MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
November 17, 2026
6:00 p.m.

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, NOVEMBER 17, 2026 at 6:00 p.m.

Call to Order

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

Proclamations

National Pancreatic Cancer Awareness Month - November 2026

Employee Introductions

- Animal Services: Sydney Batohie-Animal Services Officer
- Parks: Michael Loeber-Events Attendant
- Public Works:Emily Reinard-Administrative Assistant

Alamo Area SWAT Recognition of Schertz PD Officer Aldo Lara (Asst. Chief Phillip Waller)

Presentations

Fire Prevention Poster Contest Awards Presentation (Fire Chief Greg Rodgers/Fire Marshal Ben Boney)

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.

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 October 13, 2026, Regular Council Meeting, minutes from the October 17, 2026, SPD Town Hall Meeting, minutes from the October 19 2026, SPD Town Hall Meeting and minutes from the October 22, 2026, Joint Schertz-Cibolo Council Meeting (City Secretary Sheila Edmondson)

2. **City of Schertz Boards, Commissions and Committees** (Deputy City Secretary Sheree Courney)
    - **Resignations, Removals, and Expiring Terms**
        - Historical Preservation Committee: Becki Babcock resignation effective October 22, 2026.

3. **Resolution 26-R-129** - Authorizing the Annual Purcahses of Water Meters (Finance Director James Walters)

Discussion and Action Items

4. **The Board of Directors of the Comal Appraisal District Resolution No. 2026-03**- Requesting Authorization to Purchase Property to Operate the Comal District (City Manager Steve Williams)

5. **Resolution 26-R-127** – Authorizing a new Not-To-Exceed amount for the Construction Contract with Blackrock Construction for the IH 35 NEX Project (Senior Engineer Eric Schulze)

6. **Resolution 26-R-132** - Amending the Main Street Local Flavor Economic Development Program (Deputy City Manager Brian James)

7. **Ordinance 26-T-037 -** Budget Amendment for FY 2026-27 (Finance Director James Walter)

8. **Resolution 26-R-131** – Authorizing the City of Schertz to enter into an On-Call Concrete Service Agreement with Proficient Constructors, LLC, Westhill Paving, Inc., and Fanar 1 Enterprises, LLC (Director of Public Works Larry Busch)

Public Hearings

9. Ordinance 26-S-033 - Conduct a public hearing and consider a zone change request on approximately 8 acres of land from Single-Family Residential District (R-2) to Planned Development District (PDD), generally located approximately 2,500 feet northeast of the intersection of E FM 1518 and Maske Road, specifically known as a portion of Guadalupe County Property Identification Number 64582, Guadalupe County, City of Schertz, Texas (Senior Planner Daisy Marquez)

10. **Ordinance 26-S-034** - Conduct a public hearing and consider a request on a zone change on approximately 21 acres of land from Single-Family Residential District (R-2) to Middle-Density Residential District (R-5), generally located approximately 2,700 feet northeast of the intersection of E FM 1518 and Maske Road, specifically known as Guadalupe County Property Identification Number 113897 and a portion of 64582, Guadalupe County, City of Schertz, Texas (Senior Planner Daisy Marquez)

11. **Ordinance 26-S-035** - Conduct a public hearing and consider a zone change request on approximately 0.40 acres of land from Pre-Development District (PRE) to General Business District (GB), generally located at the southeast intersection of FM 1518 and Schaefer Rd, also known as 10580 E FM 1518 N, specifically known as Bexar County Property Identification Number 309822, City of Schertz, Bexar County, Texas (Planner Brandon Elliott)

Workshop

12. Review of Past Professional Services Task Orders and Construction Contracts for Capital Improvement Projects (City Engineer Kathy Woodlee)

Information available in City Council Packets - NO DISCUSSION TO OCCUR

13. SEDC Cash Flow Forecast (Interim EDC Director Amy Madison)

14. November 2026 Major Projects in Process

Requests and Announcements

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

Adjournment

CERTIFICATION

I, SHEILA EDMONDSON, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 10TH DAY OF NOVEMBER 2026 AT 6:15 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEILA EDMONDSON

I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE OFFICIAL BULLETIN BOARD ON _____DAY OF _____, 2026.
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 Schertz-Seguin Local Government Corporation (SSLGC) Ex-Officio TIRZ II Board Liaison Board of Adjustments Senior Center Advisory Board-Alternate	**Councilmember Davis – Place 1** Member Interview Committee - Chair 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 Capital Improvement Advisory Committee 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 Member Animal Services Advisory Committee Audit Committee Interview Committee Investment Advisory Committee Main Street Committee Liaison Building and Standards Commission Senior Center Advisory Board	**Councilmember Macaluso – Place 3** Member Interview Committee Hal Baldwin Scholarship Committee TIRZ II Board

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting: **November 17, 2026**
Department: **City Secretary**
Subject: **National Pancreatic Cancer Awareness Month - November 2026**

BACKGROUND

National Pancreatic Cancer Awareness month is observed every Novemberto raise education, fund research, and support patients and families affected by the disease.

Attachments

National Pancreatic Cancer Awareness Month 2026

City of Schertz

Proclamation

Pancreatic Cancer Awareness Month

November 2026

WHEREAS, Pancreatic cancer is the third leading cause of cancer-related death in the United States, and the only major cancer with a five-year relative survival rate below 20%, currently just 13%; and

WHEREAS, increasing community education about the common risk factors and warning signs of pancreatic cancer—including mid-back pain, unexplained weight loss, jaundice, and new-onset diabetes—can empower Schertz residents to seek early medical intervention.

WHEREAS, Local advocacy alongside the Pancreatic Cancer Action Network (PanCAN) to advance scientific research, provide critical patient resources, increase community education, and advocate federal funding can bring essential support, hope, and more effective detection tools and treatments to patients and families within our community; and

WHEREAS, the month of November is observed globally as Pancreatic Cancer Awareness Month, with the international community uniting on November 19th for World Pancreatic Cancer Day to "Shine a Light" on this illness and honor those we have lost;

NOW, THEREFORE, I, Ralph Rodriguez, Mayor of the City of Schertz, do hereby proclaim the month of **November 2026** as

PANCREATIC CANCER AWARENESS MONTH

in Schertz, Texas, and urge all residents to wear purple, familiarize themselves with the risk factors of this disease, and join in support of patients, survivors, and families fighting pancreatic cancer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Schertz to be affixed on this the 17th day of November 2026.

_____

Ralph Rodriguez, Mayor

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 17, 2026**
Department:	**Police Department**
Subject:	**Alamo Area SWAT Recognition of Schertz PD Officer Aldo Lara (Asst. Chief Phillip Waller)**

BACKGROUND

During the dates of October 15 through October 18, 2026, the Alama Area Metropolitan SWAT Team took part in the 2026 TTPOA SWAT Competition. Through a variety of nine SWAT-related events, such as hostage rescue, an obstacle course, and tactical shooting, the AAMSWAT Team placed 18th overall out of 44 competing teams. The AAMSWAT members beat out teams such as the DEA/Dallas SRT Team and the Travis County Sheriff's Office SWAT Team. Members of the select team took part in a months-long training regiment to prepare for the event and Officer Aldo Lara dedicated himself every week for the success of the team.

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 17, 2026**
Department:	**Fire Department**
Subject:	**Fire Prevention Poster Contest Awards Presentation (Fire Chief Greg Rodgers/Fire Marshal Ben Boney)**

BACKGROUND

The Schertz Fire Department Prevention Division held our annual Fire Prevention Poster Contest as part of this year's Fire Prevention Week, 10/4/26 - 10/10/26. Participants from Schertz-based schools and SCUCISD submit posters based on this year's Fire Prevention Week Theme of "Charge into Fire Safety™: Safe Charging is a Superpower." Posters are then judged by the Mayor, City Council members and City staff according to the grade level groups of K-1, 2-3, and 4th grade with an additional pick for Mayor's choice. Within each grade level group there is a 1st, 2nd and 3rd place poster that will be presented with a trophy.

Participation in this fire prevention poster contest encourages fire prevention education at all levels and is vital to our preparedness mission relating to fire prevention education.

Attachments

FPW 2026


SPARKY
CHARGE
INTO FIRE SAFETY™
Safe Charging Is a
SUPERPOWER
BOOKSTORE
NFPA®
FIRE PREVENTION WEEK™
fpw.org
©2026 National Fire Protection Association
Sparky® is a trademark of NFPA

Agenda No. 1.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 17, 2026**
Department:	**City Secretary**
Subject:	**Minutes-Approval of the minutes from the October 13, 2026, Regular Council Meeting, minutes from the October 17, 2026, SPD Town Hall Meeting, minutes from the October 19 2026, SPD Town Hall Meeting and minutes from the October 22, 2026, Joint Schertz-Cibolo Council Meeting (City Secretary Sheila Edmondson)**

Attachments

10-22-2026 Joint Schertz-Cibolo Meeting Minutes Draft

10-19-2026 Schertz PD Town Hall Meeting Minutes Draft

10-17-2026 Town Hall Meeting-PD Minutes Draft

10-13-2026 Regular Meeting Minutes Draft

D R A F T

MINUTES
CITY OF SCHERTZ AND CITY OF CIBOLO
JOINT COUNCIL WORKSHOP
October 22, 2026
6:30 P.M.

A Special Meeting was held with the the City of Schertz City Council and the City of Cibolo City Council on October 22, 2026, at 6:30 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 Michelle Watson; Councilmember Mark Davis; Councilmember Paul Macaluso; Councilmember Ben Guerrero; Councilmember Robert Westbrook; Councilmember Sarah Dietz; Councilmember Robert Sheridan

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

City of Cibolo City Council:
Mayor Kara Latimer; Councilmember Jeff McGlothlin - Place 1; Councilmember Randy Roberts - Councilmember Marrissa-Ellen Patterson Place 3; Councilmember Katie Cunningham- Place 4; Councilmember Norma Sanchez-Stephens - At-Large Place 5; Councilmember Donetta Roberts At-Large Place 6; Councilmember Summer Marie Brown - At-Large Place 7

Call to Order

- Mayor-City of Schertz Ralph Rodriguez called the special workshop to order at 6:61 pm. Mayor Rodriguez recognized that the City of Schertz City Council was all in attendance.
- Mayor-City of Cibolo Kara Latimer called the October 22, 2026, Joint Cibolo and Schertz Joint Council Workshop.

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

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

Hearing of Residents

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Ralph Gutierrez, 1016 Silver Tree-Spoke about the proposal to transfer valuable water rights to Green Valley SUD in exchange for extra wastewater capacity through CCMA. Mr. Gutierrez stated that Schertz and Cibolo invested 99 million dollars to increase capacity to 3 million gallons per day, with the offer of 125,000 gallons per day. He asked both councils to take a closer look at the water rights, the surplus, and what is necessary for the future.

