	See Article 10 for parking requirements.											
b.	Uses may require a Specific Use Permit. The City of Schertz will follow the guidelines outlined in the Air Installation Compatible Use Zone (AICUZ) study for Randolph Air Force Base.											
c.	No variances may be permitted to exceed the maximum impervious cover limitations.											
d.	Refer to Article 14, Sec. 21.14.3 for additional design requirements.											

B. *Additional Dimensional and Development Standards.*

1. All lots developed for residential purposes shall comply with the lot area, minimum setbacks and height requirements established in table 21.5.7A for the zoning district(s) in which the lot(s) is/are located. All lots developed for allowed non-residential purposes, within residential zoning districts, shall comply with lot, area and height requirements established in table 21.5.7A for the zoning district(s) in which the lot(s) is/are located.
2. All lots developed for non-residential purposes shall comply with lot, area, minimum setbacks, and maximum height requirements established for the zoning district(s) in which the lot(s) is located, as established in table 21.5.7B.
3. All lots shall have at least the minimum area, width and depth as indicated in the tables 21.5.7A and 21.5.7B in this section.
4. Platted subdivisions established by a duly approved plat filed prior to adoption of this UDC shall be exempt from meeting any new lot width, depth, and/or square footage requirements.
5. No lot existing at the time of passage of this UDC shall be reduced in size below the minimum area requirements set forth in tables 21.5.7A and 21.5.7B.
6. Minimum lot size requirements shall not apply to previously platted lots that are annexed into the City, but shall apply in the event of a vacation and replat of such property. All other requirements of this UDC shall nevertheless apply.
7. No portion of any building on a residential lot may be located on any lot closer to any lot line or to the street right-of-way line than is authorized in table 21.5.7A set forth in this section unless otherwise listed below:
 - a. Where the frontage on one (1) side of a street is divided by two (2) or more zoning districts, the front yard setback shall comply with the requirements of most restrictive district for the entire frontage between the nearest intersecting streets.
 - b. Where the building setback line has been established by plat and exceeds the requirements of this UDC, the more restrictive setback line shall apply.
 - c. The front yard setback shall be measured from the property line to the front face of the building, covered porch, covered terrace, or attached accessory building. Eaves and roof extensions may project into the required front yard, not to exceed two (2) feet.
 - d. *Side Yards:* Every part of a required side yard shall be open and unobstructed except for accessory buildings as permitted herein and the ordinary projections of window sills, belt courses, cornices and other architectural features projecting not to exceed twelve (12) inches into the required side yard, and roof eaves projecting not to exceed twenty-four (24) inches into the required side yard.
 - e. *Rear Yards:* Every part of a required rear yard shall be open and unobstructed, except for accessory buildings, uses and structures as permitted and the ordinary projections of window sills, belt courses, cornices and roof overhangs and other architectural features projecting not to exceed twenty-four (24) inches into the required rear yard.
 - f. Where lots have double frontage, running from one street to another, a required front yard setback shall be provided on both streets.
 - g. *Mixed Use Building:* In a building serving dwelling and other uses, in any district, the height and area regulations applicable to non-residential buildings shall apply.

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- h. There shall not be more than one (1) residential dwelling on a platted lot of a duly recorded plat of a single-family residential use.
8. Middle Density District (R-5) developments may have unique designs and dimensions. Due to this, the following additional standards apply. These standards pertain to the side building separation space with the intent for fire safety:
- a. When HVAC units are not within the building separation space the minimum separation is ten (10) feet.
 - b. When HVAC units are within the building separation space, or either structure is above one story, the minimum separation is fifteen (15) feet.
 - c. HVAC units shall be on opposite sides of buildings.
 - d. These additional standards are not required if fire suppression systems are installed within the buildings.

(Ord. No. 13-S-22, § 3, 7-16-2013; Ord. No. 14-S-47, § 3, 11-18-2014; Ord. No. 21-S-26, § 1(Exh. A), 7-6-2021; Ord. No. 24-S-01, § 1(Exh. A), 2-20-2024; Ord. No. 24-S-15, § 1(Exh. A), 4-16-2024; Ord. No. 24-S-156, Exh. A, 10-15-2024)

Sec. 21.5.7. Dimensional and Developmental Standards.

- A. *General.* All projects or developments shall comply with all of the applicable dimensional and development standards of this Article. Additional requirements may also apply as required in other sections of this UDC. All area requirements and lot sizes shall be calculated based on gross acres.

**Table 21.5.7.A DIMENSIONAL REQUIREMENTS
RESIDENTIAL ZONING DISTRICTS**

		Minimum Lot Size And Dimensions			Minimum Yard Setback (Ft)				Miscellaneous Lot Requirements		
Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off- Street Parking Spaces	Max Height Ft.	Max Imperv Cover	Key
R-1	Single-Family Residential District-1	9,600	80	120	25	10	20	2	35	50%	h,j,k,l, m,o
R-2	Single-Family Residential District-2	8,400	70	120	25	10	20	2	35	50%	h,j,k,l, m,o
R-3	Two-Family Residential District	9,000	75	120	25	10	20	2	35	60%	h,j,k,l, m,o
R-4	Apartment/Multi-Family Residential District	43,560	400	100	25	10	20	2	50	75%	a,b,j,k, l,m
R-5	Middle Density District	10,890	-	-	25	10	10	2	35	80%	h,j,k,l, m,q
R-6	Single-Family Residential District-6	7,200	60	120	25	10	20	2	35	50%	h,k,l, m,n,o
R-7	Single-Family Residential District-7	6,600	60	110	25	10	20	2	35	50%	h,k,l, m,n,o
R-A	Single-Family- Residential/Agriculture	21,780	-	-	25	25	25	2	35	50%	h,k,l, m,n
GH	Garden Home Residential District	5,000	50	100	10	10	10	2	35	75%	c,d,e,f, g,k,l,m
TH	Townhome District	2,500	25	100	25	10	20	2	35	75%	h,j,k,l, m
MHS	Manufactured Home Subdivision District	6,600	60	110	25	10	20	2	35	50%	j,k,l, m,o

