



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
July 7, 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, JULY 7, 2026 at 6:00 p.m.

Call to Order

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

Proclamations

National Park and Recreation Month-July 2026

Employee Introductions

- Engineering: Omar Rodriguez-Engineer
- EMS: Linda Castleman Donlea-Administrative Assistant; James Clair-Paramedic; Jonathon Lazaro-Paramedic; Maddison Mclalwain-Paramedic; Allen Mendez-Paramedic; Austin Rather-Paramedic
- GIS: Alison Stehle-GIS Manager; Angelica Gonzales-GIS Specialist;
- Police Dept: Juliana Garza-Crime Analyst;
- Police Dispatch: Felicia Campos-Public Safety Communications Manager; Neriah Goodman-Public Safety Communications Officer
- Utility Billing: Lynell Jackson-Utility Billing Specialist; Tommy Perez-Senior Utility Billing Specialist

Presentations

Presentation of the TAMIO Awards: Presented to the Public Affairs Department at the 2026 Texas Association of Municipal Information Officers Conference (K.Haynes)

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 June 16, 2026 Workshop Meeting and the June 16, 2026 Regular Council Meeting (S.Edmondson/S.Courney/I.Chavez)

2. **Resolution 26-R-082** - Approving and authorizing a Water CCN Transfer Agreement and Water CCN Transfer from Green Valley Special Utility District to the City of Schertz to amend Water CCN boundaries and other matters in connection therewith.
(B.James/K.Woodlee)
3. **City Council Boards, Committees, and Commissions**
 - **Resignations, Removals, and Expiring Terms**
 - Economic Development Corporation: Eryn McElroy resignation effective June 16, 2026.
 - Parks and Recreation Advisory Board: Chris Castoro resignation effective June 22, 2026.
4. **Resolution 26-R-077** - Authorizing a Purchase Agreement with Sterling McCall Ford for one ambulance re-mount for Fiscal Year 2026/2027 (S.Williams/J.Mabbitt)
5. **Resolution 26-R-078** - Authorizing an amendment to an agreement with Halff Associates for the West Dietz Creek Trail Project (S.Gonzalez/L.Shrum)

Discussion and Action Items

6. **Resolution 26-R-075**- Ordering the November 3, 2026, City of Schertz Joint General Election with Comal County, Bexar County and Guadalupe County and making a provision for the conduct of the election; authorizing contracts with the County Clerk of Comal County and the Election Administrators of Bexar and Guadalupe Counties to conduct this election and authorizing these elections to be held as Joint Elections
(Mayor/S.Edmondson)
7. **Ordinance 26-M-029** - Amending Council Rules of Conduct and Procedure: Appointment Process for City Council Liaison Positions (Mayor/S.Edmondson/S.Courney)
8. **Boards, Commissions and Committees:** Assign City Council Liaisons to Boards, Commissions and Committee (Mayor Rodriguez)

Public Hearings

9. **Ordinance 26-S-015** - Conduct a public hearing and consider a request to amend the Comprehensive Land Use Plan - Future Land Use Map from Local Corridor to Industrial Hub on approximately 2.1 acres of land, known as 6615 FM 482, specifically known as Comal County Property Identification Numbers 428461 and 78974, City of Schertz, Comal County, Texas (B.James/L.Wood/D.Marquez)

10. **Ordinance 26-S-016** - Conduct a public hearing and consider a request to rezone approximately 2.1 acres of land from Pre-Development District (PRE) to General Business District-II (GB-2), known as 6615 FM 482, specifically known as Comal County Property Identification Numbers 428461 and 78974, City of Schertz, Comal County, Texas (B.James/L.Wood/D.Marquez)

Workshop

11. Discussion on Council Coins (Mayor Rodriguez)

Information available in City Council Packets - NO DISCUSSION TO OCCUR

12. **Schertz Young Leaders Program Application Process Update**
(S.Gonzalez/L.Shrum/C.Paddock)
13. **July 2026 Projects in Progress** (B.James/K.Woodlee)

Requests and Announcements

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

Adjournment

CERTIFICATION

I, SHEILA EDMONDSON, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 30TH DAY OF JUNE, 2026 AT 6:45 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEILA EDMONDSON

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

TITLE: _____

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

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

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

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

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

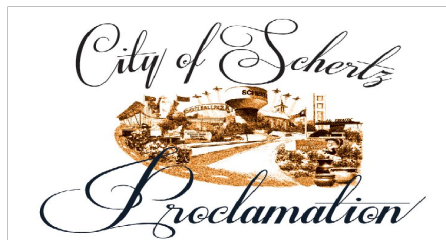
Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting: July 7, 2026
Department: City Secretary
Subject: National Park and Recreation Month-July 2026

Attachments

National Park and Recreation Month-July 2026



Park and Recreation Month-July 2026

WHEREAS, Parks and Recreation is an integral part of communities throughout this country, including in the City of Schertz; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the National Park and Recreation Association has identified the theme “The Power of Parks and Recreation” and is celebrating the many ways parks and recreation reveal the power of what connects us; and

WHEREAS, Parks and Recreation are where relationships grow, cultures meet, and communities bond; and

WHEREAS, Parks and Recreation celebrate the power of play - from playgrounds to programs to youth sports - play fuels creativity, joy, and lifelong learning; and

WHEREAS, Parks and public spaces offer room for everyone to gather, celebrate, and heal; and

WHEREAS, Nature restores us and inspires us, and parks ensure everyone can access its benefits; and

WHEREAS, Welcoming parks and programs make every person feel valued; and

WHEREAS, Parks and Recreation advance health, resilience, and shared community benefits; and

WHEREAS, our Parks and Recreation staff and dedicated volunteers tirelessly work to ensure that our community has top-tier parks and recreation system; and

WHEREAS, the City of Schertz recognizes the benefits derived from parks and recreation resources and the power of Connection, Play, Community, Nature, Belonging, and Well-being.

NOW, THEREFORE, I, Ralph Rodriguez, Mayor of Schertz do hereby proclaim

July 1-31, 2026, National Park and Recreation Month

in the City of Schertz. I call upon the residents of this city to observe this month by getting out and enjoying the beautiful parks in the City of Schertz.

IN WITNESS WHEREOF, I have
hereunto set my hand and caused the
Seal of the City of Schertz to be affixed
on this the July 7, 2026.

Ralph Rodriguez, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: July 7, 2026
Department: Public Affairs
Subject: Presentation of the TAMIO Awards: Presented to the Public Affairs Department at the 2026 Texas Association of Municipal Information Officers Conference (K.Haynes)

BACKGROUND

Public Affairs came home from the 2026 Texas Association of Municipal Information Officers (TAMIO) Conference with three Awards of Excellence for:

- Publications (Report): FY 23/24 PAFR
- Publications (Special Publication): New Resident Guide
- Social Media (Best Social Media Post): Schertz Traffic Jamz

This year, there were more than 700 submissions from across the state, so earning a nomination alone was a major accomplishment. The Award of Excellence is equivalent to a second-place finish, making this recognition even more impressive. Last year, the team was operating with limited staffing and still managed to produce award-winning content and materials. Their hard work, creativity, and dedication continue to shine through in everything they do.

Attachments

TAMI Awards 2026



2026 TAMI AWARDS

City Council Meeting - July 7, 2026

KRYSTAL HAYNES | DIRECTOR OF PUBLIC AFFAIRS

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

TEXAS ASSOCIATION OF MUNICIPAL INFORMATION OFFICERS

JULY 3-5 | AUSTIN, TX

Over 700 entries

3 Awards!



REPORT- FY 23/24 PAFR

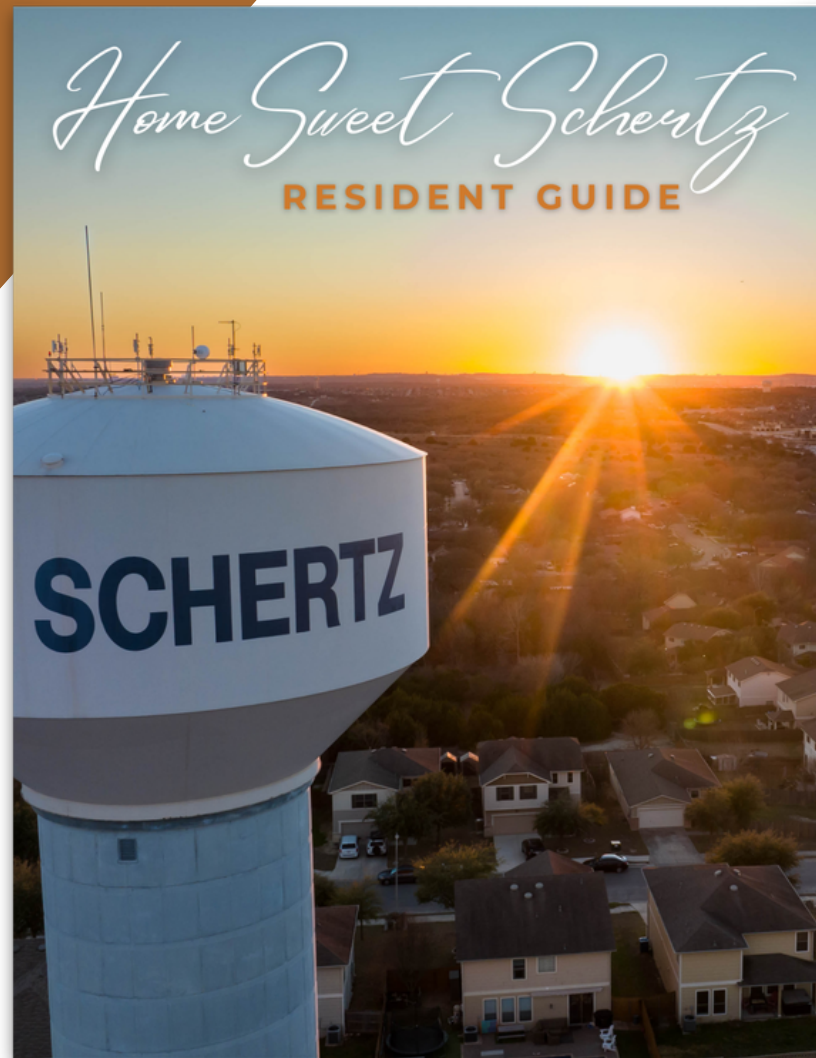
Award of Excellence - 2nd Place

- Work in collaboration with Finance
- Complements the ACFR and Budget Book, which meet professional reporting standards but are highly technical.
- PAFR makes City finances easier to understand by translating complex financial information into a clear, visual format.



SPECIAL PUBLICATION - NEW RESIDENT GUIDE

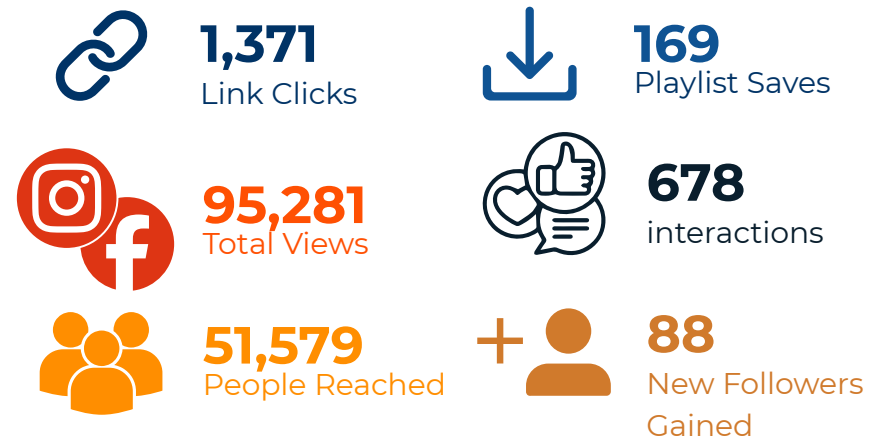
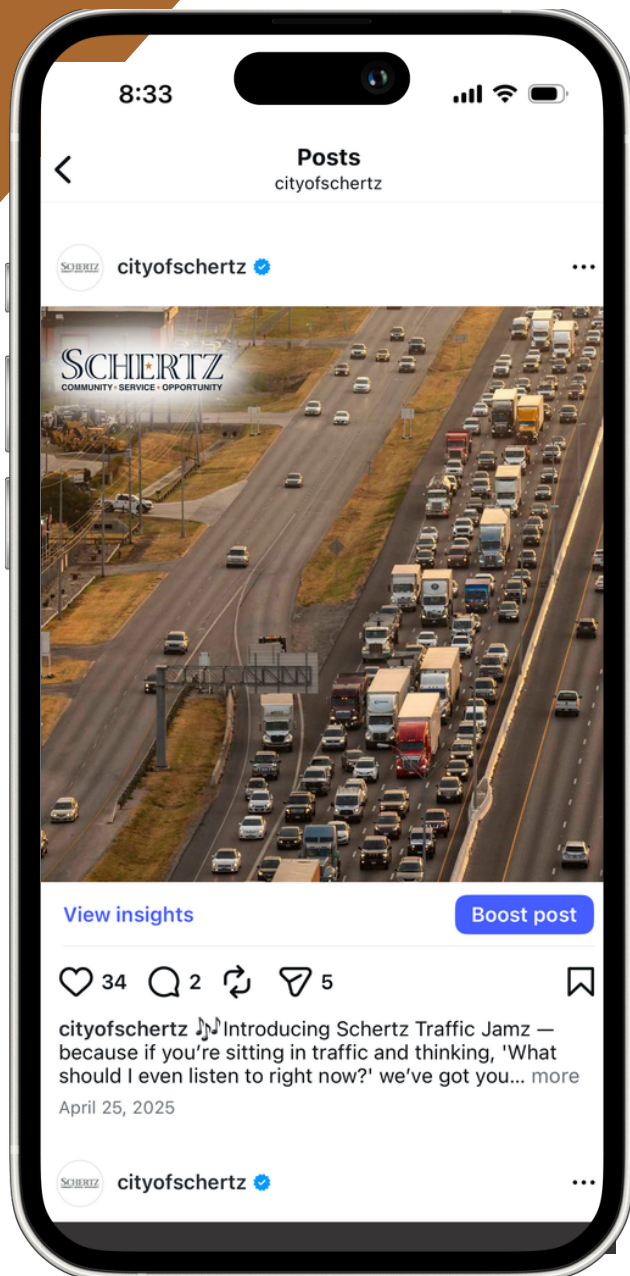
Award of Excellence - 2nd Place



- Worked in collaboration with UB
- Reimagined the new resident welcome packet to create a stronger first impression for new residents.
- Expanded beyond utility information to introduce residents to City services, programs, and resources.
- Transformed a text-heavy document into the visually engaging Home Sweet Schertz Resident Guide.

BEST SOCIAL MEDIA POST - SCHERTZ TRAFFIC JAMZ

Award of Excellence - 2nd Place



WIDESPREAD

Amounts of positive feedback and a shout-out from the Texas Department of Transportation (TXDOT)



- Turned routine traffic updates into engaging content by pairing construction information with a themed Spotify playlist.
- Made important roadway updates more relatable and shareable through humor and pop culture.
- Increased visibility and improved public sentiment around a typically frustrating topic.

COMMENTS & QUESTIONS



CITY COUNCIL MEMORANDUM

City Council Meeting: July 7, 2026
Department: City Secretary
Subject: Minutes-Approval of the minutes from the June 16, 2026 Workshop Meeting and the June 16, 2026 Regular Council Meeting (S.Edmondson/S.Courney/I.Chavez)

Attachments

Draft Minutes Workshop 06-16-2026
Draft Minutes 06-16-2026

DRAFT

MINUTES WORKSHOP MEETING June 16, 2026

A Workshop Meeting was held by the Schertz City Council of the City of Schertz, Texas, on June 16, 2026, at 5:00 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 Sarah Dietz; Councilmember Robert Sheridan

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

Call to Order

Mayor Rodriguez called the meeting to order at 5:00 p.m.

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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No residents came forward to speak.

Workshop

1. Council Liaison Selection Process (Councilmember Westbrook)

Mayor Rodriguez recognized Councilmember Robert Westbrook who introduced the workshop topic. Councilmember Westbrook stated the purpose of the workshop was to consider whether the Council procedures governing board, committee, and commission liaison assignments should be updated. Councilmember Westbrook indicated that the discussion was not meant to address any individual appointment, but rather an evaluation of the existing framework's reflection of the priorities of the current Council and whether it provided a transparent, fair, and consistent assignment process. He asked council to take into account factors such as seniority, continuity, qualifications, workload, and member interest, and consider whether amendments are needed to better document and balance these considerations while strengthening public confidence in the liaison assignment process.

Following Councilmember Westbrook's opening statement, Mayor Rodriguez recognized Deputy City Secretary Sheree Courney to explain the distinctions between Council assignments as members vs. liaisons and to provide an overview of the current board, committee, and commission assignment process. Ms. Courney explained that Councilmembers assigned as boardmembers are expected to actively participate in discussions, attend meetings, and typically possess voting rights. In contrast, liaisons serve as a communication link between the boards, committees, or commissions and Council. Liaisons do not have voting authority, should not attend closed sessions or board retreats, and are expected to identify procedural or structural issues that may affect the effective functioning of the board, committee, or commission.

Ms. Courney provided current Council assignments, vacancies, and workload distribution across boards, committees, and commissions. It was noted that provisions governing liaison assignments contained in a previous ordinance have since been removed, and she recommended restoring those provisions. Ms. Courney noted that new Councilmembers currently have no board assignments.

Ms. Courney provided the following guiding principles for Council's consideration:

- Transparency - how assignments are made?
- Fairness - have all Councilmembers been given a meaningful opportunity to express interest?
- Continuity - does this assignment benefit from institutional knowledge?
- Rotation - are members given a reasonable opportunity to serve in different areas over time?
- Qualifications & Interest - does the assignment consider experience, subject matter expertise, and relevant interest?
- Workload balance - are the high-demand assignments proportionately dispersed?
- Public trust - are the assignments done in a manner to avoid unnecessary concentration of influence?

Ms. Courney also outlined important factors such as seniority and institutional knowledge, balancing between rotation and continuity. It is understood that there should be regular opportunities for rotation, recognizing that long-term assignments should be periodically reviewed while preserving continuity where beneficial.

The presentation also included a proposed assignment process following each Council election cycle that would:

- Provide Councilmembers with a list of available assignments and vacancies.
- Provide Councilmembers with an opportunity to submit assignment preferences, qualifications, workload considerations, and interest in continuing or rotating assignments.
- Identify member, liaison, chair, and alternate roles separately.
- Require Council approval of assignments.

Ms. Courney identified the existing ordinances and Council Rules of Conduct and Procedure that address board appointments and noted that while current rules establish boards and committees, they do not currently clearly define liaison responsibilities and requested Council direction on the preferred assignment process and criteria.

At the conclusion of Ms. Courney's presentation, Mayor Rodriguez opened the floor to Council for discussion.

After much discussion, Council agreed there was a need to establish a formal assignment process for Council liaison assignments to provide clear direction for future councils and the City Secretary's Office.

Other key elements brought forth included:

- Council seniority would be the starting point for assignments, while providing newer members meaningful opportunities to serve on committees of interest rather than simply inheriting a predecessor's assignments.
- To promote a more equitable distribution of assignments, Council members will make two selections at a time in seniority order before proceeding to the next member.
- Consider member qualifications, expertise, and interest in addition to seniority when making assignments so that Council members with relevant experience or professional backgrounds can effectively contribute to specific boards or committees.
- Balance workload among Council members by avoiding concentration of numerous assignments with a few members and considering each committee's meeting frequency and time commitment.
- Provide Council members with assignment information in advance, including meeting schedules, locations, and expected time commitments, to help members make informed selections based on their availability.
- Maintain continuity where appropriate while providing periodic opportunities for rotation, so members can gain experience on different boards over time.
- Conduct a comprehensive review of assignments every two years, preferably in December following the election cycle, allowing for a complete reassessment while maintaining sufficient continuity. Newly elected or appointed members would temporarily assume their predecessor's assignments until the next scheduled review.
- Allow assignment changes between review cycles when mutually agreed upon by Council or when circumstances such as workload, scheduling conflicts, or personal commitments warrant reassignment, subject to Council approval.

While there was general agreement on codifying the process, Council also acknowledged the importance of retaining flexibility to accommodate member availability, institutional knowledge, continuity, and changing circumstances.

Ms. Courney stated that based on Council's feedback, she would prepare amendments to the Council Rules of Conduct and Procedure and return with an ordinance for Council consideration.

Adjournment

Mayor Rodriguez adjourned the Workshop meeting at 5:41 p.m.

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

DRAFT

MINUTES REGULAR MEETING June 16, 2026

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on June 16, 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 Sarah Dietz; Councilmember Robert Sheridan

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

Call to Order

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

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

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

Presentations

Presentation of the Quarterly Financials - 2nd Quarter 2025-26 (S.Gonzalez/J.Walters)

Mayor Rodriguez recognized Finance Director James Walters, who presented the second quarter financial report. Mr. Walters reviewed the City's revenue, expenditures, and overall fiscal performance, reporting continued revenue growth, stable expenditures, and positive trends across several revenue sources, including permit fees, utilities, water and sewer, drainage, franchise fees, EMS, and EDC revenues. He also reported that the City's investment portfolio continues to perform well, with investment returns exceeding benchmark rates while maintaining adequate liquidity.

During Council discussion, Councilmember Westbrook requested additional information on the City's investment strategy. Mr. Walters explained that the City complies with the Texas Public Funds Investment Act by balancing investment earnings with liquidity through the use of government investment pools and certificates of deposit. Councilmember Macaluso asked how the City determines the amount of cash maintained outside of investment pools, and Mr. Walters explained that operating cash needs are predictable and funds are withdrawn from highly liquid investments as needed. Councilmember Guerrero inquired about the anticipated duration of elevated sales tax revenues. Mr. Walters stated that major construction projects are expected to conclude by the end of the second quarter and, due to the timing of sales tax distributions, higher-than-normal sales tax revenues are expected to continue through August.

Presentation of the Residential Trash Survey Results (S.Williams/S.Gonzalez)

Mayor Rodriguez recognized Assistant City Manager Sarah Gonzalez, who presented the Residential Trash Survey results. Ms. Gonzalez summarized the City's transition to Frontier Waste Solutions, reviewed survey findings, and reported that 1,909 of 15,104 residential garbage accounts responded, representing a 12.6% response rate. Survey results indicated that while many residents preferred more frequent trash and recycling collection, most were not willing to pay the additional cost to restore those service levels. Overall dissatisfaction was primarily related to previous service frequency changes rather than service execution. Based on the survey results, staff recommended maintaining the current service model while continuing to improve communication regarding available services and working with Frontier Waste Solutions to address operational issues, including the consistent use of cart tags.

Councilmembers discussed complaint tracking, the basis for staff's recommendation, and opportunities to improve visibility into service issues. Ms. Gonzalez confirmed that complaints are addressed as they arise and that the City has access to Frontier Waste Solutions' complaint management system. Councilmember Macaluso recommended requesting periodic complaint reports from Frontier Waste Solutions. Councilmember Westbrook commended staff for their efforts, and Ms. Gonzalez recognized the Utility Billing and 311 teams for their contributions. Mayor Rodriguez inquired about the survey conducted prior to the City's transition to Frontier Waste Solutions, and Ms. Gonzalez noted that the previous survey had a significantly lower response rate and that lessons learned were used to improve participation in the current survey.

City Events and Announcements

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

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

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

City Manager Steve Williams announced awards received by Public Affairs during the Texas Association of Municipal Information Officers. He also announced a gold award received by EMS from the American Heart Association.

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

Mayor Ralph Rodriguez recognized Michael Widas who earned the Eagle Scout badge.

Hearing of Residents

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Mayor Rodriguez recognized the following residents:

Dana Eldridge, 2628 Gallant Fox Dr., expressed concerns regarding transparency and clarification in the handling of two recent closed sessions that reviewed accusations made by two residents. He noted that, although both sessions concluded with no action taken, open communication supports public trust and enforces accountability.

Consent Agenda Items

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

1. **Minutes**-Approval of the minutes from the Special Council Meeting on May 26, 2026, and the regular Council Meeting on June 2, 2026 (S.Edmondson/S.Courney/I.Chavez)

2. City of Schertz Boards, Committees, and Commissions

- **Appointments**

- Board of Adjustment as Boardmember for the term ending June 30, 2028: Alfred Degollado
- Board of Adjustment as Alternate 1 for the unexpired term ending June 30, 2027: Allison Heyward
- Building and Standards Commission as Alternate 2 for the term ending September 30, 2028: Scott Newquist

- Economic Development Corporation as Director for the unexpired term ending September 30, 2027: Allison Heyward
- Library Advisory Board as Boardmember for term ending June 30, 2028: Marjorie Brody
- Library Advisory Board as Alternate 1 for unexpired term ending June 30, 2027: Bradley Thuringer
- Library Advisory Board as Alternate 2 for the term ending June 30, 2028: Adriane Rumfield
- Planning and Zoning Commission as Commissioner for the term ending June 30, 2028: Sonya Loreda-Reyes
- Planning and Zoning Commission as Alternate 1 for the term ending June 30, 2028: Sean Grady
- Planning and Zoning Commission as Alternate 2 for the unexpired term ending June 30, 2027: Jesse Anguiano

- **Reappointments**

- Board of Adjustment for the term ending June 30, 2028: Richard Dziewit and Yvonne Griffin
- Library Advisory Board for the term ending June 30, 2028: Amy Bearce, Dawn Figueras, Lee Murphey, and Letticia Sever
- Building and Standards Commission for the term ending June 30, 2028: Steven Icke and Bruce Johnson

- **Resignations, Removals, and Expiring Terms**

- Board of Adjustment effective June 30, 2026: Ferrando Heyward
- Library Advisory Board effective June 30, 2026: Joanne Ward
- Planning and Zoning Commission effective June 30, 2026: Tamara Brown

3. Resolution 26-R-071 - Authorizing a grant from the Texas State Library and Archives Commission for the reimbursement of expenses incurred through the lending of Schertz Public Library materials to other libraries (S.Gonzalez/E.Bertoia)

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

No items were removed.

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

Moved by Councilmember Robert Westbrook, seconded by Councilmember Michelle Watson

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

Passed

Discussion and Action Items

4. Ordinance 26-T-014 - Authorizing an amendment to the Fiscal Year 2025-2026 Budget (S.Gonzalez/J.Walters)

Mayor Rodriguez recognized Finance Director James Walters, who introduced Resolution 26-T-014. He presented the proposed quarterly budget adjustments for Fiscal Year 2025-2026 noting that these are supported by available revenues:

- Fire Department radio replacements, Tifmas & Strac reimbursements
- Grant-funded wildfire deployment reimbursements
- SAFR Grant to support early firefighter hiring
- Schertz Jubilee expanded celebration
- Police Department training funded through state reserves
- City's matching funds for the Skywatch Tower Grant
- Land acquisitions
- Appraisal district fees
- FM 78 PD Remodel project
- City Election additional expenses
- City's matching funds for the West Creek Trail Project Grant

Mayor Rodriguez opened the floor to council for discussion.

No discussion occurred.

Mayor Rodriguez asked for a motion to approve Resolution 26-T-014.

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

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

Passed

Information available in City Council Packets - NO DISCUSSION TO OCCUR

5. Check Report - May 2026 (S.Gonzalez/J.Walters)

Requests and Announcements

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

Councilmember Westbrook asked staff to research the cost and feasibility of implementing community engagement listening circles to promote community engagement.

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

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

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

Councilmember Westbrook attended the Northeast Partnership Luncheon.

Councilmember Dietz attended the Northeast Partnership Luncheon, the P&Z meeting and a couple of ribbon cuttings.

Councilmember Sheridan attended the ribbon cuttings for Portillo and James Avery. He also toured with Public Works.

Mayor Rodriguez attended the ribbon cutting for James Avery.

Adjournment

Mayor Rodriguez adjourned the meeting at 7:11 p.m.

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: July 7, 2026
Department: Engineering
Subject: Resolution 26-R-082 - Approving and authorizing a Water CCN Transfer Agreement and Water CCN Transfer from Green Valley Special Utility District to the City of Schertz to amend Water CCN boundaries and other matters in connection therewith.
(B.James/K.Woodlee)

BACKGROUND

Green Valley Special Utility District (GVSUD) holds retail water service Certificate of Convenience and Necessity (CCN) No. 10646, issued by the Public Utility Commission of Texas ("PUC") for the provision of retail water service to certain areas in and about Bexar, Comal, and Guadalupe Counties. The City of Schertz holds retail water service CCN No. 10645, issued by the PUC, for the provision of retail water services to certain areas in and about Bexar, Comal, and Guadalupe Counties. The boundaries of the Green Valley Special Utility District water CCN and the City of Schertz water CCN are adjacent to one another in various areas. The property owners of parcels generally located at the southwest corner of FM 1103 and Old Wiederstein Road requested and GVSUD has agreed to release approximately 13.98 acres of its water CCN and is requesting the City of Schertz provide retail water service. (The property is currently within the sewer CCN of the City of Schertz.)

GOAL

The goal of Resolution 26-R-082 is to authorize the transfer of water CCN from GVSUD (10645) to the City of Schertz (10646).

COMMUNITY BENEFIT

Cooperation with GVSUD to efficiently provide water service at a location where adequate City of Schertz facilities are already in place and where GVSUD is not able to serve without the construction of additional and redundant infrastructure works to continue a positive relationship with an important ally in the business of retail water service in the region.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council approve Resolution 26-R-082 authorizing execution of the water CCN transfer agreement from Green Valley Special Utility District to the City of Schertz for 13.98 acres and allow GVSUD to petition the PUC to amend the water CCN.

RECOMMENDATION

Approve 26-R-082

Attachments

Resolution 26-R-082 w attachments

RESOLUTION 26-R-082

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, APPROVING AND AUTHORIZING A WATER CCN TRANSFER AGREEMENT AND WATER CCN TRANSFER FROM GREEN VALLEY SPECIAL UTILITY DISTRICT TO THE CITY OF SCHERTZ TO AMEND WATER CCN BOUNDARIES AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Green Valley Special Utility District (GVSUD) provides retail water service under Certificate of Convenience and Necessity (CCN) No. 10646, issued by the Public Utility Commission of Texas (PUC) to certain areas in and about Bexar, Comal, and Guadalupe Counties; and

WHEREAS, the City of Schertz provides retail water service under CCN No. 10645, issued by the PUC, to certain areas in and about Bexar, Comal, and Guadalupe Counties; and

WHEREAS, the boundaries of the GVSUD water CCN and the Schertz water CCN are adjacent to one another in various areas; and

WHEREAS, the property owners of Guadalupe County parcels 69856, 69857, and 217883 have requested water service from the City of Schertz; and

WHEREAS, the property owners of Guadalupe County parcels 69856, 69857, and 217883 have requested release from and GVSUD has agreed to a transfer of water CCN from CCN No. 10646 to City of Schertz water CCN 10645; and

WHEREAS, GVSUD and the City of Schertz are amenable to altering the boundaries of their respective water CCN service areas by transferring the subject properties contained within the boundaries of GVSUD's CCN No. 10646 to Schertz so that the properties are removed from GVSUD's CCN No. 10646 and added to Schertz's CCN No. 10645;

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 Water CCN Transfer Agreement as provided as Exhibit A, authorizing the transfer of property from the GVSUD water CCN 10646 to City of Schertz water CCN 10645.

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
WATER CCN TRANSFER AGREEMENT

WATER CCN TRANSFER AGREEMENT

This WATER CCN TRANSFER AGREEMENT ("Agreement") is entered into this _____ day of June 2026 by and among the City of Schertz, a Texas home rule municipality ("Schertz"); GREEN VALLEY SPECIAL UTILITY DISTRICT, a Texas special utility district created pursuant to Chapter 65 of the Texas Water Code ("Green Valley"); OVSS-Cibolo LLC ("OVSS"); and David S. Marbach ("Marbach"). OVSS and Marbach may be referred to herein collectively as "Landowners". For purposes of this Agreement, Schertz, Green Valley and the Landowners may be referred to collectively as the "Parties."

The purpose of this Agreement is to recite the agreement between Green Valley and Schertz in connection with their respective water Certificates of Convenience and Necessity ("CCN") boundaries for the provision of water services to users pursuant to the Texas Water Code. The Landowners enter into and will be jointly and severally bound by this Agreement pursuant to general contract law.

RECITALS:

WHEREAS, Schertz is the holder of water CCN No. 10645, issued by the Texas Commission on Environmental Quality ("TCEQ") for the provision of retail water services to portions of Bexar, Comal, and Guadalupe Counties, the boundaries of which are more fully described in Exhibit A and attached hereto; and

WHEREAS, Green Valley is the holder of water CCN No. 10646, issued by the TCEQ, for the provision of retail water to certain areas in portions of Bexar County, Comal County, and Guadalupe County, the boundaries of which are more fully described in Exhibit B and attached hereto; and

WHEREAS, the boundaries of the Schertz CCN and the Green Valley CCN are adjacent to one another; and

WHEREAS, Landowners own a combined 13.98 acre tract of real property within Guadalupe County and more particularly described in Exhibit C (the "Transfer Property"); more particularly, OVSS owns the northeastern 5.56 acres of the Transfer Property, and Marbach owns the remaining southwestern 8.42 acres of the Transfer Property; and

WHEREAS, Landowners have requested that Green Valley transfer a portion of its water CCN No. 10646 to Schertz so that Schertz can provide retail water services to the Transfer Property;

WHEREAS, the Transfer Property is currently undeveloped, and Green Valley does not currently have any water connections, water facilities or customers within the Transfer Property, and therefore, there are no affected customers that will be transferred as part of the contract. Subsequently, no notice is required under 16 TAC §24.253(c)(1); and

WHEREAS, Schertz currently has water connections and water facilities adjacent to, or near, the Transfer Property that are located within its water CCN service area; and

WHEREAS, Schertz and Green Valley are amenable to altering the boundaries of their respective water CCN service areas by transferring the Transfer Property contained within the boundaries of Green Valley's CCN No. 10646 to Schertz so that the Transfer Property is removed from the Green Valley's CCN No. 10646 and added to Schertz's CCN No. 10645; and

WHEREAS, Owner has provided Schertz with maps and GIS data illustrating the Transfer Property, which maps and GIS data are to be included with a petition to the PUC to transfer the Transfer Property from Green Valley's CCN No. 10646 to Schertz's water CCN No. 10645; and

WHEREAS, the proposed Agreement was discussed at meetings of the Schertz city council and the Green Valley board of directors, which meetings were duly noticed and conducted in compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT:
Water CCN

1. **Recitals Incorporated.** The foregoing recitals are hereby incorporated by reference in this Agreement for all purposes.
2. **Purpose.** This Agreement shall be a "contract" designating areas and customers to be served by Green Valley and Schertz in accordance with Texas Water Code Section 13.248.
3. **Transfer by Green Valley.** In accordance with Texas Water Code Section 13.248, but at all times subject to the approval of the PUC, Green Valley agrees to the modification of the boundaries of its water CCN No. 10646 to exclude the Transfer Property, such area to be transferred from Green Valley's water CCN No. 10646 to Schertz's water CCN No. 10645.
4. **Acceptance by Schertz.** In accordance with Texas Water Code Section 13.248, but at all times subject to the approval of the Public Utility Commission of Texas ("PUC"), Schertz agrees to the modification of the boundaries of its water CCN No. 10645 to include the Transfer Property, such area to be transferred from Green Valley's water CCN No. 10646 to Schertz's water CCN No. 10645, and Schertz expressly assumes the duty to provide continuous and adequate service to the Transfer Property in compliance with Texas Water Code Section 13.250 and all applicable PUC regulations.
5. **Party Responsibilities.** Green Valley shall be responsible for preparing and filing the application to obtain the PUC's approval of the CCN transfer of the Transfer Property between Green Valley and Schertz, and the Landowners shall be jointly and severally responsible for all costs associated with the retention of a qualified third party to prepare mapping and metadata that satisfies the PUC rules and regulations. In addition to the electronic and hard copy maps and supporting electronic metadata given to Schertz and Green Valley by Owner as referenced in the next to last recital given at the beginning of this Agreement, Owner will also give any other such

maps and electronic metadata to Schertz and Green Valley for their review, approval and use in this matter.