Mayor Kara Latimer stated she had a letter from a Cibolo resident, and since our Hearing of Residents do not allow letters to be read during the Hearing of Residents, she cannot read the letter out loud. Mayor Latimer will send a copy to all of the Schertz Council.

Workshop

1. **Review the purpose of CVLGC according to the Articles of Incorporation**

   Cibolo City Manager Wayne Reed handed out a workshop packet that included the Articles of Incorporation. The purpose of the Local Government Corporation for Schertz and Cibolo is to assist, acquiring, constructing, leasing, improving, enlarging, extending, repairing, maintaining, and operating a water utility system. The purpose of this agenda was to set the stage and make sure the public is aware of the purpose of CVLGC.

   Cibolo Mayor Latimer reiterated that in aiding and assisting, receiving, holding, administering, and dispersing monies and security and in purchasing an exchange for lease. To convey all the things, including to borrow or raise money to issue notes, bills, bonds, and other obligations; to pledge or otherwise encumber the revenues and assets of the corporation as security thereafter for the purpose of carrying out the goals of the corporation.

2. Overview of the City of Cibolo and the City of Schertz Water Portfolios and Projected Future Water Needs

Deputy City Manager Brian James presented the City of Schertz with the projects for water needs and what we project our future needs will be. Schertz currently receives the bulk of their water from SSGLC. (Seguin Schertz Local Government Corporation). Schertz's Future Water Supply and Demand graph explained how much water we have through the various agreements and fields. For future growth, we will utilize existing sources first, as SSGLC has a plan to increase the permitting yield. The estimate is that by 2066 or 2070, Schertz would have exhausted the supplies. Expected growth would need approx. 2,500 acre-feet of water. The city does not provide water to our entire community. Water entities GVSUD and SAWS provide water to parts of the city that the city cannot reach. Worth noting is Mayor Latimer's information on how much the Conservation Districts might change the permitted yield. Changes from the Conservation Distructs would greatly affect the amounts of water cities could acquire.

Cibolo City Manager Wayne Reed stated that with the attention to CVLGC, this has inspired Cibolo to dig deeper and study all of our water contracts. How much each one is providing, and what are the terms for renewal? Cibolo consultant is analyzing our water needs with the zoning and future land use assumptions, and not just relying on the Texas Water Development Board's numbers. The Cibolo CCN Map is five square miles that is approx 5,112 acres. CM Reed believes that Cibolo will need approx.1000-1500+ acres to ensure that we can provide potable water that is safe and clean for their community.

Further discussions included raw water, potable water, yields, emergency back-up plans for acquiring water, and looking at the current and future water needs of both communities.

3. What are the Goals of Each City Regarding CVLGC and how can CVLGC support these Goals?

City of Schertz City Manager Steve Williams reviewed a summary from a City of Schertz City Council Meeting on October 13, 2026. The goal was to have the Council come to a consensus on: What are the Goals for CVLGC and How to Proceed with the Water Rights. There were six primary items in the summation from Council as follows:

1. Move in a direction in a timely manner so not to lose water rights due to inactivity.
2. Ensure Schertz is guaranteed it will have rights to the amount of water it needs in the future when it's needed and the excess can be used to structure a favorable deal.
3. Does not make sense for CVLGC to develop the water as that creates a situation where Schertz has 2 water corporations to support a duplication of costs and overhead.
4. Minimize the development costs placed on Schertz today while we're still play for infrastructure and capacity with SSLGC.
5. The benefits of partnering with an entity that already has an obligation to serve Schertz's residents and businesses and Schertz has an ongoing relationship with.
6. Seek a win-win scenario with the most benefit through how the partnership is structured.

CM Williams stated that Schertz wants to ensure that they are guaranteed to have water rights in the amount that they need in the future, any excess over that, they can use to make a deal. With the projections today with what they have available, Schertz we can provide water to the year 2025. Rate of development can increase or decrease accordingly and affect the projected numbers. Discussed water rights.

City of Cibolo Executive Director Bryan Hugghins stated at the October 13, 2026 CC meeting they asked three questions to Council about where they stand with CVLGC.
1. Do we find CVLGC's purpose to be beneficial to be contributing to the future water needs?
2. Does Cibolo retain the water rights for long-term sustainability?
3. In pursuing additional water needs, what would be the best and/or worst outcome of CVLGC asset and role?

Cibolo Exec. Director Hugghins explained that there are a lot of questions surrounding the two proposals. Both the City of Cibolo and City of Schertz have invested over 160 million dollars to get this project going. We need to evaluate what the structure looks like moving forward and what additional partnerships might bring. Both cites are reviewing all the information and formulating the right questions that will lead us to the right decisions.
For Cibolo, the overall consensus is in favor of retaining water rights, with how much water we will need is still being discussed.
As for the best/worst outcome of CVLGC assets and role that they play; the best outcome would to successfully permit and develop the water rights to meet our future needs. Identify partnerships that reduce the development costs and financial risks to CVLGC. Generate revenue from the water assets that Cibolo is not going to need. Schertz has permits to develop their own water, Cibolo has the contractual water with CRWA and other entities. Having permits to develop and having contractual water is not the same. We wish to establish a proactive strategy that balances future water needs and financial responsibilities.

4. What is the Framework of a Transaction to Sale or Lease the CVLGC Water Assets?

Mayor Rodriguez asked for more clarity of the framework the transaction to sell or lease as CVLGC water assets. Mayor Latimer added that both cities need to complete water studies and consult with their attorney.

5. Update and Timeline on CVLGC's Review of Offers

Mayor Rodriguez and Mayor Latimar agreed to go back and review their cities' water needs and follow up with Wildan and CVLGC.

Adjournment

- Mayor-City of Cibolo Kara Latimer
- Mayor-City of Schertz Ralph Rodriguez

Cibolo Councilmember Katie Cunninghamd made a motion to adjourn. Cibolo Councilmember

Donetta Roberts seconded the motion.
All Schertz and Cibolo Councilmembers said aye.

Mayor Rodriguez thanked the City of Cibolo for coming to tonight's discussion to discuss working on a unified decision for both cities.

Meeting adjourned at 8:50 pm.

_____
Ralph Rodriguez, Mayor

ATTEST:

_____
Sheila Edmondson, TRMC
City Secretary

D R A F T

MINUTES
SCHERTZ POLICE DEPARTMENT TOWN HALL MEETING
October 19, 2026
6:00 p.m.

The Schertz Police Department Town Hall Meeting was held at the Schertz Civic Center, City of Schertz, Texas, on October 19, 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; Councilmember Michelle Watson; Councilmember Paul Macaluso; Councilmember Ben Guerrero; Councilmember Robert Westbrook; Councilmember Sarah Dietz; Councilmember Robert Sheridan
Staff present:	Police Chief Jim Lowery; Assistant Police Chief Daniel Roman; Assistant Police Chief Phillip Waller; Lt. Uniform Services Kelly Kallies; City Secretary Sheila Edmondson

Enhancing Public Safety with Technology:
Automated License Plate Readers (ALPRs) and Drone as First Responder (DFR)

Chief Lowery welcomed everyone and reviewed the agenda for the meeting tonight. The Goal is: Safer Community, Smarter Policing

Assistant Police Chief Phillip Waller presented the following Powerpoint on Automated License Plate Readers (ALPRS). He explained that ALPRs are cameras with software that automatically capture and reads license plates in public places by taking still photos. This information helps officers quickly identify vehicles linked to crimes, missing persons, or stolen property.

Lt of Uniform Services Kelly Kallies presented the Drone First Responder Program (DFRs). The DFR program will have the ability to better manage resources (officers, dispatchers) reduces wasted time and money, and allows officers to respond to higher priority calls. The use of this technology will allow our officers

- Faster Response: ALPRS and DFRs allow for accurate information available to officers sooner so they can make better decisions while en route or assist in investigations
- Efficient Use of Resources: Ability to be a force multiplier by clearing calls that may not need a ground response to ensure officers stay available for true emergencies
- Officer & Public Safety: Real-Time awareness reduces the risk for everyone involved in high-stress incidents and faster suspect identification and location
- Accountability: Strong policies, limited retention, and regular audits keep technology focused on public safety and public trust.

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DFR program will have the ability to better manage resources (officers, dispatchers) reduces wasted time and money, and allows officers to respond to higher priority calls.

Safeguards and Oversight will be in place to ensure accountability.

- Discipline up to termination and arrest
- Misuse of Information-PC 39.06
- Abuse of Official Capacity-PC 39.02
- Tampering with Governmental Record-PC 37.10

The Schertz Police Department wants to ensure public trust is held with the technology and investigative tools we use.

Chief Lowery adjourned the meeting at 7:42 p.m.

_____

Ralph Rodriguez, Mayor

ATTEST:

_____

Sheila Edmondson, TRMC
City Secretary

D R A F T

MINUTES
SCHERTZ POLICE DEPARTMENT TOWN HALL MEETING
October 17, 2026
9:30 A.M.

The Schertz Police Department Town Hall Meeting was held at Fire Station #3, 11917 Lower Seguin Rd, Schertz, Texas, on October 17, 2026, at 9:30 a.m.
The following members present to-wit:

Present: Mayor Ralph Rodriguez; Councilmember Paul Macaluso; Councilmember Ben Guerrero; Councilmember Robert Westbrook; Councilmember Robert Sheridan

Staff present: Police Chief Jim Lowery; Asst. Police Chief Phillip Waller; Lt. of Uniform Services Kelly Kallies; Assistant City Secretary Irene Chavez

Enhancing Public Safety with Technology:
Automated License Plate Readers (ALPRs) and Drone as First Responder (DFR)

Chief Lowery welcomed everyone and reviewed the agenda for the meeting. The Goal is: Safer Community, Smarter Policing

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- Misuse of Information-PC 39.06
- Abuse of Official Capacity-PC 39.02
- Tampering with Governmental Record-PC 37.10

Faster Response: ALPRS and DFRs provide officers with accurate information sooner, so they can make better decisions while en route or assist in investigations.

- Efficient Use of Resources: Ability to be a force multiplier by clearing calls that may not need a ground response to ensure officers stay available for true emergencies
- Officer & Public Safety: Real-Time awareness reduces the risk for everyone involved in high-stress incidents and enables faster suspect identification and location

- Accountability: Strong policies, limited retention, and regular audits keep technology focused on public safety and public trust

Chief Lowery adjourned the meeting at 11:05 a.m.

_____
Ralph Rodriguez, Mayor

ATTEST:

_____
Sheila Edmondson, TRMC
City Secretary

D R A F T

MINUTES
REGULAR MEETING
October 13, 2026

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on October 13, 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:	City Manager Steve Williams; Deputy City Manager Brian James; Senior Associate Attorney Lori W. Hansan; Assistant City Manager Sarah Gonzalez; City Secretary Sheila Edmondson; Assistant City Secretary Irene Chavez

Call to Order

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

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

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

Proclamations

National Domestic Violence Awareness Month-October 2026

Mayor Rodriguez presented the National Domestic Violence Awareness Month Proclamation to Thriving Hearts Crisis Center CEO Jana Evans, Thriving Hearts Crisis Center Community Engagement Coordinator Ilika Rodriguez, and to members of the Schertz and Cibolo Police Departments.