MHP	Manufactured Home Park District	43,560	-	-	25	12.5	25	-	35	50%	j,k,l,m
AD	Agricultural District	217,800	100	100	25	25	25	2	35	30%	h,k,o
MSMU	Main Street Mixed Use	5,000	50	100	10	5	10	2	35	80%	h,j,k,m, n,p
MSMU-ND	Main Street Mixed Use- New Development	5,000	50	100	10	5	10	2	35	80%	j,k,m,p
Key:											
a.	Maximum density shall not exceed 35 units per acre.										
b.	2 parking spaces per unit plus 5%.										
c.	Zero lot line Garden Homes.										
d.	20-foot paved alley for ingress/egress to all rear garages.										
e.	5-foot shall be designated maintenance easement.										
f.	Corner lot shall have 10-foot side yard setback from street right-of-way.										
g.	25-foot set back to property line adjoining public street.										
h.	Corner lot shall have minimum 15-foot side yard setback from street right-of-way. For properties on Main Street, the City Engineer may authorize a reduction to no less than 10' if there are no sight distance issues.										
i.	Minimum lot area for each unit.										
j.	Site Plan approval required.										
k.	Swimming pools water surface areas do not count toward the maximum impervious cover limitations, unless the swimming pool is equipped with a water overflow device appropriate for such pool, and only if it drains into any pervious surface, in which case the water surface shall be excluded.										
l.	No variances may be permitted to exceed the maximum impervious cover limitations										
m.	Refer to Article 14, section 21.14.3 for additional design requirements										
n.	All single family residential dwelling units constructed within this district shall be constructed with an enclosed garage.										
o.	Side yard setback of 7.5 ft. for R-1, R-2, R-3, R-6, R-7, and MHS continues in effect for all subdivisions vested on the date of adoption of Ordinance No. 11-S-15.										
p.	Not subject to the requirements in section 21.10.4										
q.	Refer to section 21.5.7.B.8										

Table 21.5.7.B DIMENSIONAL REQUIREMENTS NON-RESIDENTIAL ZONING DISTRICTS (d)												
		Minimum Lot Size And Dimensions			Minimum Yard Setback (Ft)					Miscellaneous Lot Requirements		
Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Rear Adj Non- Res Zone	Rear Adj. Res Zone	Side Adj Non- Res Zone	Side Adj Res Zone	Max Ht. Ft.	Max Imperv Cover	Key
OP	Office/Professional	6,000	60	100	25	0	25	0	25	35	70%	a, b, c, d
NS	Neighborhood Services	10,000	100	100	25a	0	25	0	25	35	80%	a, b, c, d
GB	General Business	10,000	100	100	25	0	25	0	25	120	80%	a, b, c, d
GB-2	General Business-2	10,000	100	100	25	0	25	0	25	120	80%	a, b, c, d
M-1	Light Manufacturing	10,000	100	100	25	0	50c	0	25b	120	80%	a, b, c, d
M-2	Heavy Manufacturing	10,000	100	100	25	0	50c	0	25b	120	80%	a, b, c, d
PUB	Public Use District	10,000	100	100	25	0	15	0	25	35	70%	a, c, d
Key:												
a.	See Article 10 for parking requirements.											
b.	Uses may require a Specific Use Permit. The City of Schertz will follow the guidelines outlined in the Air Installation Compatible Use Zone (AICUZ) study for Randolph Air Force Base.											
c.	No variances may be permitted to exceed the maximum impervious cover limitations.											
d.	Refer to Article 14, Sec. 21.14.3 for additional design requirements.											

B. *Additional Dimensional and Development Standards.*

1. All lots developed for residential purposes shall comply with the lot area, minimum setbacks and height requirements established in table 21.5.7A for the zoning district(s) in which the lot(s) is/are located. All lots developed for allowed non-residential purposes, within residential zoning districts, shall comply with lot, area and height requirements established in table 21.5.7A for the zoning district(s) in which the lot(s) is/are located.
2. All lots developed for non-residential purposes shall comply with lot, area, minimum setbacks, and maximum height requirements established for the zoning district(s) in which the lot(s) is located, as established in table 21.5.7B.
3. All lots shall have at least the minimum area, width and depth as indicated in the tables 21.5.7A and 21.5.7B in this section.
4. Platted subdivisions established by a duly approved plat filed prior to adoption of this UDC shall be exempt from meeting any new lot width, depth, and/or square footage requirements.
5. No lot existing at the time of passage of this UDC shall be reduced in size below the minimum area requirements set forth in tables 21.5.7A and 21.5.7B.
6. Minimum lot size requirements shall not apply to previously platted lots that are annexed into the City, but shall apply in the event of a vacation and replat of such property. All other requirements of this UDC shall nevertheless apply.
7. No portion of any building on a residential lot may be located on any lot closer to any lot line or to the street right-of-way line than is authorized in table 21.5.7A set forth in this section unless otherwise listed below:
 - a. Where the frontage on one (1) side of a street is divided by two (2) or more zoning districts, the front yard setback shall comply with the requirements of most restrictive district for the entire frontage between the nearest intersecting streets.
 - b. Where the building setback line has been established by plat and exceeds the requirements of this UDC, the more restrictive setback line shall apply.
 - c. The front yard setback shall be measured from the property line to the front face of the building, covered porch, covered terrace, or attached accessory building. Eaves and roof extensions may project into the required front yard, not to exceed two (2) feet.
 - d. *Side Yards:* Every part of a required side yard shall be open and unobstructed except for accessory buildings as permitted herein and the ordinary projections of window sills, belt courses, cornices and other architectural features projecting not to exceed twelve (12) inches into the required side yard, and roof eaves projecting not to exceed twenty-four (24) inches into the required side yard.
 - e. *Rear Yards:* Every part of a required rear yard shall be open and unobstructed, except for accessory buildings, uses and structures as permitted and the ordinary projections of window sills, belt courses, cornices and roof overhangs and other architectural features projecting not to exceed twenty-four (24) inches into the required rear yard.
 - f. Where lots have double frontage, running from one street to another, a required front yard setback shall be provided on both streets.
 - g. *Mixed Use Building:* In a building serving dwelling and other uses, in any district, the height and area regulations applicable to non-residential buildings shall apply.