Landowner agrees to pay all the expenses of City of Schertz and Green Valley in connection with this transfer, including, but not limited to, the following:

- (a) legal fees for Schertz and Green Valley;
- (b) PUC administrative fees; and
- (c) fees and costs associated with preparing hard copy maps and electronic maps with supporting electronic metadata for the Transfer Property filed in connection with the PUC application, if applicable.

6. **No Compensation.** Green Valley and Schertz agree that no compensation shall be due and owing between Green Valley and Schertz in conjunction with such transfer.

7. **No Service Pending Transfer.** Schertz shall not commence providing retail water services for compensation to the Landowners or any retail customer on the Transfer Property until the PUC has authorized the CCN transfer of the Transfer Property between Green Valley and Schertz. Schertz shall not approve any documents indicating that Schertz is the retail water services provider to the Transfer Property prior to the PUC authorizing the CCN transfer of the Transfer Property between Green Valley and Schertz.

8. **No Continuing Obligation to Serve.** Schertz agrees that upon approval of the revision to its CCN boundaries by the PUC to include the Transfer Property within the boundaries of CCN No. 10645, Green Valley shall have no further obligation to provide retail water service to the Transfer Property, and that Schertz shall be solely responsible for the provision of retail water service to any owner or occupant of, or customers on, the Transfer Property under such terms and conditions as are allowed under its CCN and any applicable governmental statutes and regulations.

9. **Waiver of Claim under 7 U.S.C. § 1926(b).** The Parties agree that the water service in the CCN service area to be transferred from Green Valley to Schertz does not limit or curtail the water service provided or made available by Green Valley to the area to be transferred, or limit or curtail the water service provided or made available by Green Valley outside of the CCN service area to be transferred from GVSUD to Schertz.

General Provisions

1. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED, AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN GUADALUPE, BEXAR OR COMAL COUNTY, TEXAS, AS APPLICABLE, AND IT IS AGREED THAT ANY CIVIL ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH, SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN GUADALUPE COUNTY, TEXAS. IT IS AGREED THAT ANY ADMINISTRATIVE LAW ACTION BROUGHT TO

ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HERewith SHALL BE BROUGHT AT THE PUC OR ITS SUCCESSOR AGENCY.

2. **Severability.** In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
3. **Unintended Omission.** If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Agreement shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.
4. **Amendment.** This Agreement shall not be amended or terminate except by an instrument signed by all parties to this Agreement.
5. **Entire Agreement.** This Agreement reflects the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith.
6. **Non-Substantive Mapping Changes.** The Parties agree that non-substantive corrections or changes may be made to the boundaries reflected in Exhibits A through C, including but not limited to those revisions recommended by PUC Staff, to effectuate the purposes of this Agreement.
7. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed on original, and all of which together shall be construed as one and the same instrument.
8. **Amendment.** This Agreement shall not be amended or terminated except by an instrument signed by Schertz and Green Valley's duly authorized representatives.
9. **Notice.** All correspondence, communications and notices to Schertz shall be directed to:

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 N. Main Avenue
San Antonio, Texas 78212

Attention: T. Daniel Santee

All notices to Green Valley shall be in writing, directed to:

Green Valley SUD
Attention: General Manager
P.O. Box 99
Marion, TX 78124

With a copy to:

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

All notices to Landowners shall be in writing, directed to:

OVSS-Cibolo LLC
c/o Olympus Ventures LLC
6600 France Avenue South, Suite 550
Minneapolis, MN 55435

David S. Marbach
21001 Old Wiederstein Rd
Cibolo, Texas 78108

With a copy to:

The Jones Law Firm PC
3724 Jefferson St., Suite 310
Austin, Texas 78731
Attention: Will Jones

When this Contract requires the Parties to provide notice to each other, the notice shall be in writing. Notices must be addressed, hand-delivered, or emailed only to the person designated for receipt of notice. A mailed notice shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested, postage prepaid. Hand-delivered notices are considered delivered only when the addressee receives those notices. Notices delivered by email are considered delivered three (3) business days after transmittal or when received by the addressee, whichever is earlier. The Parties may make routine communications by first class mail, email, or other commercially accepted means. The Parties shall have the right from time to time to change their respective addresses, and each shall have the right

to specify as its address any other address within the United States of America by at least five (5) days' written notice to the other Party.

10. Notice Required by PUC. Schertz and Green Valley each shall provide public notice of this Agreement by posting the agenda of its open meeting at which this Agreement is considered and approved by its governing body, in accordance with the Texas Open Meetings Act, Tex. Gov't Code Chapter 551, and by documenting the approval hereof through its official minutes. Schertz and GVSUD agree to cooperate to provide any additional form of notice require by the PUC to effectuate this Agreement.

11. Successors and Assigns. This Agreement shall bind the Parties and their legal successors but shall not otherwise be assignable by any Party without prior written consent of the other Parties. The Parties agree that all of the respective obligations of each of the Parties shall bind that Party and shall apply to and bind any successors or assigns of that Party.

12. Governing Law/Venue. This Agreement shall be governed, construed, and interpreted in accordance with the Constitution and laws of the State of Texas. All acts required or permitted to be performed hereunder are performable in Guadalupe County, Texas, and actions taken by any Party in connection with this Agreement shall be deemed to have occurred in Guadalupe County, Texas. It is agreed that any civil action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in connection herewith, shall be brought in a court of competent jurisdiction sitting in Guadalupe County, Texas. It is agreed that any administrative law action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in connection herewith, shall be brought at the PUC or its successor agency.

13. Unintended Omission. If any punctuation, clause, word, sentence, or provision necessary to give meaning, validity or effect to any other word, clause, sentence, or provision appearing in this Agreement shall be omitted hereof, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

14. Multiple Originals. This Agreement may be executed in any number of counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument. The Effective Date shall be the date on which the last party executed the Agreement.

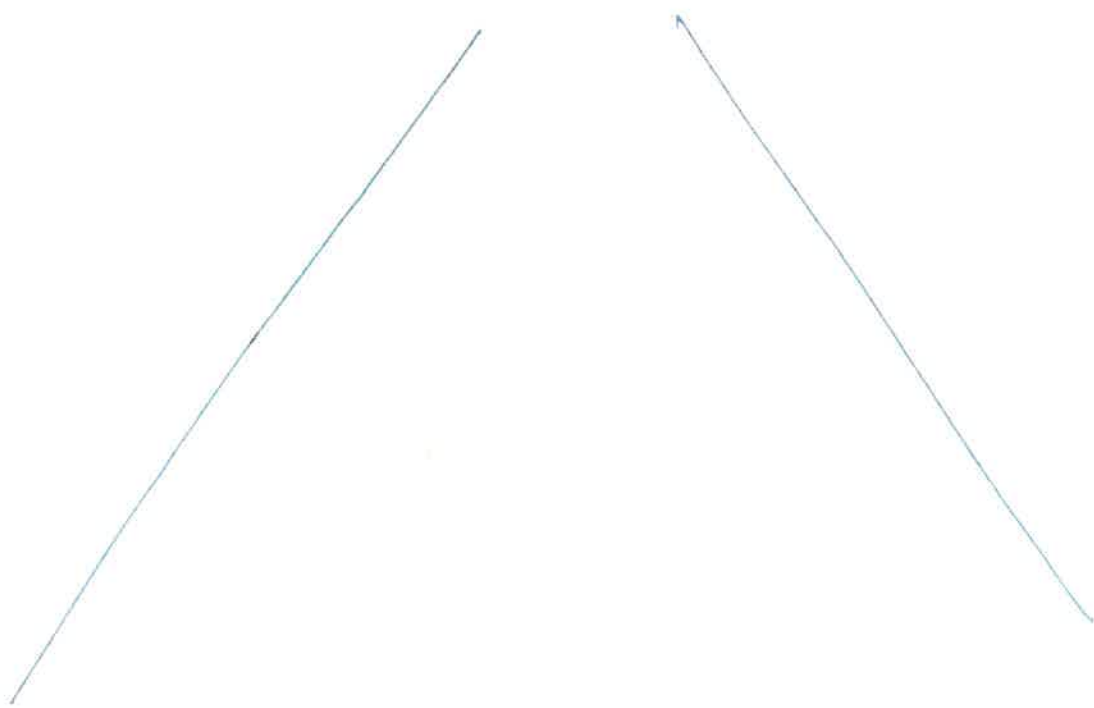
15. Authority. The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.

16. Enforceability. The Parties agree that this Agreement constitutes the legal, valid and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY OF SCHERTZ,
for itself and its municipally-owned utility

By: _____

(Printed name and office)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

GREEN VALLEY SPECIAL UTILITY DISTRICT

By: _____

(Printed name and office)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

OVSS-Cibolo LLC

By: 

(Printed name and office)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.



DAVID S. MARBACH

EXHIBIT A

Map of City of Schertz's water CCN No. 10645

EXHIBIT B

Map of Green Valley Special Utility District water CCN No. 10646

EXHIBIT C

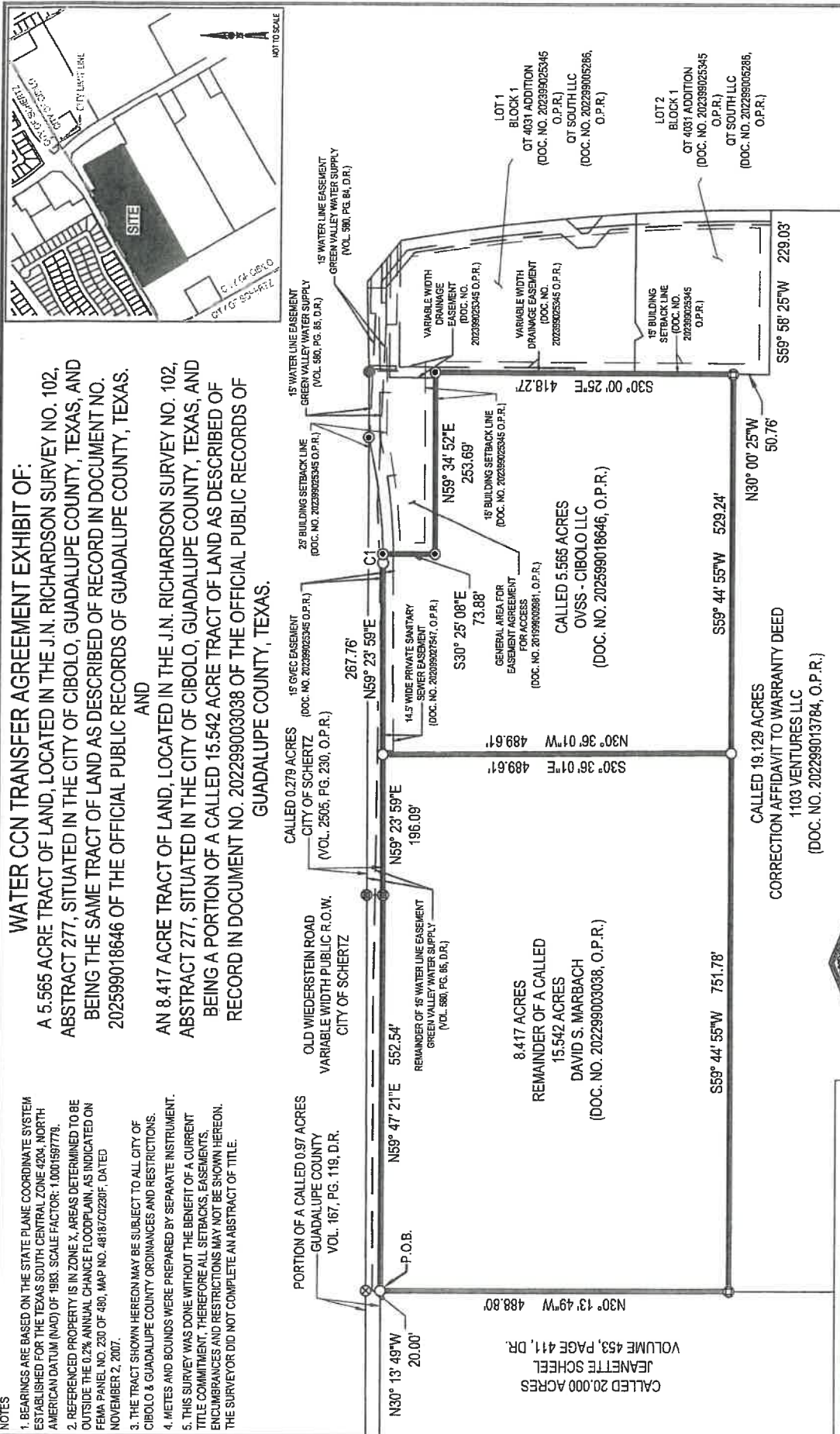
Map of the 13.98 acre Transfer Property

WATER CCN TRANSFER AGREEMENT EXHIBIT OF:

WATER CCN TRANSFER AGREEMENT EXHIBIT OF:
A 5.565 ACRE TRACT OF LAND, LOCATED IN THE J.N. RICHARDSON SURVEY NO. 102,
ABSTRACT 277, SITUATED IN THE CITY OF CIBOLO, GUADALUPE COUNTY, TEXAS, AND
BEING THE SAME TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO.
202599018646 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

AND

AN 8.417 ACRE TRACT OF LAND, LOCATED IN THE J.N. RICHARDSON SURVEY NO. 102, ABSTRACT 277, SITUATED IN THE CITY OF CIBOLO, GUADALUPE COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 15.542 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 202299003038 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.



MATKINHOVER
ENGINEERING
& SURVEYING

HEADQUARTERS SUITE 300
10000 W. 10TH AVE.
DALLAS, TEXAS 75246
OFFICE: 502.249.0600 FAX: 502.249.0660

HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

DAVID E. KING
DATE: APRIL 15, 2026
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6272
E-MAIL: DJKING@MATKIN-HOOVER.COM
JOB NO. 25-41032

LEGEND

POINT OF BEGINNING
FOUND 1/2" IRON ROD
SET 1/2" IRON ROD WITH
STAMPED "MATHIN-HO"
FOUND 1/2" IRON ROD
PLASTIC CAP STAMPED
FOUND 1/2" IRON ROD
PLASTIC CAP STAMPED
FOUND 1/2" IRON ROD
CAP STAMPED "KOCH"
FOUND 3" METAL POST

SCALE: 1" = 200'

EXHIBIT C

FIELD NOTES FOR AN 8.417 ACRE TRACT OF LAND

An **8.417 acre** tract of land, located in the J.N. Richardson Survey No. 102, Abstract 277, situated in the City of Cibolo, Guadalupe County, Texas, and being a portion of a called 15.542 acre tract of land as described of record in Document No. 202299003038 of the Official Public Records of Guadalupe County, Texas. Said **8.417 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod set with red plastic cap stamped "Matkin Hoover Eng. & Survey" in the southeasterly right-of-way line of Old Wiederstein Road, a variable width public right-of-way, also being the southeast line of a called 0.97 acre tract of land as described in Volume 167, Page 119 of the Deed Records of Guadalupe County, Texas, and marking the west corner of the herein described parcel, and from which a 1/2" iron rod found for the north corner of the called 20 acres as described in Volume 453, Page 411 D.R., and the west corner of the original called 15.542 acres bears, N 30° 13' 49" W, a distance of 20.00 feet;

THENCE: Along the southeasterly right-of-way line of Old Wiederstein Road, the southeasterly line of the called 0.97 acres, and the southeasterly line of the called 0.0279 acres as described in Volume 2505, Page 230 O.P.R., the following two (2) courses and distances:

1. N 59° 47' 21" E, a distance of **552.54 feet** to a 3" metal post found for the east corner of the called 0.97 acres, and the south corner of the called 0.0279 acres, and
2. N 59° 23' 59" E, a distance of **196.09 feet** to a 1/2" iron rod set with red plastic cap stamped "Matkin Hoover Eng. & Survey" for the west corner of the called 5.565 acres as described in Document No. 202599018646 O.P.R., and marking the north corner of the herein described parcel;

THENCE: S 30° 36' 01" E, a distance of **489.61 feet**, along the southwesterly line of the called 5.565 acres to a 1/2" iron rod set with red plastic cap stamped "Matkin Hoover Eng. & Survey" in the northwesterly line of the called 19.129 acres as described in Document No. 202299013784 O.P.R. and the southeasterly line of the original called 15.542 acres, for the south corner of the called 5.565 acres, and marking the east corner of the herein described parcel;

THENCE: S 59° 44' 55" W, a distance of **751.78 feet**, along the common line between said remaining portion of the 15.542 acre tract and said 19.129 acre tract, to a 1/2" iron rod found with green plastic cap stamped "MLS CO. RPLS 5846" in the northeasterly line of the called 20 acres for the west corner of the called 19.129 acres, the south corner of the original called 15.542 acres, and marking the south corner of the herein described parcel;

THENCE: N 30° 13' 49" W, a distance of **488.80 feet**, along the northeasterly line of the called 20 acres, back to the **POINT OF BEGINNING** and containing **8.417 acres** of land situated in the City of Cibolo, Guadalupe County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. Field work performed in April, 2025. Scale factor: 1.0001597779.



Job # 25-4032 8.417 Acres
Date: April 15, 2026

EXHIBIT C**FIELD NOTES FOR A 5.565 ACRE TRACT OF LAND**

A **5.565 acre** tract of land, located in the J.N. Richardson Survey No. 102, Abstract 277, situated in the City of Cibolo, Guadalupe County, Texas, and being a portion of a called 15.542 acre tract of land as described of record in Document No. 202299003038 of the Official Public Records of Guadalupe County, Texas. Said **5.565 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod with an orange plastic cap stamped "MLS Co. RPLS 5846" in the southeasterly right-of-way line of Old Wiederstein Road, a variable width public right-of-way, also being the southeast line of a called 0.279 acre tract of land as described in Volume 2505, Page 230 of the Official Public Records of Guadalupe County, Texas, for the most westerly corner and a point of curvature of Lot 1, Block 1 of the QT 4031 Addition, a subdivision plat of record in Document No. 202399025345 of the Official Public Records of Guadalupe County, Texas and for a northerly corner of the tract described herein;

THENCE: Departing the southeasterly right-of-way line of Old Wiederstein Road and with the westerly lines of said QT 4031 Addition, the following two (2) courses:

1. **S 30° 25' 08" E**, a distance of **73.88 feet** to a found $\frac{1}{2}$ " iron rod with an orange plastic cap stamped "MLS Co. RPLS 5846" for corner, and
2. **N 59° 34' 52" E**, a distance of **253.69 feet** to a found $\frac{1}{2}$ " iron rod with an orange plastic cap stamped "MLS Co. RPLS 4612" for a westerly interior corner of said Lot 1, in the east line of said 15.542 acre tract and for the northeast corner of the tract described herein;

THENCE: **S 30° 00' 25" E**, with the common line between said Qt 4031 Addition and said 15.542 acre tract, a distance of **418.27 feet** to a found $\frac{1}{2}$ " iron rod with a green plastic cap stamped "WAL 10111700" for a northerly corner of a called 19.129 acre tract of land as described of record in Document No. 202299013784 of the Official Public Records of Guadalupe County, Texas, for the southeast corner of said remaining portion of the 15.542 acre tract and the tract described herein;

THENCE: **S 59° 44' 55" W**, with the common line between said remaining portion of the 15.542 acre tract and said 19.129 acre tract, a distance of **529.24 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for the southwest corner of the tract described herein, from which a found $\frac{1}{2}$ " iron rod with a green plastic cap stamped "WAL 10111700" for the most westerly corner of said 19.129 acre tract, and in the northeast line of a called 20.000 acre tract of land as described of record in Volume 453, Page 411 of the Deed Records of Guadalupe County, Texas bears, **S 59° 44' 55" W**, a distance of 751.78 feet;

THENCE: **N 30° 36' 01" W**, into said 15.542 acre tract, a distance of **489.61 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point in the southeasterly right-of-way line of Old Wiederstein Road, southeast line of a called 0.279 acre tract of land as described and conveyed to city of Schertz of record in Volume 2505, Page 230 of the Official Public Records of Guadalupe County, Texas and for the northwest corner of the tract described herein;

THENCE: With the occupied southeasterly right-of-way line of Old Wiederstein Road and the southeast line of said 0.279 acre tract, the following two (2) courses:

1. **N 59° 23' 59" E**, a distance of **267.76 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature, and
2. With a tangent curve to the left having a radius of **793.00 feet**, an arc length of **12.35 feet**, a delta angle of **0° 53' 32"** and a chord bears, **N 58° 57' 13" E**, a distance of **12.35 feet** to the **POINT OF BEGINNING** and containing **5.565 acres** of land situated in the City of Cibolo, Guadalupe County, Texas.

EXHIBIT C

ENGINEERING
& SURVEYING

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. Field work performed in April, 2025. Scale factor: 1.0001597779.



Job # 25-4032 5.565 Acres

Date: July 3, 2025

CITY COUNCIL MEMORANDUM

City Council Meeting: July 7, 2026
Department: City Secretary
Subject: City Council Boards, Committees, and Commissions

- **Resignations, Removals, and Expiring Terms**
 - **Economic Development Corporation: Eryn McElroy** resignation effective June 16, 2026.
 - **Parks and Recreation Advisory Board: Chris Castoro** resignation effective June 22, 2026.

BACKGROUND

In accordance with City policy and the Council Rules of Conduct and Procedure, periodic appointments, reappointments, and resignations/removals/term-ending appointments to/from City boards, commissions, and committees are presented for City Council consideration. The following individuals are recommended accordingly:

Resignations

Economic Development Board: Eryn McElroy effective with appointment of replacement (June 16, 2026)

Parks and Recreation Advisory Board: Chris Castoro effective June 22, 2026, no longer a resident of Schertz.

CITY COUNCIL MEMORANDUM

City Council Meeting: July 7, 2026
Department: Emergency Medical Services
Subject: Resolution 26-R-077 - Authorizing a Purchase Agreement with Sterling McCall Ford for one ambulance re-mount for Fiscal Year 2026/2027 (S.Williams/J.Mabbitt)

BACKGROUND

The EMS Department currently has a fleet of thirteen (13) ambulances, eight (8) of these ambulances are "front-line" or are in-service at any given time, which leaves a reserve fleet of five (5) ambulances. A goal is to have five (5) reserve ambulances to allow our fleet department time to "down" each ambulance for preventative and safety checks. As of June 1, mileage for these ambulances ranges from 5,300 to over 200,000 miles:

Unit #	Year	Mileage
275	2013	232,392
276-B	2024	104,051
277-B	2024	60,811
278-B	2020	107,272
279-B	2022	86,346
280-B	2024	46,574
281-B	2025	5,311
*282	2020	198,088
283	2021	117,945
284	2022	142,090
285	2022	110,553
286	2023	92,106
287	2024	8,862

*currently being re-mounted

After coordination with the Fleet Department and inline with our vehicle replacement program, it was decided to purchase this ambulance from Frazer through Sterling McCall Ford (for the chassis). Frazer is a HGACBuy Purchasing Cooperative program participant, and the ambulances are built here in Texas. Like our previous ambulances, this ambulance will be mounted on a Ford chassis. This will be a re-mount ambulance for ambulance Unit #284.

Due to COVID-19, ambulance manufacturers have lengthened their build times (mainly due to

chassis delays) and to have our ambulance built in FY27 we need to have a Purchase Agreement signed to save a chassis for the build. Final purchase will be dependent on final approval of the FY27 budget.

GOAL

Authorizing the City Manager to sign a Purchase Agreement with Sterling McCall Ford for the intent to purchase one (1) ambulance re-mount for FY27.

COMMUNITY BENEFIT

The items purchased from Frazer are in support of EMS response to the communities served.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approving the attached resolution authorizing the City Manager to sign a Purchase Agreement with Sterling McCall Ford for the purchase of one (1) ambulance re-mount for FY27.

FISCAL IMPACT

This ambulance will be purchased in FY27 contingent on approval of the FY27 budget. The total amount quoted for this ambulance is \$223,600.00.

RECOMMENDATION

Staff recommends approval of Resolution No. 26-R-077.

Attachments

Resolution 26-R-077 with attachments

RESOLUTION 26-R-077

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AGREEMENT WITH STERLING MCCALL FORD FOR THE PURCHASE OF ONE (1) AMBULANCE RE-MOUNT FOR FISCAL YEAR 2026/2027.

WHEREAS, the Schertz EMS Department has chosen Sterling McCall Ford and Frazer, a HGACBuy Purchasing Cooperative vendor, for the purchase of one (1) Ford Ambulance; and

WHEREAS, the total cost of one ambulance will be no more than \$223,600.00; and

WHEREAS, this purchase will be funded with budgeted operating costs from the FY27 approved budget; and

WHEREAS, HGACBuy Purchasing Cooperative is a national online purchasing cooperative, developed to comply with state laws which require government entities to make purchases through a competitive procurement process; and

WHEREAS, HGACBuy Purchasing Cooperative gives public entities the advantage of leveraging the cooperative's ability to obtain bulk discounts, combined with the ease of online, web-based shopping and ordering; and

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in cooperative purchasing programs with one or more local governments or cooperative organizations; and

WHEREAS, Section 271.102(c) of the Texas Local Government Code provides that a local government that purchases goods or services under Chapter 271, Subchapter F satisfies any state law requiring the local government to seek competitive bids for the purchase of such goods or services;

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 sign a Purchase Agreement with Sterling McCall Ford attached in Exhibit A for one ambulance.

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 – Purchase Agreement

Purchase Agreement

This PURCHASE AGREEMENT made this 29th day of May , 2026 between ("Vendor") Sterling McCall Ford located at 6445 Southwest Freeway Houston, TX 77074 - and City of Schertz EMS located at 1400 Schertz Pkwy, Bldg 7 Schertz TX 78154 ("Customer"). WHEREAS, Vendor desires to sell and Customer desires to purchase certain products, and/or services more specifically described in Z5517-1 dated 5/29/2026 for the total amount of \$223,600.00 (hereafter "Products"),

Chassis details

- Chassis Make: Ford
- Chassis Model: F-450
- Qty ordered: 1
- Quoted chassis price (each): \$77,250

NOW THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. Vendor agrees to sell and schedule pickup/delivery as described in Z5517-1 dated 5/29/2026 and Customer shall purchase from Vendor, the Products for the prices as set forth in detail on Z5517-1 dated 5/29/2026
2. The sale of the Products is governed by the terms and conditions set forth on Exhibit A, which is attached hereto and made a part hereof.
3. The Term of this Agreement shall commence on 5/29/2026 and expire 1 year from execution date or upon unit completion and acceptance, whichever is later.
4. If the parties have entered into any additional covenants, promises, terms and conditions not otherwise specified herein or in any schedule or Exhibit hereto, said special provisions shall be set forth in Exhibit A. If there shall be any conflict within the provisions of this Agreement, the following order of priority shall apply: this PURCHASE AGREEMENT, Exhibit A, Customer's purchase order, Vendor's invoice.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first above written.

Title Information
Enter Exactly as it needs to appear

Owner Lien Holder (If Applicable)
Name:
Address:
Name:
Address:

Purchase Agreement Signature Page

City of Schertz EMS

Sign: _____

Print: _____

Title: _____

Date: _____

Insert Vendor Name (if applicable)

Sign: _____

Print: _____

Title: _____

Date: _____

Frazer, Ltd.

Sign:  _____

Print: Adam Fischer

Title: Vice President, Sales & Marketing

Date: _____

LIST OF EXHIBITS:

EXHIBIT A: Standard Terms and Conditions

EXHIBIT A

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be submitted in writing to sales@frazerbilt.com at least 180 days before the projected production completion date. Failure to adhere to this timeline may result in the application of a cancellation fee amounting to 25% of the total purchase order price.

CHASSIS PAYMENT CONSIDERATION: Please note that payment for the chassis may have been issued prior to the 180-day cancellation window. Therefore, cancellation requests or refunds pertaining to the chassis will be at the discretion of the respective dealerships.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production

job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

MARKET VOLATILITY AND FEATURE AVAILABILITY: Frazer strives to maintain transparency and proactive communication with its customers. Due to market volatility, supply chain disruptions, or other unforeseen circumstances, certain options, brand names, materials, or features may become unavailable during the production process. In such instances, Frazer will notify the customer promptly and work collaboratively to identify and implement suitable alternatives that uphold the functionality, quality, and design standards of the product. Frazer appreciates the customer's understanding as it navigates these challenges and remains committed to delivering products that meet or exceed customer expectations.

IMPORT DUTIES AND TARIFF DISCLAIMER:

The pricing provided in this estimate is based on current market conditions as of the date of issuance and does not account for potential import duties, tariffs, or other fees that may be imposed on goods imported from non-U.S. countries. Should such charges come into effect prior to the fulfillment of the order, these additional costs may be reflected in the final pricing. Frazer will provide timely notice of any such changes, including a detailed explanation of the impact, and will work in good faith with the customer to minimize any adverse effects. Frazer values its relationship with the customer and encourages open communication to address any questions or concerns that may arise.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve the Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

Customer Quote



5/29/2026 7:16:13 PM

Estimate No: Z5517-0001
Quote Date: 5/29/2026
Expiration Date: 7/15/2026
Salesperson: TR
Payment Terms: Due on Delivery

Invoice To: 11338
City of Schertz EMS
1400 Schertz Pkwy, Bldg 7
Schertz TX 78154
US

Deliver To:
City of Schertz EMS
1400 Schertz Pkwy, Bldg 7
Schertz TX 78154
US

Order Instructions:

TERMS:
The unit will be invoiced approximately 30 days prior to vehicle completion and is due upon acceptance of the completed unit, unless alternate terms have been approved in writing.
All ownership documentation—including the Manufacturer’s Statement of Origin (MSO), Buyer’s Order, and delivery paperwork—will be held until full payment of all open invoices has been received. This won’t delay you from inspecting or taking delivery—but you won’t receive the paperwork until payment is complete.
TERMS:
A progress payment for the chassis portion will be invoiced upon arrival at the dealership and is due within 30 days of the invoice date. The remaining balance will be invoiced approximately 30 days prior to vehicle completion and is due upon delivery of the completed unit, unless alternate terms have been approved in writing.

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE-EMS-X Type I 12XT, Remount	1.00	EA	\$	140,750.00	\$	140,750.00
2	CHASSIS 2027 Ford F-450 Gas 4x2	1.00	EA	\$	77,250.00	\$	77,250.00
This chassis price is derived from the latest information provided by Ford. The exact pricing details will not be available until the chassis physically arrives at the dealership, at which juncture adjustments to this price may be made. In the event of any price adjustment, you will receive written notification detailing the changes							
3	DELIVERY Delivery Charge (Miles)	1.00	M	\$	0.00	\$	0.00
Customer must pick up in Houston at Frazer or additional delivery charges will apply							
4	SpecDoc Configurable item to create the SpecDoc	1.00	EA	\$	0.00	\$	0.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. .