Employee Introductions

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

- Animal Services: Jonica Cardona-Animal Services Officer
- EMS: Colton Hagen-EMT; Jalayna Zahnley-Part-Time EMT; Nathaniel Edwards-EMT

- Library: Lisa Duran-Library Assistant; Michael Munoz-Library Assistant
- Parks and Recreation: Mark Johanningsmeier-Park Maintenance Technician I; Luis Salas-Parks Maintenance Technician
- Planning and Community Development: Toby Hamilton-Permit Technician
- Police Department: Mark McElroy-Police Officer; Brandon Caise-Police Officer; Jacklyn Zalaya-Police Officer
- Police Department-Dispatch: Bailee Shanks-Public Safety Communications Officer; Miranda Benavides-PS Communications Officer
- Public Works-Admin: Kimberly Wilson-Administrative Assistant
- Public Works-Water: Lorenzo Blanco-Water/Wastewater Operator Trainee; Desmond Garcia Water/Wastewater Operator Trainee
- Utility Billing: Veronica Flores-Utility Billing Specialist

Presentations

Guadalupe Castillo 20-year Milestone Presentation-(City Manager Steve Williams)
Kevin Anderson 30-year Milestone Presentation-(City Manager Steve Williams)

Mayor Rodriguez recognized City Manager Steve Williams, who presented Streets Maintenance Worker II Guadalupe Castillo with a pin in honor and gratitude for his 20 years of dedicated service to the City of Schertz. He also presented Drainage Supervisor Kevin Anderson with a pin in honor and gratitude for his 30 years of dedicated service to the City of Schertz.

Presentation of the Schertz Area Senior Center Annual Membership Survey
(Recreation Manager Cassandra Paddock)

Mayor Rodriguez recognized Recreation Manager Cassandra Paddock, who presented the results of the Schertz Area Senior Center Annual Membership Survey conducted in July 2026. She shared some highlights including improved satisfaction compared with 2024 in most areas, including staff and volunteer support, facility cleanliness, programming, and member engagement.

Member comments praised facility improvements, expanded activities, and a welcoming environment. Suggested improvements included additional accessible seating, more afternoon classes, and efforts to promote inclusivity and reduce social cliques.

During the Council discussion, Councilmembers commended the Parks and Recreation Department for their work and positive impact on the senior community.

Councilmember Robert Westbrook left the dais at 6:45 p.m.

City Events and Announcements

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

Assistant City Manager Sarah Gonzalez provided the announcement of upcoming city

events.

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

  City Manager Steve Williams congratulated Police Officer, Anna Kraft, for graduating from the FEMA Executive Public Information Officer Program. He also congratulated the Planning and Zoning Department for being recognized as the Richard R. Lillie, FAICP Planning Excellence Program for the 13th consecutive year.

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

  Mayor Ralph Rodriguez announced his participation in the YMCA's Dunkin' for Pumpkins and the Trunk or Treat events alongside some Councilmembers. He also shared his gratitude to everyone who participated in the National Night Out in different communities across the City of Schertz.

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.

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.

- **Kate Sullivan,** 1222 Borgfeld Rd. # 1106, Schertz, expressed her concern about a business close to her home with loud music and requested Code Enforcement to evaluate the business to be in compliance with the Noise Ordinance.
- **Cheryl Gray**, 1222 Borgfeld Rd. #1105, Schertz, expressed concerns about the noise experienced in her home, particularly on Friday and Saturday evenings, and requested the Council to advocate for her community.
- **Deanna Jackson**, 1060 Elbel Rd. presented a PowerPoint with information from the SCUC Local Operations Funding Election.
- **Kimberly Meyer**, 743 Eagles Glenn, expressed her concern about flock cameras and the safety of residents.
- **Gregory Sebold**, 3841 Greenridge, expressed concerns about the Scenic Hills drainage issues, and thanked everyone for providing proper attention and for including a Public Hearing in the October 20th agenda.
- **Allison Heyward**, 2628 Hansel Heights, expressed concerns regarding Agenda Item #13 for the CVLGC Workshop and the decisions that will be made impacting the residents of the City of Schertz.

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 September 15, 2026 Regular Council Meeting and minutes from the September 30, 2026, Master Thoroughfare Plan Meeting (City Secretary Sheila Edmondson)

2. **Resolution 26-R-108** – Authorizing a contract with RL Jones, LP for the IH-10 Water Main Replacement: Graytown to Pfeil Rd Project (Senior Engineer Eric Schulze)

3. **Resolution 26-R-113** - Authorizing a purchase with PlayCore Wisconsin, Inc. DBA GameTime for the Community Playscape Shade Structure Project (Parks & Recreation Director Lauren Shrum)

4. **Resolution 26-R-109** – Authorizing a Task Order Agreement with Utility Engineering Group, PLLC for Professional Engineering Services related to the North Area Sewer Service Study (Senior Engineer Eric Schulze)

5. **Resolution 26-R-112** - Approving a Schertz Main Street Local Flavor Economic Development Grant for 519 Main Street (Deputy City Manager Brian James)

6. **Resolution 26-R-111 -** Authorizing the Management Services Agreement between the Schertz/Seguin Local Government Corporation (SSLGC), the City of Schertz, and the City of Seguin ((Director of Public Works Larry Busch)

7. **Resolution 26-R-117** – Authorizing a One-Year Agreement for Management Services with CVLGC (Deputy City Manager Brian James)

8. **Resolution 26-R-101 -** Authorizing the Release of Water and Wastewater Easement Agreement from Scrappy Development, LLC, for Parklands II Unit 1 (City Engineer Kathryn Woodlee)

Mayor Rodriguez informed that Item #3 regarding Resolution 26-R-113 was removed from the Consent Agenda at staff request for separate action. He asked if any other items needed to be removed.
No other items were removed.
Mayor Rodriguez asked for a motion to approve Consent Agenda Items # 1-2 and 4-8.

Moved by Mayor Pro Tem Michelle Watson; seconded by Councilmember Mark Davis.

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

Passed

Mayor Rodriguez recognized Parks and Recreation Director Lauren Shrum to address the removal of Agenda Item #3 - Resolution 26-R-113 from Consent.

Parks and Recreation Director Lauren Shrum explained that the Agenda Item was pulled from Consent for transparency purposes, as it was acknowledged that the published Council memo had an error. This was corrected on the same day of publication to include shade structures without safety surfacing for the Community Playscape Shade Structure Project.

Mayor Rodriguez opened the floor for discussion.
No discussion occurred.
Mayor Rodriguez asked for a motion to approve Resolution 26-R-113.

Moved by Mayor Pro Tem Michelle Watson; seconded by Councilmember Mark Davis.

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

Passed

Discussion and Action Items

9. **Ordinance 26-M-032** - Amend the City of Schertz Code of Ordinances and certain other ordinances by amending and establishing fees for certain licenses, permits, and other services (Finance Director James Walters)

Mayor Rodriguez moved Agenda Item #9 to Public Hearing.

10. **Resolution 26-R-115 -** Authorizing the acceptance of a quote from Motorola Solutions Inc. and BRINC for a pilot DFR program that includes two DFR pods with the City of Schertz (Chief of Police Jim Lowery)

Mayor Rodriguez recognized Chief of Police Jim Lowery who brought forward Resolution 26-R-115 to authorize acceptance of a quote from Motorola Solutions, Inc., in partnership with BRINC, for a Drone as First Responder (DFR) pilot program consisting of two drone docking pods. The first-year cost of $119,998 will be fully funded by Motorola Solutions, allowing the City to evaluate the program's effectiveness, with cancellation options and future grant funding anticipated.

During Council discussion, it was explained that the program is intended to enhance emergency response, situational awareness, and public safety, with privacy safeguards, transparency measures, staff training, and coordination with Randolph Air Force Base incorporated into implementation planning.

Mayor Rodriguez asked for a motion to approve Resolution 26-R-115.

Moved by Mayor Pro Tem Michelle Watson, seconded by Councilmember Ben Guerrero.

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

Public Hearings

9. **Ordinance 26-M-032** - Amend the City of Schertz Code of Ordinance and certain other ordinances by amending and establishing fees for certain licenses, permit, and other services (Finance Director James Walters)

Mayor Rodriguez recognized Finance Director James Walters, who introduced Ordinance 26-M-032 for proposed updates to the City's fee schedule, including clarifying police alarm permit and false alarm fee descriptions, updating fire hydrant meter deposits and replacement fees to reflect current costs, and increasing the drainage fee from $8 to $11 per residential unit and equivalent commercial living unit. The drainage fee increase aligns with the previously completed rate study and is intended to fund eight drainage capital improvement projects included in the Capital Improvement Plan. Council was reminded that the increase was discussed during the budget process and that the public hearing was scheduled following the required 30-day public notice period.

Mayor Rodriguez opened the Public Hearing at 7:34 p.m.

The following came forward to speak:

- **Bob Jameson**, 4504 Brush Creek Dr. Schertz, expressed concerns regarding the Drainage fee increment, stating that the water and sewer, tax and trash service rates have recently been increased.
- **David Prestridge**, 3708 Hillside, Scenic Hills, Schertz, expressed concerns for his community that is repairing its own drainage system and having to pay full

Drainage rates.

Mayor Rodriguez closed the Public Hearing at 7:37 p.m.

Mayor Rodriguez opened the floor for Council discussion.

Council discussed the proposed increase in the monthly drainage fee from $8 to $11, including the need to address aging infrastructure, increased maintenance demands, and drainage improvements associated with City growth. Staff explained that the increase would fund prioritized capital projects, including channel clearing, culvert replacements, and drainage improvements, and clarified that the fees are restricted to drainage-related expenses. Council also discussed potential future fee adjustments, grant opportunities, project priorities, and the financial implications of not approving the increase.

Mayor Rodriguez asked for a motion to approve Ordinance 26-M-032

Moved by Mayor Pro Tem Michelle Watson; seconded by Councilmember Mark Davis.

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

Passed

11. Ordinance 26-S-019 - Conduct a Public Hearing and consider a request to approve a Specific Use Permit to allow for Automobile Repairs and Service, Major on approximately 1.19 acres of land, generally located 1,200 feet southeast of the intersection of FM 3009 and Borgfeld Rd., also known as Guadalupe County Property Identification Number 67644, City of Schertz, Texas (Deputy City Manager Brian James)

Mayor Rodriguez recognized Deputy City Manager Brian James, who introduced Ordinance 26-S-019, a request to rezone approximately 1.19 acres. Mr. James provided a map outlining the subject property and explained the request is for an SUP, a specific use permit, to allow automobile repairs and service major. He stated that the zoning notice was placed on the property and six public notices were sent, with one response in favor, none responses neutral, and none responses opposed to date. A public notice was published in the San Antonio Express News on September 23, 2026. The Planning and Zoning Commission met on August 5, 2026, and recommended approval with a unanimous vote. Staff recommends approval of Ordinance 26-S-019 with the following conditions, which the applicant has accepted:

1. The following uses are not permitted: Wrecker or towing service with on-site storage of vehicles; collision services including body, frame, or fender straightening

or repair; customizing or painting; vehicle steam cleaning; insurance estimations with on-site storage; undercoating and rust proofing, and other similar uses to be allowed on site.