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- h. There shall not be more than one (1) residential dwelling on a platted lot of a duly recorded plat of a single-family residential use.
8. Middle Density District (R-5) developments may have unique designs and dimensions. Due to this, the following additional standards apply. These standards pertain to the side building separation space with the intent for fire safety:
- a. When HVAC units are not within the building separation space the minimum separation is ten (10) feet.
 - b. When HVAC units are within the building separation space, or either structure is above one story, the minimum separation is fifteen (15) feet.
 - c. HVAC units shall be on opposite sides of buildings.
 - d. These additional standards are not required if fire suppression systems are installed within the buildings.

(Ord. No. 13-S-22, § 3, 7-16-2013; Ord. No. 14-S-47, § 3, 11-18-2014; Ord. No. 21-S-26, § 1(Exh. A), 7-6-2021; Ord. No. 24-S-01, § 1(Exh. A), 2-20-2024; Ord. No. 24-S-15, § 1(Exh. A), 4-16-2024; Ord. No. 24-S-156, Exh. A, 10-15-2024)

Ord. 26-S-008

Article 5 Section 21.5.7- Dimensional and Development Standards
and Article 16- Definitions

Daisy Marquez | Senior Planner

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

Background

- UDC Section 21.4.7: City Council, or at the request of the City Manager or his/her designee, may change or modify the UDC to establish and maintain sound, stable and desirable development.
- September 17, 2024 City Council Meeting Impervious Coverage Workshop
 - Request by City Council to amend pool impervious coverage requirements and exclude decorative pavers from the impervious coverage definition
- The Planning and Zoning Commission held a public hearing on February 4, 2026 to make a recommendation on the proposed UDC Amendments.
 - The Planning and Zoning Commission requested amendments to the proposed UDC Amendments.

UDC Section 21.5.7

Table 21.5.7.A DIMENSIONAL REQUIREMENTS
RESIDENTIAL ZONING DISTRICTS

Code	Zoning District	Minimum Lot Size And Dimensions			Minimum Yard Setback (Ft)				Miscellaneous Lot Requirements		Key
		Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off-Street Parking Spaces	Max Height Ft.	Max Imperv Cover	
R-1	Single-Family Residential District-1	9,600	80	120	25	10	20	2	35	50%	h,j,k,l, m,o
R-2	Single-Family Residential District-2	8,400	70	120	25	10	20	2	35	50%	h,j,k,l, m,o
R-3	Two-Family Residential District	9,000	75	120	25	10	20	2	35	60%	h,j,k,l, m,o
R-4	Apartment/Multi-Family Residential District	43,560	400	100	25	10	20	2	50	75%	a,b,j,k, l,m
R-5	Middle Density District	10,890	-	-	25	10	10	2	35	80%	h,j,k,l, m,q
R-6	Single-Family Residential District-6	7,200	60	120	25	10	20	2	35	50%	h,k,l, m,n,o
R-7	Single-Family Residential District-7	6,600	60	110	25	10	20	2	35	50%	h,k,l, m,n,o
R-A	Single-Family-Residential/Agriculture	21,780	-	-	25	25	25	2	35	50%	h,k,l, m,n
GH	Garden Home Residential District	5,000	50	100	10	10	10	2	35	75%	c,d,e,f, g,k,l,m
TH	Townhome District	2,500	25	100	25	10	20	2	35	75%	h,j,k,l, m
MHS	Manufactured Home Subdivision District	6,600	60	110	25	10	20	2	35	50%	j,k,l, m,o
MHP	Manufactured Home Park District	43,560	-	-	25	12.5	25	-	35	50%	j,k,l,m
AD	Agricultural District	217,800	100	100	25	25	25	2	35	30%	h,k,o
MSMU	Main Street Mixed Use	5,000	50	100	10	5	10	2	35	80%	h,j,k,m, n,p
MSMU-ND	Main Street Mixed Use-New Development	5,000	50	100	10	5	10	2	35	80%	j,k,m,p

Proposed Amendments- UDC Section 21.5.7

Key:	
a.	Maximum density shall not exceed 35 units per acre.
b.	2 parking spaces per unit plus 5%.
c.	Zero lot line Garden Homes.
d.	20-foot paved alley for ingress/egress to all rear garages.
e.	5-foot shall be designated maintenance easement.
f.	Corner lot shall have 10-foot side yard setback from street right-of-way.
g.	25-foot set back to property line adjoining public street.
h.	Corner lot shall have minimum 15-foot side yard setback from street right-of-way. For properties on Main Street, the City Engineer may authorize a reduction to no less than 10' if there are no sight distance issues.
i.	Minimum lot area for each unit.
j.	Site Plan approval required.
k.	Swimming pools water surface areas do not count toward the maximum impervious cover limitations, unless the swimming pool is equipped with a water overflow device appropriate for such pool, and only if it drains into any pervious surface, in which case the water surface shall be excluded.
l.	No variances may be permitted to exceed the maximum impervious cover limitations
m.	Refer to Article 14, section 21.14.3 for additional design requirements
n.	All single family residential dwelling units constructed within this district shall be constructed with an enclosed garage.
o.	Side yard setback of 7.5 ft. for R-1, R-2, R-3, R-6, R-7, and MHS continues in effect for all subdivisions vested on the date of adoption of Ordinance No. 11-S-15.
p.	Not subject to the requirements in section 21.10.4
q.	Refer to section 21.5.7.B.8