Customer Quote



5/29/2026 7:16:13 PM

Estimate No: Z5517-0001
Quote Date: 5/29/2026
Expiration Date: 7/15/2026
Salesperson: TR
Payment Terms: Due on Delivery

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount
5	HGAC-RMT	1.00	EA	\$	600.00	\$	600.00
	Contract No. AM10-23						
6	CONTINGENCY	1.00	EA	\$	5,000.00	\$	5,000.00
	Customer Contingency Fund						

Remit To:

Frazer, Ltd.
7219 Rampart St.
Houston TX 77081

Sale Amount: 223,600.00
Order Disc(0.0000%): 0.00
Surcharge: N/A
Sales Tax: 0.00
Misc Charges: 0.00
Total Amount: 223,600.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :



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For your convenience, all module pricing has been itemized below per quote Z5517-0001 for City of Schertz
EMS :

Base Module	\$	52,000.00
Chassis Exterior	\$	36,875.00
Module Exterior	\$	31,075.00
Chassis Interior	\$	8,300.00
Module Interior	\$	12,500.00
Module Total	\$	140,750.00

Items included in above totals:

1. Pricing Model Year: 2026	\$	
2. Old Chassis: Customer Will Pick Up - Make Road Ready	\$	incl
3. Type I - Truck Front End with Modular Body 12' XT Module	\$	incl
4. This is a CAAS GVS v4.0 Unit	\$	incl

Chassis Exterior:

5. 2 Chassis Keys Provided	\$	incl
6. Chassis Paint Layout: Paint All Two Tone - FLNA 92772 and FLNA 10707	\$	8,925.00
7. Chassis : 2026 Ford F-450, Gas, 4x2, Regular Cab, 84" Cab to Axle, Z1 - Oxford White	\$	incl
8. Suspension: LiquidSpring	\$	18,550.00
9. Wheel type: Factory Steel	\$	incl
10. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator	\$	475.00
11. Road Force Elite tire and wheel balancing	\$	incl
12. Chassis Steps: Luverne Running Boards	\$	1,650.00
13. Grille Guard: Full Replacement Bumper	\$	2,825.00
14. Siren Amplifier: Whelen Howler	\$	2,075.00
15. Ceramic Window Tint on Chassis Doors	\$	575.00
16. Passenger's side Grille Light: Whelen M6 Red Light	\$	175.00
17. Driver's side Grille Light: Whelen M6 Blue Light	\$	175.00
18. Passenger's side Intersect Light: Whelen M6 Blue Light	\$	175.00
19. Driver's side Intersect Light: Whelen M6 Red Light	\$	175.00
20. Additional Grille Guard Driver Side Light: Whelen M4 Red/Blue Light	\$	550.00
21. Additional Grille Guard Passenger Side Light: Whelen M4 Blue/Red Light	\$	550.00

Chassis Exterior Subtotal \$ 36,875.00



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Module Exterior:

22. Remove old Onan power source and ship loose	\$	incl
23. New Power Source: Onan 5.5kW Generator	\$	11,925.00
24. Stripe Chassis only	\$	incl
25. Solid Color Conspicuity Squares on Entry Doors	\$	550.00
26. Conspicuity Strips with Chevrons on Compartment Doors	\$	475.00
27. Hidden Switch Behind the Driver's Side Rear Bumper End Cap	\$	400.00
28. Dri-Deck in Applicable Exterior Compartments	\$	475.00
29. Keep Existing - Dual 20/30 Amp Kussmaul Auto Eject w/ Yellow covers on Rear Wall	\$	incl
30. Keep Existing - Sierra Wireless modem in the electrical compartment, battery hot, with antenna on module roof at location #2	\$	incl
31. UNOC #3057 - Remove and reinstall ground lights beneath chassis steps; reconnect all existing ground lights to new chassis controls	\$	925.00
32. Old A/C Unit: Save & Ship Loose	\$	incl
33. New Dometic A/C with Exhaust Fan	\$	9,550.00
34. All Cladding/Treadbrite: New	\$	1,500.00
35. Rear Wall Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	300.00
36. Rear Wall Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	300.00
37. Labor for Removing Old Lights and Installing New lights	\$	250.00
38. Lower BTTs: 2 Grote Lights on each side	\$	incl
39. New Rear Bumper	\$	1,150.00
40. New Door Grabbers	\$	250.00
41. New Cast License Plate Light	\$	250.00
42. UNOC #2841 - Furnish and install (2) Whelen M6 back-up lights and (2) Whelen M6 BTT lights on rear treadbrite, in lieu of Grote lights (on a remount)	\$	1,225.00
43. Reconnect Door Locks on Entry Doors and Compartments	\$	1,550.00
Module Exterior Subtotal		\$ 31,075.00

Chassis Interior:

44. Aftermarket Vinyl Seats	\$	1,375.00
45. Siren Speakers: Whelen SA 315 Speakers	\$	incl
46. Tap-2 on Primary Siren	\$	incl
47. Siren Option: Whelen C9 Siren in Console	\$	incl
48. Mic 1 shipped loose	\$	incl



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49. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
50. Slot 1: Single Slot Switch Panel	\$	incl
51. Slot 2: Radio Plate: 7.5 L X 2.5 W opening dims Item ID 2398	\$	incl
52. Slot 3: Siren 1	\$	incl
53. Slot 4: Single Blank	\$	incl
54. Kussmaul USB/USB-C Device at Console	\$	400.00
55. Console Switch Layout : Primary - Secondary - Howler - Kussmaul USB/USB-C - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Start/Stop Genset -	\$	incl
56. New Armrest	\$	400.00
57. Console Layout: 4-Slot Console without Base	\$	incl
58. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	\$	325.00
59. Front of Console: 12VDC wired Battery Hot	\$	500.00
60. Rear of Console: Single Mapholder	\$	400.00
61. Chassis Rear Wall: 2 High Glove Box Holder	\$	325.00
62. Back-up warning system with speaker installed inside the console	\$	1,550.00
63. Secure-Idle Anti-Theft System	\$	1,050.00
64. UNOC #604 - Remove and reinstall Digital Ally DVM 250 monitor built into rear view mirror/DVR - connected to a forward facing and a driver facing camera - Remove and resintall rear wall back-up camera - System will already be programmed (ensure proper connections are noted before removal and restored when reinstalled) - Red sensor wire to reverse signal, brown wire to primary	\$	1,225.00
65. UNOC #1057 - Remove and reinstall radio equipment in chassis: - <Make & Model> radio head in console slot 2; <how wired?> - Reconnect to radio base in Electrical Compartment - Reconnect to Antenna on module roof location 3 - Mic on D/S console slot 2 - Speaker on rear of map holder on rear of console, facing up	\$	375.00
66. UNOC #2645 - Remove and reinstall docking station at console, as previously installed (see check-in pics); install customer provided power supply in console, battery hot	\$	275.00
67. UNOC #1593 - Remove and reinstall flashlight charger on D/S of console slot 1; wired battery hot	\$	100.00
68. *Note to Engineering: Kussmaul at switch panel to be dual USB	\$	incl
Chassis Interior Subtotal		\$ 8,300.00



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Module Interior:

69. New Gunmetal Grey Interior Trim	\$	600.00
70. New Protek Cushions at the CPR Seat and Squad Bench	\$	2,225.00
71. 5 lb. ABC Fire Extinguisher with SAE Compliant Bracket: Ship Loose with Fire Extinguisher Compliance Guidelines	\$	225.00
72. 5 lb. ABC Fire Extinguisher with SAE Compliant Bracket: Ship Loose with Fire Extinguisher Compliance Guidelines	\$	225.00
73. Keep Existing Drug Box at Driver Side Front Corner Area	\$	incl
74. Action Wall Switch Layout : Existing Switch (Interior Lights); Existing Switch (Dimmer); Existing Switch (Vent Fan); Ventilation Fan;	\$	incl
75. Keep Existing Standard IV Pump Bar Beneath Aft End of the Action Wall Cabinet	\$	incl
76. Keep Existing Sharps Container Bracket at Action Wall	\$	incl
77. Keep Existing Action Wall Acrylic Holder	\$	incl
78. Single CPR Seat	\$	incl
79. A/C Vent Plate Perko Clip	\$	150.00
80. Rear Door Switch Layout : Acknowledge; Blank; Dump/Bypass (Suspension); Existing Rear Load;	\$	incl
81. Keep Existing - Clock in rear headknocker	\$	incl
82. Two Seating Positions at the Squad Bench - 2 and 3	\$	incl
83. Keep Existing Acrylic Holder and Sharps Bracket at Squad Bench	\$	incl
84. Keep Existing Glove Box & Handrail	\$	incl
85. Keep Existing Single O2 Outlet at the Squad Bench Wall	\$	incl
86. Overhead Disinfecting Lamp - Keep Existing	\$	incl
87. Stryker cot tower only (no antler and bar)	\$	incl
88. Existing Stryker Power-LOAD System - Gen 1	\$	825.00
89. New Loncoin II Onyx Floor	\$	5,025.00
90. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	3,225.00
Module Interior Subtotal		\$ 12,500.00



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Last edited by trussell on March 17 2026

Email this quote along with your PO
to Taylor Russell at trussell@frazerbilt.com

Remit To:

Per TMVCC, we are quoting this through our
licensed franchise dealer, Sterling McCall Ford.

Sterling McCall Ford
6445 Southwest Freeway
Houston, TX 77074

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be submitted in writing to sales@frazerbilt.com at least 180 days before the projected production completion date. Failure to adhere to this timeline may result in the application of a cancellation fee amounting to 25% of the total purchase order price.

CHASSIS PAYMENT CONSIDERATION: Please note that payment for the chassis may have been issued prior to the 180-day cancellation window. Therefore, cancellation requests or refunds pertaining to the chassis will be at the discretion of the respective dealerships.



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DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

MARKET VOLATILITY AND FEATURE AVAILABILITY: Frazer strives to maintain transparency and proactive communication with its customers. Due to market volatility, supply chain disruptions, or other unforeseen circumstances, certain options, brand names, materials, or features may become unavailable during the production process. In such instances, Frazer will notify the customer promptly and work collaboratively to identify and implement suitable alternatives that uphold the functionality, quality, and design standards of the product. Frazer appreciates the customer's understanding as it navigates these challenges and remains committed to delivering products that meet or exceed customer expectations.



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IMPORT DUTIES AND TARIFF DISCLAIMER: The pricing provided in this estimate is based on current market conditions as of the date of issuance and does not account for potential import duties, tariffs, or other fees that may be imposed on goods imported from non-U.S. countries. Should such charges come into effect prior to the fulfillment of the order, these additional costs may be reflected in the final pricing. Frazer will provide timely notice of any such changes, including a detailed explanation of the impact, and will work in good faith with the customer to minimize any adverse effects. Frazer values its relationship with the customer and encourages open communication to address any questions or concerns that may arise.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____



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LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.



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APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

CITY COUNCIL MEMORANDUM

City Council Meeting: July 7, 2026
Department: Parks, Recreation & Community Service
Subject: Resolution 26-R-078 - Authorizing an amendment to an agreement with Halff Associates for the West Dietz Creek Trail Project (S.Gonzalez/L.Shrum)

BACKGROUND

Council approved an agreement with Halff Associates for design services for the West Dietz Creek Trail Project with Resolution 26-R-02. The original agreement was for a NTE amount of \$331,319. At the time, it was unknown that ROW/Easement services would be needed, but after initial trail alignment was decided, it was determined that the trail needed to cross 2 parcels owned by neighborhood Homeowner's Associations (HOAs), and thus easements would be needed. Easement Acquisition and survey associated with those easements total an additional \$58,208. The easements will be for Parcels 17917 and 14567. If the HOAs are amenable to outright acquisition of the entire parcel versus an easement, then the consultants will work to facilitate that.

There are also 2 parcels in the West Dietz Creek channel that are needed for the trail project and for the Live Oak Road extension to Maske Road street project. The Engineering Department will acquire those 2 parcels through that separate project.

GOAL

Authorize an amendment to the agreement with Halff Associates to add easement acquisition services for two parcels for the design and installation of the West Dietz Creek Trail.

COMMUNITY BENEFIT

The West Dietz Creek Trail Project will add a 1.73-mile trail to the Schertz Trail system, furthering recreational opportunities in the city. Resident surveys as well as the Parks, Recreation, Open Space, and Trails Master Plan consistently identify more trails as top priority for the community.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution 26-R-078.

FISCAL IMPACT

Easement Acquisition (2 parcels)	\$43,208.00
Easement Metes and Bounds Survey	\$15,000.00

Total Services Added	\$58,208.00
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The additional cost will be funded out of the regular FY 25-26 General Fund Parks Budget.

Original Contract Amount for Professional Services	\$331,319.00
--	--------------

Revised Total for Professional Services

\$389,527.00

RECOMMENDATION

Approve Resolution 26-R-078.

Attachments

Resolution 26-R-078 with attachment

RESOLUTION NO. 26-R-078

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

WHEREAS, the City Council approved an agreement for professional services with Halff Associates, Inc. via Resolution 26-R-002, in the amount of \$331,319 for the West Dietz Creek Trail project; and

WHEREAS, the project requires additional easement acquisition services outlined in Task Order No. 4 as set forth in Exhibit A; and

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

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Halff Associates, Inc. pursuant to the On-Call Task Order Agreement attached hereto as Exhibit A (the "Agreement") in an amount of \$58,208, for a new total of \$389,527 for professional services for the project.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Task Order Agreement with Halff Associates, Inc. in accordance with their approved Master Agreement in substantially the form set forth in Exhibit A for an amount of \$58,208 for a new total of \$389,527 for professional services for the project.

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A

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

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

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

PART 3 OF 4: TASK ORDER FORM

Prepared by



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TASK ORDER NO. 4

This is Task Order No. [**4**],
consisting of 5 pages.

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

1. TASK ORDER DATA

a.	Effective Date of Task Order:	June _____, 2026
b.	Owner:	City of Schertz
c.	Engineer:	Halff Associates, Inc.
d.	Specific Project (title)	West Dietz Creek Trail - ROW Acquisition
e.	Specific Project (description):	The West Dietz Creek Trail will be an approximately 1.76 mile long, 10-foot wide concrete trail along West Dietz Creek beginning just south of Wiederstein Road crossing Savannah Drive and Maske Road, and ending at Schertz Parkway where it will connect with the Campus Exercise Trail behind the Hal Baldwin Municipal Complex. The trail will include pedestrian crossing signals at each road crossing.
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	3

2. BASELINE INFORMATION

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

Task Order.

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Page 1 of 5

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

3. SERVICES OF ENGINEER ("SCOPE")

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

Task Order.

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

4. DELIVERABLES SCHEDULE

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

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

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

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **N/A**

7. ENGINEER'S COMPENSATION

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

Description of Service	Amount	Basis of Compensation
Basic Services	\$58,208.00	Lump Sum
1. Easement Acquisition (2 Parcels)	\$43,208.00	Lump Sum
2. Easement Metes and Bounds Survey (2 Parcels)	\$15,000.00	Lump Sum
GRAND TOTAL	\$58,208.00	Lump Sum

Task Order.

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

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

- A. **N/A**

9. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A Task Order—Engineer's Services Under Task Order
- B. Exhibit B to Task Order—Task Order Deliverables Schedule **(N/A)**
- C. Exhibit C to Task Order – Refer to Section 7, Engineer's Compensation Table
- D. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order **(Does not apply)**
- E. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form) **(Does not apply)**
- F. Other:

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

OWNER:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By: _____

Print Name: Lamberto J. Balli, PE

Title: Vice President/ Director of Public Works

Engineer's License or Firm's F-312

State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail
Address: _____

Phone: _____

Date: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Marc Zak, PLA, LI, RAS

Title: Team Leader, Planning/Landscape
Architecture

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

E-Mail
Address: mzak@halff.com

Phone: 830-455-6209

Date: June 17, 2026

Task Order.

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Exhibit A

June 15, 2026
57460.004

Lauren Shrum
Director of Parks, Recreation and Community Services
City of Schertz
10 Commercial Place, Building 1
Schertz, Texas 78154

RE: West Dietz Trail Additional Services - Easements

Dear Ms. Shrum:

We are excited to submit this proposal for additional services to provide easement acquisition services for two parcels for the design and installation of the West Dietz Trail. Services will include easement acquisition and easement metes and bounds survey. The easements will be for Parcels 17917 and 14567. Easement locations and sizes will be confirmed with the Owner prior to work being performed.

Easement Acquisition (2 parcels)	\$43,208.00
Easement Metes and Bounds Survey (2 parcels)	\$15,000.00
GRAND TOTAL	\$58,208.00

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

Sincerely,
HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Marc R. Zak", is written over the typed name.

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

CITY COUNCIL MEMORANDUM

City Council Meeting: July 7, 2026

Department: City Secretary

Subject: Resolution 26-R-075- Ordering the November 3, 2026, City of Schertz Joint General Election with Comal County, Bexar County and Guadalupe County and making a provision for the conduct of the election; authorizing contracts with the County Clerk of Comal County and the Election Administrators of Bexar and Guadalupe Counties to conduct this election and authorizing these elections to be held as Joint Elections (Mayor/S.Edmondson)

Attachments

Resolution 26-R-075

NOTICE OF ELECTION

THE STATE OF TEXAS

COUNTIES OF GUADALUPE, COMAL
AND BEXAR

THE CITY OF SCHERTZ

TO THE RESIDENTS, QUALIFIED VOTERS OF THE

CITY OF SCHERTZ, TEXAS

-----0-----

TAKE NOTICE that an election will be held in the City of Schertz, Texas on November 3, 2026, in obedience to a Resolution duly entered by the City Council of the City of Schertz on July 7, 2026, which Resolution reads substantially as follows:

RESOLUTION 26-R-075

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, CALLING AN ELECTION TO BE HELD ON NOVEMBER 3, 2026 FOR THE PURPOSE OF ELECTING COUNCILMEMBERS FOR PLACE 3, PLACE 4 AND PLACE 5 FOR A THREE YEAR TERM AND MAKING PROVISION FOR THE CONDUCT OF THE ELECTION; AUTHORIZING CONTRACTS WITH THE COUNTY CLERK OF COMAL COUNTY AND THE ELECTIONS ADMINISTRATORS OF BEXAR AND GUADALUPE COUNTIES TO CONDUCT THIS ELECTION; AUTHORIZING THE ELECTIONS TO BE HELD AS A JOINT ELECTION; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 9.01 (a) of the Home Rule Charter (the "Charter") of the City of Schertz, Texas (the "CITY"), the regular City election shall be held on the uniform election date in November, or at such other times as may be authorized or specified by State Law; and

WHEREAS, the terms of the offices of Councilmembers for Place 3, Place 4 and Place 5 will expire in November 2026 and therefore, the City is required to conduct an election to elect council members for the new term; and

WHEREAS, the City Council hereby finds and determines that holding a joint election on November 3, 2026, with eligible political subdivisions in accordance with the provisions of Texas Election Code section 271.002 is in the best interest of the City; and

WHEREAS, the City Council finds and determines that contracting for election services with the Comal County Clerk and the Election Administrators for Bexar and Guadalupe County (collectively, the "Elections Administrators") to conduct this election is in the best interest of the City; and

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

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

Section 1. An election shall be held on November 3, 2026, in and throughout the City, for the purpose of electing Councilmembers for Place 3, Place 4 and Place 5 for a three-year term to expire November 2029.

Section 2. The City will hold a Joint General Election with the Schertz-Cibolo Universal City Independent School District (the "District"), the City of Cibolo, and other political subdivisions, as provided pursuant to the provisions of joint election agreements between Comal County, Bexar County, and Guadalupe County and the City of Schertz, adopted in accordance with the provisions of Section 271.002 of the Texas Election Code, as amended.

Section 3. At said Election, the candidate receiving more than 50% of the votes for Councilmember Place 3, Place 4 and Place 5 respectively, shall be declared elected for a term to expire in November 2029.

Section 4. Any candidate desiring to have his or her name on the Official Ballot for said General Election shall, no sooner than Saturday, July 18, 2026, and no later than Monday, August 17, 2026 at 5:00 p.m., file with the City Secretary an application in writing and in the form prescribed by the Texas Election Code requesting that his or her name be placed on the Official Ballot and declaring as a Candidate for Councilmember Place 3, Place 4 and Place 5. The name of all eligible candidates whose applications have been duly and timely filed shall be placed on the ballot pursuant to a drawing as provided by law.

Section 5. The election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas, and conducted in accordance with the terms set forth in the Contracts for Election Services from Bexar, Guadalupe and Comal Counties in **Exhibit A.**

Section 6. The City Secretary is hereby designated as the election officer for the City and is hereby authorized to perform all duties and take all actions as required pursuant to the Election Services or Joint Election Agreement and is further authorized to take any additional actions required by state law.

Section 7. The Early Voting Locations established for this election are designated on **Exhibit B.** A list of the City Election Precincts Vote Centers and the polling places designated for each such election precinct are identified on **Exhibit C.**

Section 8. Polling on election day shall be held at the Vote Center Locations listed on **Exhibit C** on Tuesday, November 3, 2026, as prescribed by applicable law, and, the polls shall be open from 7:00 a.m. to 7:00 p.m.

Section 9. The Election Administrators are hereby designated as the Early Voting Clerks to conduct such early voting in the election in accordance with the provisions of the Texas Election Code. The main Early Voting places at which early voting shall be conducted for those residing respectively are in Bexar, Comal, and Guadalupe Counties.

Bobbie Koepp, Comal County Clerk, mailing address: 396 N. Seguin Avenue, New Braunfels, Texas 78130, (830-221-1230) or koeppb@co.comal.tx.us

Michele Carew, the Elections Administrator of Bexar County, mailing address: 1103 S. Frio, Suite 100 San Antonio, Texas 78207, (210-335-8683) and <https://BexarCountyElections@bexar.org>

Teresa Kiel, County Clerk-Interim Elections Administrator of Guadalupe County, mailing address: 3251 State Highway 123 North, Seguin, Texas 78155, (830-303-6363), <https://www.guadalupe.tx.gov/page/elections.home>

Section 10. Early voting shall be conducted from Monday, October 19, 2026, through Friday, October 30, 2026, with some exceptions of certain Saturdays, Sundays, and official State holidays. The locations and hours for the early voting are attached to this Resolution as **Exhibit B.**

Section 11. The anticipated fiscal impact of conducting the election is currently estimated to be \$22,000.00.

Section 12. All resident qualified voters of the City shall be permitted to vote at any of the Early Voting locations designated in Comal, Bexar, or Guadalupe County. On Election Day, such voters shall vote at any Polling Place/Vote Centers located in their designated election county (Comal, Bexar, and Guadalupe). The election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, and as may be required by any other law. All election materials and proceedings shall be printed in both English and Spanish.

Section 13. A substantial copy of this Resolution shall serve as proper notice of the Election. The City Secretary shall post and publish the election notice as required by the Texas Election Code.

Section 14. The Council authorizes the City Manager, or his/her designee, to negotiate and enter into one or more joint election agreements with other governmental organizations in accordance with the provisions of the Texas Election Code in such form as shall be approved by the City Manager, or his/her designee.

Section 15. The Council authorizes the City Manager, or his/her designee, to negotiate and enter into contracts with the County Clerk and Elections Administrators to conduct the Election in accordance with the provisions of the Texas Election Code in such form as shall be approved by the City Manager, or his/her designee.

Section 16. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 17. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters ordered herein.

Section 18. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 19. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council hereby declares that this Resolution would have been enacted without such invalid provision. The Council hereby authorizes the Mayor and the City Secretary of the City to make such technical modifications to this Resolution that are necessary for compliance with applicable Texas or Federal Law or to carry out the intent of this Council, as evidenced herein.

Section 20. All exhibits provided for herein are incorporated by reference.

Section 21. 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 22. This Resolution shall be in force and effect from and after its final passage and any publication required by law.

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

City of Schertz

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

EXHIBIT A
CONTRACTS WITH BEXAR, COMAL AND GUADALUPE COUNTIES

EXHIBIT B
EARLY VOTING LOCATIONS

EXHIBIT C
ELECTION DAY VOTE CENTER LOCATIONS

CITY COUNCIL MEMORANDUM

City Council Meeting: July 7, 2026
Department: City Secretary
Subject: Ordinance 26-M-029 - Amending Council Rules of Conduct and Procedure: Appointment Process for City Council Liaison Positions (Mayor/S.Edmondson/S.Courney)

BACKGROUND

The City Council held a Workshop Meeting on June 16, 2026, to discuss and codify the City Council Liaison selection process.

Historical records indicate that on July 22, 2022, Council approved Ordinance 22-M-29 which added *Section 5.3 - Appointment Procedures for City Council Liaison Positions to the City of Schertz Boards, Commissions, and Committees* to the Council Rules of Conduct and Procedure.

On November 14, 2023, Council approved Ordinance 23-M-28, which amended *Article 2 - General Rules* and *Article 12 - Citizen Rights*. However, the Council Rules of Conduct and Procedure attached to that ordinance did not include Section 5.3, which had been adopted by Ordinance 22-M-29. Likewise, the subsequent amendment approved on February 17, 2026, through Ordinance 26-M-028, adding *Article 14 - Council Training and Travel Policy* also did not include Section 5.3.

As a result, the current version of the Council Rules of Conduct and Procedure does not contain provisions governing the appointment procedures for City Council Liaison positions.

The revisions recommended by City Council during the June 16, 2026, Workshop Meeting are documented in the workshop meeting minutes included in the agenda packet and have been incorporated into Ordinance 26-M-029 for Council consideration.

GOAL

To document the functions, responsibilities, and appointment process for Council Liaisons in a single, centralized policy by consolidating the Council Liaison provisions contained in the Code of Ethics, adopted by Ordinance 18-M-06, with the appointment procedures for City Council Liaison Positions contained in the Council Rules of Conduct and Procedure, adopted by Ordinance 22-M-29, and incorporating the City Council's recommendations from the June 16, 2026, City Council Workshop Meeting.

The consolidated policy establishes a single, comprehensive set of provisions governing Council Liaison appointments, duties, and conduct.

COMMUNITY BENEFIT

The City Council Liaison policy governs the relationship between the City Council and the City's Boards, Commissions, and Committees by establishing liaison duties, authority, limitations, conduct, expectations, and communication responsibilities. By clearly defining these roles and responsibilities, the policy promotes consistent governance and transparency in the City's advisory board and commission processes, providing residents of Schertz with a clearer understanding of how the City Council interacts with the Boards, Commissions, and Committees.

SUMMARY OF RECOMMENDED ACTION

Approve Ordinance 26-M-029 adopting the Council Liaison Policy, which consolidates the Council Liaison provisions from the Code of Ethics and the Council Rules of Conduct and Procedure into a single policy, incorporates the City Council's recommendations from the June 16, 2026, Workshop Meeting, and establishes the functions, responsibilities, conduct, and appointment procedures for Council Liaisons.

RECOMMENDATION

Approve Ordinance 26-M-029 adopting the incorporation of *Section 5.3 - Appointment Procedures for City Council Liaison Positions* into the Council Rules of Conduct and Procedure.

Attachments

Council Rules of Conduct and Procedure
Ordinance 26-M-029

**CITY OF SCHERTZ
CITY COUNCIL**

RULES OF CONDUCT AND PROCEDURE

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

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

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

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

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

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ARTICLE 1 AUTHORITY

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

ARTICLE 2 GENERAL RULES

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

- A. Quorum. Four members of the Council, not including the Mayor, shall constitute a quorum. In the absence of the Mayor, the Mayor Pro Tem or other presiding officer shall be counted for purpose of determining the existence of a quorum. If a quorum is not present, those in attendance will be named, and they may recess to a later time as permitted by State law or may hear business before them, taking no official action.
- B. Absences. In the event a Councilmember is unable to attend a meeting of the Council, the Councilmember shall notify either the Mayor or the City Secretary as soon as they become aware that they will be unable to attend. Notification may be accomplished via e-mail or telephone and must include the reason for the absence. The Mayor or presiding officer will annotate the absence at the Council meeting for the record.

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

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

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

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

ARTICLE 3 TYPES OF MEETINGS

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

ARTICLE 4 PRESIDING OFFICER AND DUTIES

- 4.1 Mayor. The Mayor, if present, shall preside at all meetings of the Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both the Mayor and the Mayor Pro Tem, the most senior Councilmember (by time of service on the Council) present shall preside.
- 4.2 Call to Order. Each meeting of the Council shall be called to order by the Mayor, or in the Mayor's absence, by the Mayor Pro Tem. In the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called to order by the most senior Councilmember (by time of service on the Council) present.
- 4.3 Preservation of Order. The presiding officer shall preserve order and decorum, prevent personalities from becoming involved during debate or the impugning of members' motives, and confine Councilmembers in debate to the question under discussion.

4.4 Rulings by Presiding Officer. The presiding officer shall rule on points of privilege, points of procedure or order, and withdrawals of motions, subject to the right of any member to appeal to the Council as set forth in Article 9 of these Rules. See Sections 9.3, 9.4, 9.5, 9.6, and 9.8.

4.5 Questions to be Stated. The presiding officer shall state all questions submitted for a vote and announce the result.

4.6 Substitution of Mayor. In the event the Mayor must relinquish the chair, the Mayor shall call upon the Mayor Pro Tem to preside if the Mayor Pro Tem is present. If the Mayor Pro Tem is not present, the Mayor may call upon the most senior Councilmember (by time of service on the Council) present to preside, but such substitution shall not continue beyond adjournment of that meeting.

ARTICLE 5 APPOINTMENT PROCEDURES

5.1 Appointment Procedure for the Mayor Pro Tem.

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

5.2 Appointment Procedure for a Councilmember.

- (a) The Council may appoint a Councilmember to a vacant seat as authorized by Section 4.06 of the City Charter.

- (b) The Council will announce and advertise on the City's website and in the City's newspaper of record that applications are being accepted for a vacant position on Council.
- (c) A due date for applications to be submitted will be set.
- (d) Applicants must meet the qualifications for a Councilmember set forth in Section 4.02 of the City Charter.
- (e) Applications will be received by the City Secretary's office and distributed to all Councilmembers.
- (f) An interview date will be set and posted for a public meeting.
- (g) Interviews of prospective candidates will be held in a public forum by a quorum of Councilmembers.
- (h) Councilmembers will discuss, and appoint by majority vote, the new member of Council at either the same meeting as the interviews or at a subsequent Council meeting.
- (i) The Council is the final judge of whether a candidate is qualified to serve as a Councilmember as set forth in Section 4.03 of the City Charter.
- (j) Council reserves the right to alter this procedure at any time by resolution or rule.

5.3 Appointment procedure for City Council Liaison Positions to the City of Schertz Boards, Commissions, and Committees

- (a) The appointed City Council Liaison must be a Councilmember and must meet the qualifications of Section 4.02 of the City Charter. In addition, to be appointed as a City Council Liaison, a Councilmember must be an elected member of the City Council and a member in good standing.
- (b) Liaison assignments shall be reviewed biennially in December of each even-numbered year, beginning 2026. The review should occur following the regular election cycle to provide an opportunity for a comprehensive reassessment of all assignments while maintaining continuity of service. Newly elected or appointed Councilmembers shall temporarily assume the assignments of their predecessors until the next scheduled review.
- (c) Council seniority shall serve as the starting point for assigning Board, Commission, and Committee Liaison positions while also providing meaningful opportunities for newer Councilmembers to serve on committees of interest. The most senior Councilmember shall begin the selection process, and Councilmembers shall make two (2) assignment selections as a time in order of seniority before proceeding to the

Commented [SC1]: Conflicts with section b that states elected or appointed. Does council want to allow councilmembers who are appointed to fill an unexpired term the ability to be assigned as a liaison?

next Councilmember. This process shall continue until all assignments have been filled.

- (d) Council shall seek to maintain continuity of assignments where appropriate while providing periodic opportunities for rotation so that Councilmembers may gain experience serving on different Boards, Commissions, and Committees over time. Assignment changes between biennial reviews may be approved by majority vote of the Council when mutually agreed upon or when circumstances such as workload, scheduling conflicts, or personal commitments warrant reassignment.
- (e) An appointed City Council Liaison may be removed from an assignment at any time by a two-thirds (2/3) vote of the members of Council.
- (f) City Council Liaison will attend meetings for observation and communication purposes only and will provide updates and information from their assigned Board, Commission, or Committee, as needed or requested by the Council.
- (g) City Council Liaisons are not ex-officio members of Boards, Commissions, or Committees to which they are assigned. Their role is to facilitate communication between the City Council and their assigned Board, Commission, or Committee not to direct or influence its actions.
- (h) City Council Liaison shall exercise caution in expressing personal or political opinions during meetings of their assigned Board, Commission, or Committee. Any comments made by a Councilmember shall be clearly identified as the Councilmember's individual opinion and shall not be represented as the position for the City Council unless authorized by Council action. Councilmembers shall also recognize that Board, Commission, and Committee members serve the community as a whole and not individual Councilmembers.
- (i) Council reserves the right to amend, suspend, or replace this procedure at any time by amendment to its rules of procedure and approved via ordinance.

ARTICLE 6 ORDER OF BUSINESS

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

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

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

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

- (a) Information Required. Any item to be on the agenda must be provided to the City Manager pursuant to a procedure established and modified by the City Manager from time to time. Each item on the agenda must contain sufficient information so that full disclosure of the item to be addressed is present so as to alert the Council and the public of the topic to be considered.
- (b) Order for Listing Items: Sponsor and Responsible Staff. The agenda shall list all items for consideration in a format recommended by the City Manager. The name of the person or persons placing an item on the agenda and the name of any expected staff presenter shall be stated on the agenda.
- (c) Copy Provided to Mavor and Councilmembers. The City Secretary shall furnish the Mayor and each Councilmember a copy of the agenda, including the proposed ordinances, resolutions, petitions, notices, or other materials as required. Copies of attachments and background material will generally be provided for the initial presentation only and should be retained by the Mayor and the Councilmembers until such time as the item is finalized.
- (d) Copy Available to Public. A copy of the agenda, with or without attachments as determined by the City Manager, shall be made available to the public at City Hall prior to the meeting. Copies of the agenda shall be available to the public at the meeting.
- (e) Order: Exception. The ordinances, resolutions, and other proposed actions shall be taken up and disposed of by the Council in the order listed in the agenda, subject to the right of the presiding officer to take up matters in a different order.
- (f) Chair Shall Not Entertain Objections. An agenda item properly placed on a future agenda by a member of Council during open session shall not be subject to objection by another member.

6.2 Communication to Mayor and Council. The City Manager shall provide the Council with a copy of each ordinance or resolution and appropriate analysis of items proposed to be acted upon by the Council at a meeting. These communications shall be delivered to the Mayor and Councilmembers along with the agenda. This information should also be retained by the Mayor and Councilmembers until such time as the item is finalized. Staff members, in making presentations to Council at a meeting of the Council, should endeavor to restrict their presentations to five (5) minutes, excluding responses to

questions by the Mayor and/or Councilmembers.

- 6.3 Approval of Minutes. Minutes may be approved without public reading if the City Secretary has previously furnished the Mayor and each Councilmember with a copy thereof.
- 6.4 Presentations by Members of Council. The agenda shall provide a time when the Mayor and each Councilmember may bring before the Council any business that person believes should be brought up during the "Requests by Mayor and Councilmembers" and "Announcements by Mayor and Councilmembers" portions of the agenda. These matters need not be specifically listed on the agenda unless the person desiring to make a comment knows prior to posting of the agenda that he/she will make such comment. In response to an unposted comment, there (1) may only be a statement of factual information in response, (2) a recitation of existing City policy, or (3) discussion regarding a proposal to place the subject on the agenda for a subsequent meeting.
- 6.5 Consent Agenda. At the direction of the City Manager (or in his absence the Deputy City Manager or Assistant City Manager) with respect to items believed to be non-controversial, the City Secretary shall place multiple items on a "Consent Agenda" portion of the agenda, subject to the right of the Mayor or any Councilmember to request at the meeting that any one or more of such items be removed from the Consent Agenda for individual consideration. Readings of ordinances shall be posted for individual consideration and shall not be included on the Consent Agenda.

ARTICLE 7 CONSIDERATION OF ORDINANCES, RESOLUTIONS, AND MOTIONS

- 7.1 Printed, Typewritten, or electronic Form. All ordinances and resolutions shall be presented to the Council only in printed, typewritten, or electronic form.
- 7.2 City Manager Review. All ordinances and resolutions shall be reviewed by the City Manager or his designee.
- 7.3 City Attorney to Approve. All ordinances and resolutions shall be approved as to form and legal content by the City Attorney, when requested by the Mayor or the City Manager.
- 7.4 Funding. All actions authorizing an expenditure of money shall include the exact source of the funds to be expended.
- 7.5 Reading of Caption Only. Upon being introduced, each proposed ordinance or resolution shall be read by caption only.
- 7.6 Ordinances. Ordinances introduced at a Council meeting shall be adopted in accordance with the city charter and state law as applicable.
- 7.7 Recording of Votes. The ayes and nays shall be taken upon the consideration of all ordinances and resolutions and shall be entered in the minutes of the Council.