2. A building permit is approved within (3) years of the adoption of the Specific Use Permit Ordinance in accordance with Unified Development Code Article 5, Section 21.5.11.F Expiration of Specific Use Permit and allowing for the development process due to the subject property location on FM 3009 and consideration by TxDOT.

Mayor Rodriguez opened the Public Hearing at 8:09 p.m.
No residents came forward to speak.
Mayor Rodriguez closed the Public Hearing at 8:09 p.m.

Mayor Rodriguez opened the floor for Council discussion.

During the Council discussion, staff confirmed that TxDOT was aware of the project, anticipated a future public meeting, and would follow up with the applicant regarding the overpass plans on FM3009.

Mayor Rodriguez asked for a motion to approve Resolution 26-S-019.

Moved by Councilmember Ben Guerrero; seconded by Mayor Pro Tem Michelle Watson.

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

Passed

Workshop

12. September 2026 Quarterly Streets Update (Assistant City Engineer John Nowak)

Mayor Rodriguez recognized Assistant City Engineer John Nowak and Street Maintenance Supervisor Robert Martinez, who presented the Quarterly Streets Update. This included the progress done on street maintenance and sidewalk inventory updates, highlighting pothole repairs, pavement crack sealing, street signage and lighting improvements, traffic-calming measures, and sidewalk and ADA accessibility projects. Staff outlined ongoing efforts to prioritize repairs based on severity, improve pedestrian safety near schools, and address maintenance needs throughout the City.

Mayor Rodriguez opened the floor for Council discussion.

Council discussed citywide sidewalk and street maintenance needs, including prioritizing sidewalk repairs by severity, addressing contractor delays, and working within available funding. Staff outlined plans to improve contractor coordination, target a 90-day response time for sidewalk complaints, and continue street preservation projects. Updates were also provided on ongoing roadway rehabilitation, reconstruction, utility coordination, and the FM3009 overpass project.

13. Workshop to provide consensus on goals for CVLGC water rights (Deputy City Manager Brian James)

Mayor Rodriguez recognized Deputy City Manager Brian James, who explained that the purpose of this workshop was to gather council feedback to understand priorities and the available proposals and prepare for an upcoming joint meeting with the City of Cibolo. The main concerns focus on determining how to preserve enough water for the City's future growth without spending heavily on infrastructure that is not currently needed. The central question is how much water to retain, who should pay to develop it, and how to structure agreements without compromising the city's long-term water security.

Mayor Rodriguez opened the floor for council discussion.

Council discussed priorities for CVLGC water rights and reached general consensus to retain sufficient water rights to meet the City’s future needs while exploring partnership opportunities to share infrastructure development costs. Council expressed openness to negotiating with Green Valley SUD or other entities, provided the City maintains secure access to its needed water supply, protects ratepayers from unnecessary costs, and preserves flexibility for future needs. Staff will continue evaluating options and coordinate with the City of Cibolo at an upcoming joint meeting.

Mayor Rodriguez recessed to closed session at 9:20 p.m.

Councilmember Robert Westbrook joined the Close Session at 10 p.m.

Closed Session

14. The City Council will meet in closed session pursuant to Texas Government Code Sections 551.071 (consultation with attorney) to discuss the following matters: a. The legal issues and options regarding DTLC Investments, LLC, and JHDTLC, LLC v. City of Schertz, Texas No. C2026-0401A0533E (466th Judicial District, Comal County, Texas).

15. The City Council will meet in closed session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations, to deliberate the offer of a financial or other incentive to a business prospect:

1. Project Cool Cat

16. The City Council will meet in closed session under Section 551.074 of the Texas Government Code, Personnel Matters, to conduct the annual evaluation of the City Manager, Mr. Steve Williams.

Reconvene into Regular Session

Mayor Rodriguez reconvened Regular Session at 12:39 a.m.

17. Take any action based on discussion held in Closed Session under Agenda Item # 14.

No action was taken based on discussion held in Closed Session under Agenda Item #14.

18. Take any action based on discussion held in Closed Session under Agenda Item # 15.

No action was taken based on discussion held in Closed Session under Agenda Item #15.

19. Take any action based on discussion held in Closed Session under Agenda Item # 16.

Mayor Rodriguez informed that, during the closed session, evaluating the annual performance of City Manager, Steve Williams, Council discussed a salary increase and a contract extension to compensate Mr. Williams for his performance.

Mayor Rodriguez opened the floor for Council discussion.
No discussion occurred.
Mayo Rodriguez asked for a motion to approve a 4% raise and a one-year extension to Mr. William's contract.

Moved by Councilmember Paul Macaluso, seconded by Mayor Pro Tem Mark Davis

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

Information available in City Council Packets - NO DISCUSSION TO OCCUR

20. **October 2026 Projects in Progress** (City Engineer Kathryn Woodlee)

Requests and Announcements

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

No request from the Mayor or Councilmembers for updates or information from Staff.

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

  Councilmember Robert Westbrook asked for a Workshop regarding the Ordinance for lawn mowing and the situation at Northcliff and the golf course.

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

  Councilmember Paul Macaluso participated in the National Night Out and the YMCA Trunk of Treat.

  Councilmember Benjamin Guerrero attended the Historical Preservation Committee meeting, the Remax Sky Balloon Fest, the National Night Out event, the Meet and Greet at the Civic Center, and the Bogeys & Brews ribbon cutting.

  Councilmember Robert Westbrook attended the Schertz Young Leaders Selection meeting, the Remax Sky Balloon Fest, the Master Thoroughfare Plan Meeting, the re-opening of the UPS store, the Bracken Bat Cave event, the Love Where You Live event, the National Night Out, the NEP luncheon, and the Bogeys & Brews ribbon cutting.

  Councilmember Sarah Dietz attended the National Night Out, the YMCA Dunkin for Pumpkins event, the Master Thoroughfare Plan Meeting and the Bogeys & Brews ribbon cutting.

  Councilmember Robert Sheridan attended the Love Where You Live event, the Remax Sky Balloon Fest, the ATI Physical Therapy ribbon cutting, the NEP luncheon, the National Night Out and will attend the Town Hall Meeting on October 17, 2026.

  Mayor Ralph Rodriguez attended the NEP Mayors' Workshop, The Bracken Bat Cave event, the Remax Sky Balloon Fest, the YMCA Dunkin' for Pumpkins event, and the NEP luncheon.

Adjournment

Mayor Rodriguez adjourned the meeting at 12:45 a.m.

_____
Ralph Rodriguez, Mayor

ATTEST:

_____
Sheila Edmondson, TRMC
City Secretary

Agenda No. 2.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 17, 2026**
Department:	**City Secretary**
Subject:	**City of Schertz Boards, Commissions and Committees (Deputy City Secretary Sheree Courney)**

- **Resignations, Removals, and Expiring Terms**
  - **Historical Preservation Committee: Becki Babcock resignation effective October 22, 2026.**

BACKGROUND

In accordance with City Policy and the Council Rules of Conduct and Procedure, periodic appointments and reappointments to City boards, commissions, and committees are presented for City Council consideration based on the recommendation of the Interview Committee. The City Council is also requested to consider and accept resignations from members of City boards, commissions, and committees, as applicable.

Agenda No. 3.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 17, 2026**
Department:	**Finance**
Subject:	**Resolution 26-R-129 - Authorizing the Annual Purcahses of Water Meters (Finance Director James Walters)**

BACKGROUND

In compliance with the City's Purchasing Policy, all purchases with a Vendor that exceed $100,000.00 must come before council for approval prior to processing. This agenda item is to approve the purchase of water meters used in our utility system for water consumption tracking and billing. Annually, purchases of water meters can range from $140,000 to $209,000 depending on the levels of new construction and normal wear and tear on meters servicing existing homes and businesses.

Hydropro Solutions is the sole provider of water meters for the City of Schertz. Due to the proprietary technology, they are the only vendor who can supply the city with meters compatible with the current system. They were selected by competitive bid in 2018 when the City upgraded its previous meter system with the new remote read system utilized today.

To adhere to the Purchase Policy section d. "Purchases Greater Than $100,000" requiring council approval for purchases above the stated amount, Staff is recommending Council approve a resolution authorizing the City to purchase water meters from Hydropro annually as long as Hydropro Solution is the sole provider or the City changes its water reading infrastructure to another brand. This resolution is intended to be multiyear in scope, given they are the only viable vendor and the necessity of water meters for the utility system operations.

The City has the following meter sizes with the counts and prices of each:

Meter Size	Price
5/8" (Residential)	$356.74
1"	$484.76
2" MS	$1,189.12
2" Octave	$2,003.87
3"	$2,491.23
4"	$3,299.27
6"	$5,207.53

GOAL

To provide the community with information regarding purchases greater than $100,000 and ensuring all mandated steps in state purchasing statues and the City's own Purchasing Policy are followed.

COMMUNITY BENEFIT

These requirements ensure proper selections are made when choosing vendors to service the community, both enhancing the quality of services and ensuring proper use of public funds.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 26-R-129 Authorizing the Purchase of Water Meters

FISCAL IMPACT

Water meter purchases are located in the Utility Fund and can be between $140,000 and $210,0000 with an annual budget of $228,000. This resolution is not authorizing additional budget be allocated for the purchase of water meters.

RECOMMENDATION

Staff recommends approval of Resolution 26-R-129 Authorizing the Annual Purchases of Water Meters

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Attachments

Resolution 26-R-129 - Annual Water Meter Purchaes

Meter Price List 11-04-2026

RESOLUTION 26-R-129

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING PURCHAES WITH HYDROPRO SOLUTIONS FOR WATER METERS

WHEREAS, the City of Schertz (the "City") has a need to purchase new water meters during annually; and

WHEREAS, City staff entered into an agreement with Hydropro Solutions for the Water Meter Replacement Project in FY 2018-2019; and

WHEREAS, City staff has determined that Hydropro Solutions is the sole source vendor of the compatible water meters in the state of Texas; and

WHEREAS, new meters will need to be purchased to stay up with the growth of the City and are paid for by developers; and

WHEREAS, aging meters will need to be to keep meters reading accurately for consumption and billing purposes, staff recommends City Council authorize annual purchases with Hydropro Solutions; therefore

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

Section 1. The City Council hereby authorizes expenditures with Hydropro Solutions for water meters each fiscal year.

Section 2. Due to the necessity of meters being vital to the operations of the City and Hydropro Solutions being the sole source vendor, the City Council hereby authorizes this resolution be effective annually until such time as Hydropro Solutions loses its sole source standing or the City replaces the water meter infrastructure with another product.