Proposed Amendments: Staff Proposal

ARTICLE 16. DEFINITIONS

Impervious Coverage: Impervious cover means impermeable surfaces which prevent the infiltration of water into the underlying soil and bedrock (such as pavement, concrete or rooftops), **not to include decorative pavers intended for residential landscaping purposes that are not used for vehicular travel.**

Proposed Amendments: P&Z Proposal

Article 16 - Definitions REDLINES- Planning and Zoning Commission Proposed Amendments

- SCHERTZ UNIFIED DEVELOPMENT CODE
ARTICLE 16. DEFINITIONS

ARTICLE 16. DEFINITIONS

Impervious Coverage: Impervious cover means impermeable surfaces which prevent the infiltration of water into the underlying soil and bedrock (such as pavement, concrete or rooftops), **not to include decorative pavers in residential zoning districts for a maximum of 25% of the allowable maximum impervious coverage percentage per UDC Section 21.5.7.A.**

UDC Section 21.4.7.D Criteria for approval

1. The proposed amendment promotes the health, safety, and general welfare of the City;

- Per UDC Section 21.4.7D- Unified Development Code Amendment, City Council, on its own motion, may request an amendment to the Unified Development Code to promote the health, safety, and general welfare of the City.
- As a result of the September 17, 2024, City Council workshop discussion and direction provided, the proposed amendments are meant to maintain sounds, stable, and desirable development.

2. The proposed amendment is consistent with the goals, objectives, and policies of this UDC and the City;

- The Unified Development Code permits City Council to request UDC amendments. This amendment is a direct result of direction from Council.

UDC Section 21.4.7.D Criteria for approval

3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law; and

- The proposed amendment does not correct an error and is not in response to state law. The proposed UDC amendments were written as a result of the September 17, 2024, City Council Meeting, Impervious Coverage Workshop where amendments to pool surface impervious coverage calculations and the impervious coverage definition were requested to be amended.

UDC Section 21.4.7.D Criteria for approval

4. Other factors which are deemed relevant and important in the consideration of the amendment.

- A workshop was held on impervious coverage at the September 17, 2024, City Council meeting. This workshop can be viewed online on the City of Schertz YouTube page.
 - There was a thorough discussion on impervious coverage requirements, why it is regulated for city storm water management, and how long it has worked since its implementation.
- Reviewed by Schertz Fire, EMS, and Police Department without objections
- Went to legal for review and did not receive objections.
- Proposed Amendments went to the Planning and Zoning Commission on February 4, 2026
 - Thorough discussion on the proposed amendments
 - Proposed Article 16 Amendments
 - 25% of the maximum allowed impervious coverage can only be used for decorative pavers
 - Allow decorative pavers for residential vehicular travel (driveways)

Staff Recommendation

- As per UDC Section 21.4.7, City Council may, on its own motion, request an amendment to the Unified Development Code.
- The proposed amendments are a result of the direction provided by Council from the September 17, 2024, City Council workshop, and staff has provided those amendments.
- Staff recommends approval of Ord. 26-S-008 per City Council's direction.

Planning and Zoning Commission Recommendation

- The Planning and Zoning Commission made a recommendation of approval to Ord. 26-S-008 with amendments to the proposed Art. 16 amendments, with a 5-1 vote, with Commissioner Outlaw voting nay.
 - Commission Outlaw voted nay due to the Article 16 amendments proposed by P&Z.

CITY COUNCIL MEMORANDUM

City Council Meeting: **March 03, 2026**
Department: **Engineering**
Subject: **March 2026 Quarterly Streets Update (B James/K Woodlee/R Martinez)**

BACKGROUND

Engineering and Public Works will present a quarterly update on the status of various street projects. The update will include the current status of the SPAM projects and information on various street repairs and crack sealing efforts.

Attachments

Streets Quarterly Update Presentation

SCHERTZ STREET PRESERVATION AND MAINTENANCE

March 3, 2026, City Council Workshop

Robert Martinez | Streets Maintenance Supervisor

Kathryn Woodlee, P.E. | City Engineer

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

Streets Maintenance Division Update

July 1st through December 31st, 2025 (Q3 & Q4)

What did the Streets Worker say to the writer?