- 7.8 Vote Required. Approval of every ordinance, resolution, or motion, unless otherwise required by these Rules, the Charter, or State law, shall require the affirmative vote of four (4) Councilmembers who are present and eligible to vote.
- 7.9 Tie Vote. In the event of a tie in votes on any motion, the Mayor shall cast the decisive vote in accordance with Section 4.05 of the Charter. Other Councilmembers acting as presiding officer shall not be restricted to voting only in the event of a tie.
- 7.10 Numbering Ordinances and Resolutions. The City Secretary shall assign a number to each ordinance or resolution within the records of the City.
- 7.11 Ordinance Passage Procedure. After passage, an ordinance shall be signed by the presiding officer and shall be attested by the City Secretary or Deputy City Secretary, and it shall be filed and thereafter preserved in the office of the City Secretary.

ARTICLE 8 RULES OF DECORUM

- 8.1 Recognition by presiding officer. Subject to Section 8.5, No person shall address the Council without first being recognized by the presiding officer.
- 8.2 Order. While the Council is in session, the Councilmembers must preserve the order and decorum of the meeting, and a Councilmember shall neither, by statement or otherwise, delay or interrupt the proceedings or the peace of the Council or disturb any other Councilmember while speaking or refuse to obey the orders of the presiding officer. Councilmembers are expected to remain on the dais during a Council meeting unless they have good cause to vacate.
- 8.3 Presiding Officer. The Mayor or Mayor Pro Tem or such other member of the Council who is serving as the presiding officer may participate in debate, subject only to such limitations of debate as are the rights and privileges of a Councilmember by reason of such Councilmember acting as the presiding officer. If the presiding officer is engaged in debate and is, at the insistence of four (4) Council members, abusing the position of the presiding officer, the presiding officer must relinquish the chair to the Mayor Pro Tem, or in his/her absence, to the next most senior Councilmember (by time of service on the Council) present. The Mayor Pro Tem or such other member, other than the Mayor, who is serving as presiding officer may move, second, and debate from the chair, subject only to such limitations of debate as are the rights and privileges of a Councilmember by reason of the member acting as the presiding officer.
- 8.4 Improper References to be Avoided. When a Councilmember has the floor pursuant to Section 2.5 or 8.5, he/she shall avoid all references to personalities and indecorous language.
- 8.5 Interruptions. A Councilmember, once recognized, shall not be interrupted by the Mayor or another Councilmember when speaking unless it is to raise a point of privilege

(Section 9.4) or a point of procedure or order (Section 9.5), or to enter a motion to withdraw a previously stated motion (Section 9.8), or as otherwise provided in these Rules. If a Councilmember, while speaking, is interrupted as set forth herein, the Councilmember so interrupted should cease speaking until the question is determined.

ARTICLE 9 MOTIONS AND MEETING PROCEDURES

- 9.1 Motions. A Councilmember, after he/she obtains the floor, or the Mayor may make a motion on the particular subject of discussion, or a procedural point as permitted. A "Second" to the motion, if required, must be made by a Councilmember who did not make the motion within a reasonable but brief time period. The Mayor may not "Second" a motion. A motion or a "Second" merely implies that the maker of the motion and the person who "Seconds" agree that the motion should come before the meeting and not that he/she necessarily favors the motion. Without a "Second", if required, the motion dies.
- 9.2 Debate. Debate, if permitted, must be limited to the merits of the issue under discussion as stated by the presiding officer.
- 9.3 Motion Procedures. There are twelve (12) types of motions in three (3) categories: Meeting Conduct Motions (4 types), Disposition Motions (7 types), and Main Motions (1 type)¹. When any motion is pending, any motion listed above it on the chart below is in order; those below it is out of order.

Motion	May Interrupt Speaker	Second Required	Debatable	Amendable	Resolved by Chair No Vote	Affirmative Vote by 4 Councilmembers	2/3 Vote
A. Meeting Conduct Motions							
1. point of privilege	yes	no	no	no	yes	no	no
2. point of procedure or order	yes	no	no	no	yes	no	no
3. to appeal a ruling	no	yes	yes	no	no	yes	no
4. to recess	no	yes	yes	yes	no	yes	no

B. Disposition Motions							
5. to withdraw	yes	no	no	no	yes	no	no
6. to postpone	no	yes	yes	yes	no	yes	no
7. to refer	no	yes	yes	yes	no	yes	no
8. to amend	no	yes	yes	yes	no	yes	no
9. to limit or close debate or "call the question"	no	yes	yes	yes	no	no	yes
10. to extend debate	no	yes	yes	yes	no	yes	no
11. to count the vote	no	yes	no	no	no**	no	no
C. Main Motions							
12. to reconsider	yes	yes	if original motion was debatable	no	no	yes	no
13. to rescind	no	yes	yes	yes	no	no	yes
14. to take action	no	yes	yes	yes	no	yes***	no

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

** Mandatory if seconded; no vote required.

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

9.4 Point of Privilege. A point of privilege, sometimes called a point of personal privilege, is a communication from a Councilmember to the presiding officer, drawing urgent

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

- 9.5 Point of Procedure or Order. A point of procedure, sometimes called a point of order, is a question addressed to the presiding officer, no seconding is required, and either inquiring into the manner of conducting business or raising a question about the propriety of a particular procedure. It is simply an inquiry and is resolved by correction or clarification by the presiding officer. A point of procedure can interrupt a speaker. Because it is addressed to the attention of and action by the presiding officer, a second is not required, and it cannot be debated or amended, and no vote is taken.
- 9.6 To Appeal a Ruling. Decisions or rulings of the presiding officer are final on questions of procedure, except that any ruling by the presiding officer's ruling can be appealed to a vote of the Council. Whenever a Councilmember questions the appropriateness or essential fairness of the presiding officer, that member can appeal the ruling to a vote of the meeting. If, however, a motion is out of order as a matter of law (not a proper subject of the meeting, improper notice given, etc.), the presiding officer's ruling cannot be appealed. A motion to appeal cannot interrupt a speaker. To prevent frivolous appeals, a second is required. The motion is subject to debate (which should be brief) and, by its nature, is not amendable. To overrule a procedural decision of the presiding officer, an affirmative vote of four (4) Councilmembers is required.
- 9.7 To Recess. A motion to recess requests a brief interruption of the meeting's business, usually so that an ancillary matter can be addressed, or simply to provide a needed break. Unless stated in the motion, the period of recess is decided by the presiding officer. If necessary, a recess can extend the meeting from one day to another, subject to State law. The motion cannot interrupt a speaker, and a second is required. It is debatable, it can be amended, and an affirmative vote of four (4) Councilmembers is required.
- 9.8 To Withdraw. Only the maker of the motion can make a motion to withdraw it. It is essentially a communication to the presiding officer that the maker is withdrawing his/her proposal. This is the maker's privilege; thus, it does not require a second. Because the withdrawal motion obviates discussion; it can interrupt a speaker. In addition, because another Councilmember later can make a similar motion, a withdrawal motion is not subject to debate, amendment, or vote. The presiding officer should simply state that the motion is withdrawn, and the meeting should proceed with a new treatment of the issue at hand or a new issue.
- 9.9 To Postpone or Extend. These motions may arise from a need for further information, a

matter of convenience, or for any other reason that will enable the Council to deal with the issue more effectively during the same meeting or at a later time. Unless otherwise specifically provided in the motion itself, a postponed or extension motion can be renewed at a later appropriate time during the meeting or, if properly posted, at a later meeting. This motion cannot interrupt a speaker. It requires a second, it is debatable, and it is amendable (particularly as to postponement, timing), and an affirmative vote of four (4) Councilmembers is required.

- 9.10 To Refer. A motion to refer is typically used to submit an issue to a committee, usually for study leading to a subsequent recommendation. Because it ordinarily disposes the motion for purposes of the current meeting, a motion to refer is subject to the same rules that apply to a main motion. (See Section 9.14). This motion cannot interrupt a speaker, and a second is required. It is debatable and amendable, and an affirmative vote of four (4) Councilmembers is required.
- 9.11 To Amend. A motion to amend proposes a change in the wording of a motion then under consideration. When a motion to amend is pending and an amendment to the amendment is proposed, the presiding officer should focus discussion on the latest amendment, resolve that question, then proceed to the first amendment before continuing discussion on the main motion. Votes on amendments are thus in reverse order of the sequence in which they are proposed. A motion to amend cannot interrupt a speaker. It requires a second, and it is debatable and amendable. An affirmative vote of four (4) Councilmembers is required for approval of the amendment. Note that State law may restrict amendments to proposals that are required to be set forth in the notice of the meeting.
- 9.12 To Limit or Close Debate or "Call the Question". Because the extent to which an issue is discussed rests primarily with discretion of the presiding officer, it is the presiding officer who carries the burden of ensuring that adequate time and discussion are given to differing points of view. A motion to limit or close debate is therefore an overruling of the presiding officer's determination. A motion to close debate is the same as a motion to "call the question". Because this motion affects the most fundamental right of any Councilmember, the right to speak one's views, it is the only procedural motion that requires an affirmative vote of two-thirds of participants voting.
- 9.13 To Count the Vote. A motion to count the vote should be limited to those circumstances where the convenient hearing of "yeas" and "nays" cannot clearly resolve the issue. It represents the right of a Councilmember to have a vote demonstrated by count. That count can be directed by the presiding officer either as a showing of hands or a standing of voting members while the vote is recorded. Upon completion of the count, the presiding officer announces the result and final disposition of the issue voted upon. This motion cannot interrupt a speaker. It requires a second; it is neither debatable nor amendable; and, because of the importance of the matter, it should be considered mandatory; thus, no vote is required.
- 9.14 Motion to Reconsider. Allows a main motion to be brought back before the City Council for consideration. May be made only at the meeting at which the vote to be reconsidered was taken. It may be made by any member of City Council. Any City Council member may second it. It can be made while any other question is pending, even if another member has the floor. It requires a majority vote to pass. A motion may only be reconsidered twice. If the reconsideration is moved while another subject is before the City Council, it cannot

interrupt the pending business, but, as soon as the pending business has been disposed of the motion has the preference over all other main motions and general business of the agenda. In such a case the Mayor does not state the question on the reconsideration until the immediately pending business is completed.

- 9.15 Motion to Rescind. The motion to rescind is a main motion without any privilege, may only be made when there is nothing else before the City Council and must be made at the same meeting at which the subject matter of the motion was considered, and it requires two thirds vote of the City Council members. It cannot be made if a motion to reconsider has been previously made. The motion to rescind can be applied to votes on all main motions with the following exceptions: votes cannot be rescinded after something has been done as a result of that vote that the City Council cannot undo; or, where a resignation has been acted upon, or one has been appointed to, or expelled from, a committee or office, and was present or was officially notified. In the case of expulsion, the only way to reverse the action afterwards is to restore the person to the committee or office, which requires the same preliminary steps and vote as is required for the original appointment.
- 9.16 To Take Action: Main Motions. Main motions state proposed policy or action on a substantive issue being considered by the Council. As such, the motion is an initial call to take particular action. Although lowest in precedence among all motions, main motions are clearly the most important: through their content, the business decisions of the Council are determined. A main motion can be made only when a prior main motion has been disposed of. It cannot interrupt a speaker; a second is required; it is debatable and amendable; and an affirmative vote of four (4) Councilmembers is required unless a greater vote is prescribed by the Charter or State law.

- 9.17 Effect of Abstentions. action on required Abstentions; Effect of non-required Abstentions. The following rules shall apply when a Council Member abstains from voting on an item:

When the Council Member is Legally Obligated to Abstain

When a Council Member is legally obligated to abstain from voting pursuant to Texas Local Government Code Chapter 171, a local ordinance or the City Charter then the Council Member shall leave the dais and exit City Council Chambers until such time as the debate and vote on the item has been concluded. The City Secretary shall record that the Council Member left the room and abstained from the vote in the official minutes and there shall be no other effect.

When the Council Member has no Legal Obligation to Abstain from Voting.

When a Council Member has no legal obligation to abstain from voting then an abstention shall be recorded in the minutes as an abstention and shall procedurally be treated as a "no" vote.

ARTICLE 10 ENFORCEMENT OF DECORUM

- 10.1 Warning. All persons other than a recognized speaker shall, at the request of the presiding

officer, be silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, the presiding officer may order the person to leave the meeting. The Chief of Police, or such member or members of the Police Department or other persons as the presiding officer may designate, shall be sergeant-at-arms of the Council meetings. If the person so requested does not leave the meeting, the presiding officer may order the sergeant-at-arms to remove such person.

10.2 Removal. Any designated sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meeting. Upon instruction of the presiding officer, it shall be the duty of the sergeant-at-arms to remove from the meeting any person who intentionally disturbs the proceedings of the Council (or successor provision of law).

10.3 Resisting Removal. Any person who resists removal by the sergeant-at-arms shall be charged with violating Section 42.05 (a) of the Texas Penal Code.

10.4 Motions to Enforce. Any Councilmember may move to require the presiding officer to enforce these Rules and the affirmative vote of a majority of the Councilmembers present and eligible to vote shall require the presiding officer to do so.

10.5 Adjournment. In the event that any meeting is willfully disturbed by a person or groups of persons so as to render the orderly conduct of such meeting unfeasible and when order cannot be restored by the removal of the individuals who are creating the disturbance, the meeting may be adjourned and the remaining business considered at the next regular or a special meeting or, subject to State law, may be recessed to a set time and date.

ARTICLE 11 CREATION OF COMMITTEES, BOARDS, AND COMMISSIONS

11.1 Standing Committees. The Council may create committees, boards and commissions to assist in the conduct of the operation of the City government with such duties as the Council may specify not inconsistent with the Charter, the Code of Ordinances, or State law. Membership and selection of members shall be as determined by the Council if not specified by the Charter, the Code of Ordinances, or State law.

- (a) No person may concurrently serve on the Economic Development Corporation Board, the Planning and Zoning Commission, or the Parks and Recreation Advisory Board.
- (b) Persons related within the second degree by affinity or consanguinity to the Mayor or any member of the Council shall not be appointed to the Board of Adjustments, Economic Development Corporation Board, Planning and Zoning Commission, Building and Standards Commission, or Tax Increment Reinvestment Zone Board.

No standing committee so appointed shall have powers other than advisory to the Council or to the City Manager, except as otherwise specified by the Charter, the Code of Ordinances, or State law.

- 11.2 Special Committees. The Council may, as the need arises, authorize the appointment of "ad hoc" Council committees. Except where otherwise specifically provided by the Charter, the Mayor and the City Council shall appoint the members of the special committees. Any committee so created shall be given a "mission statement" directing its activities. Any special committee shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Councilmembers present and entitled to vote.

ARTICLE 12 CITIZENS RIGHTS

- 12.1 Addressing the Council. Any person desiring to address the Council by oral communication shall first secure the permission of the presiding officer.
- 12.2 Manner of Addressing the Council. Time Limit. Each person addressing the Council shall speak at the podium into the microphone (or at another designated location), shall give his/her name and address in an audible tone of voice for the record, and, unless further time is granted by the Council, shall, subject to Section 12.4 below, limit his/her remarks to three (3) minutes or less. A person who addresses the Council through a translator will limit his/her remarks to six (6) minutes or less. All remarks shall be addressed to the Council as a body, and not to any individual member thereof. No person, other than members of the Council or City staff (when requested by the presiding officer) and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council, unless requested or approved by the presiding officer. No questions shall be asked the Councilmembers, except through the presiding officer. Responses to questions may be limited as required by State law.
- 12.3 Personal and Slandorous Remarks. Any person making personal, impertinent, or slanderous remarks, or who shall become boisterous, either while addressing the Council or otherwise while in attendance at a Council meeting, may be requested to leave the meeting, pursuant to Article 10 of these Rules, and may be removed from the meeting if necessary for the conduct of the remainder of the meeting. This is not intended to prohibit public criticism of the Council, including criticism of any act, omission, policy, procedure, program, or service unless such is otherwise prohibited by law.
- 12.4 Public Hearings. After being recognized by the presiding officer, interested persons, or their authorized representatives, may address the Council with respect to the subject matter of a public hearing being conducted. The presiding officer may establish procedures at a public hearing to limit the amount of time (which, unless modified by the presiding officer, shall be as set forth in Section 12.2 above) interested persons may speak, subject to the Councilmembers' right to appeal the presiding officer's ruling

pursuant to Section 9.6. Subject to modification by the presiding officer, and subject to the Councilmembers' right of appeal pursuant to Section 9.6, the normal order of a public hearing is as follows: (i) the opening of the hearing and the establishment, if any, of a modified public hearing procedure by the presiding officer; (ii) address to the Council by any interested person(s); (iii) discussion by the Mayor and Councilmembers, including requests for information from City staff or any person(s) who addressed the Council; and (iv) action by the Council, if any is posted on the agenda relating to the hearing.

- 12.5 Written Communications. Interested persons, or their authorized representatives, may address the Council by written communication in regard to any matter concerning the City's business or over which the Council has control at any time by direct mail or by addressing the City Secretary, who shall, at the request of the writer, distribute copies to the Councilmembers. Written statements will not be read or made part of the official meeting record.
- 12.6 Hearing of Residents. There shall be included on the agenda of each City Council meeting, prior to any items listed on the agenda for action to be taken, an item labeled "Hearing of Residents". After being recognized by the presiding officer, members of the public (giving precedence to residents of the City) may address the Council on items on or not on the agenda at that time, providing they have completed the "Hearing of Residents" form, unless authorized by the presiding officer. The form shall be made available to persons wishing to address the Council prior to the calling of the meeting to order and such completed form shall be made available to the presiding officer prior to the calling of the meeting to order. The persons signed up for "Hearing of Residents" must speak during the "Hearing of Residents" portion of the meeting. Councilmember and members of City staff may not discuss unposted items nor take any action thereon except to (1) make a statement of factual information, (2) make a statement of existing City policy, or (3) discuss placing the item on a future agenda. Persons speaking shall be subject to the time limits set forth in Section 12.2, unless otherwise authorized by the presiding officer.

ARTICLE 13

COUNCIL AND STAFF RELATIONS

- 13.1 City Manager to Provide Information. The City Manager is directly responsible for providing information to all the Councilmembers concerning any inquiries by a specific Councilmember. If the City Manager or his staff's time is being dominated or misdirected by a Councilmember, it is his responsibility to inform the Mayor or the Council as a whole.
- 13.2 City Manager's Responses to Requests. The City Manager is expected to respond in a timely manner to the Council and Councilmember's requests. When information is requested, the City Manager will estimate a reasonable time frame for collecting the requested information.
- (a) If the City Manager disagrees with the request, he should say so and explain his position.
 - (b) If the City Manager disagrees with individual directives, he should initiate clarification of the Council's will with regard to the individual Councilmember's request.

- (c) The City Manager may delegate responsibility for the response as necessary and appropriate, but the City Manager will be responsible for its receipt by the Council in a timely manner.
- (d) The City Manager should maintain a checklist and timetable for requests and other directives of the Council.
- (e) All Councilmembers will be provided the same written information when any matter under consideration may be of general concern to the Council. There will be no preferential dissemination of information by the City Manager or his staff.

13.3 Directions to City Manager. During meetings of the Council, unless a vote is taken, a consensus of the Councilmembers present will be required to direct the City Manager to take any action.

13.4 City Manager's Duty to Inform. The City Manager is responsible for keeping the Council informed. The Council should be provided weekly reports outlining progress on outstanding issues as well as information on new issues and opportunities. Additionally, the Council should be informed of City news prior to release of such information to the community, newspaper(s), or other governmental entities, etc.

13.5 Customer Concerns. It is the responsibility of the City Manager to establish procedures for handling customer concerns in all departments with prompt feedback to citizens and Councilmembers.

13.6 City Manager/Council Relations. The City Manager should strive to maintain positive relations with the Council by following these guidelines:

- (a) Work to establish mutual trust with the Council.
- (b) Maintain open lines of communication with the Council and keep Council informed.
- (c) Inform all Councilmembers of educational opportunities, recognizing that an educated Council is in the City's best interest.
- (d) Include the Council in City-sponsored employee social events.
- (e) Conduct orientation sessions for new Councilmembers, including a tour of City buildings and introductions to staff.

ARTICLE 14

CITY COUNCIL TRAINING AND TRAVEL POLICY

14.1 Training for Council. The purpose of the Training and Travel Policy is to ensure that all training and travel undertaken by City Council Members is aligned with his or her official municipal duties, contributes to effective governance, and represents responsible stewardship of public funds. This policy applies to all elected members of the City Council who have not completed the term for which they were elected nor

tendered a resignation. Elected officials serving in a hold-over status to ensure the furtherance of governmental business may not participate in city-funded training nor be reimbursed for training received after their official term has ended or they have effectively resigned.

14.2 Authorized Training Opportunities. City Council Members are encouraged to participate in professional development and training that enhances his or her understanding of municipal governance, policy development, and public services. Authorized training, workshops, and conferences may be provided by:

- (a) Texas Municipal League (TML) and its affiliates
- (b) National League of Cities (NLC)
- (c) Alamo Area of Governments (AACOG)
- (d) Texas Association of Counties (TAC)
- (e) Texas State Agencies
- (f) Texas Institutions of Higher Education Certification Programs

14.3 Authorized Training Not Listed Above. Other training opportunities not listed above may be considered on a case-by-case basis but must be clearly relevant to municipal duties and approved by the City Council prior to registration, based on the following considerations:

- (a) Relevance to municipal duties - the training should align with the responsibilities and decision-making duties of a city council member.
- (b) Availability of remaining City Council training funds - training expenses must be within the approved budget for council professional development.
- (c) Public purpose and benefit to the city - the training should provide measurable or demonstrable value to city governance, operations or community outcomes.
- (d) Timing and scheduling relative to critical city budget obligations - opportunities may be deferred or denied if conflicting with budget adoption.

14.4 Webinar Participation. All webinars must be relevant to municipal duties.

14.5 Notification and Registration Process. Before registering for any training or travel, the Council Member must submit a travel form to the City Secretary's Office to verify the availability of training and travel funds. Once confirmation is received, option (a) or (b) is available:

- (a) The Council Member may complete registration on his or her own and book travel (airfare and lodging); or
- (b) Request the assistance of the City Secretary's Office to complete registration and

make travel arrangements on his or her behalf.

All arrangements must comply with the City's travel guidelines.

- 14.6 Travel Expenses. All municipal business travel expenses, including transportation, lodging, per diem, and incidentals, shall follow the same procedural standards and limits established for City staff. Request for Travel (RT) form should be submitted to the City Secretary to ensure travel (car, flight), hotel accommodation, and per diem is calculated. City-funded travel is limited to official City business, including municipal-related training, conferences, and events in which the Council Member is attending in his or her official capacity. Council Members are expected to exercise fiscal responsibility and seek cost-effective arrangements.
- 14.7 City's Credit Card Policy. The City of Schertz provides business credit cards to allow for and provide immediate access to goods and/or services, to more easily allow for travel, and to make small purchases with businesses. Individuals issued credit cards may initiate a transaction within the limits of the city's credit card policy. Receipts must be submitted to the City Secretary's Office within 10 days of purchase. Note: If per diem is made available for your travel the credit card may not be used as a source of payment for food and beverage purchases. Alcohol purchases on the city credit card are prohibited.
- 14.8 Annual Budget Limits and Discretionary Approval. Each Council Member will be allocated an annual training and travel budget as determined in the City's adopted budget. If a Council Member's requested training or travel expenses exceed the allocated amount, City Council shall have the discretion to approve or deny the additional expense, in accordance with Section 14.3 (a) through (d).
- 14.9 Policy Compliance. All Council Members are expected to comply with this policy. Any expenses incurred outside the scope of this policy will be disallowed. The City Secretary 's office shall maintain records of all training and travel for auditing and public transparency purposes.

* * *

Amended: July 7, 2026

ORDINANCE 26-M-029

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AND AMENDING CITY COUNCIL RULES OF CONDUCT AND PROCEDURE FOR CITY COUNCIL LIAISON POSITIONS TO THE CITY OF SCHERTZ BOARDS, COMMITTEES, AND COMMISSIONS; REPEALING ALL ORDINANCES OF PARTS OF ORDINANCES INCONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, THE City Council of the City of Schertz has previously adopted Rules of Conduct and Procedure for the conduct of meetings of the City Council 26-M-028; and

WHEREAS, the City Council discussed the following changes at their Workshop meeting on June 16, 2026; and

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to amend, update, and clarify the Rules of Conduct and Procedure as they relate to the placement of City Council Liaison to City Boards, Commissions, and Committees.

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

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

Article 5. Appointment Procedures

Section 5.3 Appointment procedures for City Council Liaison Positions to the City of Schertz, Boards, Commissions, and Committees.

- (a) The appointed City Council Liaison must be a Councilmember and must meet the qualifications of Section 4.02 of the City Charter. In addition, to be appointed as a City Council Liaison, a Councilmember must be an elected member of the City Council and a member in good standing.
- (b) Liaison assignments shall be reviewed biennially in December of each even-numbered year, beginning in 2028. The review should occur following the regular election cycle to provide an opportunity for a comprehensive reassessment of all assignments while maintaining continuity of service. Newly elected or appointed Councilmembers shall temporarily assume the assignments of their predecessors until the next scheduled review.
- (c) Council seniority shall serve as the starting point for assigning Board,

Commission, and Committee Liaison positions while also providing meaningful opportunities for newer Councilmembers to serve on committees of interest. The most senior Councilmember shall begin the selection process, and Councilmembers shall make two (2) assignment selections at a time in order of seniority before proceeding to the next Councilmember. This process shall continue until all assignments have been filled.

- (d) Council shall seek to maintain continuity of assignments where appropriate while providing periodic opportunities for rotation so that Councilmembers may gain experience serving on different Boards, Commissions, and Committees over time. Assignment changes between biennial reviews may be approved by majority vote of the Council when mutually agreed upon or when circumstances such as workload, scheduling conflicts, or personal commitments warrant reassignment.
- (e) An appointed City Council Liaison may be removed from an assignment at any time by a two-thirds (2/3) vote of the members of Council.
- (f) City Council Liaison will attend meetings for observation and communication purposes only and will provide updates and information from their assigned Board, Commission, or Committee as needed.
- (g) City Council Liaisons are not ex-officio members of Boards, Commissions, or Committees to which they are assigned. Their role is to facilitate communication between the City Council and their assigned Board, Commission, or Committee not to direct or influence its actions.
- (h) City Council Liaison shall exercise caution in expressing personal or political opinions during meetings of their assigned Board, Commission, or Committee. Any comments made by a Councilmember shall be clearly identified as the Councilmember's individual opinion and shall not be represented as the position of the City Council unless authorized by Council action. Councilmembers shall also recognize that Board, Commission, and Committee members serve the community as a whole and not individual Councilmembers.
- (i) Council reserves the right to amend, suspend, or replace this procedure at any time by amendment to its rules of procedure and approved via ordinance.

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: July 7, 2026

Department: Planning & Community Development

Subject: Ordinance 26-S-015 - Conduct a public hearing and consider a request to amend the Comprehensive Land Use Plan - Future Land Use Map from Local Corridor to Industrial Hub on approximately 2.1 acres of land, known as 6615 FM 482, specifically known as Comal County Property Identification Numbers 428461 and 78974, City of Schertz, Comal County, Texas (B.James/L.Wood/D.Marquez)

BACKGROUND

The applicant is proposing to amend 2.1 acres of the Comprehensive Land Use Plan- Future Land Use Map from Local Corridor to Industrial Hub. This Comprehensive Land Use Plan Amendment is accompanied by a zone change application, Ordinance 26-S-016. The City of Schertz Comprehensive Land Use Plan and Future Land Use Map and its amendments were adopted in April of 2024, via Ordinance 24-S-06.

On May 21, 2026, seven (7) public hearing notices were mailed to the surrounding property owners within two hundred (200) feet of the subject property. At the time of the report, staff received zero (0) responses in favor, zero (0) responses neutral, and one (1) response in opposition to the proposed amendment. The Planning and Zoning Commission held a public hearing for the item on June 3, 2026. The Planning and Zoning Commission meeting can be viewed on the City of Schertz YouTube page. A public hearing notice was published in the "San Antonio Express" on June 17, 2026. A sign was placed on the property by the applicant.

Subject Property:

	Future Land Use Designation	Intent of Future Land Use Designation
Existing	Local Corridor	This land use type describes locally oriented commercial and entertainment areas typically situated along medium- to high-volume collector roads with neighborhoods at their perimeter. Local Corridors contain conventional retail centers, small-scale mixed-use, multifamily development, and residential uses that are of a scale and intensity compatible with the surrounding residential neighborhoods.
Proposed	Industrial Hub	The Industrial Hub land use category includes all light and heavy industrial activities, including manufacturing warehouses, processing, and distribution centers. Optimizing transportation and supply chain logistics, industrial hubs are typically located near major roads, highways, and railways. Industrial hubs are often buffered from surrounding development by transitional uses, such as flex buildings or R&D, that mitigate potential impacts to other lower-intensity commercial

and residential areas.

Adjacent Properties:

	Future Land Use Designation
North	Local Corridor
South	Local Corridor and Regional Corridor
East	Local Corridor
West	Local Corridor

GOAL

The applicant is proposing to amend 2.1 acres of the Comprehensive Land Use Plan - Future Land Use Map from Local Corridor to Industrial Hub.

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 Comprehensive Land Use Plan Amendments, Staff uses the criteria listed in Unified Development Code (UDC) Section 21.4.6.D. The criteria are listed below.

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

The Comprehensive Plan has objectives to create a rational and reasonable basis for making decisions about the community. As per UDC Section 21.1.5, the UDC is intended to implement the policies and objectives of the Comprehensive Land Plan to promote the general welfare of the community. The Comprehensive Plan is the shared vision of the community that is used by staff to make recommendations on zone changes based on the shared adopted vision. The subject property is located on FM 482, is adjacent to and in proximity to rural residential uses, older commercial buildings, and in proximity to Comal Elementary School. The subject area along FM 482 is designated as Local Corridor in the Future Land Use Map. The proposed Comprehensive Plan Amendment to Industrial Hub on approximately 2.1 acres, at the specified location, does not implement the policies and strategies of the Comprehensive Plan for Focus Area 5, is not compatible or appropriate with existing Future Land Use Designations, and thus does not promote the general welfare of the City.

2. An amendment to the text is consistent with the goals, objectives, and other policies of the Comprehensive Land Plan;

The proposed amendment is not consistent with the objectives and policies of the Comprehensive Land Plan. The primary objectives of the Comprehensive Land Plan are to accomplish efficient delivery of public services, coordinate public and private investment, minimize potential land use conflicts, manage growth in an orderly manner, make cost-effective public investments, and provide a rational and reasonable basis for making decisions about the community. Additionally, the market snapshot of the Comprehensive Plan listed emerging goals that included incorporating retail with placemaking and destinations to increase significance and aligning development outcomes with the broader goals of the community in context with current market conditions.

The proposed Future Land Use Map amendment to Industrial Hub permits zoning districts that allow for light and heavy industrial uses. Within the Industrial Hub Land Use Designation, General

Business District-II (GB-2), Manufacturing (Light) District (M-1), and Manufacturing (Heavy) District (M-1) would be compatible. The uses permitted within these zoning districts are not compatible with the existing characteristics of the area or Focus Area 5, adjacent residential uses, and do not minimize land use conflicts. Instead, the proposed Industrial Hub Land Use Designation increases conflicts between land uses by allowing and promoting zoning districts that allow for heavy industrial uses that require appropriate buffering through zoning and transitional land uses.

The closest existing Industrial Hub Land Use Designation is located west of FM 2252, approximately 2.5 miles away from the subject location. Additionally, in this area, to the north of the railroad tracks and east of the subject property is designated as Local Corridor. South of the railroad tracks and east of the subject property is designated as Regional Corridor. To the west of the subject property and south of the railroad tracks, the area is designated as Local Corridor. The railroad acts as a dividing line for the Comprehensive Land Use Plan - Future Land Use Map, and for any existing industrial or warehouse development. The intent of the subject property and larger area, is to utilize the major transportation corridors to provide retail and commercial destinations that not only serve local residents, but bring visitors to Schertz. There is no existing Industrial Hub Land Use Designation immediately adjacent or within proximity to the proposed amendment area.

With the existing Local Corridor Land Use Designation, the area has the potential to utilize the existing buildings for commercial uses to emphasize the character of the area to create a destination as proposed in the Comprehensive Land Use Plan policies, objectives, and strategies.

3. An amendment to the Future Land Use Map, Master Thoroughfare Plan or any other applicable maps contained in the Comprehensive Land Plan is consistent with the policies of the Comprehensive Land Plan that apply to the Map being amended;

The subject area is within Focus Area 5 of the Comprehensive Plan. The Comprehensive Plan describes the character of Area 5 as having existing schools and historical assets that should be celebrated and incorporated into future developments to enhance the quality of life for existing and future residents of this area. Commercial and mixed land uses were proposed in this area to ensure improved access to necessary services and amenities to improve the livability of the adjacent residential areas. The recommended strategies for Focus Area 5 include ensuring development is appropriate with the floodplain, attracting restaurants, entertainment, and retail uses to support the adjacent residential areas, providing destinations for visitors, creating access to commercial destinations, and creating a mix of residential densities. The proposed Industrial Hub Land Use Designation does not help meet the strategies of Focus Area 5, which is not consistent with the policies of the Comprehensive Land Plan.

4. Any proposed amendment addresses circumstances that have been changed since the last time the plan map or text was considered, implements plan policies better than the current plan map or text corrects a mapping error, or addresses a deficiency in the plan; and;

The proposed Comprehensive Plan- Future Land Use Map amendment does not address changing circumstances, does not implement the Comprehensive Plan policies better, and does not address errors or deficiencies.

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

Staff has reviewed the proposed Comprehensive Land Use Plan Amendment and has ensured it has met all the UDC requirements. The Comprehensive Land Use Plan- Future Land Use Map amendment is being requested, so that the Future Land Use Designation is compatible with the proposed zone change that accompanies the application.

The proposed amendment was sent to the City of Schertz Fire, EMS, and Police Departments for review, and they have not provided objections.