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

_____
Ralph Rodriguez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

HydroPro Solutions, LLC

Quotation

907 Rockmoor Dr.
Georgetown, Texas 78626
Phone (512)996 8944 Fax (512)879-9098

DATE November 4, 2026
Quotation # 77825
Salesperson: TX-1016

To: C/O Schertz

Quotation valid until: 6 Months
Prepared by: D Trevino

Attn: Charis Lawry / Rodolfo Rosales

Qty	Product No	Description	Unit Cost	AMOUNT
	B12-A31-A15-0101A-M	Meter- BLMJ 5/8" x 3/4" LF w/ Allegro UTG Register	$356.74	
	B16-A31-A15-0101A-M	Meter- BLMJ 1" LF w/ Allegro UTG Register	$484.76	
	M23-A00-A15-0101A-M	Meter- MS 2" x 17" LF Brnz Flanged w/ Allegro UTG Register	$1,189.12	
	O301-M4-A10-F	Meter- Octave 2" x17 " SS Floating Flange w/ Encoder Module, Allegro PT Unit	$2,003.87	
	O303-M1-A10-F	Meter- Octave 3" x 12" SS Floating Flange w/ Encoder Module, Allegro PT Unit	$2,491.23	
	O304-M1-A10-F	Meter- Octave 4" x 14" SS Floating Flange w/ Encoder Module, Allegro PT Unit	$3,299.27	
	O305-M1-A10-F	Meter- Octave 6" x 18" SS Floating Flange w/ Encoder Module, Allegro PT Unit	$5,207.53	
		Manufacturer Tariff Surcharge of 7% will be added to all invoices.		

FREIGHT To Be Determined

TOTAL

PLEASE NOTE: Delivery of this quote is To Be Determined from receipt of an official order. This quotation is valid for 90 days. We reserve the right to amend prices after this period.

Shipping is ESTIMATED in this quote.

A 2.5% processing fee will be applied for all credit card purchases.

All invoices are due Net 30 per HydroPro Solutions standard terms and conditions

THANK YOU FOR YOUR BUSINESS!

Agenda No. 4.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 17, 2026**
Department:	**City Secretary**
Subject:	**The Board of Directors of the Comal Appraisal District Resolution No. 2026-03- Requesting Authorization to Purchase Property to Operate the Comal District (City Manager Steve Williams)**

BACKGROUND

The Board of Directors of the Comal Appraisal District has determined that an expansion of the district facility is warranted beginning with the purchase of real estate adjacent to the appraisal district property. The Board met on October 20, 2026, to approve a resolution for the appraisal district to purchase real property located at 923 S. Castell Avenue in New Braunfels.

Section 6.05(i) of the Texas Property Tax Code states that the resolution shall be distributed to the presiding officer of the governing body of the taxing units eligible to vote on the appointment of appraisal district board members. Section 6.051 of the Texas Property Tax Code requires that the governing body of each taxing unit receive a copy of the approved resolution mentioned above. The Tax Code requires that three-fourths of the taxing units entitled to vote on the appointment of appraisal district board members must approve, or disapprove, the proposed resolution within thirty days of receipt. If a governing body fails to act on or before that 30th day or fails to file its resolution with the Chief Appraiser on or before the 10th day after that 30th day, the proposal is treated as if it were approved by the governing body.

Attachments

Comal Appraisal District Letter - Resolution 2026-03
Comal Appraisal District Resolution 2026-03
Parkhill Feasibility Study-07-30-2025
Parkhill Site Plan Options 2025
CoStar Sales
CoStar Land Sales
MLS Comps
MLS Land Sales
707 Landa Street Rental Option

COMAL APPRAISAL DISTRICT

900 S. SEGUIN AVENUE
NEW BRAUNFELS, TX 78130

JEFFREY J. BOOKER, RPA
CHIEF APPRAISER

October 21, 2026

Mayor Ralph Rodriguez
City of Schertz
1400 Schertz Parkway
Schertz, TX 78154

Dear Mayor Rodriguez:

The Board of Directors of the Comal Appraisal District (CAD) is pleased to present to the City of Schertz a resolution approved by the Comal Appraisal District Board of Directors at their October 20, 2026 meeting. The Comal Appraisal District has been in the process of evaluating the needs to expand the current building. The Board of Directors has determined that an expansion of the facility is warranted, beginning with the purchase of real property adjacent to the CAD property.

Section 6.051 of the Texas Property Tax Code requires that the governing body of each taxing unit receive a copy of the approved resolution mentioned above. The Tax Code requires that three-fourths of the taxing units entitled to vote on the appointment of appraisal district board members must approve, or disapprove, the proposed resolution within thirty days of receipt. If a governing body fails to act on or before that 30th day or fails to file its resolution with the Chief Appraiser on or before the 10th day after that 30th day, the proposal is treated as if it were approved by the governing body.

Section 6.051 of the Texas Property Tax Code requires that the taxing units be provided, in addition to the Board of Directors resolution, information showing the costs of other available alternatives to the proposal. The following pages will briefly describe the Comal Appraisal District's existing facility, an evaluation of the existing facility, and the minimum requirements for an expansion. A detailed description of the proposed expansion is attached along with details of other facilities that have also been available for purchase.

Due to the strict timeline required by the Texas Property Tax Code, should you have any questions or require additional information, you are encouraged to call or contact me or your respective representative on the Comal Appraisal District Board of Directors. Your favorable consideration of this request is very much

Sincerely,

Jeffrey J. Booker, RPA
Chief Appraiser

Enclosure
Cc: Mr. Steve Williams

COMAL APPRAISAL DISTRICT

900 S. SEGUIN AVENUE
NEW BRAUNFELS, TX 78130
JEFFREY J. BOOKER, RPA
CHIEF APPRAISER

RESOLUTION NO. 2026-03

RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMAL APPRAISAL DISTRICT REQUESTING AUTHORIZATION TO PURCHASE PROPERTY TO OPERATE THE COMAL APPRAISAL DISTRICT

WHEREAS, Section 6.051 of the Texas Tax Code authorizes the Board of Directors of an appraisal district to purchase real property and improvements as necessary to establish and operate the appraisal office; and

WHEREAS, the Board of Directors of the Comal Appraisal District will notify the presiding officer of each governing body entitled to vote on the approval to purchase property which is situated in Comal County; and

WHEREAS, Section 6.051 of the Texas Tax Code requires that an appraisal district's purchase of such real property and improvements must be approved by three-fourths (3/4) of the taxing units entitled to vote on the appointment of board member(s).

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Comal Appraisal District, that the property located at 923 S. Castell Avenue, New Braunfels, Texas 78130 is a suitable property for the Comal Appraisal District office location and desire to seek approval to purchase this property for a total purchase price of $350,000.00.

The foregoing resolution was moved, seconded, and adopted by majority vote at a meeting of the Comal Appraisal District on this 20th Day of October, 2026.

APPROVED:

Robert Slupik, Chair

ATTEST:

Robert Johnson, Secretary

July 30, 2025

Comal Appraisal District Facility Assessment & Feasibility Study

Final Report

Parkhill

Table of Contents

I. Process Overview

- Discovery (Visioning)
- Definition (Needs Assessment)
- Design (Conceptual Design)
- Delivery (Budgeting and Master Plan)

II. Project Schedule

III. Scope of Study

01. Discovery | Visioning

- Census Population Growth
- Staffing Summaries & Projections
- Beyond 2030 Forecast

02. Definition | Needs Assessment

- Existing Site Context
- Existing AD Program

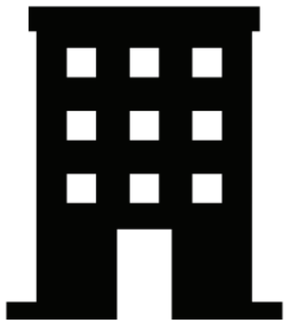
03. Design | Conceptual Design

- Proposed AD Expansion & Programming
- Site Plan Options
- Renders & Perspectives

04. Delivery | Budgeting and Cost Estimate

I. Process Overview

In order to best understand the needs of each department, **a process** was needed to help curate recommendations that would best accommodate everyone's needs. **The process** was built through a four-part approach: discovery (visioning), definition (needs assessment), designing (conceptual design), and delivery (budgeting and master plan).



Discovery

- Identifying facilities and departments for future opportunities



Definition

- Claim current conditions to be used for growth and functionality



Design

- Recommend and evaluate alternatives for improvement

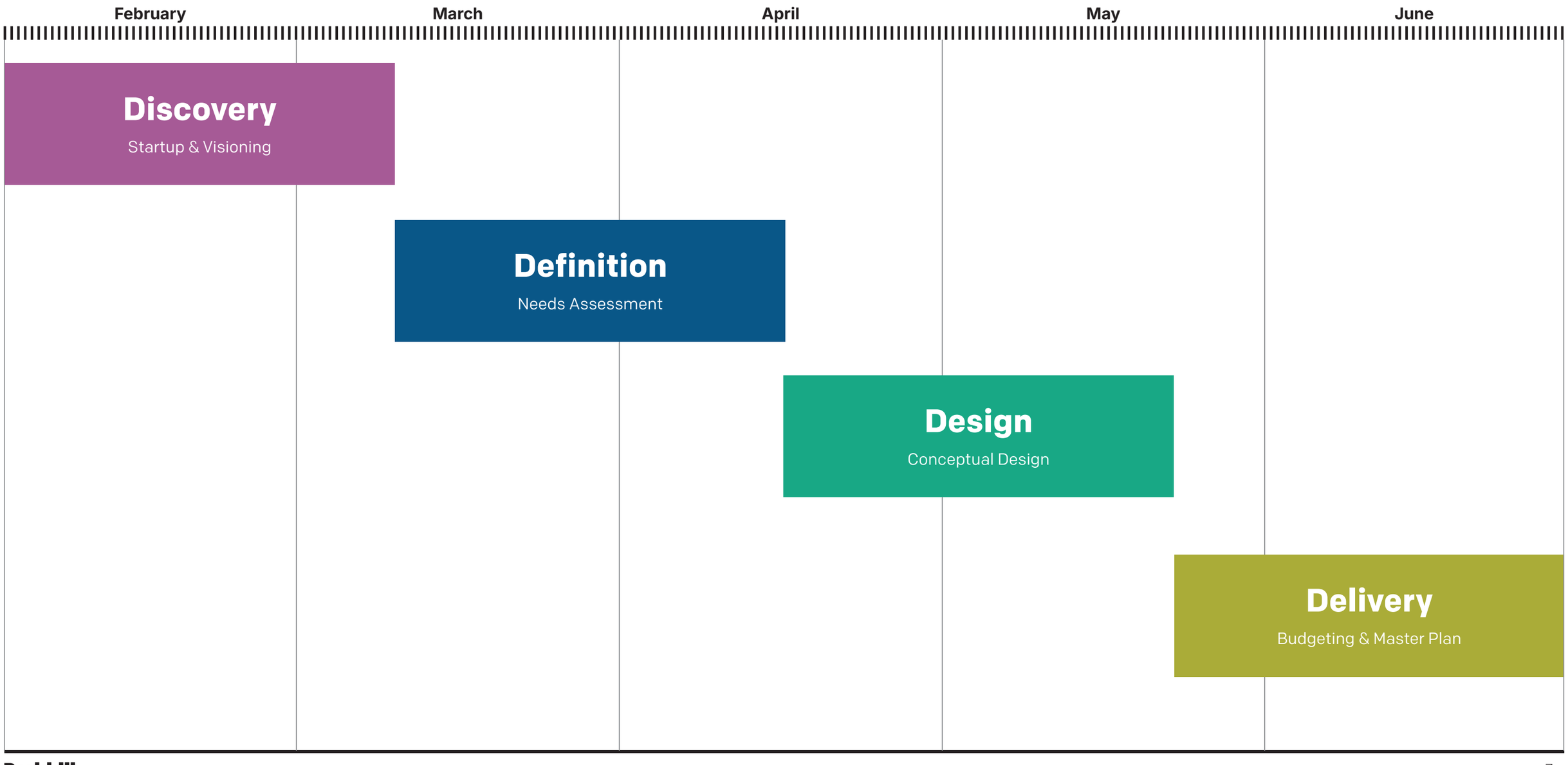


Delivery

- Final deliverable addressing facility concerns

II. Project Schedule

Study is expected to be completed over an estimated 5-6 month period beginning in January 2025 and completing by end of June 2025