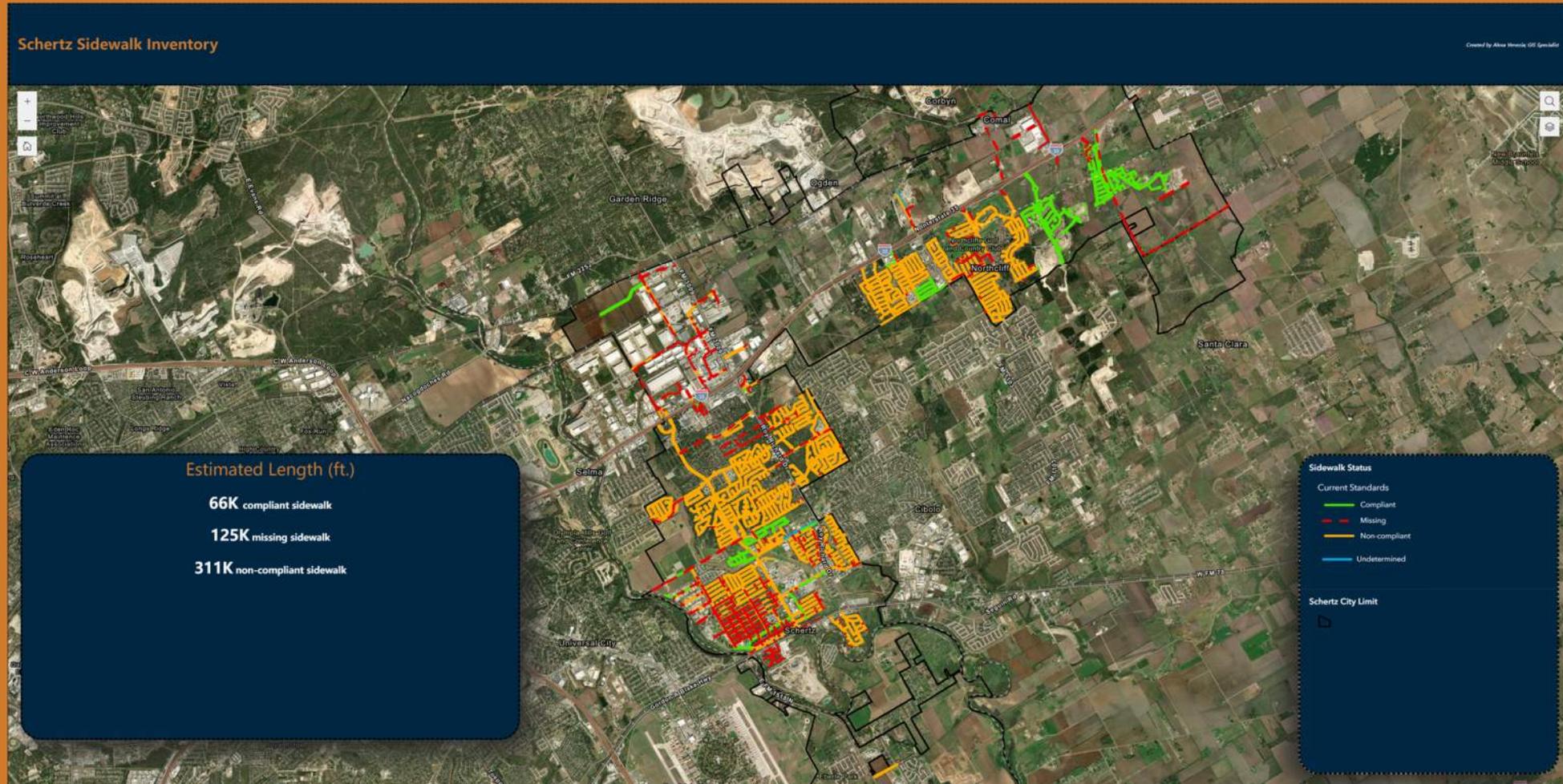
The pothole thickens.

Streets Maintenance Dashboard

July 1st through December 31st, 2025 (Q3 & Q4)



Schertz Sidewalk Inventory Dashboard



Streets Maintenance: Crack Seal Program 2025

July 1st through December 31st, 2025 (Q3 & Q4)

**.95 Miles Crack Sealed
65 Boxes of Materials Used**

Willow Grove Estates:

Cypress Barn - .25mi

Pecan Branch - .11mi

Clear Well - .01mi

Aurora Sky - .22mi

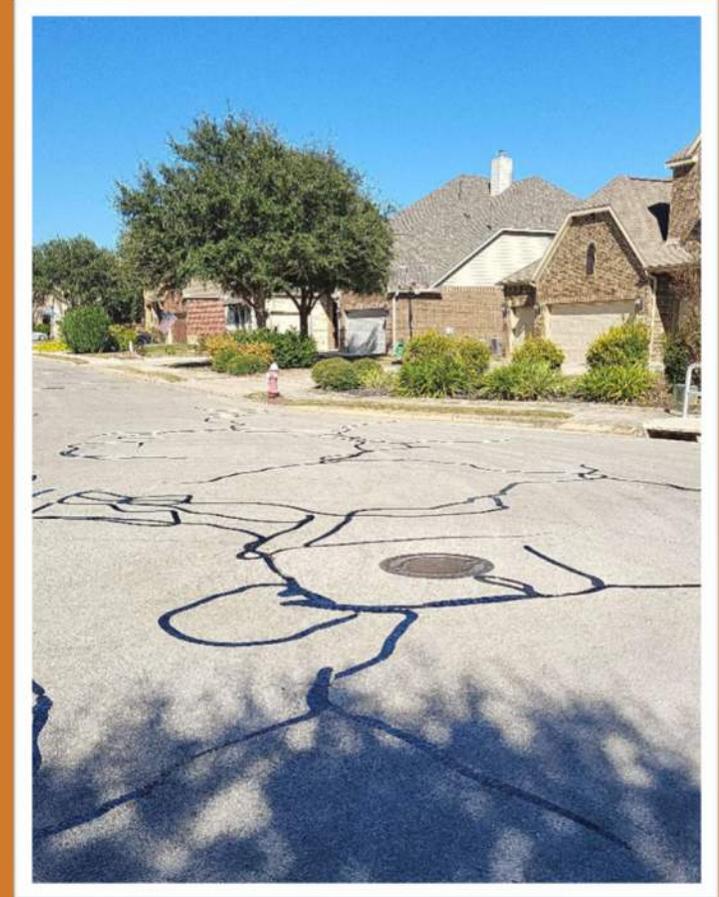
Cotton Spindle - .11mi

Klondike Cove - .01mi

Bowies Knoll - .11mi

Blossom Bluff - .11mi

(No crack sealing was performed during Q3 due to high temps and other projects.)