The Planning and Zoning Commission held a public hearing for the item at the June 6, 2026, meeting. There was discussion by the Commissioners on the subject location of the proposed Comprehensive Land Use Plan Amendment. During the public hearing portion, concerns over the proposed and allowed industrial uses were shared.

RECOMMENDATION

Staff Recommendation:

The proposed Comprehensive Land Use Plan - Future Land Use Map Amendment to Industrial Hub on approximately 2.1 acres of land, at the subject location, is not consistent with the objectives and policies of the Comprehensive Land Plan and does not correct mapping errors or deficiencies in the adopted Comprehensive Land Use Plan. Staff recommends denial of Ordinance 26-S-015.

Planning and Zoning Commission:

The Planning and Zoning Commission held a public hearing for the item at the June 3, 2026, Planning and Zoning Commission meeting, and made a recommendation of denial to City Council with a 7-0 vote.

Attachments

Ordinance 26-S-015 with Attachments
200-Foot Notification Map
Public Hearing Responses
Letter of Intent from Applicant
Applicant's Presentation
City Council Presentation Slides

ORDINANCE NO. 26-S-015

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, TO AMEND THE COMPREHENSIVE LAND USE PLAN BY CHANGNING APPROXIMATELY 2.1 ACRES OF THE FUTURE LAND USE MAP FROM LOCAL CORRIDOR TO INDUSTRIAL HUB LAND USE DESIGNATION, KNOWN AS 6615 FM 482, SPECIFICALLY KNOWN AS COMAL COUNTY PROPERTY IDENTIFICATION NUMBERS 428461 and 78974, CITY OF SCHERTZ, TEXAS.

WHEREAS, an application to amend the Comprehensive Land Use Plan by changing approximately 2.1 acres of the Future Land Use Map from Local Corridor Land Use Designation to Industrial Hub Land Use Designation, known as 6615 FM 482, specifically known as Comal County Property Identification Numbers 428461 and 78974 more specifically described in the Exhibit A and Exhibit B attached herein (herein, the “Property”) has been filed with the City; and

WHEREAS, the City’s Unified Development Code section 21.4.6.D. provides certain criteria to be considered by the Planning and Zoning Commission in making recommendations to the City Council and by City Council in considering final action on an amendment to the Comprehensive Land Use Plan (“The Criteria”); and

WHEREAS, on June 3 ,2026, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to deny the requested Comprehensive Land Use Plan Amendment with a 7-0 vote; and

WHEREAS, on July 7, 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 Comprehensive Land Use Plan Amendment be approved as provided herein.

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

Section 1. The current Comprehensive Land Use Plan is hereby amended to change the Future Land Use Map of the property, as shown and more particularly described in the attached Exhibit “A” and Exhibit “B”, from Local Corridor Land Use Designation to Industrial Hub Land Use Designation.

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

ALTANSPS LAND TITLE SURVEY

2.011 ACRES OF LAND LOCATED IN THE FRANCISCO RODRIGUEZ SURVEY NO. 99, ABSTRACT NO.-484, COMAL COUNTY, TEXAS, BEING THAT SAME LAND COMPRISED OF: TRACT 1- BEING 0.750 ACRE TRACT, A CALLED 0.75 ACRE TRACT RECORDED IN VOLUME 79, PAGE 278, DEED RECORDS, COMAL COUNTY, TEXAS.

TRACT 2- BEING 1.261 ACRE TRACT, A CALLED 1.250 ACRE TRACT RECORDED IN VOLUME 641, PAGE 218, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS AND FURTHER DESCRIBED IN DOCUMENT NO. 20100603577, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS.

TABLE A:

- 1. MONUMENTS HAVE BEEN LOCATED AT ALL MAJOR CORNERS OF THE BOUNDARY.
- 2. THE ADDRESS OF THE SITE IS 6615 FM 482, NEW BRAUNFELS, TEXAS, 78132.

3. ACCORDING TO MAP NO.48091C0440F OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR COMAL COUNTY, DATED 9/2/2009, THE SUBJECT TRACT IS SITUATED WITHIN UNSHADED ZONE X.

4. THE TOTAL AREA OF THIS SITE IS 2.011 ACRES.

7A. EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL ARE SHOWN HEREON.

9. THERE IS A TOTAL OF 0 STRIPED PARKING SPACES FOR CARS, INCLUDING 0 OF WHICH ARE MARKED HANDICAPPED AND 0 OF WHICH ARE FOR MOTORCYCLES.

TITLE COMMITMENT:INDEPENDENCE TITLE GF# 1931982-NBF
EFFECTIVE DATE: 07/30/2019

SCHEDULE B

1. ITEM NO. 1, SCHEDULE B, IS HEREBY DELETED.

10a RIGHTS OF PARTIES IN POSSESSION. (OWNERS POLICY)-*

10b ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DESCRIBED.-*

10c ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.-*

10d RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.-*

10e ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.-*

10f 15' WIDE WATER LINE EASEMENT GRANTED TO GREEN VALLEY WATER SUPPLY CORPORATION, AS RECORDED IN VOLUME 694, PAGE 116, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS. - APPLIES AS SHOWN

10g LEASES, GRANTS, EXCEPTIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS AND PRIVILEGES AND IMMUNITIES RELATING THERETO APPEARING IN PUBLIC RECORDS WHETHER LISTED IN SCHED B. OR NOT.-*



SCALE: 1"=50'

- LEGEND:
- = FND 1/2" IRON PIN
 - = SET 1/2" IRON PIN W/ CAP STAMPED "HMT"
 - B.L. = BUILDING SETBACK LINE
 - U.E. = UTILITY EASEMENT
 - D.E. = DRAINAGE EASEMENT
 - R.O.W. = RIGHT-OF-WAY
 - () = RECORD CALLS
 - [] = RECORD CALLS PER DOC# 201106043797
 - [] = RECORD CALLS PER DOC# 9806014330
 - = WATER METER
 - = SPIGOT
 - = WELL
 - = WATER VALVE
 - = POWER POLE
 - = LIGHT POLE
 - = ELECTRIC METER
 - = GUY ANCHOR
 - = TELEPHONE PEDESTAL
 - = CONCRETE
 - = COVERED GROUND
 - = GRAVEL
 - = WIRE FENCE
 - = EDGE OF ASPHALT
 - = OVERHEAD ELECTRIC
 - * = CANNOT BE PLOTTED AS DESCRIBED

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N30°01'24"W	23.27
L2	N63°10'24"E	38.52
RECORD LINE TABLE		
LINE #	BEARING	LENGTH
L3	N30°00'00"W	23.00
L4	N64°00'00"E	38.90

BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83.



THIS SURVEY IS CERTIFIED TO: BILLY WARD AND/OR ASSIGNS AND INDEPENDENCE TITLE

SURVEYOR'S CERTIFICATION
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA/NSPS LAND TITLE SURVEYS, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, AND 9 OF TABLE A THEREOF.

FIELDWORK WAS PERFORMED ON 08/13/2019

DATED THIS 29TH DAY OF AUGUST, 2019.

DOUGLAS B. COTTLE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6149

HMT
ENGINEERING & SURVEYING
290 S. CASTELL AVE., STE. 100
NEW BRAUNFELS, TX 78130
TBP# FIRM F-10961
TBP# FIRM 10153600

Exhibit "A": Property Description- Legal Metes and Bounds



410 N. Seguin Ave.
New Braunfels, TX 78130
HMTNB.COM
830.625.8555 • FAX: 830.625.8556
TBPLS FIRM 10153600

METES AND BOUNDS DESCRIPTION FOR A 2.011 ACRE TRACT OF LAND

Being a 2.011 acre tract of land out of the Francisco Rodriquez Survey No. 99, Abstract No. 484, Comal County, Texas, and being comprised of Tract 1-0.750 acre, being all of a called 0.75 acre tract of land recorded in Volume 79, Page 278, Deed Records, Comal County, Texas and Tract 2-1.261 acres, being all of a called 1.250 acre tract recorded in Volume 641, Page 218, Official Public Records, Comal County, Texas, further described in Document No. 201006035577, Official Public Records, Comal County, Texas, said 2.011 acre tract of land being more particularly described as follows:

TRACT 1 - 0.750 Acre

BEGINNING at 1/2" iron pin found for the Northeast corner of a called 3.564 acre tract recorded in Document No. 9806014330, Official Public Records, Comal County, Texas, also being the Northwest corner of said 0.75 acre tract and the herein described tract and being in the South right-of-way of State-Farm-to-Market Road (F.M.) 482 (Right-of-way varies), from which a 3" diameter steel fence post bears N 54°56'41" E a distance of 1.72 feet;

THENCE along the North line of said 0.75 acre tract and the herein described tract, common with the South right-of-way of F.M. 482, N 63°25'19" E a distance of 145.51 feet to a 1/2" iron pin found for the Northeast corner of said 0.75 acre tract and the herein described tract, also being the Northwest corner of a 1.261 acre tract, surveyed this day, being all of a called 1.250 acre tract recorded in Volume 641, Page 218, Official Public Records, Comal County, Texas, from which a 1/2" iron pin found bears N 75°11'13" E a distance of 1.90 feet and a 1/2" iron pin found also bears N 63°15'39" E a distance of 141.95 feet;

THENCE across said 2.011 acre tract and along the East line of said 0.750 acre tract, common with the West line of said 1.261 acre tract, the following 3 (three) calls:

1. S 30°01'24" East a distance of 23.27 feet to a 1/2" iron pin found for an interior corner of the herein described tract;
2. S 63°10'24" W a distance of 38.52 feet to a 1/2" iron pin found for an interior corner of the herein described tract;
3. S 29°36'04" E a distance of 278.98 feet to a 1/2" iron pin (with cap stamped "HMT") set for an interior corner of the herein described tract and being in the North right-of-way line of Union Pacific Railroad (100 feet right-of-way), from which a 1/2" iron pin found bears N 68°57'52" E a distance of 180.68 feet;

THENCE along the South line of said 0.75 acre tract and the herein described tract, common with the North right-of-way of Union Pacific Railroad, S 68°57'52" W a distance of 108.14 feet to a 1/2" iron pin found for the Southwest corner of said 0.75 acre tract and the herein described tract, also being the

Exhibit "A": Property Description- Legal Metes and Bounds

Southeast corner of the aforementioned 3.564 acre tract, from which a 1/2" iron pin found (disturbed) bears S 68°58'58" W a distance of 599.19 feet;

THENCE along the East line of said 3.564 acre tract, common with the West line of said 0.75 acre tract and the herein described tract, N 29°36'54" W, a distance of 291.96 feet to the POINT OF BEGINNING and containing 0.750 acre of land in County, Texas.

TRACT 2 – 1.261 Acres

BEGINNING at 1/2" iron pin found for the Northeast corner of a called 0.750 acre tract, surveyed this day, also being all of a called 0.75 acre tract, recorded in Volume 79, Page 278, Deed Records, Comal County, Texas, also being the Northwest corner of a called 1.250 acre tract recorded in Volume 641, Page 218, Official Public Records, Comal County, Texas, and being in the South right-of-way of said F.M. 482 (right-of-way varies) and from which a 1/2" iron pin found bears N 75°11'13" E a distance of 1.90 feet, and from which a 1/2" iron pin found bears S 63°25'19" W a distance of 145.51 feet;

THENCE along the North line of said 1.250 acre tract and the herein described tract, common with the South right-of way of F.M. 482, N 63°15'39" E a distance of 141.95 feet to a 1/2" iron pin found for the Northeast corner of said 1.250 acre tract and the herein described tract, also being the Northwest corner of a called 2.011 acre tract recorded in Document No. 201106043797, Official Public Records, Comal County, Texas, from which a 1/2" iron pin found bears N 63°22'25" E a distance of 113.41 feet;

THENCE departing said right-of-way of F.M. 482 and along the East line of said 1.250 acre tract and the herein described tract, common with West line of said 2.011 acre tract, S 29°20'56" E, a distance of 320.22 feet to a 1/2" iron pin found for the Southeast corner of said 1.250 acre tract and the herein described tract, also being the Southwest corner of said 2.011 acre tract and being in the North right-of-way of the Union Pacific Railroad (100 feet right-of-way), from which a 1/2" iron pin found bears N 68°56'21" E a distance of 269.14 feet;

THENCE along the South line of said 1.250 acre tract and the herein described tract, common with the North right-of-way of said Union Pacific Railroad, S 68°57'52" W a distance of 180.68 feet to a 1/2" iron pin (with cap stamped "HMT") set for the Southwest corner of the herein described tract, also being the Southeast corner of the aforementioned 0.75 acre tract, from which a 1/2" iron pin found bears S 68°57'52" W a distance of 108.14 feet;

THENCE across said 2.011 acre tract and along the East line of said 0.750 acre tract, common with the West line of said 1.261 acre tract, the following 3 (three) calls:

1. N 29°36'04" W a distance of 278.98 feet to a 1/2" iron pin found for an interior corner of the herein described tract;
2. N 63°10'24" E a distance of 38.52 feet to a 1/2" iron pin found for an interior corner of the herein described tract;

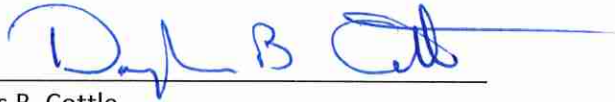
Exhibit "A": Property Description- Legal Metes and Bounds

3. N 30°01'24" W a distance of 23.27 feet to the POINT OF BEGINNING and containing 1.261 acre of land in County, Texas.

Bearings shown hereon are based on the Texas Coordinate System, South Central Zone (4204), NAD 83.

Surveyed this the 8th day of August, 2019.

Reference survey of said 2.011 tract of land, comprised of Tract 1, 0.750 acre and Tract 2, 1.261 acres prepared this same date.



Douglas B. Cottle

Registered Professional Land Surveyor No. 6149

S:\Projects\Title Surveys\Rodriguez, Francisco\1.997 ac - 6615 FM 482\
19-0761 - IMPRV\Rodriguez F 2.011ac MB_6615 FM 482_19-0761.docx



Exhibit “B”

Comprehensive Land Use Plan- Future Land Use Map Amendment

Exhibit "B": Comprehensive Land Use Plan- Future Land Use Map Amendment

PROPOSED

Development Deferment

Local Corridor

Industrial Hub

Regional Corridor

OLD NAGOGDOCHES RD

FM 482



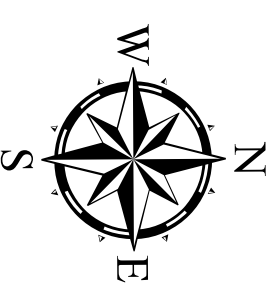
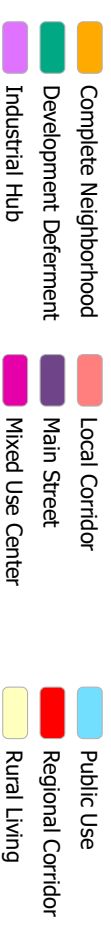
Last update: March 26, 2026

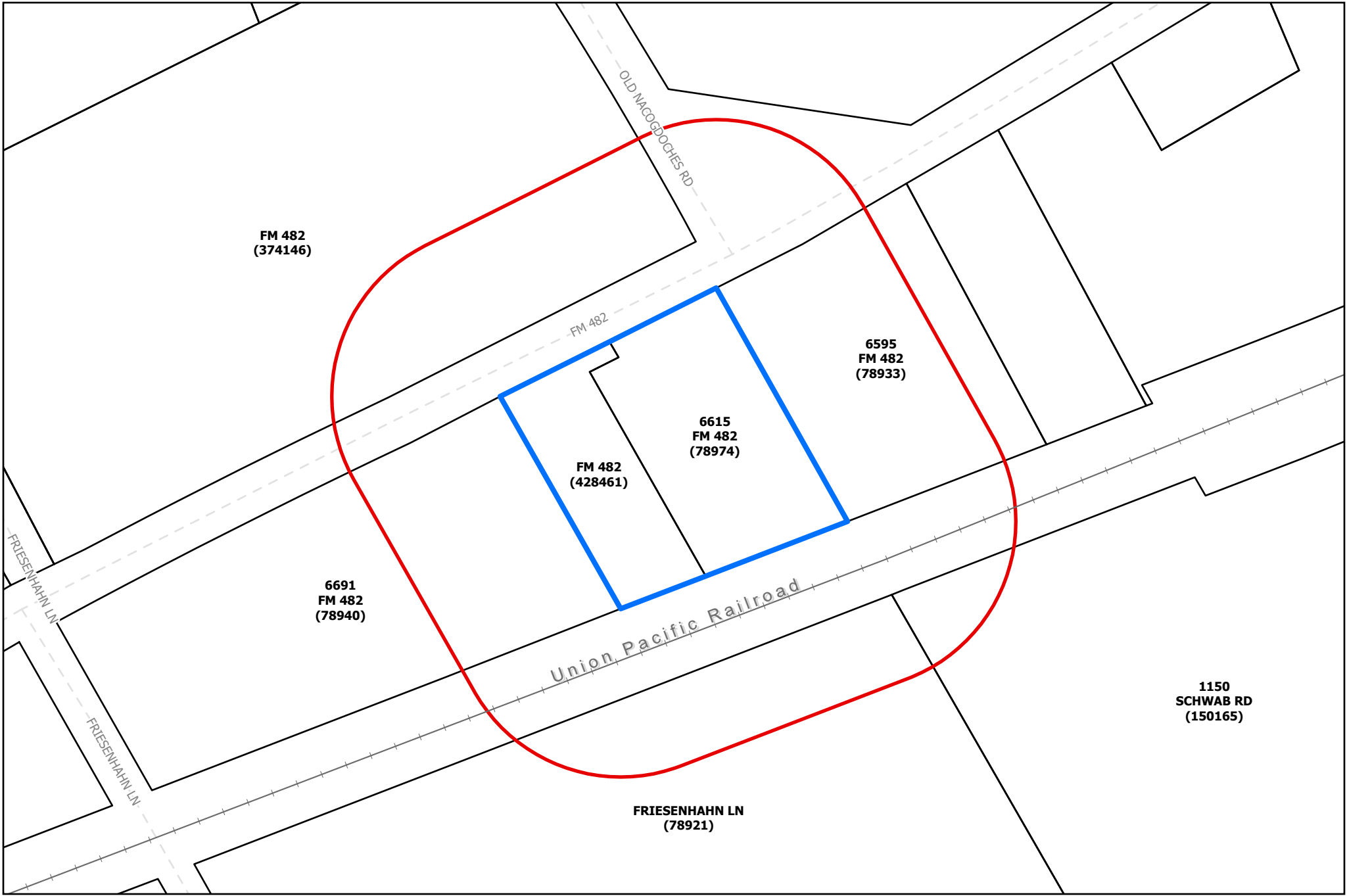
City of Schertz, GIS Specialist: Bill Gardner,
gis@schertz.com (210) 619-1185

The City of Schertz provides this Geographic Information System product, as is, without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall the City of Schertz be liable for any special, indirect, or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodic changes may be added to the information. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.

6615 FM 482
LCPA2026007

Comprehensive Land Use





Last update: March 26, 2026
City of Schertz, GIS Specialist: Bill Gardner, gis@schertz.com (210) 619-1185

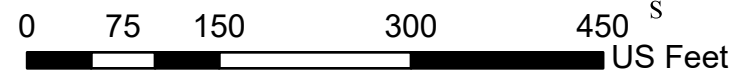
The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall The City of Schertz be liable for any special, indirect, or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.

City of Schertz

Proposed Comprehensive Plan Change

6615 FM 482 (PLCPA20260074)

- Project Boundary
- 200' Buffer
- Parcels



NOTICE OF PUBLIC HEARING

May 21, 2026

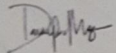
To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, June 3rd, 2026, at 6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas, to consider and act upon the following item:

PLCPA20260074 - Hold a public hearing and make a recommendation on a request to amend the Comprehensive Land Use Plan – Future Land Use Map from Local Corridor to Industrial Hub on approximately 2.1 acres of land, known as 6615 FM 482, specifically known as Comal County Property Identification Numbers 428461 and 78974, City of Schertz, Comal County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Daisy Marquez, Senior Planner, at 1400 Schertz Parkway, Bldg. 1, Schertz, Texas 78154, or by e-mail planning@schertz.com. If you have any questions, please feel free to call Daisy Marquez, Senior Planner, directly, at (210) 619-1782.

Sincerely,



Daisy Marquez
Senior Planner

Reply Form:

I am: in favor of ☐ opposed to ☒ neutral to ☐ the request for **PLCPA20260074**

COMMENTS: I AM OPPOSED TO INDUSTRIAL USE

NAME: RICHARD CAMPOS (PLEASE PRINT) SIGNATURE Richard Campos

STREET ADDRESS: 6595 FM 482, NB, TX 78132

DATE: 5/29/2026



419 Marshall St.
San Antonio, Texas 78212
sflroes@bendicion.companies.com
www.bendicion-companies.com
(210) 392-0036

Letter of Intent

March 17, 2026

City of Schertz Planning Department
1400 Schertz Parkway Bldg. 1
Attn Development Services - **6615 FM 482 New Braunfels, TX 78132**

The proposed amendment to the City of Schertz Comprehensive Land Use Plan to reclassify the property located at 6615 FM 482 from Local Corridor to Industrial Hub is appropriate and consistent with the existing development pattern. The requested amendment is being made in conjunction with a rezoning request to General Business District (GB-2) from PRE to allow for office warehouse and outdoor storage use.

The subject property is situated along FM 482. The property is currently zoned PRE and there is M-1 & GB zoning to the rear of the property. While the Local Corridor designation is intended to support retail and mixed-use development, the surrounding context and traffic characteristics of FM 482 are more conducive to industrial uses. As such, the Industrial Hub designation more accurately reflects both the existing conditions and the planned future development pattern of the area.

The proposed amendment will facilitate a cohesive land use pattern by aligning the subject property with adjacent and nearby industrial and commercial developments. The requested Industrial Hub designation is intended to support employment-generating uses, including office warehouse and outdoor storage, which are compatible with the proposed GB-2 zoning district.

Thank you for your time and have a great day.
Sincerely,

Ethan Bracy

Ethan Bracy.
Engineer-in-Training
Bendicion Engineering, LLC

6615 FM 482

Land Plan Amendment from Local Corridor to Industrial Hub

PLCPA20260074



Proposed Use

Land Plan Amendment Change

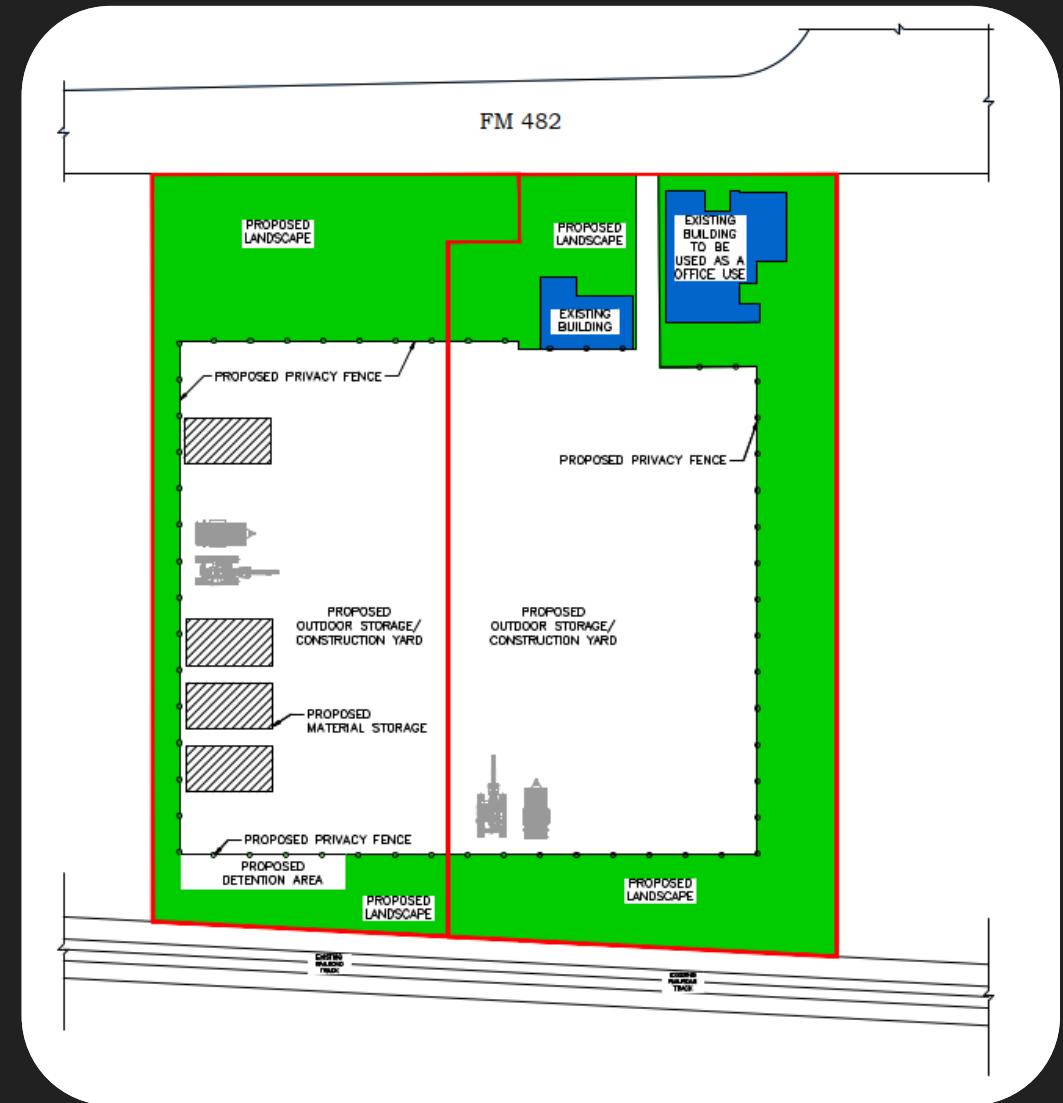
- Local Corridor to Industrial to allow GB-2 Zoning

Zone Change

- Rezoning from PRE to GB-2 to allow for the property to be used for Outdoor Storage.
- GB-2 is the lightest zoning that would allow Outdoor Storage to be used.

Site Operations

- Storage of construction equipment and machinery
- Parking and staging of work vehicles and trailers
- Material storage for ongoing projects and operations
- Potential office/support buildings for staff and operations
- A privacy fence will be added to screen the outdoor storage



Surrounding Land Use

Industrial Hub isn't near the property but is the only Land Plan Amendment that change that would only the GB-2 Zoning. There is Regional Corridor to the south that would allow GB-2 Zoning.

M-1 is to south of the property and supports a heavier manufacturing/industrial use including an Amazon Warehouse than the proposed GB-2 zoning for the property.

The adjoining neighbor zoned R-A has signed a petition in support of the land plan amendment change.

Train tracts directly adjoining the property also create a noise issue for residential use of the property.



Public Notification, Neighborhood Association Communication, and Community Involvement

Notification/Petition to Neighbors

Notices have been sent to neighbors to inform them about proposed rezoning and land plan amendment change. Both adjoining neighbors have signed a petition in support of the Land Plan Amendment and Zone Change.

Community Public Hearings

Community Public meeting with the neighbors was hosted on site on May 14th to address any concerns from the neighboring property owners.



The Pearl – Full Goods Office Building
200 E Grayson St, Suite 120
San Antonio, TX 78215
(210) 392-0036
sflores@bendicion-companies.com
www.bendicion-companies.com

Petition to Support the Rezoning and Land Plan Amendment (Comprehensive Plan) change for: 6615 FM 482, New Braunfels, Texas 78132

Comprehensive Plan Amendment: PLCPA20260074
Zoning Change Case Number: PLCZ20260035

April 2026

For Community Signatures

We, the undersigned adjacent and nearby residents of the area neighborhood, respectfully request that the local zoning commission approve the rezoning and land plan amendment application request for the property located at 6615 FM 482, New Braunfels, TX, 78132, from its current unclassified zoning designation to GB-2 (General Business District 2) and from its current comprehensive plan use of Local Corridor to Industrial Hub.

Current Surroundings and Proposed Use

The lot in question is situated along FM 482, which consists of several properties that are already designated for industrial use. The owner's intention is to align this property's zoning with its consistent surrounding land uses. The owner plans to use the tract to house commercial machinery. In addition to the construction machinery storage yard, a small office will be established on the premises to support the operations and management of the business.

Rezoning this property shall allow for responsible commercial development that can help revitalize our area, attract investment, and provide much-needed services to residents, as well as provide significant tax revenue for the city and county. We are confident that with proper regulation and oversight, commercial zoning can coexist with our neighborhood's esthetics and values, improving the overall quality of life for this area.

We urge the zoning commission to consider our collective support and approve the rezoning request. Thank you for your attention to this important matter.

Name Milton Ray Saunders Address 6691 FM 482 Signature (In Support) [Signature]
New Braunfels, TX 78132
231 High Creek Rd, New Braunfels TX 78132

Economic Impact

- Creates opportunities for jobs and investment
- Generates additional commercial tax base
- Supports local suppliers, subcontractors, and service providers that benefit from nearby contractor and construction operations
- Creates opportunities for local employment including equipment operators, contractors, administrative staff, logistics personnel, and maintenance services



Conclusion

- The proposed land plan amendemnt is reasonable and appropriate
- The Land Plan Amendment and GB-2 Zoning aligns with the operational needs and current use of the property
- The request supports economic development and productive land use
- The land plan amendment/rezoning will allow the property to contribute positively to the surrounding area

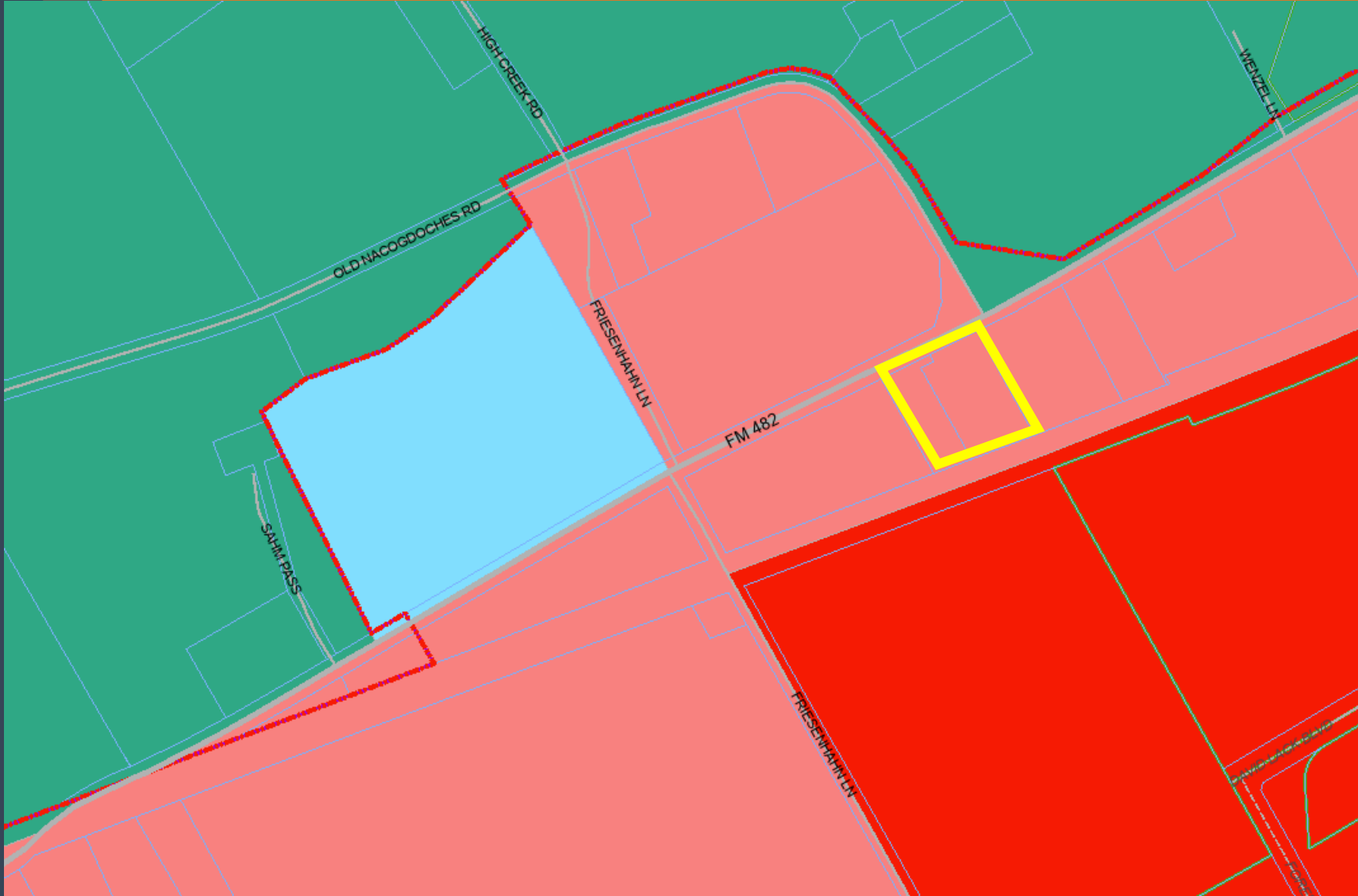
Ord. 26-S-015

Comp. Plan Amendment 2.1 ac

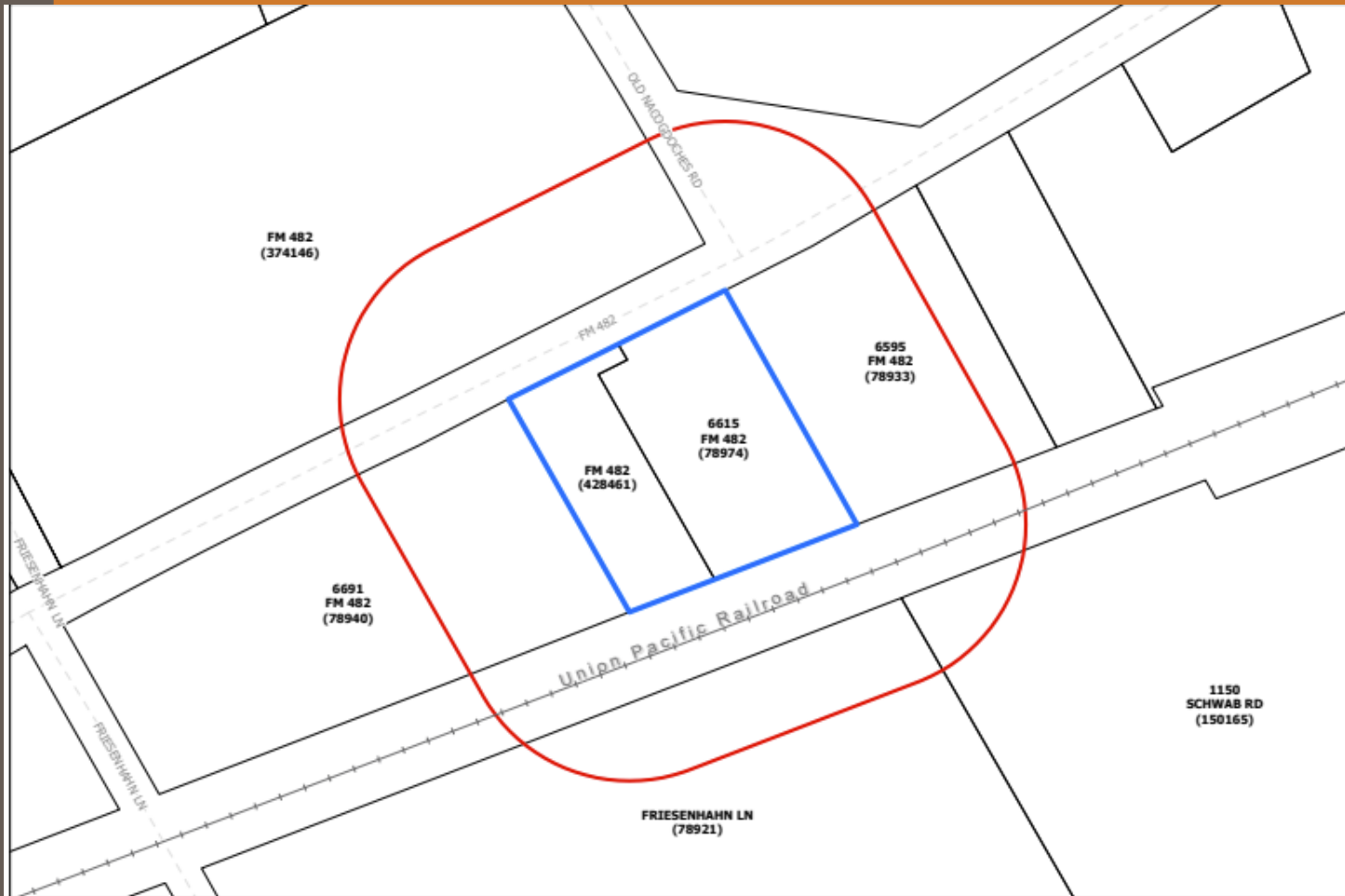
Daisy Marquez | Senior Planner



- 2.1 ac
- Unplatted
- Residence and Older Commercial Buildings
- Accompanied by Zone Change Application Ord. 26-S-016



	Future Land Use Designation
Subject Property	Local Corridor
North	Local Corridor
South	Local Corridor and Regional Corridor
East	Local Corridor
West	Local Corridor



- 7 Public notices were sent on 5.21.26
- As of today
 - (0) in Favor
 - (0) Neutral to
 - (1) in Opposition
- A public hearing notice was published in the “San Antonio Express” June 17, 2026
- A notification sign was placed by the applicant
- P&Z Meeting June 3, 2026

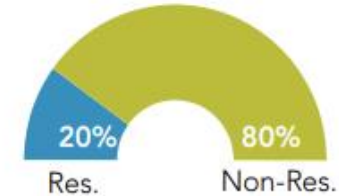


Existing:



Local CORRIDOR

This land use type describes locally oriented commercial and entertainment areas typically situated along medium- to high-volume collector roads with neighborhoods at their perimeter. Local Corridors contain conventional retail centers, small-scale mixed-use, multifamily development, and residential uses that are of a scale and intensity compatible with the surrounding residential neighborhoods.