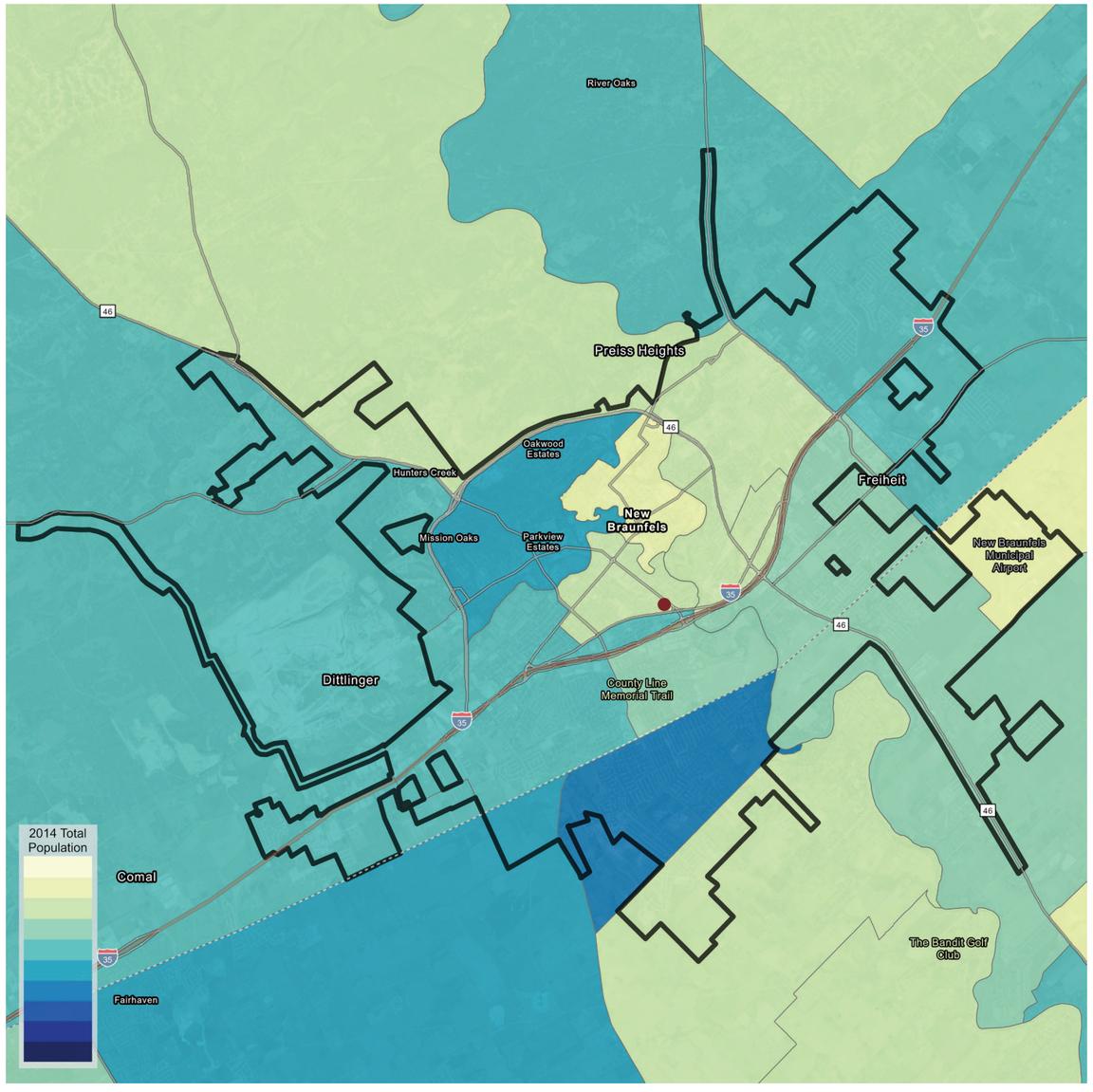
III. Scope of Study

The image shown is the location of the Comal Appraisal District that would involve an analysis of its current structure and orientation to its surroundings. It leans on the basis of expansion along with using additional land not in use.

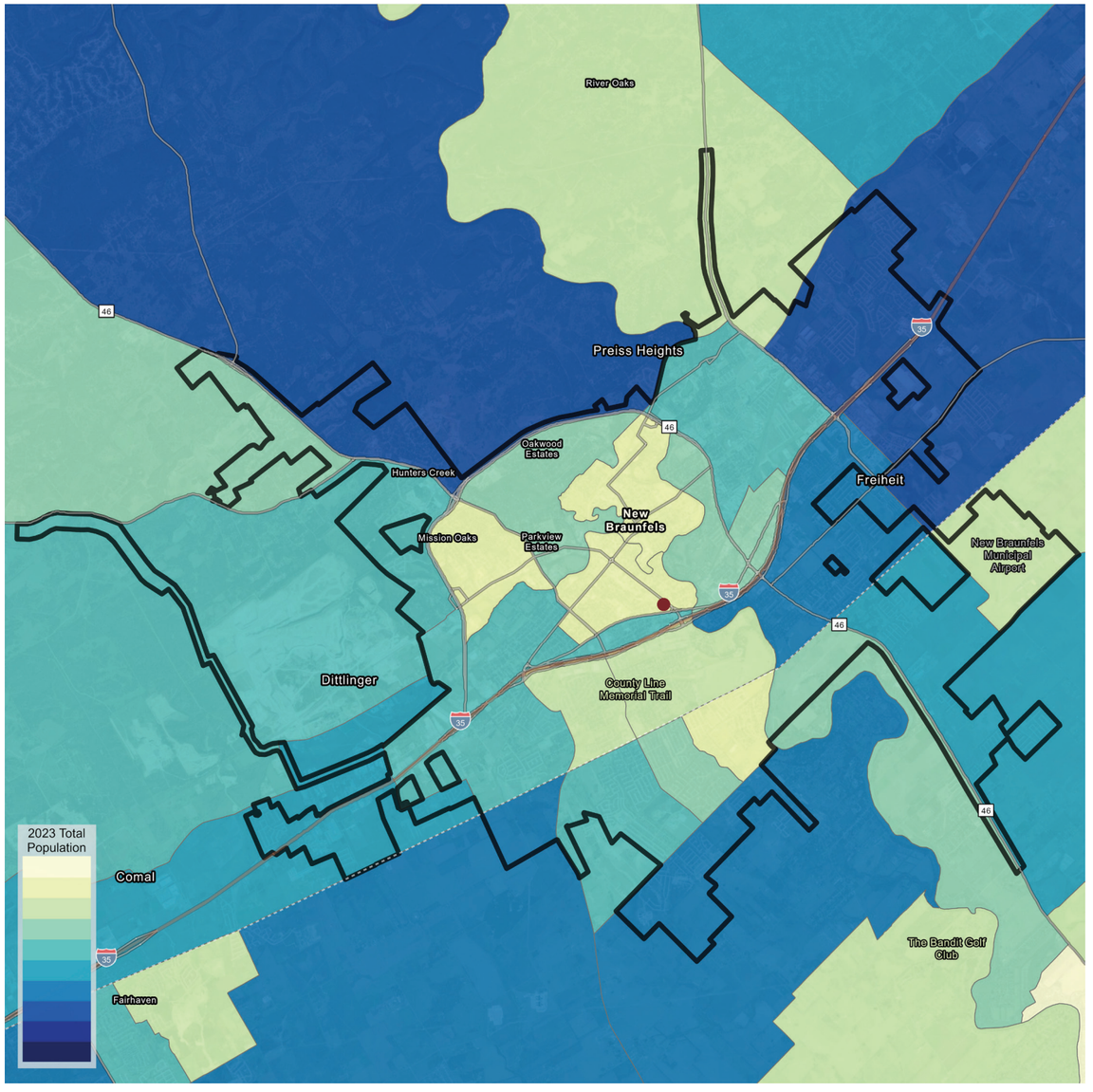


01. Discovery | Visioning

Taking an in-depth look into the population growth surrounding the Appraisal District. Identifying regions of higher population indicating more opportunities for jobs