Streets Maintenance Progress Summary 2025

July 1st through December 31st, 2025 (Q3 & Q4)

Street Issues: 41

Potholes: 473

UPM (Pothole Patch Material): 18 Tons

Asphalt Hot Mix Tons: 823.01 Tons

Notable Projects:

Rehabilitation of Old Naco Rd.: 649 Tons

Clemens HS Drive: 113.1 Tons

Street Striping:

Alsatian Way: .36 mi

Parking Lot/Other Striping:

Schertz Animal Shelter: 9,301 sq ft

Kramerhouse: 5,956 sq ft

Community Circle & Schertz Parkway: 1,727 sq ft

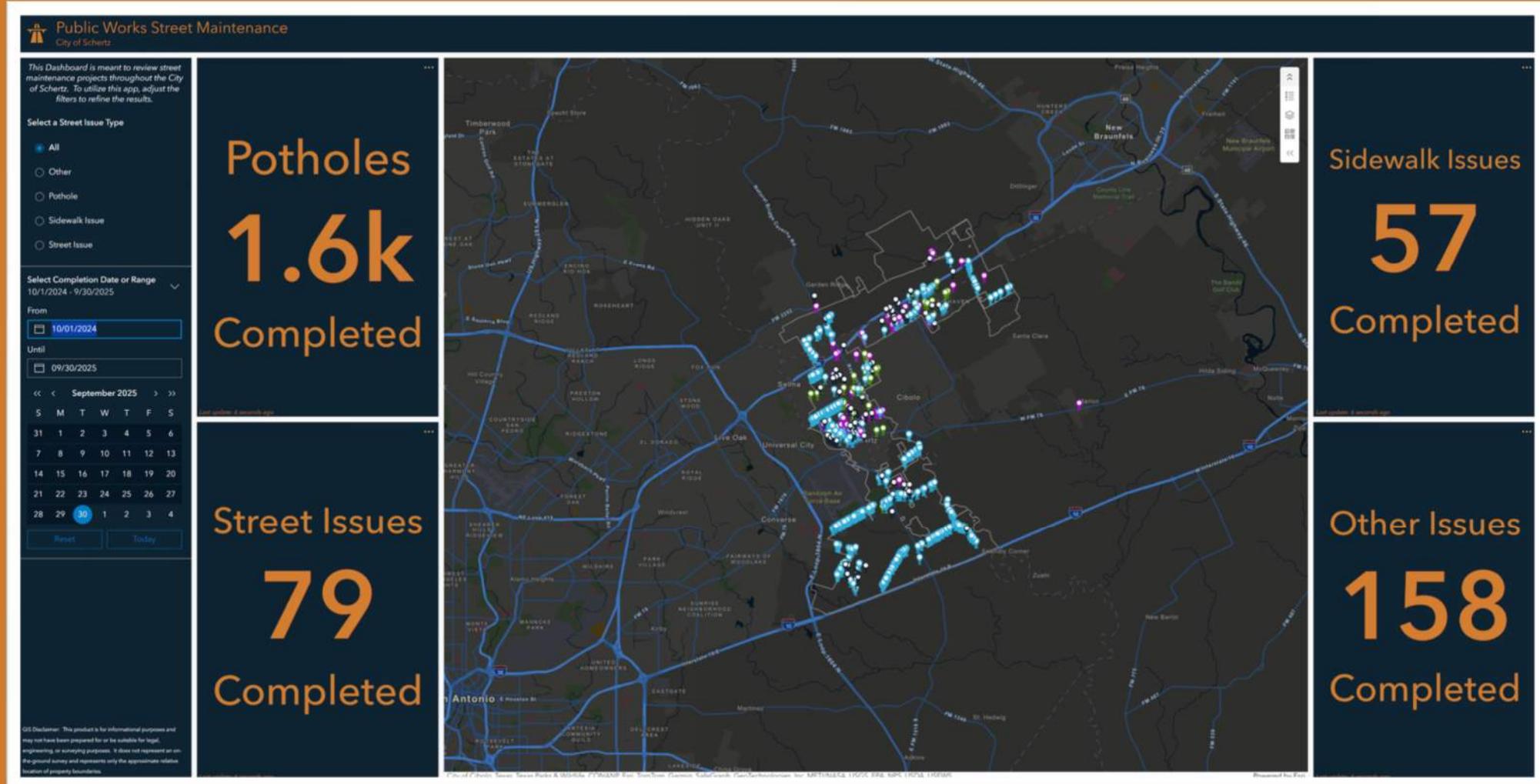
Clemens High School: 270 sq ft

Elbel Rd & Borgfeld Rd: 2,652 sq ft



Streets Maintenance Dashboard

FY 24-25, Oct. 1st, 2024, through Sep. 30th, 2025



Streets Maintenance Dashboard

FY 24-25, Oct. 1st, 2024, through Sep. 30th, 2025

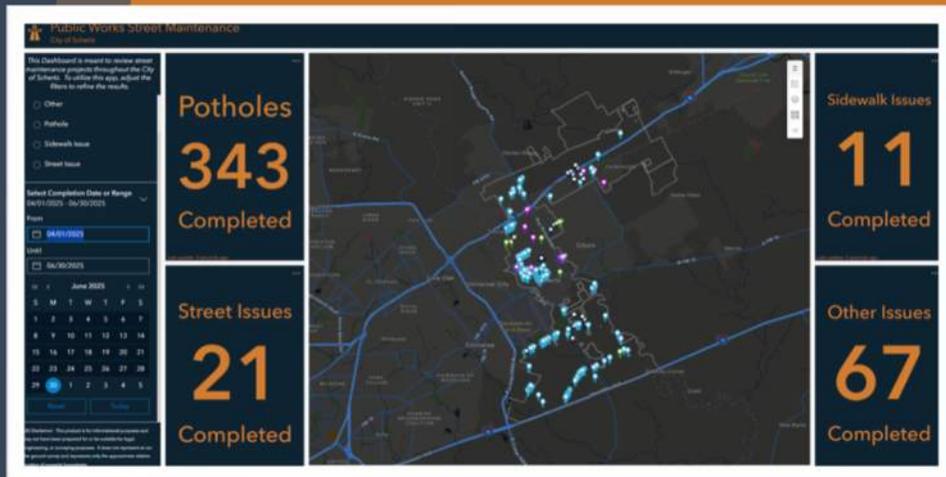
Quarter 1



Quarter 2



Quarter 3



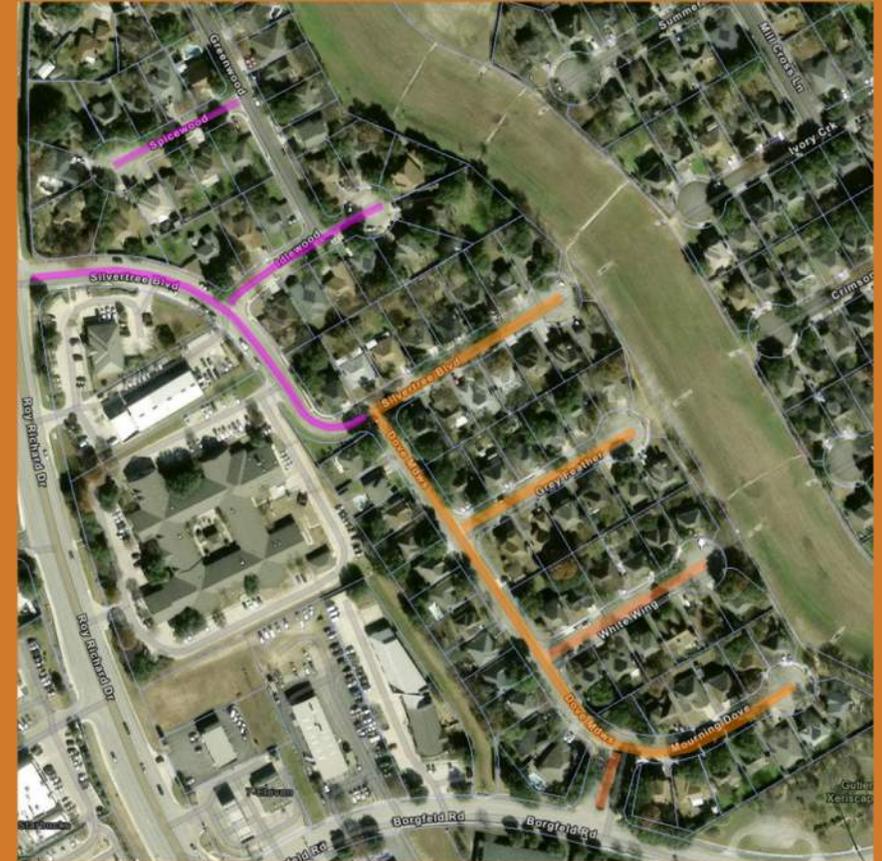
Quarter 4



2024 SPAM REHABILITATION

Dove Meadows and Silvertree

- Concrete replacement almost complete in orange area