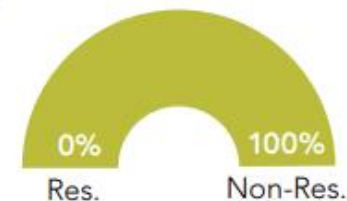


Proposed:



Industrial HUB

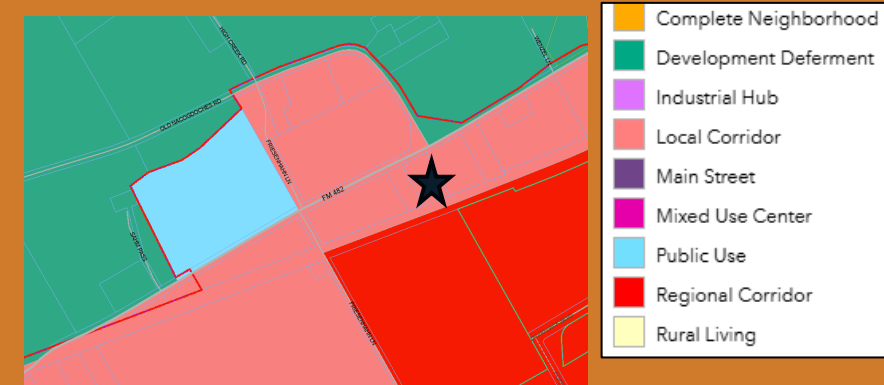
The Industrial Hub land use category includes all light and heavy industrial activities, including manufacturing warehouses, processing, and distribution centers. Optimizing transportation and supply chain logistics, industrial hubs are typically located near major roads, highways, and railways. Industrial hubs are often buffered from surrounding development by transitional uses, such as flex buildings or R&D, that mitigate potential impacts to other lower-intensity commercial and residential areas.



UDC SECTION 21.4.6.D Criteria for Approval

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

- Comprehensive Land Use Plan :
 - Objectives are intended as a rational and reasonable basis for making decisions about the community.
 - UDC is intended to implement the policies and objectives of the Comprehensive Plan to promote the general welfare of the community.
- Proposed Industrial Hub:
 - Does not implement the policies and strategies of the Comp Plan for Focus Area 5
 - Is not compatible or appropriate with the existing Future Land Use Plan Designations
 - Does not promote the general welfare of the community



UDC SECTION 21.4.6.D Criteria for Approval

2. An amendment to the text is consistent with the goals, objectives, and other policies of the Comprehensive Land Use Plan;

Proposed Amendment is not consistent with the objectives and policies of the Comprehensive Plan.

- Primary Objectives of the Comprehensive Plan
- Market Snapshot

In basic terms, the primary objectives of a comprehensive plan are to accomplish the following:

- Efficient delivery of public services
- Coordination of public and private investment
- Minimization of potential conflicts between land uses
- Management of growth in an orderly manner
- Cost-effective public investments
- A rational and reasonable basis for making decisions about the community

- Explore opportunities to evolve corporate attraction of advanced technologies
- Incorporate retail with placemaking and destination to increase significance
- Expand housing options (missing middle, executive, attainable)
- Invest in local talent
- Maintain strong economic development programs

UDC SECTION 21.4.6.D Criteria for Approval

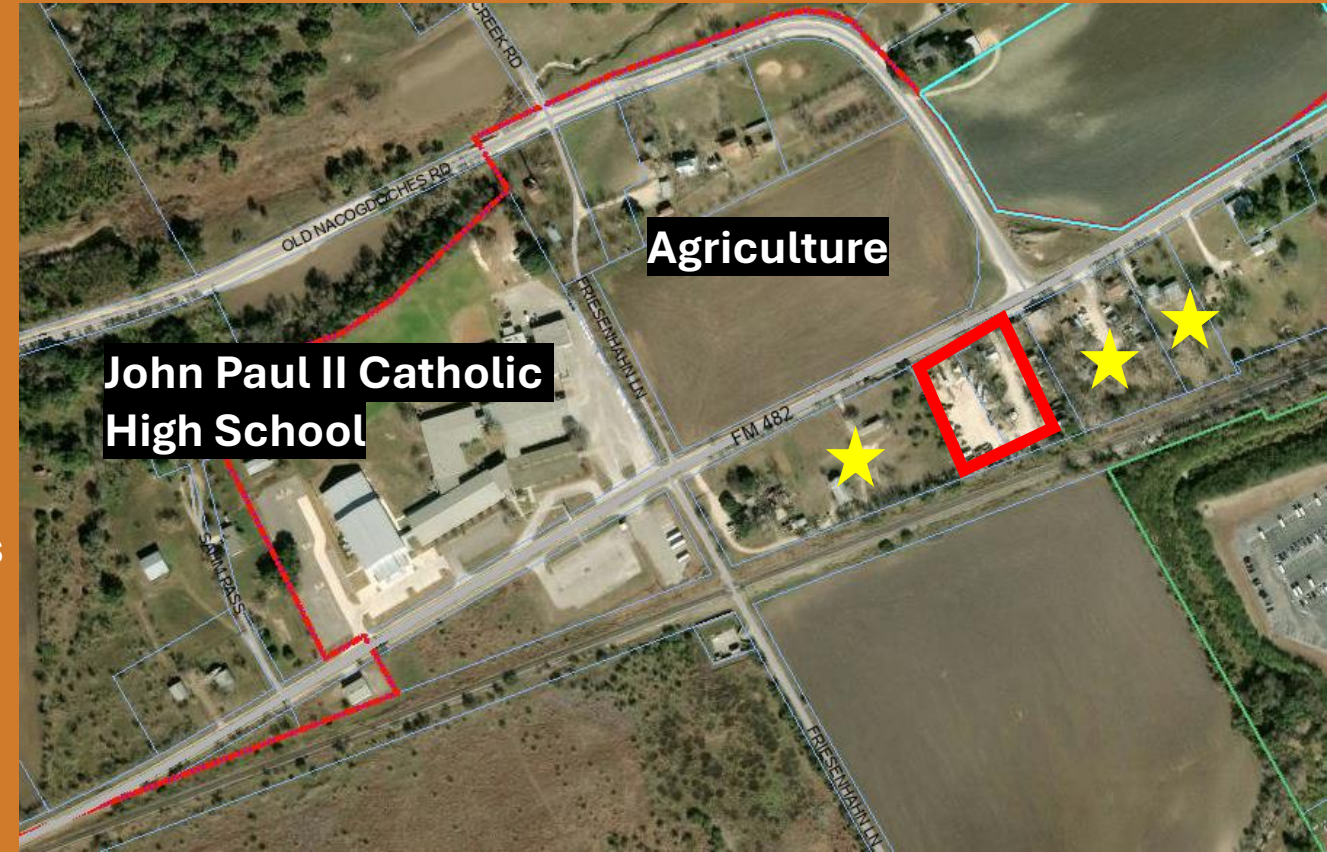
2. Continued

Proposed Industrial Hub

- Permits light and heavy industrial uses and zoning
- Would not be appropriate/ compatible with:
 - Characteristics of Focus Area 5
 - Adjacent Residential Uses
- Does not minimize conflict between land uses

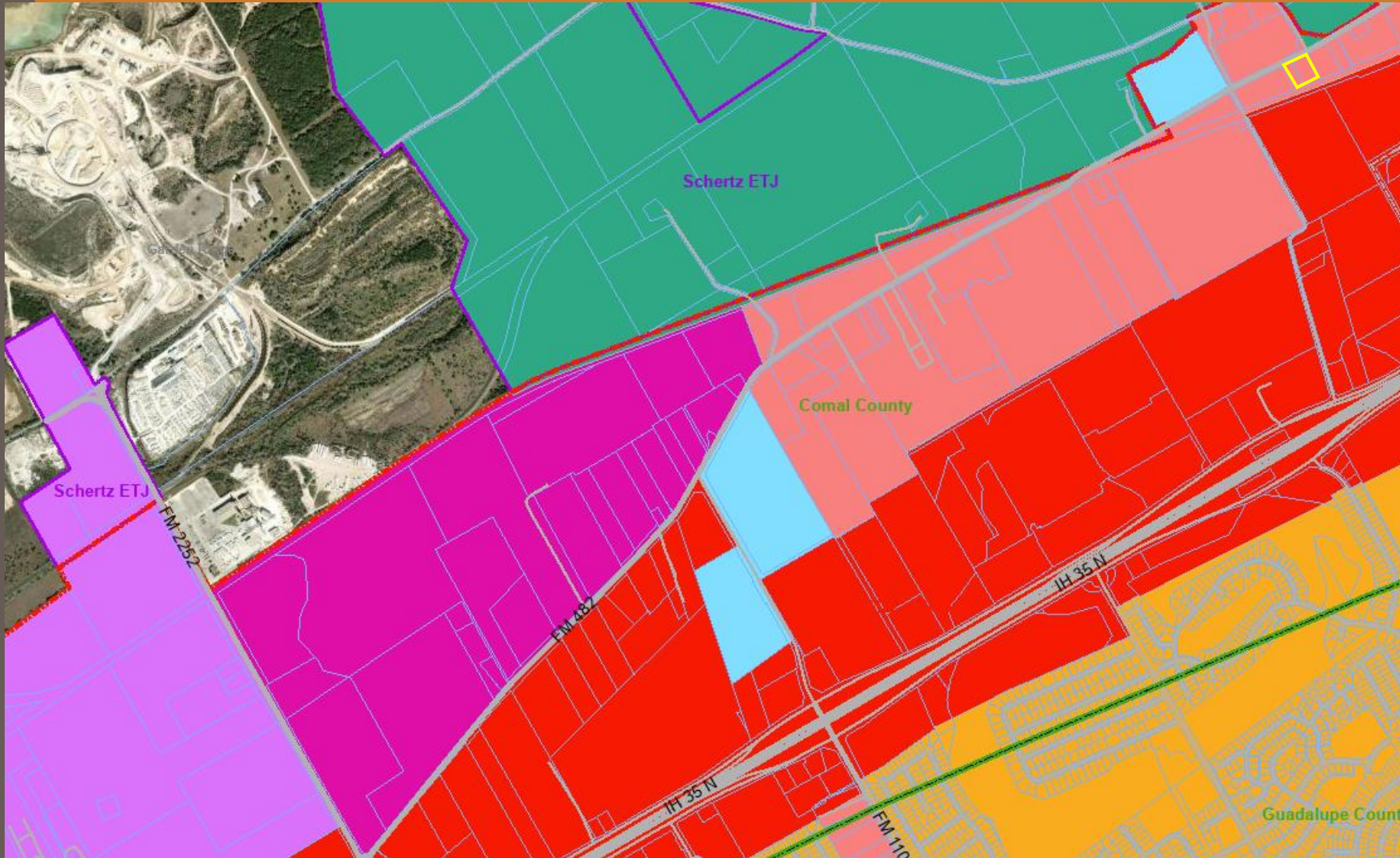
In basic terms, the primary objectives of a comprehensive plan are to accomplish the following:

- Efficient delivery of public services
- Coordination of public and private investment
- Minimization of potential conflicts between land uses
- Management of growth in an orderly manner
- Cost-effective public investments
- A rational and reasonable basis for making decisions about the community



UDC SECTION 21.4.6.D Criteria for Approval

2. Continued

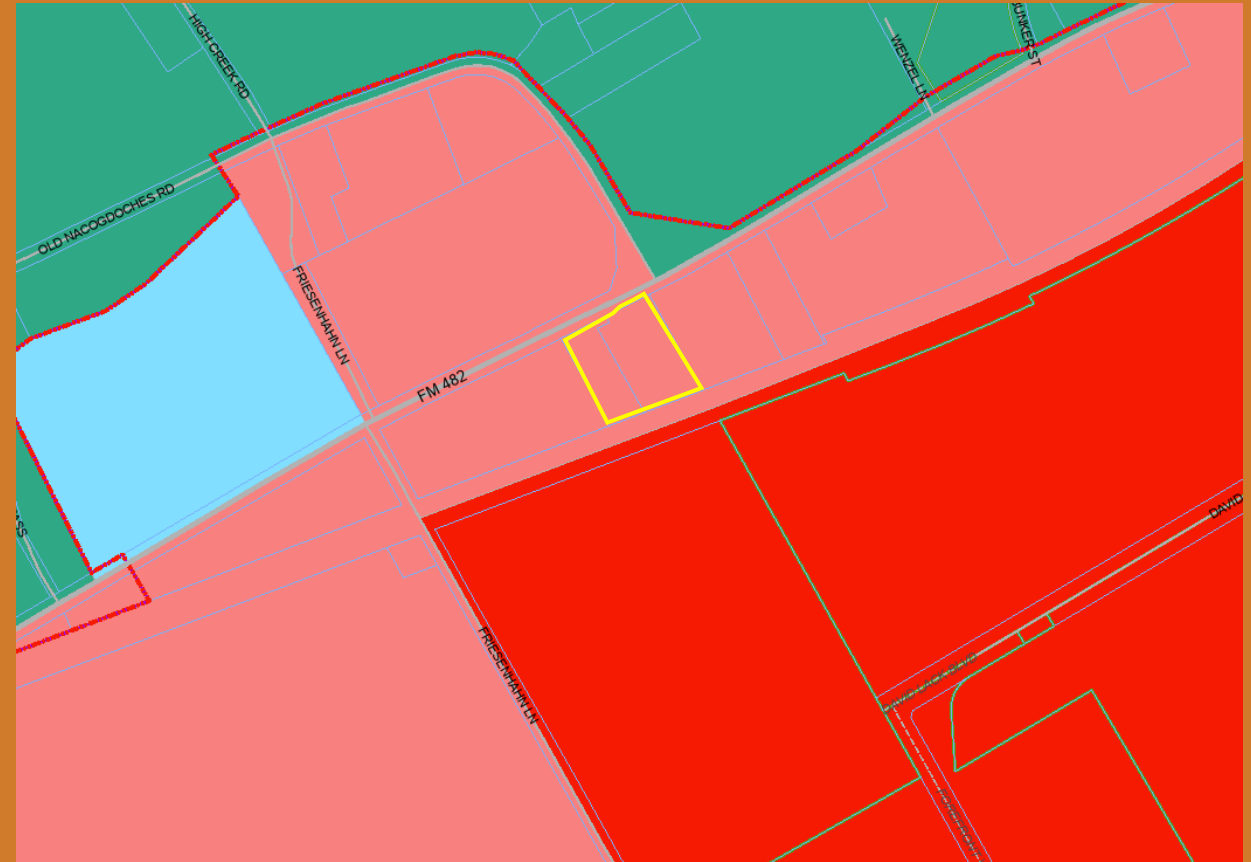


The closest existing Industrial Hub is approximately 2.5 miles away West

UDC SECTION 21.4.6.D Criteria for Approval

2. Continued

- Railroad tracks act as a dividing line for the Comprehensive Land Use Plan and existing Industrial Uses
- Intent of Area:
 - Utilize major transportation corridors to provide retail and commercial destinations to serve residents and attract visitors
 - Utilize existing buildings to emphasize the character of the area to create a destination



UDC SECTION 21.4.6.D Criteria for Approval

3. An amendment to the Future Land Use Map, Master Thoroughfare Plan or any other applicable maps contained in the Comprehensive Land Plan is consistent with the policies of the Comprehensive Land Plan that apply to the Map being amended;

Focus Area 5

Existing Conditions

Focus Area 5 is located in the northeastern part of the City. The focus area runs north of I-35 consisting of a mix of single-family residential, industrial, commercial, retail, office, and public/semi-public uses. The area also contains a significant percentage of vacant parcels indicating potential for development. The northern part of the focus area is located adjacent to the 100-year floodplain.

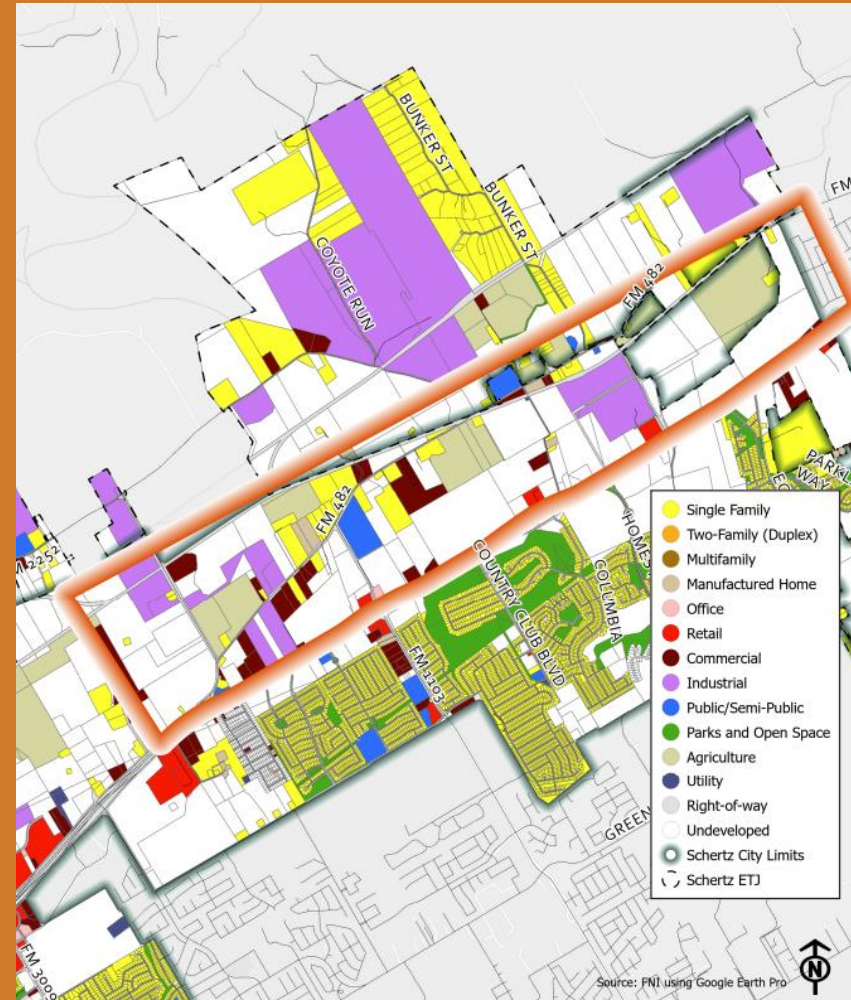
Proposed Land Use and Character

Focus Area 5 is envisioned to be developed as a predominantly commercial area along the I-35 corridor along with mixed-use development and industrial development located in the western part of the focus area. Commercial and mixed land uses are proposed to ensure improved access to necessary services and amenities to improve livability of the adjacent residential areas. The area will allow for grocery stores, entertainment and recreation, medical facilities, restaurants, and retail to serve the residential development located west of I-35 as well as provide a regional draw. There are some existing school and historical assets in the area that should be celebrated and incorporated into future developments, serving to enhance quality of life for existing and future residents of this area.



Recommended Strategies

- Ensure development appropriately considers the 100-year floodplain through design and mitigation. Incentivize the use of low impact development and green infrastructure techniques in private development.
- Attract restaurants, entertainment, and retail uses to the area to support adjacent residential areas as well as provide destinations for visitors from around the City.
- Ensure that commercial development along I-35 is compatible with adjacent residential development and has adequate buffering and transition from the residential uses.
- Encourage commercial retail uses along I-35 to leverage the location of the corridor and boost tax revenues.
- Continue to coordinate with TxDOT on the expansion of FM 2252.
- Ensure access to proposed commercial destinations through extending existing rights-of-way and constructing new rights-of-way.
- Provide a variety of housing options with varied price ranges in the MU Center.
- Encourage a mixed-use center on the northwest side of the focus area, taking into account the potential rail line stop. Emphasize adaptability in the development for various transportation needs. In the event of the rail line stop, consider increasing the area's density to meet the increased demand.



UDC SECTION 21.4.6.D Criteria for Approval

3. Continued

- Focus Area 5
 - Characterized by schools and historical assets that should be celebrated and incorporated into future developments
 - Recommended Strategies:
 - Attracting restaurants, entertainment, retail to support adjacent residential areas
 - Provide destinations for visitors
 - Creating access to commercial destinations
- Proposed Industrial Hub:
 - Does not help meet Focus Area 5 strategies
 - Not consistent with the Comprehensive Plan



UDC SECTION 21.4.6.D Criteria for Approval

4. Any proposed amendment addresses circumstances that have been changed since the last time the plan map or text was considered, implements plan policies better than the current plan map or text corrects a mapping error, or addresses a deficiency in the plan;

- Proposed Amendment:
 - Does not address changing circumstances
 - Does not implement the Comprehensive Land Use Plan Policies better;
 - Does not address errors in the map or deficiencies in the plan

UDC SECTION 21.4.6.D Criteria for Approval

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

- Staff has reviewed the proposed amendment and has ensured it meets all UDC requirements.
- Was sent to City of Schertz Fire, EMS, and Police Departments and they did not provide objections.
- P&Z June 3, 2026, Public Hearing Concerns:
 - Industrial Zoning Allowed

Staff Recommendation

The proposed Comprehensive Land Use Plan- Future Land Use Map Amendment to Industrial Hub on the approximately 2.1 acres of land, at the subject location, is not consistent with the objective and policies of the Comprehensive Land Plan and does not correct mapping errors or deficiencies in the adopted Comprehensive Land Use Plan.

Staff recommends denial of Ord.26-S-015.

Planning & Zoning Commission Recommendation

The Planning and Zoning Commission held a public hearing on June 3, 2026, and made a recommendation of denial to the City Council with a 7-0 vote.

CITY COUNCIL MEMORANDUM

City Council Meeting: July 7, 2026

Department: Planning & Community Development

Subject: Ordinance 26-S-016 - Conduct a public hearing and consider a request to rezone approximately 2.1 acres of land from Pre-Development District (PRE) to General Business District-II (GB-2), known as 6615 FM 482, specifically known as Comal County Property Identification Numbers 428461 and 78974, City of Schertz, Comal County, Texas (B.James/L.Wood/D.Marquez)

BACKGROUND

The applicant is requesting to rezone approximately 2.1 acres of land from Pre-Development District (PRE) to General Business District-II (GB-2). The subject property is not platted. A comprehensive land use plan amendment is also being requested with the zone change application, Ordinance 26-S-015.

On May 21, 2026, seven (7) 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, two (2) responses neutral, and zero (0) responses in opposition were received. The Planning and Zoning Commission held a public hearing for the item on June 3, 2026. The meeting can be viewed on the City of Schertz YouTube page. A public hearing notice was published in the “San Antonio Express” on June 17, 2026. The applicant placed one notification sign on the subject property.

Subject Property:

	Zoning	Land Use
Existing	Pre-Development District (PRE)	Residence and Older Commercial Buildings
Proposed	General Business District-II (GB-2)	Office-Warehouse

Adjacent Properties:

	Zoning	Land Use
North	Right-of-Way	FM 482
South	Railroad	Union Pacific Railroad
East	Pre-Development District (PRE)	Residence and Older Commercial Buildings
West	Single-Family Residential/ Agricultural District (R-A)	Single-Family Residence

Zoning:

Table 21.5.7.B Dimensional Requirements Non-Residential Zoning Districts			
	Minimum Lot Size Dimensions	Minimum Yard Setbacks	Misc. Lot Requirements

	Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Rear Ft.	Side	Max Ht. Ft	Maximum Impervious Coverage
Existing	PRE	Pre-Development District	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Proposed	GB-2	General Business District - I I	10,000	100	100	25	0 adj. to non-res. 25 adj. to non-res	0 adj. to res. 25 adj. to non-res	120	80%

GOAL

The applicant is requesting to rezone approximately 2.1 acres of land from Pre-Development District (PRE) to General Business District-II (GB-2) for office-warehouse and outdoor storage.

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 zone changes, staff uses the criteria listed in UDC Section 21.5.4.D. The criteria are listed below.

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

The proposed zone change to General Business District -II (GB-2), does not implement the policies of the current Local Corridor Future Land Use Designation. The subject property is identified as Local Corridor Land Use Designation in the Comprehensive Land Use Plan Future Land Use Map. The local corridor land use designation is intended for locally oriented commercial and entertainment areas typically along medium to high-volume collector roads with neighborhoods at their perimeter. These areas are characterized by conventional retail centers, small-scale mixed-use, multifamily, and residential uses of a scale and intensity compatible with the surrounding residential neighborhoods. General Business District-II (GB-2) is intended for non-residential and light industrial uses. The uses permitted within the General Business District-II, allow for industrial uses that are not compatible in Local Corridor.

This zone change application is accompanied by a Comprehensive Land Use Plan- Future Land Use Map Amendment to Industrial Hub. The proposed Industrial Hub is intended for light and heavy industrial uses, located along major roadways that are buffered from surrounding development by transitional uses that mitigate the impacts to other low-intensity commercial and residential uses. The proposed zone change to General Business District-II (GB-2) does meet the intent of the proposed Industrial Hub Land Use Designation.

The future land use map currently has this area designated as Local Corridor and the proposed General Business District-II (GB-2) zoning does not align with the policies and intent of the future land use designation.

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

The change in traffic from the proposed zone change will not impact the safety of the City. As part of the

zone change application, a traffic impact analysis summary was submitted. The Engineering Department reviewed the summary and provided the following conclusion:

"While the proposed zone change would increase traffic on the transportation system, the amount of the increase is relatively minor and can be mitigated. The transportation system would continue to function at an acceptable level."

The City of Schertz Strategic Plan lists in its goals and objectives to effectively plan and manage land use. The subject property is adjacent to a rural residence and within proximity to residential developments. Light industrial uses are not appropriate immediately adjacent to residential uses, as it does not promote the effective management of land use. Typically, residential uses and developments should be appropriately buffered from industrial uses by large areas of green space or adjacent commercial uses that act as a transition. The proposed zone change impacts the general welfare of the community, as it does not provide transitional uses or appropriate zoning buffers immediately adjacent to residential uses that promote effective land use management.

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

The proposed General Business District-II (GB-2) is not consistent or appropriate with existing uses in the immediate area. General Business District -II (GB-2) is intended for non-residential and light industrial uses typically located on appropriately designed and attractively landscaped sites along principal transportation corridors. As per UDC Section 21.5.8.- Permitted Use Table, GB-2 permits for Bottling Works, General Manufacturing/ Industrial Uses, Mixed-Use Self Storage, Office-Warehouse/ Distribution Center, Commercial Stables, Truck Sales/ Heavy Equipment, and Welding/ Machine Shop by right. These uses would not be appropriate immediately adjacent to residential uses.

To the west of the subject property, the property is zoned Single-Family Residential/ Agricultural District (R-A), where there is an existing residence going through the platting process. To the east, the property is zoned Pre-Development District (PRE). To the north of FM 482, the subject property is zoned Agricultural District (AD) and is used for agricultural purposes. Within proximity of the proposed zone change and along FM 482 are John Paul II Catholic High School and rural residences. The Union Pacific Railroad acts as a physical barrier and transitional area to the existing industrial uses to the south of the subject property. The proposed zone change is not an immediate extension of the existing industrial.

The light industrial uses permitted by right in General Business District-II (GB-2) are not appropriate or consistent with the existing uses in the immediate area.

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

The proposed zone change was sent to the City of Schertz Police, Fire, and EMS Departments for review and no objections were provided.

The Planning and Zoning Commission held a public hearing for the item at the June 3, 2026, meeting. During the hearing of residents, concerns were shared regarding the permitted industrial uses in the zoning district and truck traffic.

RECOMMENDATION

Staff Recommendation:

Staff recommends denial of Ordinance 26-S-016, due to the incompatibility with the Comprehensive Land Use Plan- Future Land Use Map, and uses permitted in the proposed zoning district.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission held a public hearing for the item at the June 3, 2026, meeting and

made a recommendation of denial to City Council with a 7-0 vote.

Attachments

Ordinance 26-S-016 with Attachments

200-foot Notification Map

Public Hearing Responses

Engineering TIA Summary Memo

Applicant Letter of Intent

City Council Presentation Slides

Applicant's Presentation

ORDINANCE NO. 26-S-016

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, TO REZONE APPROXIMATELY 2.1 ACRES OF LAND FROM PRE-DEVELOPMENT DISTRICT (PRE) TO GENERAL BUSINESS DISTRICT - II (GB-2), KNOWN AS 6615 FM 482, SPECIFICALLY KNOWN AS COMAL COUNTY PROPERTY IDENTIFICATION NUMBERS 428461 and 78974, CITY OF SCHERTZ, TEXAS.

WHEREAS, an application to rezone approximately 2.1 acres of land from Pre-Development District (PRE) to General Business District-II (GB-2), known as 6615 FM 482, specifically known as Comal County Property Identification Numbers 428461 and 78974 more specifically described in the Exhibit A and Exhibit B attached herein (herein, the “Property”) has been filed with the City; and

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

WHEREAS, on June 3, 2026, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to deny the requested zone change with a 7-0 vote; and

WHEREAS, on July 7, 2026, the City Council conducted a public hearing and, after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property, as shown and more particularly described in the attached Exhibit A and Exhibit B, approximately 2.1 acres of land is hereby zoned General Business District – II (GB-2).

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

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

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"

Property Description: Legal Metes and Bounds

ALTANSPS LAND TITLE SURVEY

2.011 ACRES OF LAND LOCATED IN THE FRANCISCO RODRIGUEZ SURVEY NO. 99, ABSTRACT NO.-484, COMAL COUNTY, TEXAS, BEING THAT SAME LAND COMPRISED OF: TRACT 1- BEING 0.750 ACRE TRACT, A CALLED 0.75 ACRE TRACT RECORDED IN VOLUME 79, PAGE 278, DEED RECORDS, COMAL COUNTY, TEXAS.

TRACT 2- BEING 1.261 ACRE TRACT, A CALLED 1.250 ACRE TRACT RECORDED IN VOLUME 641, PAGE 218, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS AND FURTHER DESCRIBED IN DOCUMENT NO. 20100603577, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS.

TABLE A:
1. MONUMENTS HAVE BEEN LOCATED AT ALL MAJOR CORNERS OF THE BOUNDARY.

2. THE ADDRESS OF THE SITE IS 6615 FM 482, NEW BRAUNFELS, TEXAS, 78132.

3. ACCORDING TO MAP NO.48091C0440F OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR COMAL COUNTY, DATED 9/2/2009, THE SUBJECT TRACT IS SITUATED WITHIN UNSHADED ZONE X.

4. THE TOTAL AREA OF THIS SITE IS 2.011 ACRES.

7A. EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL ARE SHOWN HEREON.

9. THERE IS A TOTAL OF 0 STRIPED PARKING SPACES FOR CARS, INCLUDING 0 OF WHICH ARE MARKED HANDICAPPED AND 0 OF WHICH ARE FOR MOTORCYCLES.