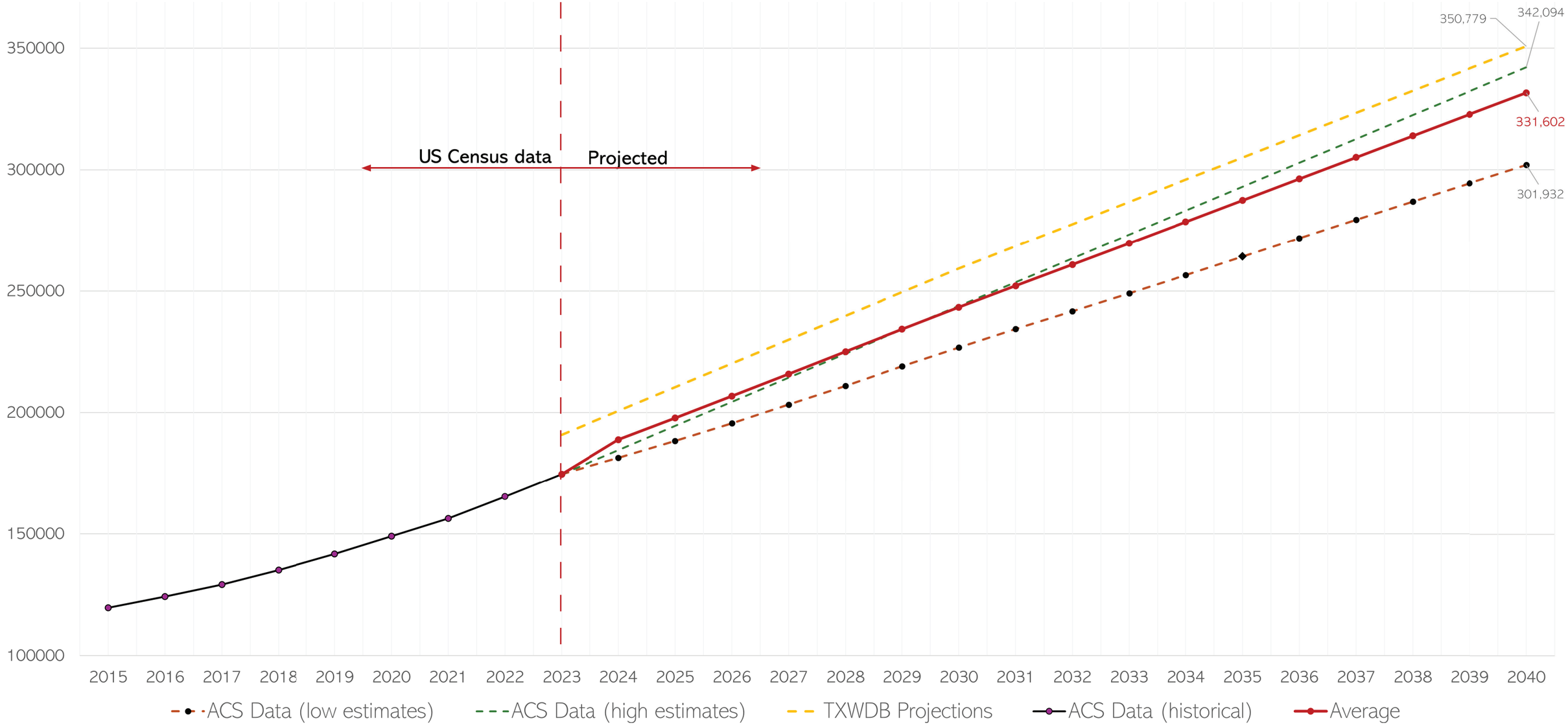
2014 US Census Population of New Braunfels



2023 US Census Population of New Braunfels

01. Discovery | Visioning

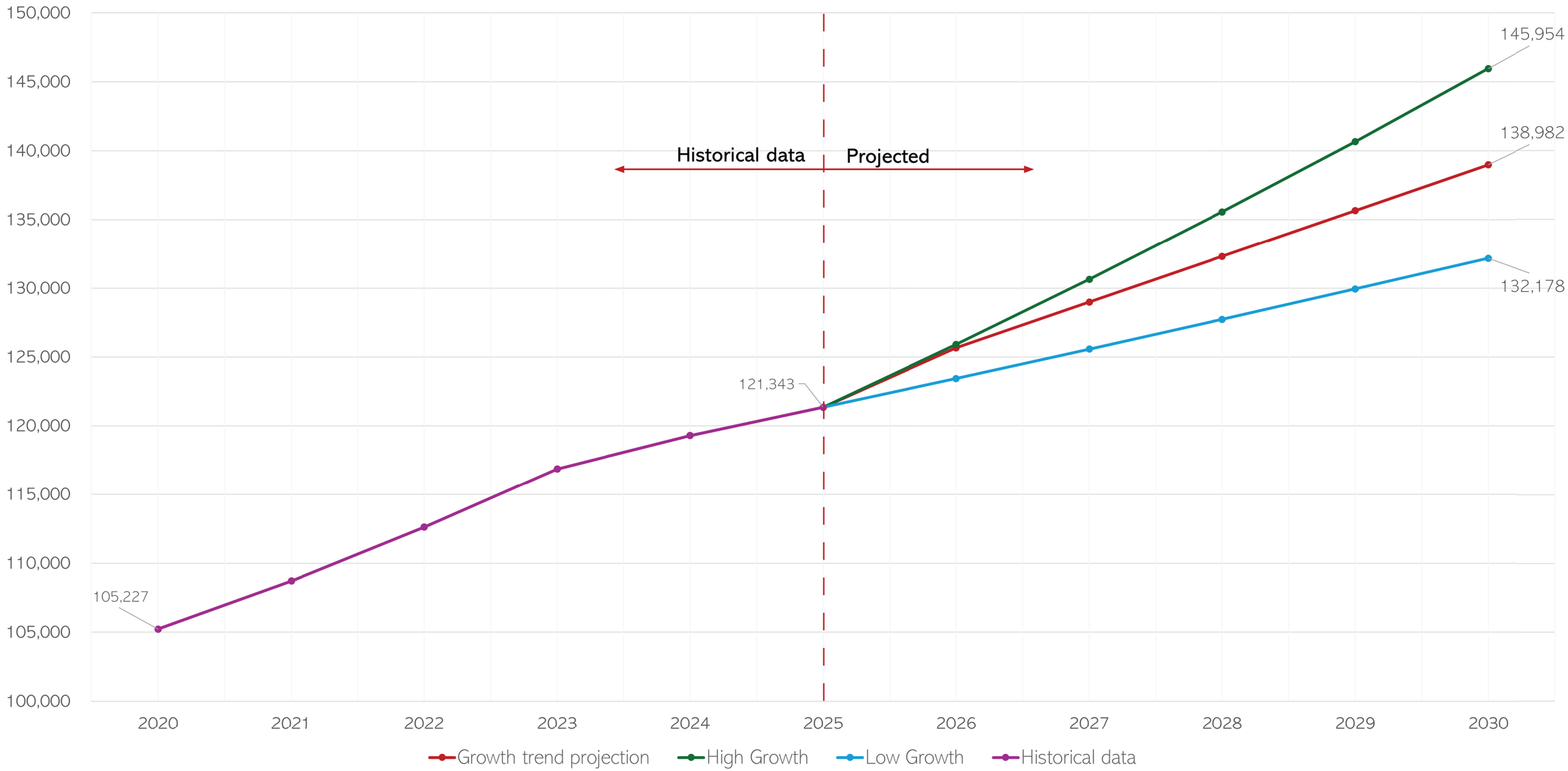
As Comal is at the split of two growing metropolitan cities in Central Texas, the surging population relates to a growth in full-time employees. With this in mind, it is a driver for future design plans to accomodate this growth in the coming years/decades