 - Contractor's removal operations got too far ahead of the replacement effort
 - Contractor needs to improve communication to residents
 - Staff has met with the contractor multiple times to address some of the shortcomings and have increased the communication effort
 - Contractor has increased personnel working on the site to speed up completion
 - Final dress up of treated base and paving expected during the first two weeks of March (weather permitting)
 - Excavated/disturbed areas will get new topsoil and will be sodded



2024 SPAM REHABILITATION

Dove Meadows and Silvertree

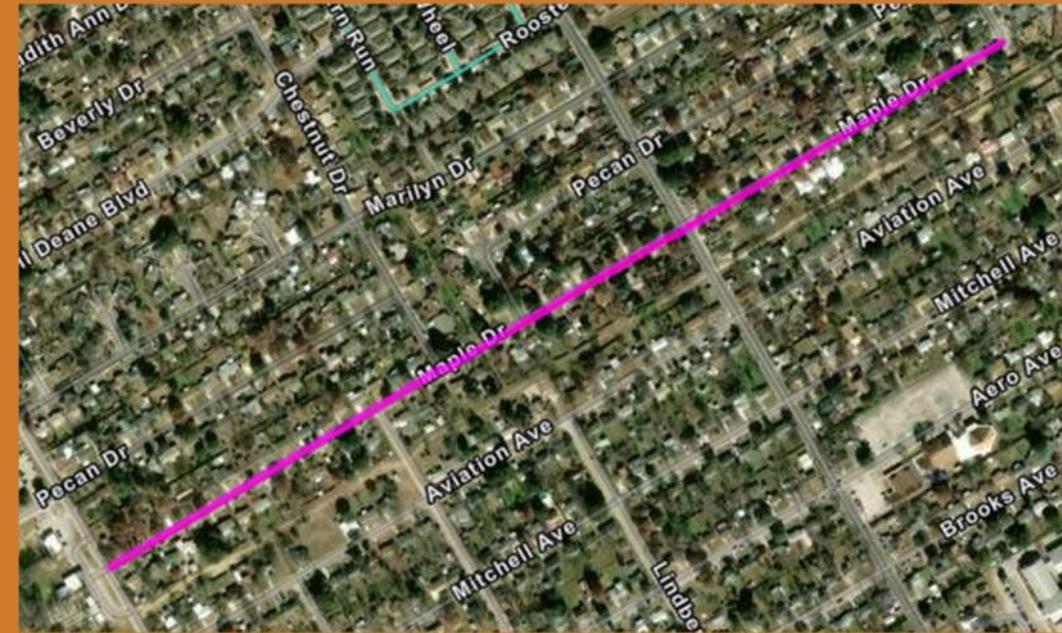
- Construction will start in purple area in early March
 - Shouldn't take as long to complete
 - Shorter length
 - Less concrete work
 - Additional notifications provided
 - Staff provided detailed notices to residents on February 20th
 - Improved contractor notices will be provided before construction starts