TITLE COMMITMENT:INDEPENDENCE TITLE GF# 1931982-NBF
EFFECTIVE DATE: 07/30/2019

SCHEDULE B

1. ITEM NO. 1, SCHEDULE B, IS HEREBY DELETED.

10a RIGHTS OF PARTIES IN POSSESSION. (OWNERS POLICY)-*

10b ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DESCRIBED.-*

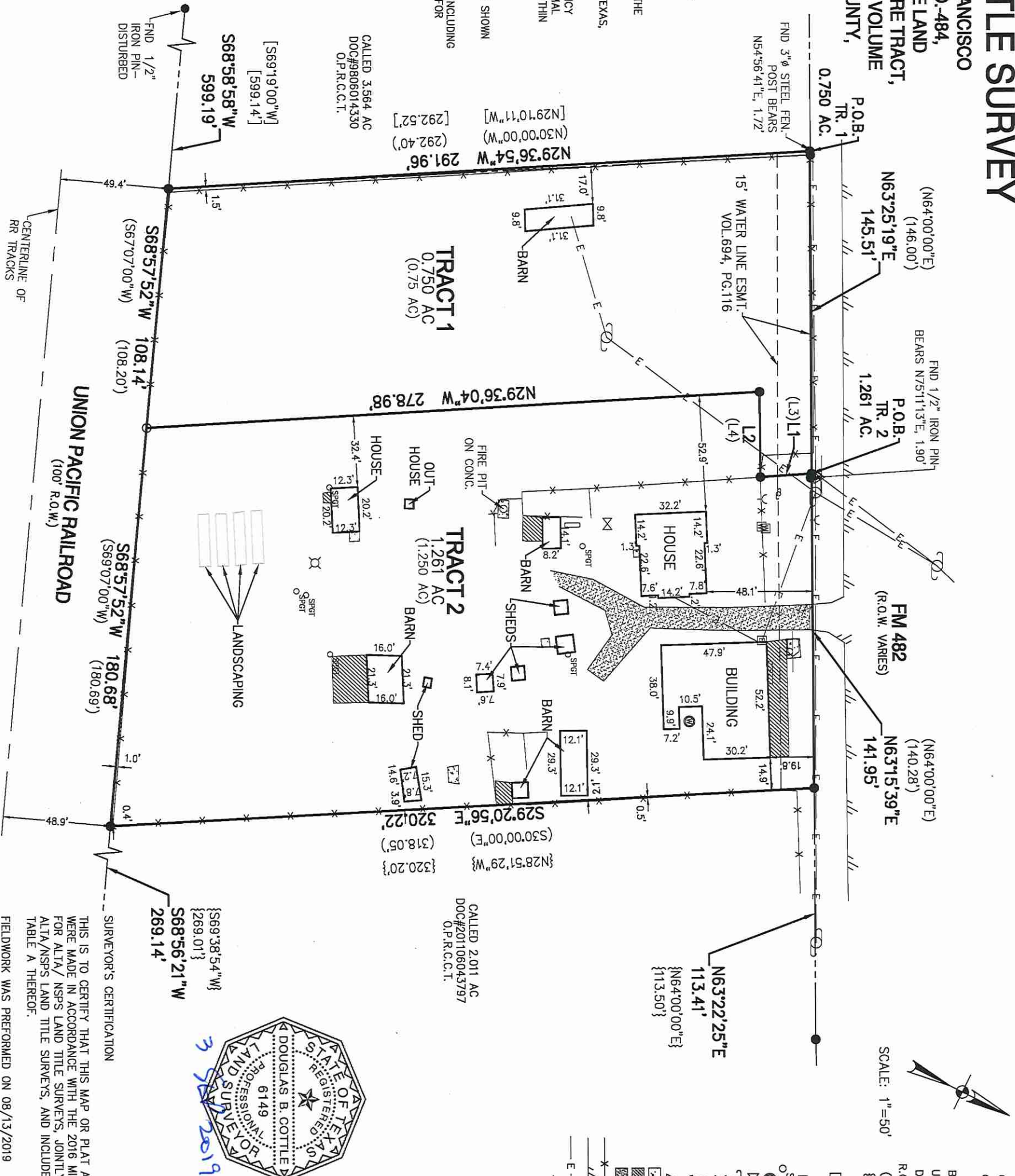
10c ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.-*

10d RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.-*

10e ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.-*

10f 15' WIDE WATER LINE EASEMENT GRANTED TO GREEN VALLEY WATER SUPPLY CORPORATION, AS RECORDED IN VOLUME 694, PAGE 116, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS. - APPLIES AS SHOWN

10g LEASES, GRANTS, EXCEPTIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS AND PRIVILEGES AND IMMUNITIES RELATING THERETO APPEARING IN PUBLIC RECORDS WHETHER LISTED IN SCHED B. OR NOT.-*



LEGEND:

- = FND 1/2" IRON PIN
- = SET 1/2" IRON PIN W/ CAP STAMPED "HMT"
- B.L. = BUILDING SETBACK LINE
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- R.O.W. = RIGHT-OF-WAY
- () = RECORD CALLS
- [] = RECORD CALLS PER DOC# 201106043797
- [] = RECORD CALLS PER DOC# 9806014330
- ⊕ = WATER METER
- ⊙ = SPIGOT
- ⊗ = WELL
- ⊕ = WATER VALVE
- ⊗ = POWER POLE
- ⊕ = LIGHT POLE
- ⊗ = ELECTRIC METER
- ⊕ = GUY ANCHOR
- ⊗ = TELEPHONE PEDESTAL
- ⊕ = CONCRETE
- ⊗ = COVERED GROUND
- ⊕ = GRAVEL
- ⊗ = WIRE FENCE
- ⊕ = EDGE OF ASPHALT
- ⊗ = OVERHEAD ELECTRIC
- * = CANNOT BE PLOTTED AS DESCRIBED

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N30°01'24"W	23.27
L2	N63°10'24"E	38.52
RECORD LINE TABLE		
LINE #	BEARING	LENGTH
L3	N30°00'00"W	23.00
L4	N64°00'00"E	38.90

BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83.



THIS SURVEY IS CERTIFIED TO: BILLY WARD AND/OR ASSIGNS AND INDEPENDENCE TITLE

SURVEYOR'S CERTIFICATION
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA/NSPS LAND TITLE SURVEYS, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, AND 9 OF TABLE A THEREOF.

FIELDWORK WAS PERFORMED ON 08/13/2019
DATED THIS 29TH DAY OF AUGUST, 2019.

DOUGLAS B. COTTLE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6149

Drawing Name: S:\Projects\Title Surveys\Rodriguez, Francisco\1997 ac - 6615 FM 482\19-0761 - BPRV\CAO\19-0761.dwg User: douge Sep 03, 2019 - 4:52pm

HMT
ENGINEERING & SURVEYING

290 S. CASTELL AVE., STE. 100
NEW BRAUNFELS, TX 78130
TBPPE FIRM F-10961
TBPPLS FIRM 10153600

Exhibit "A": Property Description- Legal Metes and Bounds



410 N. Seguin Ave.
New Braunfels, TX 78130
HMTNB.COM
830.625.8555 • FAX: 830.625.8556
TBPLS FIRM 10153600

METES AND BOUNDS DESCRIPTION FOR A 2.011 ACRE TRACT OF LAND

Being a 2.011 acre tract of land out of the Francisco Rodriquez Survey No. 99, Abstract No. 484, Comal County, Texas, and being comprised of Tract 1-0.750 acre, being all of a called 0.75 acre tract of land recorded in Volume 79, Page 278, Deed Records, Comal County, Texas and Tract 2-1.261 acres, being all of a called 1.250 acre tract recorded in Volume 641, Page 218, Official Public Records, Comal County, Texas, further described in Document No. 201006035577, Official Public Records, Comal County, Texas, said 2.011 acre tract of land being more particularly described as follows:

TRACT 1 - 0.750 Acre

BEGINNING at 1/2" iron pin found for the Northeast corner of a called 3.564 acre tract recorded in Document No. 9806014330, Official Public Records, Comal County, Texas, also being the Northwest corner of said 0.75 acre tract and the herein described tract and being in the South right-of-way of State-Farm-to-Market Road (F.M.) 482 (Right-of-way varies), from which a 3" diameter steel fence post bears N 54°56'41" E a distance of 1.72 feet;

THENCE along the North line of said 0.75 acre tract and the herein described tract, common with the South right-of-way of F.M. 482, N 63°25'19" E a distance of 145.51 feet to a 1/2" iron pin found for the Northeast corner of said 0.75 acre tract and the herein described tract, also being the Northwest corner of a 1.261 acre tract, surveyed this day, being all of a called 1.250 acre tract recorded in Volume 641, Page 218, Official Public Records, Comal County, Texas, from which a 1/2" iron pin found bears N 75°11'13" E a distance of 1.90 feet and a 1/2" iron pin found also bears N 63°15'39" E a distance of 141.95 feet;

THENCE across said 2.011 acre tract and along the East line of said 0.750 acre tract, common with the West line of said 1.261 acre tract, the following 3 (three) calls:

1. S 30°01'24" East a distance of 23.27 feet to a 1/2" iron pin found for an interior corner of the herein described tract;
2. S 63°10'24" W a distance of 38.52 feet to a 1/2" iron pin found for an interior corner of the herein described tract;
3. S 29°36'04" E a distance of 278.98 feet to a 1/2" iron pin (with cap stamped "HMT") set for an interior corner of the herein described tract and being in the North right-of-way line of Union Pacific Railroad (100 feet right-of-way), from which a 1/2" iron pin found bears N 68°57'52" E a distance of 180.68 feet;

THENCE along the South line of said 0.75 acre tract and the herein described tract, common with the North right-of-way of Union Pacific Railroad, S 68°57'52" W a distance of 108.14 feet to a 1/2" iron pin found for the Southwest corner of said 0.75 acre tract and the herein described tract, also being the

Exhibit "A": Property Description- Legal Metes and Bounds

Southeast corner of the aforementioned 3.564 acre tract, from which a 1/2" iron pin found (disturbed) bears S 68°58'58" W a distance of 599.19 feet;

THENCE along the East line of said 3.564 acre tract, common with the West line of said 0.75 acre tract and the herein described tract, N 29°36'54" W, a distance of 291.96 feet to the POINT OF BEGINNING and containing 0.750 acre of land in County, Texas.

TRACT 2 – 1.261 Acres

BEGINNING at 1/2" iron pin found for the Northeast corner of a called 0.750 acre tract, surveyed this day, also being all of a called 0.75 acre tract, recorded in Volume 79, Page 278, Deed Records, Comal County, Texas, also being the Northwest corner of a called 1.250 acre tract recorded in Volume 641, Page 218, Official Public Records, Comal County, Texas, and being in the South right-of-way of said F.M. 482 (right-of-way varies) and from which a 1/2" iron pin found bears N 75°11'13" E a distance of 1.90 feet, and from which a 1/2" iron pin found bears S 63°25'19" W a distance of 145.51 feet;

THENCE along the North line of said 1.250 acre tract and the herein described tract, common with the South right-of way of F.M. 482, N 63°15'39" E a distance of 141.95 feet to a 1/2" iron pin found for the Northeast corner of said 1.250 acre tract and the herein described tract, also being the Northwest corner of a called 2.011 acre tract recorded in Document No. 201106043797, Official Public Records, Comal County, Texas, from which a 1/2" iron pin found bears N 63°22'25" E a distance of 113.41 feet;

THENCE departing said right-of-way of F.M. 482 and along the East line of said 1.250 acre tract and the herein described tract, common with West line of said 2.011 acre tract, S 29°20'56" E, a distance of 320.22 feet to a 1/2" iron pin found for the Southeast corner of said 1.250 acre tract and the herein described tract, also being the Southwest corner of said 2.011 acre tract and being in the North right-of-way of the Union Pacific Railroad (100 feet right-of-way), from which a 1/2" iron pin found bears N 68°56'21" E a distance of 269.14 feet;

THENCE along the South line of said 1.250 acre tract and the herein described tract, common with the North right-of-way of said Union Pacific Railroad, S 68°57'52" W a distance of 180.68 feet to a 1/2" iron pin (with cap stamped "HMT") set for the Southwest corner of the herein described tract, also being the Southeast corner of the aforementioned 0.75 acre tract, from which a 1/2" iron pin found bears S 68°57'52" W a distance of 108.14 feet;

THENCE across said 2.011 acre tract and along the East line of said 0.750 acre tract, common with the West line of said 1.261 acre tract, the following 3 (three) calls:

1. N 29°36'04" W a distance of 278.98 feet to a 1/2" iron pin found for an interior corner of the herein described tract;
2. N 63°10'24" E a distance of 38.52 feet to a 1/2" iron pin found for an interior corner of the herein described tract;

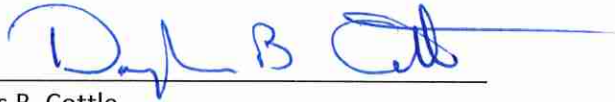
Exhibit "A": Property Description- Legal Metes and Bounds

3. N 30°01'24" W a distance of 23.27 feet to the POINT OF BEGINNING and containing 1.261 acre of land in County, Texas.

Bearings shown hereon are based on the Texas Coordinate System, South Central Zone (4204), NAD 83.

Surveyed this the 8th day of August, 2019.

Reference survey of said 2.011 tract of land, comprised of Tract 1, 0.750 acre and Tract 2, 1.261 acres prepared this same date.



Douglas B. Cottle

Registered Professional Land Surveyor No. 6149

S:\Projects\Title Surveys\Rodriguez, Francisco\1.997 ac - 6615 FM 482\
19-0761 - IMPRV\Rodriguez F 2.011ac MB_6615 FM 482_19-0761.docx



Exhibit “B”
Zoning Exhibit

CURRENT

AD

FM 482

OLD MAGOGDOGHES RD

Union Pacific Railroad

R-A

PRE

PRE

M-1

Exhibit "B": Zoning Exhibit

PROPOSED

AD

FM 482

OLD MAGOGDOGHES RD

Union Pacific Railroad

R-A

GB-2

PRE

M-1

SCHERTZ

COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last update: March 26, 2026

City of Schertz, GIS Specialist: Bill Gardner,

gis@schertz.com (210) 619-1165

The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall The City of Schertz be liable for any special, indirect, or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.

Proposed
Zoning Change

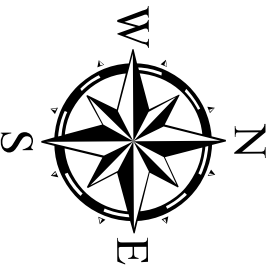
6615 FM 482
(PLZC20260035)

Classification

- (PRE) Pre-Development
- (PDD) Planned Development
- (PUB) Public Use
- (R-A) Single-family Residential/Agricultural
- (R-1) Single-family Residential
- (R-2) Single-family Residential
- (R-3) Two-family Residential

- (R-4) Apartment/Multi-Family Residential
- (R-6) Single-family Residential
- (R-7) Single-family Residential
- (AD) Agricultural District
- (GH) Garden Home/Single-family Residential (Zero Lot Line)
- (TH) Townhome
- (MHS) Manufactured Home Subdivision
- (MHP) Manufactured Home Parks
- (GB) General Business

- (GB-2) General Business II
- (NS) Neighborhood Services
- (OP) Office and Professional
- (MSMU) Main Street Mixed Use
- (MSMU-ND) Main Street Mixed Use New Development
- (M-1) Manufacturing (Light)
- (M-2) Manufacturing (Heavy)
- (DVI) Development Agreement (Delayed Annexation)





City of Schertz

Proposed Zone Change

6615 FM 482
(PLZC20260035)

 Project Boundary  Parcels

 200' Buffer



NOTICE OF PUBLIC HEARING

May 21, 2026

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, June 3rd, 2026, at 6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas, to consider and act upon the following item:

PLZC20260035 - Hold a public hearing and make a recommendation on a zone change request on approximately 2.1 acres of land from Pre-Development District (PRE) to General Business District-II (GB-2), known as 6615 FM 482, specifically known as Comal County Property Identification Numbers 428461 and 78974, City of Schertz, Comal County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Daisy Marquez, Senior Planner, at 1400 Schertz Parkway, Bldg. 1, Schertz, Texas 78154, or by e-mail planning@schertz.com. If you have any questions, please feel free to call Daisy Marquez, Senior Planner, directly at (210) 619-1782.

Sincerely,

Daisy Marquez
Senior Planner

Reply Form:

City Council will have a public hearing on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). **The written protest must be received by City no later than noon (central time) on the Friday before the reading by the City Council.** If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.

I am: in favor of ☐ opposed to ☐ neutral to ☒ the request for **PLZC20260035** lightingCOMMENTS: Concerns of dust, # of size of trucks parking, truck access,NAME: Martin Friesenhahn (PLEASE PRINT) SIGNATURE: Martin FriesenhahnSTREET ADDRESS: 22900 Old Nacogdoches Rd NB, TX 78132DATE: 6-2-2026Possible fence property
damage by trucks.



COMMUNITY
SERVICE
OPPORTUNITY

PLANNING & COMMUNITY
DEVELOPMENT

NOTICE OF PUBLIC HEARING

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I am: in favor of ☐

opposed to ☐

neutral to ☒

the request for **PLZC20260035**

COMMENTS: _____

NAME: Milton R Saunders

(PLEASE PRINT)

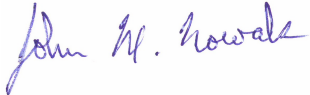
SIGNATURE Milton R Saunders

STREET ADDRESS: 6691 F.m. 482

New Braunfels, Tx 78132

DATE: 06/02/2026

Memo

To: Planning and Zoning Commission via Daisy Marquez, Senior Planner
From: John Nowak, P.E., Engineer 
Date: May 18, 2026
Re: Traffic Impact Summary for Proposed Zone Change for 6615 FM482

The approximately 2-acre site at 6615 FM 482 is currently zoned PRE. The PRE zoning designation doesn't provide for any development, so there really isn't any peak hour trips associated with the current zoning.

The proposed zoning designation of GB-2 would allow a variety of commercial uses on the site. Developed to its maximum potential for this zoning designation, the maximum peak hour trips could be 102. Therefore, the maximum traffic impact (the difference between the two zoning classifications, is 102 peak hour trips. The applicant proposes a use on the site that would result in a far lower amount of peak hour trips.

This amount of peak hour trips is just barely above the threshold for requiring a Traffic Impact Analysis (TIA). The proposed zone change would increase traffic to some degree, but increase can be accommodated by the existing transportation system. The TIA would identify any needed, localized improvements needed to mitigate the effects of the additional traffic. Such improvements could be the installation of a right turn/deceleration lane or left turn lane at the access point for the site.

While the proposed zone change would increase traffic on the transportation system, the amount of the increase is relatively minor and can be mitigated. The transportation system would continue to function at an acceptable level.



419 Marshall St.
San Antonio, Texas 78212
sflroes@bendicion.companies.com
www.bendicion-companies.com
(210) 392-0036

Letter of Intent

March 16, 2026

City of Schertz Planning Department
1400 Schertz Parkway Bldg. 1
Attn Development Services - **6615 FM 482 New Braunfels, TX 78132**

This letter is submitted in support of a request to rezone the property located at 6615 FM 482, New Braunfels, Texas 78132 from **PRE (Pre-Development)** to **GB-2**. The property is 2 tracts totaling 2.011 acres and is located at the intersection of FM 482 and Old Nacogdoches Rd.

The intent of this rezoning request is to allow the development and use of the property for an **office-warehouse/outdoor storage**.

If you have any questions, please give us a call. Thank you for your time and have a great day.
Sincerely,

Ethan Bracy

Ethan Bracy.
Engineer-in-Training
Bendicion Engineering, LLC

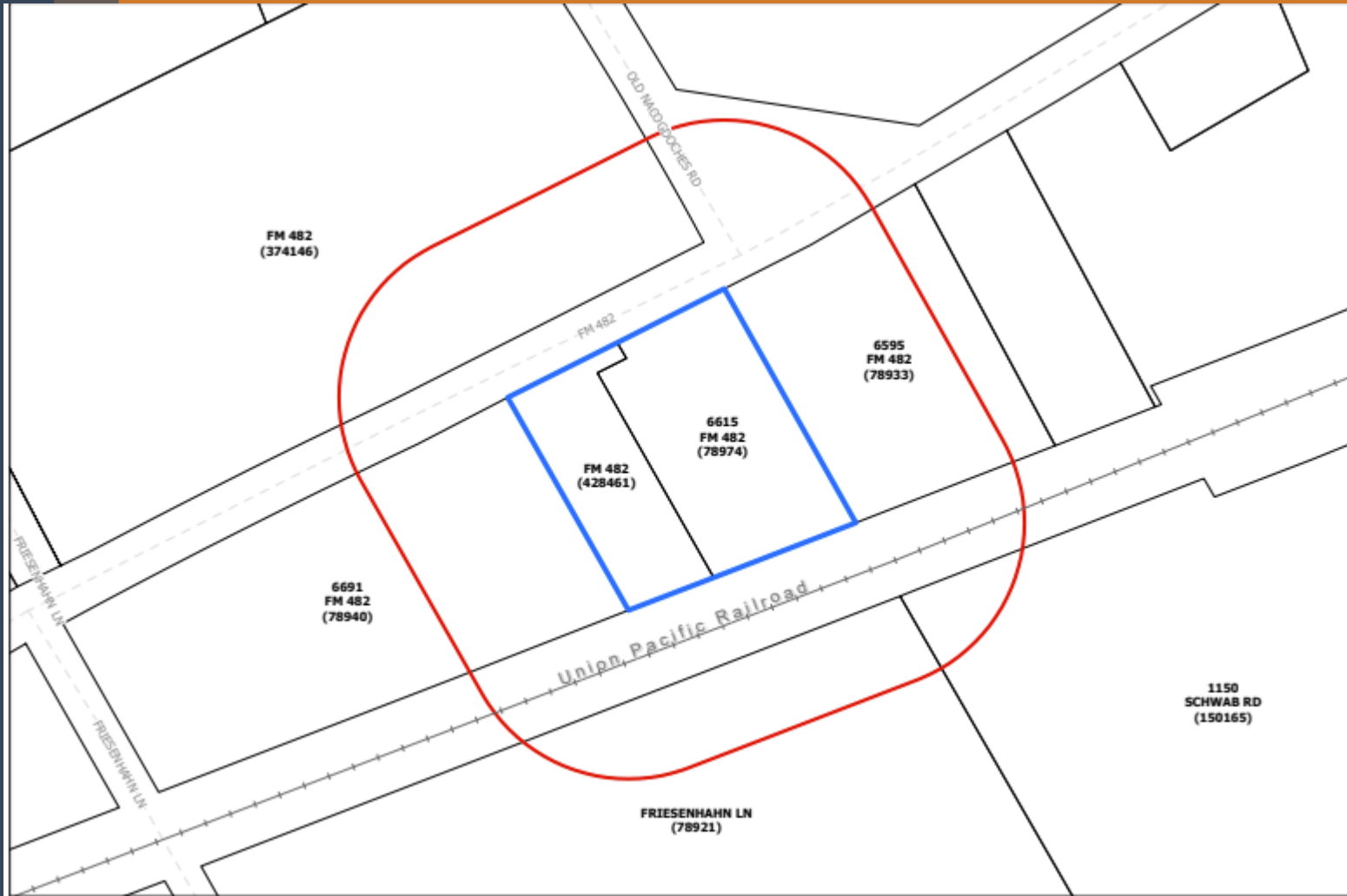
Ord. 26-S-016

Zone Change PRE to GB-2 2.1 ac

Daisy Marquez | Senior Planner



	Zoning	Use
Subject Property	Pre-Development District (PRE)	Residential Building and Older Commercial Buildings
North	Right of Way	FM 482
South	Railroad Tracks	Union Pacific Railroad
East	Pre-Development District (PRE)	Residence and Older Commercial Buildings
West	Single-Family Residential/ Agricultural District (R-A)	Residential



- 7 Public notices were sent on 5.21.26
- As of today
 - (0) in Favor
 - (2) Neutral to
 - (0) in Opposition
- A public hearing notice was published in the “San Antonio Express” on June 17, 2026
- A notification sign was placed by the applicant
- P&Z Meeting June 3, 2026

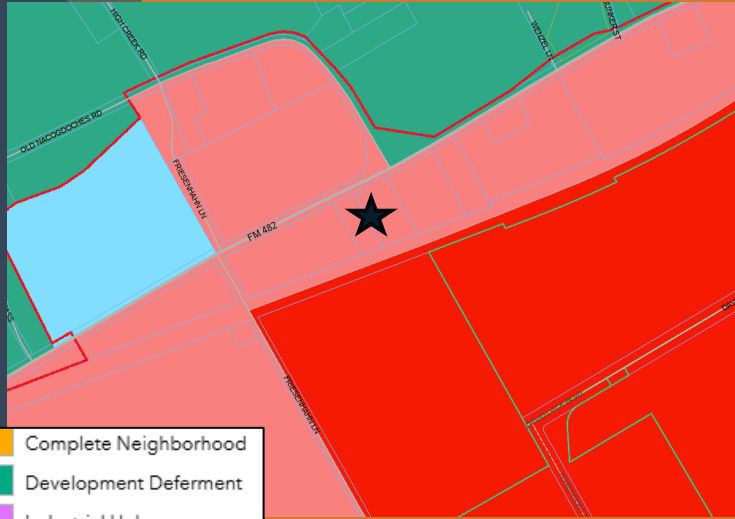


- 2.1 ac
- Proposing Office-warehouse

	Existing	Proposed
	Pre-Development District (PRE)	General Business District-II (GB-2)
Permitted Uses (Sec. 21.5.8)	N/A	• Appliances, Furniture and Home Furnishing Store • Building Material and Hardware Sales • Car Wash, Automated • Commercial Amusement, Indoor • Auto Repairs and Service, Major • Office Warehouse/Distribution Center • Mini-Warehouse/Public Storage (SUP)
Area Square Feet (Sec. 21.5.7)	N/A	10,000
Width & Depth (Sec. 21.5.7)	N/A	100 x 100
Setbacks	N/A	Adj. to non-res : Front: 20', Side: 0, Rear: 0 Adj. to res: Front: 25', Side: 25', Rear: 25'
Maximum Height (Sec. 21.5.7)	N/A	120'
Maximum Impervious Coverage (Sec. 21.5.7)	N/A	80%

UDC SECTION 21.5.4.D Criteria for Approval

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



- **Existing** Local Corridor Future Land Use Designation:
 - Locally oriented commercial and entertainment along medium to high volume roads with neighborhoods at the perimeter
 - Does not support GB-II and its permitted uses
- **Proposed** Industrial Hub Future Land Use Designation:
 - Light and heavy industrial uses along major roadways
 - Buffered from surrounding development with transitional uses that mitigate impacts to low-intensity commercial and residential uses
 - Supports GB-II and its permitted uses
- Proposed GB-2 is not compatible with and does not align with the intents of the Local Corridor Future Land Use Designation.

UDC SECTION 21.5.4.D Criteria for Approval

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

- Engineering Memo on TIA Summary:
 - Proposed zone change will increase traffic, but the impact is minor and can be mitigated
 - The transportation system would continue to function at an acceptable level
- Traffic impact will not impact the health, safety, or welfare of the City.

UDC SECTION 21.5.4.D Criteria for Approval

2. Continued:

- Schertz Strategic Plan lists goals and objectives to effectively **plan** and **manage** land use.
- Missing transitional buffers (zoning/ light commercial) from residential uses and zoning.
- Proposed GB-2 does not promote effective land use management, which impacts the general welfare of the community.



	Use
North	Agriculture and Residential
South	Railroad Tracks
East	Residential Uses
West	Residential- Ord. 24-S-141
Proximity	John Paul II Catholic High School and the Archbishop of San Antonio owned properties

UDC SECTION 21.5.4.D Criteria for Approval

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

- Proposed zone change is not consistent or appropriate with existing uses in the area
- GB-2: Intended for non-residential and light industrial uses
 - Permitted uses (21.5.8) include but are not limited to: bottling works; general manufacturing/ industrial uses; truck sales/ heavy equipment; mixed-use self storage
- The railroad acts as a physical barrier and transitional area to the existing industrial uses to the south of the subject property.



UDC SECTION 21.5.4.D Criteria for Approval

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

- Zone change meets UDC requirements.
- Zone change was sent to Schertz Fire, Police, EMS for review and no objections were provided.
- Planning and Zoning Commission June 3, 2026, Public Hearing Portion:
 - Concerns with industrial uses and truck traffic

Staff Recommendation

Staff recommends denial of Ord. 26-S-016 due to the incompatibility with the Comprehensive Land Use Plan- Future Land Use Map, and uses permitted in the proposed zoning district.

Planning & Zoning Commission Recommendation

The Planning and Zoning Commission held a public hearing for the item on June 3, 2026, and made a recommendation of denial to City Council with a 7-0 vote.

6615 FM 482

Rezoning from PRE to GB-2

PLZC20260035



Proposed Use

GB-2 Uses

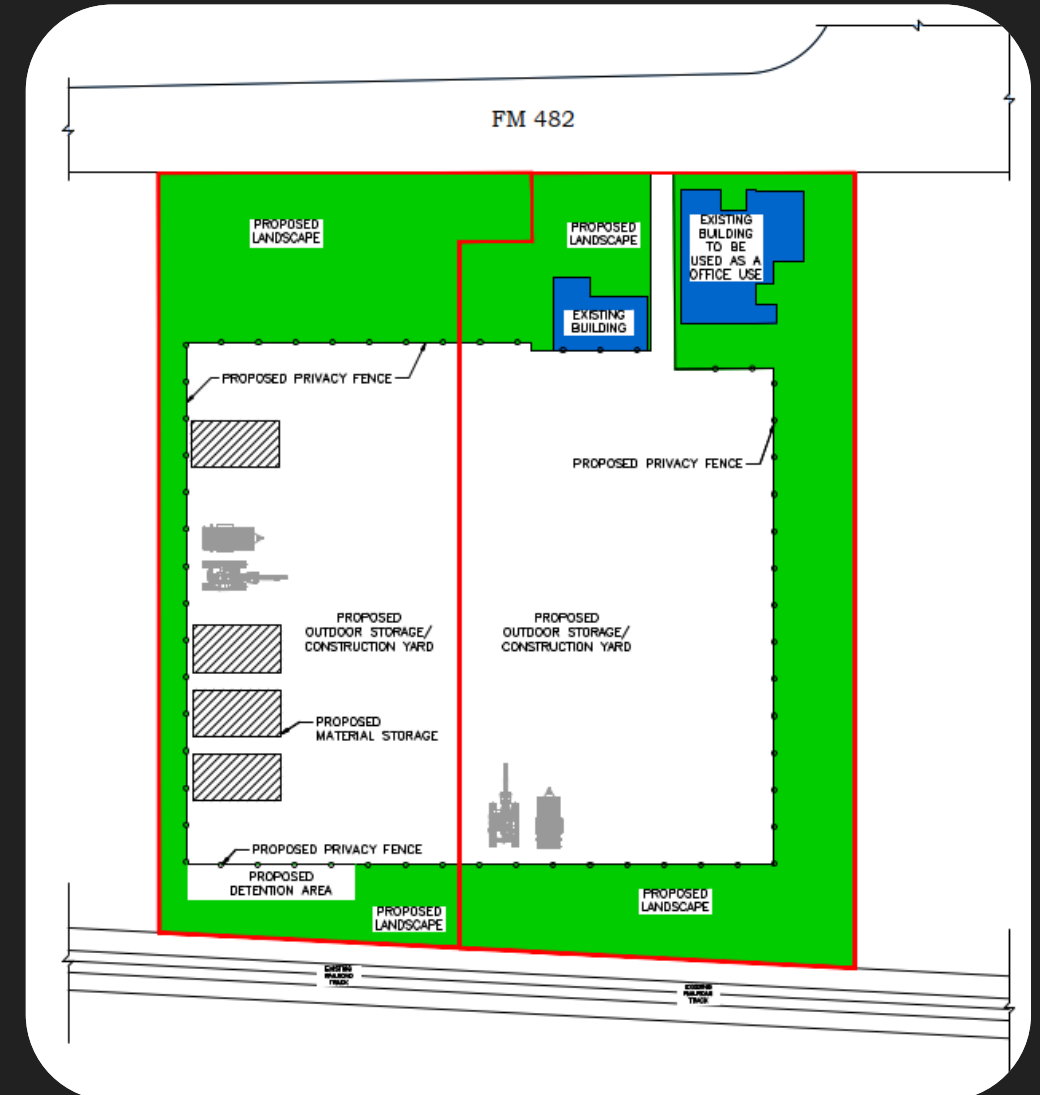
- GB-2 permitted uses are more for light industrial such as auto repair shops, contractor shops, or more heavier commercials uses such as wholesaling products.
- GB-2 is the lightest zoning that would allow Outdoor Storage to be used.

Zone Change

- Rezoning from PRE to GB-2 to allow for the property to continue to be used for Outdoor Storage Use

Site Operations

- Storage of construction equipment and machinery
- Parking and staging of work vehicles and trailers
- Material storage for ongoing projects and operations
- Potential office/support buildings for staff and operations
- A privacy fence will be added to screen the outdoor storage

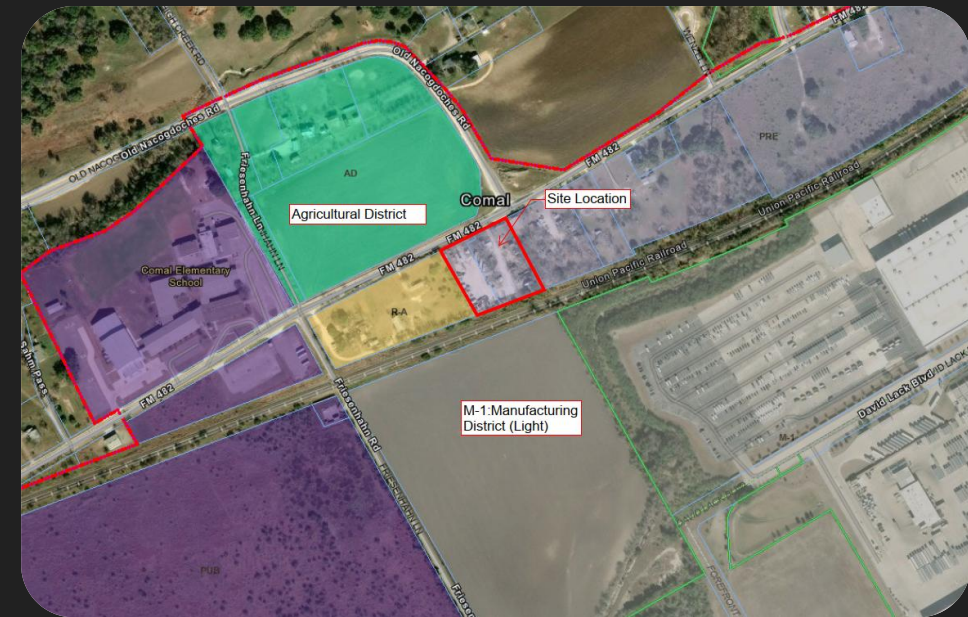


Surrounding Land Use

Surrounding property is zoned for PRE, AD, M-1, PUB, and R-A.

M-1 is to south of the property and supports a heavier manufacturing/industrial use including an Amazon Warehouse than the proposed GB-2 zoning for the property.

The adjoining neighbor zoned R-A has signed a petition in support of the zoning change.



Public Notification, Neighborhood Association Communication, and Community Involvement

Notification/Petition to Neighbors

Notices have been sent to neighbors to inform them about proposed rezoning and land plan amendment change. Both adjoining neighbors have signed a petition in support of the Land Plan Amendment and Zone Change.

Community Public Hearings

Community Public meeting with the neighbors was hosted on site on May 14th to address any concerns from the neighboring property owners.



The Pearl – Full Goods Office Building
200 E Grayson St, Suite 120
San Antonio, TX 78215
(210) 392-0036
sflores@bendicion-companies.com
www.bendicion-companies.com

Petition to Support the Rezoning and Land Plan Amendment (Comprehensive Plan) change for: 6615 FM 482, New Braunfels, Texas 78132

Comprehensive Plan Amendment: PLCPA20260074
Zoning Change Case Number: PLCZ20260035

April 2026

For Community Signatures

We, the undersigned adjacent and nearby residents of the area neighborhood, respectfully request that the local zoning commission approve the rezoning and land plan amendment application request for the property located at 6615 FM 482, New Braunfels, TX, 78132, from its current unclassified zoning designation to GB-2 (General Business District 2) and from its current comprehensive plan use of Local Corridor to Industrial Hub.

Current Surroundings and Proposed Use

The lot in question is situated along FM 482, which consists of several properties that are already designated for industrial use. The owner's intention is to align this property's zoning with its consistent surrounding land uses. The owner plans to use the tract to house commercial machinery. In addition to the construction machinery storage yard, a small office will be established on the premises to support the operations and management of the business.

Rezoning this property shall allow for responsible commercial development that can help revitalize our area, attract investment, and provide much-needed services to residents, as well as provide significant tax revenue for the city and county. We are confident that with proper regulation and oversight, commercial zoning can coexist with our neighborhood's esthetics and values, improving the overall quality of life for this area.

We urge the zoning commission to consider our collective support and approve the rezoning request. Thank you for your attention to this important matter.

Name Milton Ray Saunders Address 6691 FM 482 Signature (In Support) [Signature]
New Braunfels TX 78132
231 High Creek Rd, New Braunfels TX 78132

Economic Impact

- Creates opportunities for jobs and investment
- Generates additional commercial tax base
- Supports local suppliers, subcontractors, and service providers that benefit from nearby contractor and construction operations
- Creates opportunities for local employment including equipment operators, contractors, administrative staff, logistics personnel, and maintenance services



Conclusion

- The proposed rezoning is reasonable and appropriate
- GB-2 zoning aligns with the operational needs and current use of the property
- The request supports economic development and productive land use
- The rezoning will allow the property to contribute positively to the surrounding area

CITY COUNCIL MEMORANDUM

City Council Meeting: **July 7, 2026**
Department: **City Secretary**
Subject: **Discussion on Council Coins (Mayor Rodriguez)**

CITY COUNCIL MEMORANDUM

City Council Meeting: July 7, 2026
Department: Parks, Recreation & Community Service
Subject: Schertz Young Leaders Program Application Process Update
(S.Gonzalez/L.Shrum/C.Paddock)

BACKGROUND

At the Special City Council Meeting held on September 23, 2025, City Council discussed the Schertz Young Leaders (SYL) Program application process and provided direction to staff to consider modifications that would enhance resident representation while maintaining the program's accessibility to both residents and non-residents.

In response, staff has updated the SYL application scoring rubric for the 2026–2027 program cycle. The revised rubric includes an additional one (1) point awarded to applicants who are residents of the City of Schertz. This adjustment is intended to provide a modest preference for resident applicants, while preserving an equitable and competitive selection process for all participants.

Staff believes this modification aligns with Council's direction by encouraging increased participation from Schertz residents, while continuing to foster a diverse and inclusive program reflective of the broader community.

Attachments

SYL Application Draft 2026
SYL Grading Rubric



Schertz Young Leaders Program 2026-27

The Schertz Young Leaders program gives students the opportunity to learn about their community on a higher level. They will be introduced to the multiple facets that make up Schertz: Local Government, Education, Community Businesses & Partners, and the Randolph Air Force Base. Participating in this program should increase students' community awareness and prepare them to make positive impacts in the future.

The program seeks to foster the development of knowledgeable citizens and future leaders of Schertz through in-depth programs that introduce students to the wide variety of opportunities, challenges, and resources available in the City and allow them to interact with community leaders and decision makers.

Schertz Young Leaders is open to all interested high school Sophomores, Juniors, and Seniors (public, private, and home schooled) that reside in Schertz, go to school in Schertz, or are in the SCUC Independent School District.

Commitment

Schertz Young Leaders consists of six (6) **mandatory** school-day sessions, most of which begin at 9:15 am and end approximately at 3:15 pm as well as an evening graduation in May. Each session will be focused on a particular topic pertaining to the community and will also promote personal growth. Students will hear from and interact with community leaders, tour facilities, and complete a final presentation. Also required is attendance to one (1) Schertz City Council Meeting, one (1) volunteer event, and one (1) SCUCISD Board Meeting.

Attendance is mandatory for graduation of the program. One (1) excused absence may be permitted pending notification and acceptance by the City of Schertz staff representative, on a case-by-case basis.

2025-26 Class Schedule

TBD	Leadership Retreat: Challenge Course in Georgetown
TBD	Leadership & Understanding Human Behavior
TBD	Council Introductions, 6pm
TBD	Education & Developing Emotional Intelligence
TBD	SCUCISD School Board Meeting
TBD	Local Government & Cultivating Your Leadership Style
TBD	Community Businesses & Teamwork: The Key to Success
TBD	JBSA Randolph Trip & Continues Growth- Setting Your Intentions
TBD	Presentation & Graduation, 6:30pm



Student Application Form

Applicant Information:

Applicant Name:		Mobile Number:	
Street Address:		City, State, Zip:	
Email Address:		Grade:	
School:		GPA:	

Race/Ethnicity:

☐ Asian/Asian American	☐ Hispanic or Latino	☐ Middle Easterner/North African	☐ White
☐ Black or African American	☐ Native American	☐ Native Hawaiian or Pacific Islander	☐ Other

Shirt Size:

☐ Adult Small	☐ Adult Medium	☐ Adult Large	☐ Adult XL	☐ Adult 2XL	☐ Adult 3XL
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Emergency Contact:

Full Name:		Mobile Number:	
Email Address:		Relation:	

Leadership Statement

Please write a short 2-3 sentence statement on what Leadership means to you.

Personal Achievement

List your most important accomplishment and why you consider it as such.



Student Application Form

Transportation

Classes will take place at the Schertz Community Center (1400 Schertz Parkway) unless otherwise stated prior to class.

SCUCISD can provide their students transportation from their campuses to and from class if needed. City staff can also assist other school districts if students need help with transportation for class.

☐ Parent/Student will provide transportation to/from class

☐ Student will need help with transportation from school

☐ I'm not sure if we will need transportation

Essay

In 500 words or less, tell us your story in a well structured essay.

We want to know who you are, what matters to you, and what's shaped your path so far. Why do you want to join the Schertz Young Leaders Program, and what do you hope to gain from it? What are your dreams for the future, and how do you hope to make an impact in your community? Be honest, be thoughtful, and most of all — be yourself.

"I agree to email my 500 word essay to parksandrec@schertz.com no later than September 10th, 2025 and understand that failure to do this will void my application"

Applicant Name

Signature

Resume

Students must submit a Resume with their application. Please include a section on any extracurriculars, clubs, sports, organizations, or community service that you participate in.

Applicant Commitment (please initial by each statement)

Initials

- I wish to participate in the Schertz Young Leaders Program.
- I have my school's support for my participation (see next page).
- I have my guardian's support for my participation (see next page).
- I will be able to attend the monthly 6-full day sessions (9:15 am - 3:15 pm).
- I will participate in the presentation and graduation in May.
- I am aware of the attendance policy and agree to adhere to that policy.
- I commit to giving my full attention to Schertz Young Leaders through all sessions.
- I will attend one SCUCISD school board meeting, one City of Schertz City Council meeting, and one volunteer event.

Applicant's Signature

Date



School & Guardian Commitment

School Commitment- Principal or Vice Principal

I am aware of the time requirements of the Schertz Young Leaders program, have read the commitment above and agree with the participation of this student in the program. As a school administrator, I support this program and approve time away from school to attend all sessions.

Administrators Name

Signature

E-mail Address

Date

Guardian Commitment & Photo Release

I am aware of the time requirements of the Schertz Young Leaders program, have read the commitment in the previous pages and agree with the participation of my child in the program. I pledge to support my child with transportation as necessary and commitment within Schertz Young Leaders.

Guardian Name:

Signature

I grant permission to the City of Schertz to use photographs taken of my child for use in city publications such as newsletters, ads, brochures, and to use the photographs on display boards, and to use such photographs in electronic versions of the same publications or on the City of Schertz web site or other electronic forms or media, and to offer them for use or distribution in other publications, electronic or otherwise, without notifying me.

Guardian Name:

Signature

Checklist

- ☐ Fully complete application and essay
- ☐ Obtain school administrator & guardian approval
- ☐ Submit application, essay, and resume to parksandrec@schertz.com by TBD.

Please email your completed documents in ONE email to
parksandrec@schertz.com



Application Scoring Rubric

Applicant Name: _____

Scorer's Name: _____

Quality :

Is the application filled out properly with all sections complete? Does it look like time was taken to ensure a high quality application? Did the applicant submit all materials?

5

4

3

2

1

Academics:

GPA is 4.0 or above

GPA is 3.7 or above

GPA is 3.3 or above

GPA is 3.0 or above

GPA is below 3.0

5

4

3

2

1

Short Answers:

Are the short answers complete, well-written, detailed, and thought out? Could the short answers use improvement on writing or explanation?

5

4

3

2

1

Essay:

Is the essay well-written? Does it display thoughtful content and consistent organization? Are there few grammatical and spelling mistakes?

5

4

3

2

1

Resume:

Is the resume well formatted? Is the student involved in extra-curricular or volunteer opportunities?

5

4

3

2

1

Residency:

Residents will receive 1 additional point on scoring to promote resident participation in this community program.

Non-Resident: +0

Resident: +1

Notes:

Total Score: _____

CITY COUNCIL MEMORANDUM

City Council Meeting: July 7, 2026
Department: Engineering
Subject: July 2026 Projects in Progress (B.James/K.Woodlee)

Attachments

July Updates on Major Projects

CITY COUNCIL MEMORANDUM

City Council Meeting: July 7, 2026
Department: City Manager
Subject: Update on Major Projects in Progress

Background

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

Facilities Projects:

1. Fleet Building Parking Lot

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

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

Project Update: This project was being pushed back to FY26-27 due to the need to reallocate funding from this project to help fund the repairs of the retention wall and pavers at the Schertz Library. In the interim, Public Works has graded a small area of the lot to provide additional improved surface for parking and storage of vehicles and equipment in order to comply with the City's regulations regarding the use of unimproved surfaces. Once a contract for the library wall and paver project has been executed, staff will determine if additional funding needs to be identified for this project.

2. Library Retention Wall (Pavers)

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

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

Project Update: The bid is currently ongoing and expires July 1st, and Staff will review the bids once it closes.

3. Fire Station 4

Project Description – Fire Station 4 Build

- o Project Status: All structure steel has been put in place. Wall studs and roofing going on living side along with walls of bay being built. Generator and protecting wall have been set.
- o Projected Completion: March 2027
- o Total Project Cost: Estimated \$13.25 million
- o Building Cost: Estimated \$10 million
- o Consultant: AGCM – Owner Rep
- o Architect: Martinez Architecture
- o Contractor: Marksman – CMAR

Project Update: A few rain days have popped in but progress is still ongoing. Between now and next meeting, bay walls to be completed on both sides along with supports on front. All wall studs will be in place throughout the building along with all roof decking and parapet fronts across the building. The goal is to have all of this completed by July 4 holiday.

4. FM 78 Build Out PD CID Property Room

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

- o Project Status: Approved by the County
- o Projected Completion: TBD
- o Consultant: AG/CM (Owners Representative)
- o Contractor: TBD

Project Update: An internal estimate, prepared with support from an owner's representative, placed the project cost between \$530,000 and \$560,000, which is \$1.4 million less than the Parkhill proposal. City staff will present a resolution to the City Council recommending the rejection of all proposals and rebidding the project under a Design-Build delivery model. The decision to switch to a Design-Build framework aims to better integrate the design and construction phases and streamline project management. Staff has also agreed to engage an owner's representative to oversee the project and protect the city's interests at an estimated cost of \$67K, thus, we are requesting a CIP increase of \$250K for a total estimated project cost of \$650K.

June 18 Update- On 6/16/26, City Staff met with AG/CM for the preliminary meeting. Purchasing will take the RFQ documents from AG/CM and use the city standard RFQ to start the new bidding process for the project. AG/CM mentioned the total, estimated project time could be 11 months.

5. Police Department Building Remodel

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

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

Project Update: In a **holding status** until administrative tasks with the FM 78 build out for the property room and CID are completed. No update as of June 2026.

6. HVAC Replacement

Project Description – Replacing aged HVAC units at the following locations City Hall (5 units), Council Chambers (1), Library (9) and YMCA (11).

- o Project Status: In progress
- o Projected Completion: estimated August 2026
- o Contractor: Way Mechanical

Project Update: The installation and replacement of the Council Chambers HVAC unit has been completed, there is a small punch list of items that need to be attended to. The contractor is currently working on submitting the permitting for the screen/railing at City Hall approved, once approved work will begin. Lastly, due to summer schedules, the Library and YMCA installation and replacement will take place in August 2026.

Drainage Projects:

1. FM 78 South Channel Silt Removal

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

- o Project Status: Easement Acquisition
- o Projected Completion: Spring 2027
- o Project Cost: Design \$32,100, Drainage Report \$4,600
- o Consultant: Unintech Consulting Engineers, Inc.
- o Contractor: TBD

Project Update: Unintech easement acquisition sub-consultant has provided the market analysis for the necessary easements and is beginning negotiations. After easements are acquired, the project will be rebid, and construction will proceed.

2. Pickrell Park & FM 1518 Drainage

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

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

Project Update: Unintech has provided a revised report on the recommended drainage and sewer improvements and staff is currently reviewing the report. Recommendations from the study will be used to develop a project to improve the drainage in this area of the City.

3. Wendy Swan Drainage

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

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

Project Update: Staff has received final plans and specifications. Staff is continuing to work on obtaining a temporary easement/right-of-entry to relocate a property owner's fence from the park property onto the property owner's property.

4. Friesenhahn Lift Station Drainage Improvements

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

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

Project Update: UEG is working to update the recommendations discussed with staff, and these will be used in the design phase of the project.

Water and Wastewater Projects:

1. Woman Hollering Creek Wastewater Interceptor Main and Lift Station

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

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

Project Update: No change from the last update. The collection and conveyance system including the lift station was put into operation March 3, 2025. The CCMA South Plant is operational. The Woman Hollering Package Treatment Plant has been shut down and is being cleaned and removed from the leased property location. The Sedona Lift Station and the pump and haul operation at Hallie’s Cove have been decommissioned. The contractor continues to work on correction of items identified on the punchlist for the project to be completed. Work remaining includes correction of pump issues, relocation and elevation of main disconnect, crane and crane foundation testing and potential correction. It is estimated that the remainder of the work on the project may still take several months to complete but as stated, the project is operational.

2. Riata Lift Station Relocation

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

- o Project Status: Begin Construction 4th Quarter of 2024.
- o Projected Completion: Summer 2026

- o Project Cost: Design & Acquisition of easements and existing lift station \$478,000; Construction: \$2,800,000
- o Consultant: Utility Engineering Group, PLLC
- o Contractor: Keystone Construction

Project Update: Keystone is working to install a couple of trees along the front of the lift station site. Other punchlist items have been completed by the contractor and their work should be closed out in July. UEG and staff continue to work with TxDOT for the reimbursement of the cost of design, site acquisition, and construction.



Riata Lift Station Location

3. FM 1518 Utility Relocations

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

- o Project Status: Construction
- o Projected Completion: The City's utility relocation portion of the project is expected to be completed in the Fall of 2026.
- o Project Cost: Design NTE \$980,000, Construction Joint Bid \$8,986,837/Aztec 16" Line \$884,270
- o Consultant: Halff Associates
- o Contractor: SER Construction Partners (TxDOT's General Contractor)/Qro Mex Construction (Aztec 16" Line-completed)

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

4. Corbett Ground Storage Tank

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

- o Project Status: Construction Phase
- o Projected Completion: Spring 2026

- o Project Cost: Design \$547,100, Construction \$8,665,220
- o Consultant: Unintech Consulting Engineers
- o Contractor: Pesado Construction Co.

Project Update: The new ground storage tank and pumps have been placed into service. Pesado is working to complete the punchlist and final closeout documentation for the project.

5. Water Loop Lines

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

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

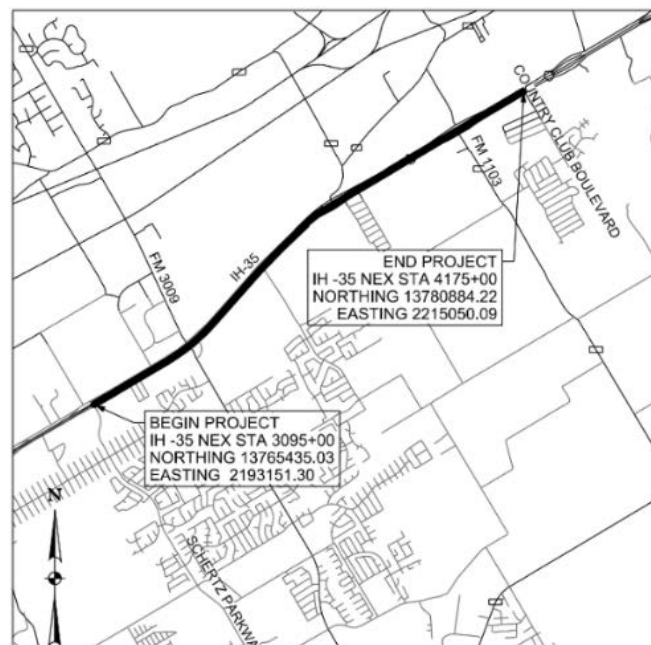
Project Update: Unintech has begun assembling the construction contract documents to begin the bidding process for the section of water line along IH 10 between Pfeil and N. Graytown roads. Advertising and bidding will be done in July.

6. IH 35 NEX-North Utility Relocations

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

- o Project Status: Design - Construction
- o Projected Completion: Joint Bid Construction is planned for Fall 2027
- o Project Cost: Design & Easement Acquisition Services - \$1,250,000
- o Project Cost: Construction Sewer Only - \$1,787,074 (\$2,000,000 NTE)
- o Consultant: Halff Associates

Project Update: No new updates - Blackrock Construction continues the sewer construction effort along IH 35. Halff is working to revise plans of a sewer crossing of IH 35 due to conflicts discovered with other utility providers. This is being coordinated with the contractor, TxDOT, and the other utilities to ensure a change in the vertical alignment does not create any other concerns. Once these plans are approved, Blackrock will continue with the bore to install the sewer line casing.



Extent of IH 35 NEX – Northern Segment

7. Robin Hood Way Waterline Replacement

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

- o Project Status: Design
- o Projected Completion: Spring 2027
- o Project Cost: \$5,350,000
- o Consultant: Kimley- Horn & Associates

Project Update: No Change from last month. Our consultant is surveying the additional area necessary to finalize the design documents, which will be incorporated into their next submittal.

8. Bell North Sewer Extension

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

- o Project Status: 90% Completion
- o Projected Completion: Summer 2026
- o Project Cost: Design \$95,000
- o Project Cost: Construction \$513,900 (\$575,000 NTE)
- o Consultant: Freeland Turk Engineering Group LLC
- o Contractor: RL Jones, LP

Project Update: RL Jones has completed their punch-list items. The City is currently coordinating with the remaining businesses that continue to operate on onsite septic systems, which were not identified or included during the original design phase.

9. Northcliffe Country Club Estates Water and Wastewater Main Replacement

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

- o Project Status: Design
- o Projected Completion: Fall 2027
- o Project Cost: \$8,733,400 (estimated)
- o Consultant: Unintech Consulting Engineers, Inc.

Project Update: Staff is performing additional, more detailed inspections of some of the manholes to determine if they do need to have liners installed in them. Once this determination has been made, the plans and bid package can be completed.



10. Cibolo West Wastewater Trunk Main

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

- o Project Status: Easement Acquisition
- o Projected Completion: Fall 2027
- o Total Project Cost: \$26,743,000
- o Consultant for Route Study: Lockwood, Andrews, & Newnam, Inc.
- o Consultant for Easement Acquisition: TBD

Project Update: No change from last update. Staff plans to present the results of the route study to Council in the coming months. After that, work will begin on the next phase of this project – easement acquisition. The scope will include a preliminary design to further refine the specific route of the trunk main in order to identify the necessary easements.

11. Elevated Storage Tank Pipe Replacement and Tank Painting

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

- o Project Status: Design
- o Projected Completion: Design expected to be complete by Fall 2026.
- o Total Project Cost: \$2,600,000 Estimated Total
- o Consultant for Study: Unintech Consulting Engineers, Inc.

Project Update: No change from previous update. The inspection of the tanks and final report is complete. Samples from the pipes have been analyzed and replacement pipe selection is currently under review. Replacement pipe material is being evaluated so the most cost-effective material is selected.

12. Schertz Parkway 16" Water Transmission Main Replacement

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

- o Project Status: Design
- o Projected Completion: Winter 2026
- o Project Cost: Design \$180,824 (\$245,000 NTE), Easements \$50,000, Construction Estimate \$1,500,000
- o Consultant: Unintech Consulting Engineers, Inc.
- o Contractor: TBD

Project Update: Final plans have been received. Consultant is still working to obtain the required construction easement for the new waterline. Project is waiting until easement is acquired before bidding. Staff has processed a task order for appraisal services to help determine the easement cost.

13. FM 3009 18" Water Transmission Main Replacement

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

- o Project Status: Design
- o Projected Completion: Fall 2027
- o Project Cost: Design \$431,752 (\$550,000 NTE), Construction Estimate (including easement acquisition) \$4,800,000
- o Consultant: Unintech Consulting Engineers, Inc.
- o Contractor: TBD

Project Update: Preliminary plans have been submitted to engineering and are currently under review.

14. IH 35 Ground Storage Tank and Pump Station

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

- o Project Status: Design
- o Projected Completion: Fall 2027
- o Project Cost: Design \$728,068 (\$800,000 NTE), Construction Estimate (including land acquisition) \$13,750,000
- o Consultant: Unintech Consulting Engineers, Inc.
- o Contractor: TBD

Project Update: No new updates - Staff met with Unintech to discuss the engineering report and proposed operation of a new storage tank and associated pumps. To try to reduce the operating pressure needed for the new pumps, it has been recommended to install a larger transmission main between the Morning Drive site and the Columbia elevated tank. This should reduce the horsepower required for the new pumps while allowing public works the flexibility to take these other tanks offline for maintenance while maintaining system operations.

15. Lift Station Decommissioning

Project Description – Decommissioning of Elbel and Whisper Branch Lift Stations including regulatory documentation and physical demolition and abandonment. The project also includes the

development of a lift station decommissioning standard guidance document that can be used by the City for future lift station decommissioning projects.

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

Project Update: No change since last update. UEG is working on the preliminary design for the decommissioning and a draft of the guidance document. Staff has provided some decommissioning needs of the electrical components at each site.

Street Projects:

1. Main Street Improvements Project

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

- o Project Status: Design
- o Projected Completion: Fall 2028
- o Project Cost: \$25,880,893
- o Consultant: Kimley- Horn Associates

Project Update: Utility outreach is ongoing and the project scope is being increased some. Some modifications to the Aviation Boulevard/FM 1518 intersection to improve the right turn movement from FM 1518 to Aviation Boulevard will be added to the project.



2. Lookout Road Reconstruction

Project Description – The project involves reconstruction of Lookout Road from Schertz Parkway to Doerr Lane. A traffic signal at the Lookout Road/Schertz Parkway intersection will also be installed. The project also includes the replacement and upsizing the existing sanitary sewer main in Lookout Road from Doerr Lane to Schertz Parkway.

- o Project Status: Design
- o Projected Completion: Fall 2027
- o Project Cost: Design \$571,000 (\$20,000 from Selma), Construction estimate \$6,738,092 (\$100,000 from Selma)
- o Design Consultant: Halff Associates

Project Update: The design amendment to shift the Schertz Parkway alignment will be presented to Council for approval later this month.

3. Lower Seguin Road Reconstruction

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

- o Project Status: Design
- o Projected Completion: Fall 2028
- o Project Cost: \$18,200,000
- o Consultant: Halff & Associates

Project Update: The DCIP funding application has been submitted. Our consultant feels the revised application is a very strong one. The DCIP selection process has also been modified from last year. This year's selection process is split into different, key segments. This means our application is competing against application geared toward one funding goal for the program and not all other funding goals. We're hopeful that this increases our chances of being selected for funding. Assistant City Engineer John Nowak was invited to give a presentation on this project to the JBSA Quarterly Community Partnership meeting on July 9th. Mr. Nowak and our consultant will present the project to the group, which includes military officials and other community officials. Right-of-Way and Easement acquisition for the project is underway, and the project plans continue to be refined.

4. Buffalo Valley South Resurfacing and Rehabilitation and Utility Replacements

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

- o Project Status: Construction
- o Projected Completion: April 16 (Substantial Completion)
- o Project Cost: \$5,977,000
- o Design Consultant: Unintech Consulting Engineering
- o Contractor: E-Z Bel Construction, LLC

Project Update: The contractor continues to complete punch list items and do final clean up in the project area. The final vacuum testing of the new sewer manholes has been partially completed. All of the manholes tested have passed. The testing and punch list is expected to be completed this month.

5. Boenig Drive Reconstruction

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

- o Project Status: Design
- o Projected Completion: Spring 2027
- o Project Cost: \$3,240,000
- o Consultant: Unintech Consulting Engineers, Inc.

Project Update: No change from last update. The design is nearly fully complete. Staff and our consultant are working to resolve a couple utility conflicts with the utility providers. Staff expects to bid the project this Summer.

6. 2024 SPAM Rehabilitation

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

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

Project Update: The concrete work has been completed in the remainder of Dove Meadows and on Maple Drive. There is a section of concrete pavement being done on Silvertree. The concrete pavement section was added to the project at the request of the gas line owner. The street work is expected to be completed in both areas this month.

7. 2025 SPAM Resurfacing

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

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

Project Update: Final plan comments have been provided, and the final changes are being made to the bid package. Once the changes are completed, the project will go out for bid.

8. Kramer Farm Rehabilitation

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

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

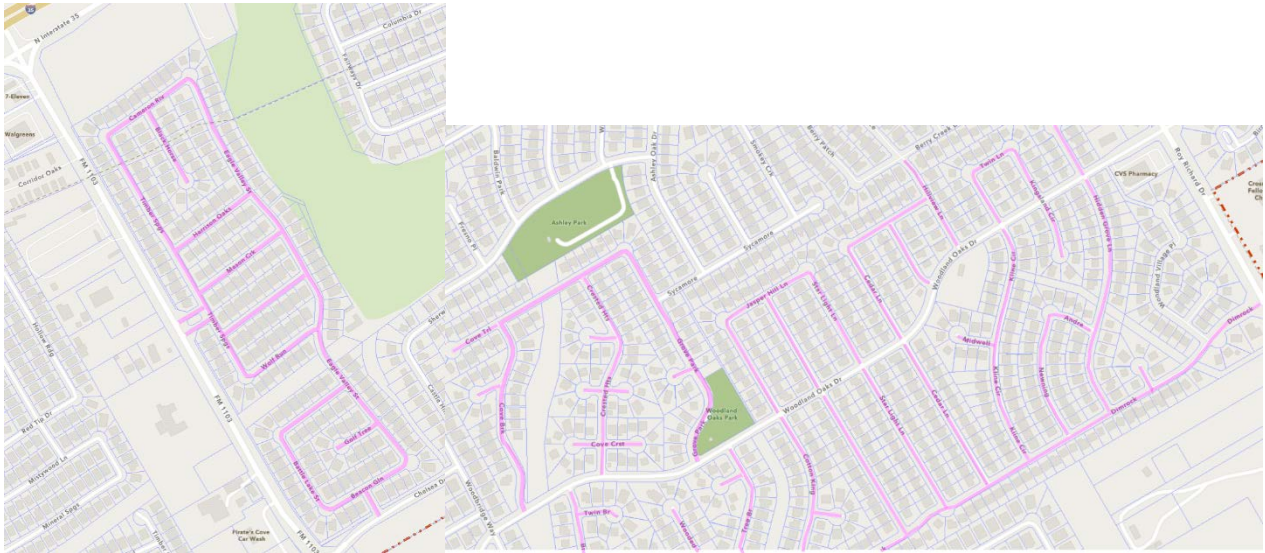
Project Update: Final plan comments have been provided, and the final changes are being made to the bid package. Once the changes are completed, the project will go out for bid.

9. 2026 SPAM Resurfacing

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

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

Project Update: Staff continues working with our consultant to refine the plans and modify the project scope to stay within budget.

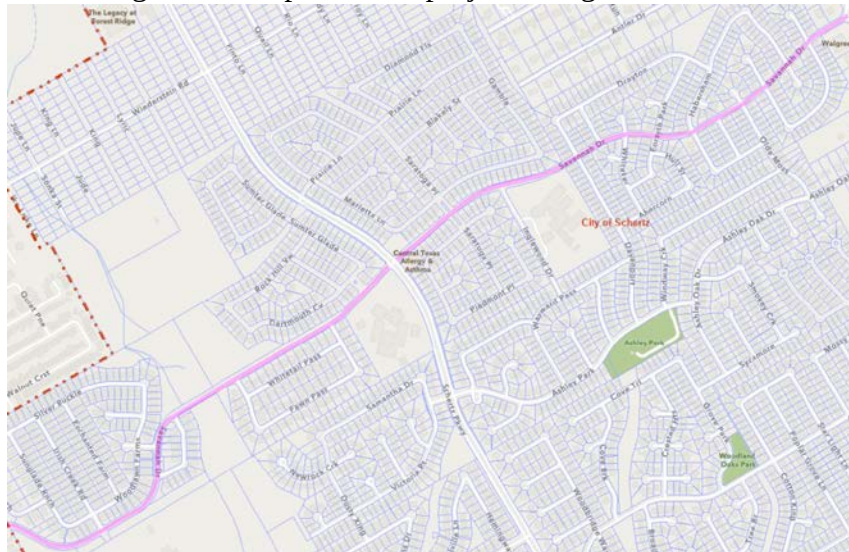


10. Savannah Drive Overlay

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

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

Project Update: Final plan comments have been provided, and the final changes are being made to the bid package. Once the changes are completed, the project will go out for bid.



11. FM 3009 Overpass

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

- o Project Status: Schematic Design and Environmental Clearance
- o Projected Completion: TBD
- o Project Cost: \$100,000,000 (TxDOT)

- o Consultant: Kimley-Horn Associates

Project Update: No change from last update. In response to our request for some additional information on the project, TXDOT provided a copy of a PowerPoint presentation they did at an earlier open house meeting they conducted. According to one of the slides, TXDOT indicated they would be holding some additional public meeting on the project this Summer. We don't have a schedule for these meetings yet, but once we do, we will provide Council and our residents with that information.

Parks & Recreation Projects:

1. Schertz Soccer Complex Irrigation Water Storage Project

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

- o Project Status: Under Construction
- o Projected Completion: Fall 2026
- o Project Cost: \$200,000 (estimated total)
- o Consultant: Unintech Engineering
- o Contractor: Kutscher Drilling and Specified Water Systems

Project Update: The first draw was submitted to Specified Water Systems for production of the tank, and it is in stock at the warehouse yard. The contractor is waiting on the liner to ship so it can be installed in the tank. Parks staff will demolish and remove the old tank the week after the 4th of July, and the contractor is working on scheduling the pad pour for the tank. Installation of the tank and final connections should be made in August.

I.T. Projects:

1. Asset Management- Work Order System – Open Gov

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

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

Project Update: Parks, Street, and Drainage staff is currently working in the sandbox test environment and scheduled for weekly Q&A sessions from May 18th through July 10th. Due to turnover in the GIS department, the newly hired GIS staff is working closely with the contractor and their GIS consulting team in training them on OpenGov and transferring maps and in-field assets into the new system.

Studies and Plans:

1. Master Thoroughfare Plan and Roadway Impact Fee Update

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

- o Project Status: Study
- o Projected Completion: Schedule Pending
- o Total Project Cost: \$149,460 (\$170,000 NTE)

- o Consultant for Study: Kimley-Horn Associates

Project Update: The revised MTP map has been created. The draft fee report is still being worked on. Some of the elements in the report are taking longer to complete than originally anticipated. After further consideration, Staff decided to expand the public outreach effort for the update. As a result a new adoption schedule is being developed. Adoption is now anticipated to occur towards the end of the year, instead of October.

2. Southern Schertz Interim Sewer Service Study

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

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

Project Update: Staff and the consultant continue to evaluate the potential for retrofitting existing systems to function in an interim capacity and are also looking into alternative possibilities. It was determined that a temporary package treatment plant is likely not a viable option due to a conflict with CCMA's current and future permits for discharge in the same watershed (mid Cibolo Creek).

3. Regional Flood Planning

No change since last update. The City attended a kickoff meeting for a Master Drainage Plan for the City of Schertz by the Texas Water Development Board (TWDB) through the Flood Management Evaluation (FME) program. AECOM, the consultant that will be preparing the FME, at the end of May. Engineering will gather information needed for the study as different areas are identified.

TxDOT Roadway Projects:

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

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

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