2024 SPAM REHABILITATION

Maple Drive

- Construction starting next week
- Different levels of work in different segments
 - West end – just street work
 - Middle segment – reconstruction
 - East end and Randolph intersection– minor concrete work & street
- Project notifications done
 - Staff created three different notifications tailored to the different work elements work being done
 - Staff notifications distributed February 24th
 - Contractor initial notifications are expected in early March
- Contractor will start on the reconstruction
 - Area between Chestnut and Vicki Lynn



BUFFALO VALLEY SOUTH

Utility Work

- Water main replacement is complete
- Sewer main replacement is almost complete
 - Final section (pipe-bursting) underway
 - Final testing still needed
 - Residents being served via new pipes

Street Work

- Cement treatment completed in nearly all of the areas. Wuest and Lee Streets remain.
- Curb Replacement
 - Additional curb replacement is underway
 - Anticipated to be completed in March
- Paving throughout expected in early April



2025 SPAM PROJECTS

Resurfacing Project

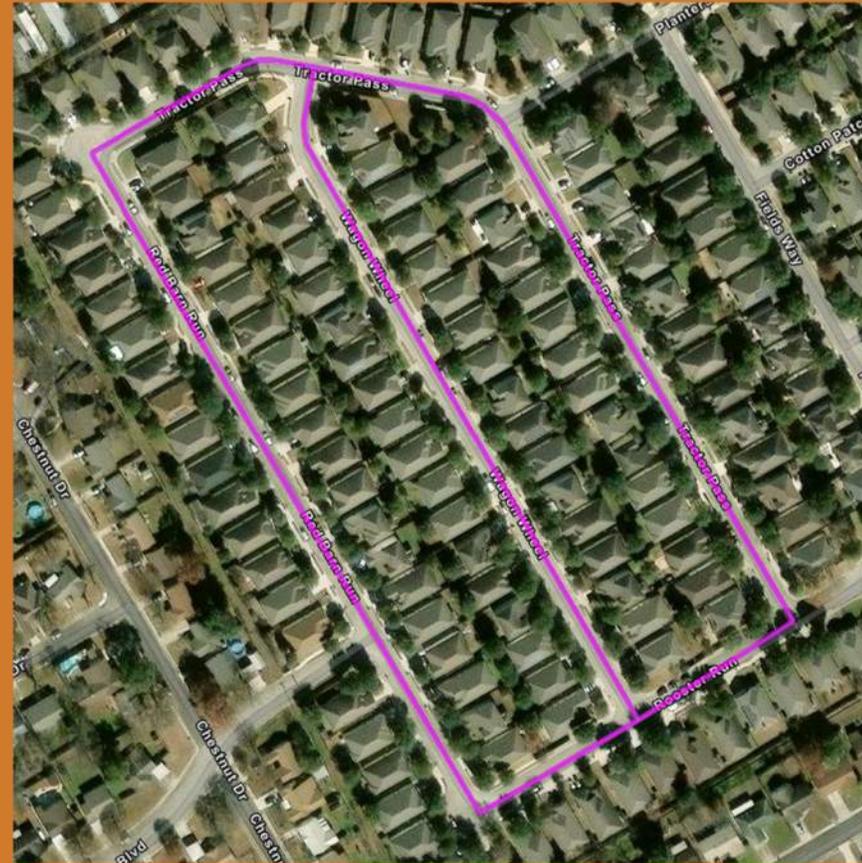
- Design almost complete
- Current estimated construction cost is \$3,360,000
- Budgeted construction amount: \$1,085,000
- Why the cost increase?
 - More rapid deterioration on the streets than expected since the budget was developed
 - Amount base repair and asphalt repair areas have approximately doubled from budget assumptions
- Staff evaluating funding options to proceed with the planned work this year
- If the work is delayed by a year or more, then areas will slip into the “rehabilitation” category, resulting in more cost increases



2025 SPAM PROJECTS

Kramer Farm Rehabilitation

- Design almost complete
- Estimated cost: \$1,446,562
- Bid in a couple months



OTHER STREET PROJECTS

2026 SPAM Resurfacing

- Woodland Oaks, Horseshoe Oaks, Fairway Ridge
- Design underway, expected to be completed end of March
- Budget: \$1,780,000

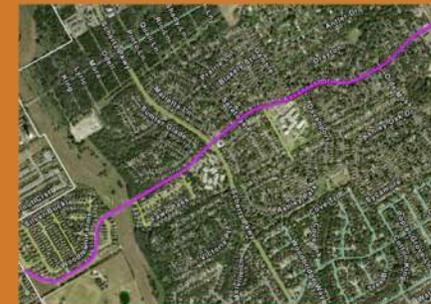
Savannah Drive Resurfacing

- Design underway, expect initial plans by the end of March
- Budget: \$1,460,000

TSAC Crosswalks

- Crosswalk improvements on Savannah; and two locations in Homestead
- Design underway, expect initial plans by the end of March
- Budget: \$104,500

Note – these three projects are bundled as one design and one construction contract



OTHER STREET PROJECTS

Northcliffe Country Club Estates

- Replacement of water and sewer mains and street rehabilitation
- Plan comments provided and plans are being revised
- Estimated cost: \$10,435,000



Schertz Forest

- Street work combined with water line replacement through the subdivision
- Street construction costs are higher than expected. Our consultant is working to reduce the costs, while not sacrificing the service life of the new pavement
- Plan revisions underway
- Estimated Cost: \$5,350,000



OTHER STREET PROJECTS

Lower Seguin Road

- Plans at 95%
- Applied for DEAAG Grant
- Will apply for DCIP grant again this Summer
- Plan to apply for Water Board grant for the water line relocations

Main Street

- Finalizing water and sewer main replacement plans
- Coordinating with TXDOT
- Public Outreach and easement acquisition expected to start soon

Lookout Road

- Acquiring right-of-way at the Schertz Parkway and Doerr Lane intersections
- Plan modifications expected to be completed in March

COMMENTS AND QUESTIONS

CONTACT US

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