Staffing Summary - Projected Population Growth

01. Discovery | Visioning

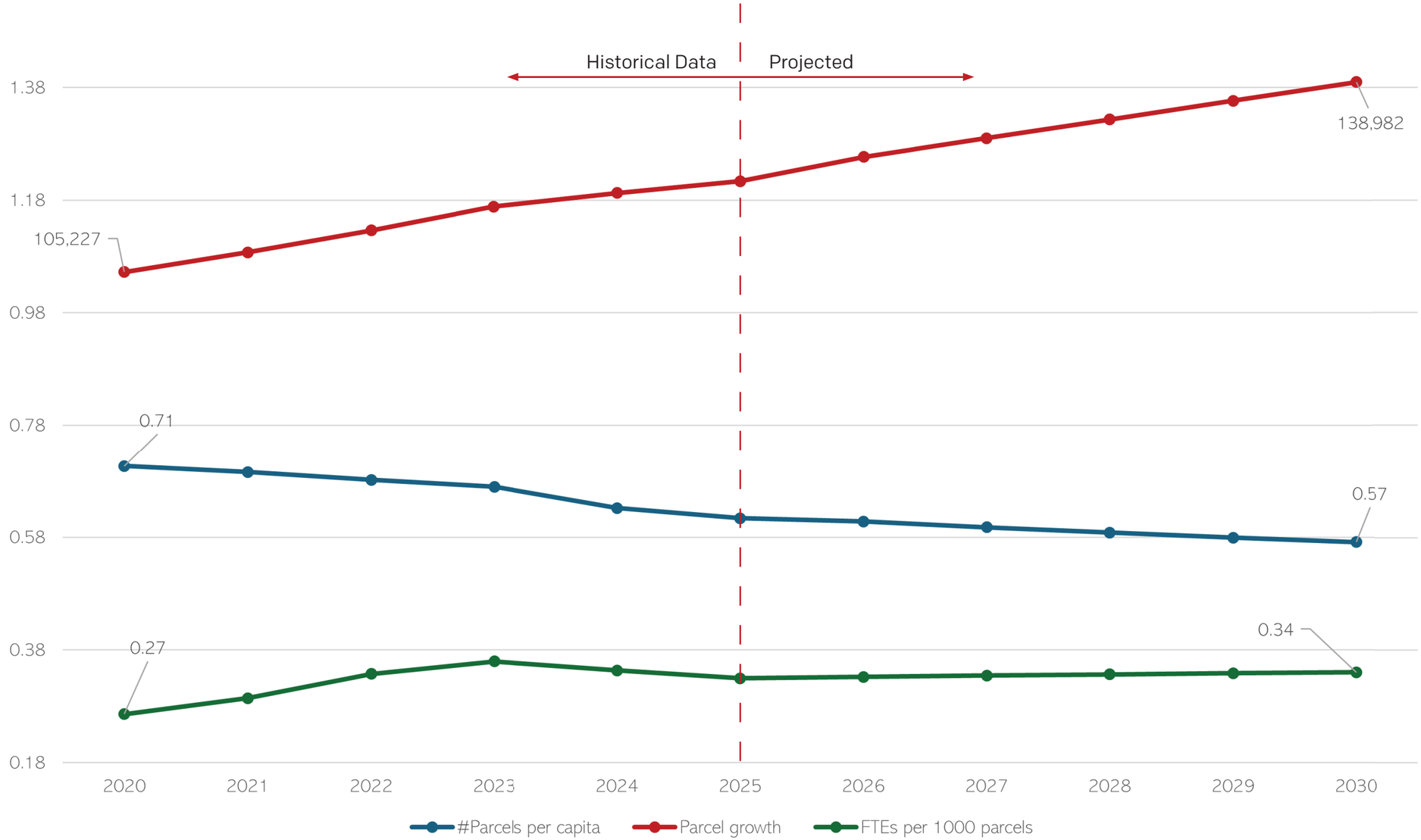
Overall Parcel Count Growth



Staffing Summary - Parcel Count Growth

01. Discovery | Visioning

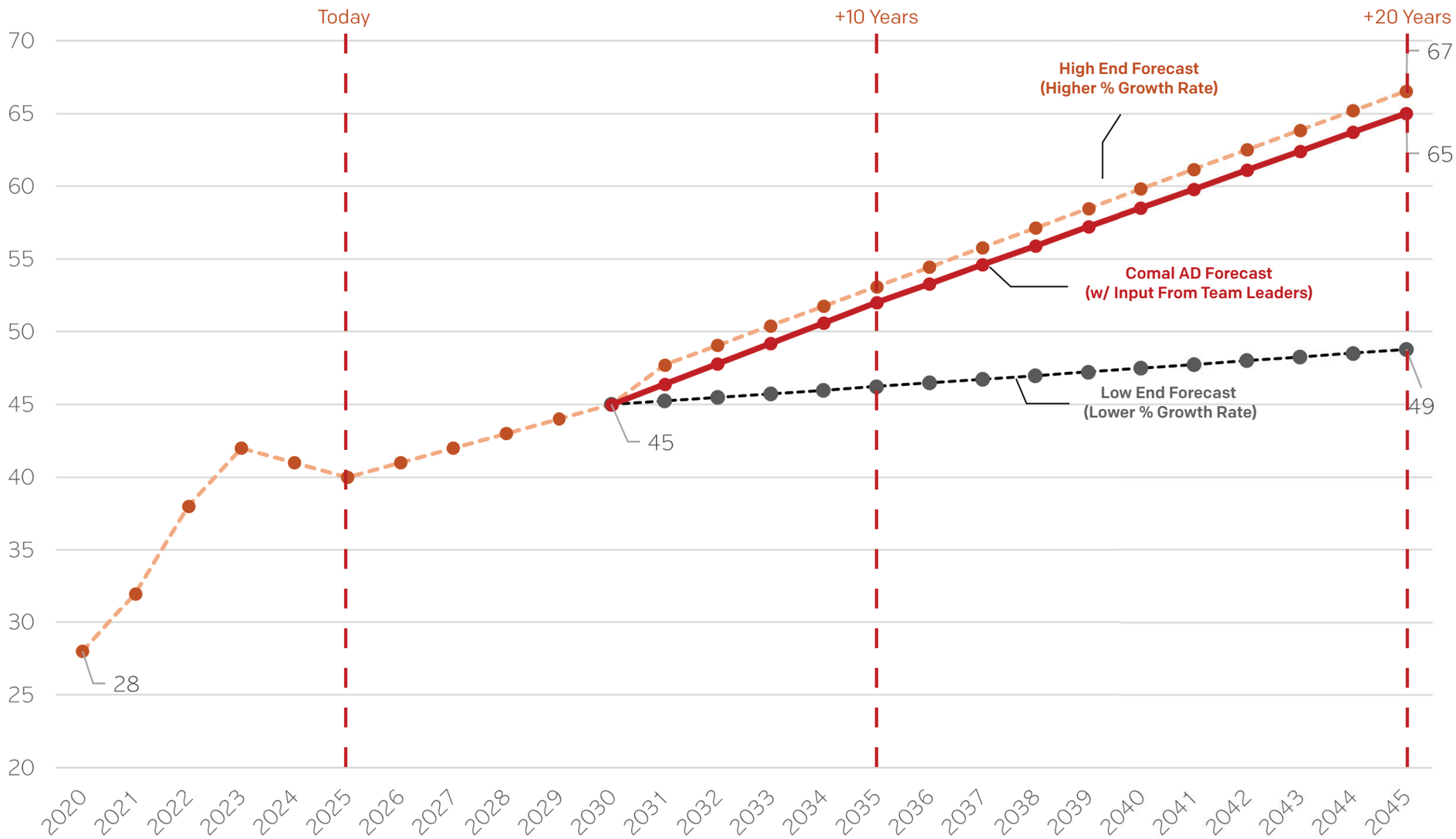
Projected Parcel Growth to 2030



Staffing Projections - Parcels per Capita & Parcel Growth

01. Discovery | Visioning

Forcasted Growth of FTEs beyond 2030



Staffing Projections - Beyond 2030

01. Discovery | Visioning

A projection of the level of service growth up to 2030



Staffing Projections - Proportional Ratios of FTEs

02. Definition | Needs Assessment

Summary of Existing Site Conditions



Existing Site Summary

Program	Area
Comal AD - Office / Admin	11,160sf
Existing Parcel	67,170sf
1 Option 1	24,393sf
2 Option 2	37,897sf

02. Definition | Needs Assessment

Comal AD - Existing Program



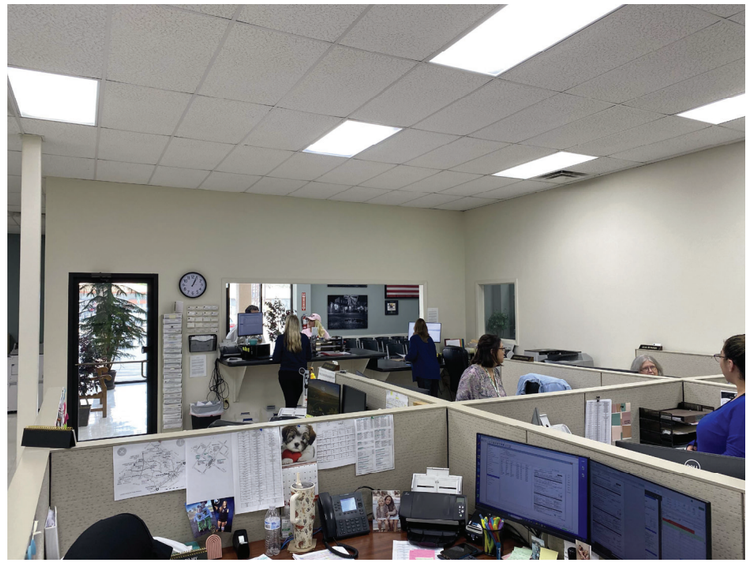
Program Summary

Space	Qty	Net SF
Chief Appraiser Operations & Assistance	*6*	*505sf*
Finance / IT	*1*	*115sf*
Comm / BPP	*9*	*463sf*
Customer Service / Exemptions	*13*	*770sf*
Land / AG / Deeds / GIS	*10*	*511sf*
Residential	*11*	*559sf*
TLO	*1*	*81sf*
Common / Support	*22*	*3,967sf*
Total Building Gross SF	**71**	**11,160sf**

03. Design | Conceptual Design







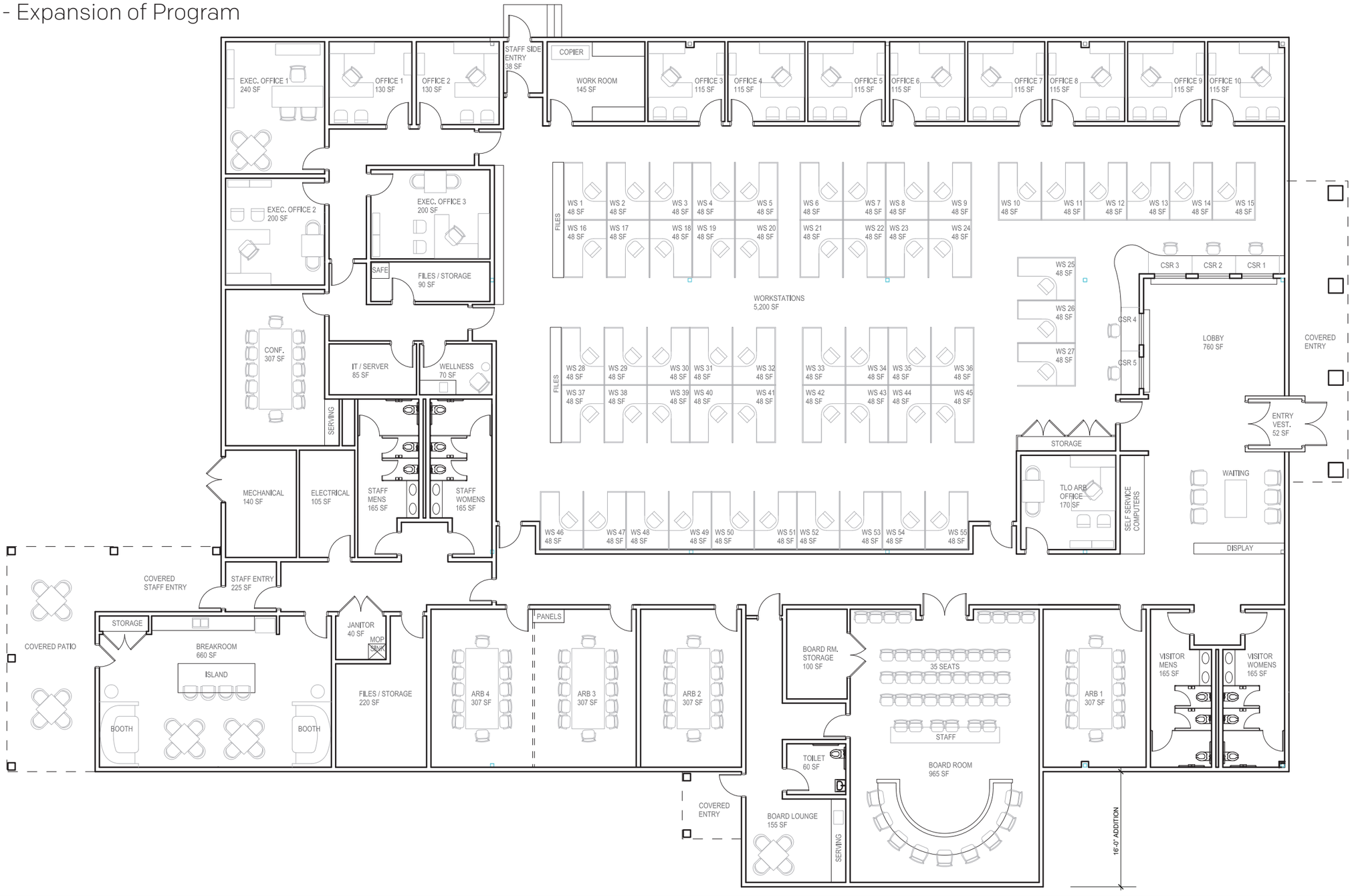


Existing Conditions - Site Visit

Space	Qty	Existing SF	Type	Qty	Net SF (15-20yr)
Customer Service / Exemptions					
FRONT TRANSACTION WINDOW	3	108	WS5	**5**	150
CUSTOMER SERVICE SPECIALIST	9	432	WS2	**13**	624
TEAM LEADER	1	79	PO4	**1**	120
Subtotal	**13**	**619**		**19**	**894**
Residential					
RESIDENTIAL APPRAISER	10	480	WS2	**13**	624
TEAM LEADER	1	79	PO4	**1**	120
Subtotal	**11**	**559**		**14**	**744**
Land / GIS					
APPRAISER	9	432	WS2	**13**	624
TEAM LEADER	1	79	PO4	**1**	120
Subtotal	**10**	**511**		**14**	**744**
Commercial					
APPRAISER	8	384	WS2	**13**	624
SR APPRAISER	-	-	WS2	**1**	48
TEAM LEADER	1	79	PO4	**1**	120
Subtotal	**9**	**463**		**15**	**792**
Appraisal Operations & Admin					
CHIEF APPRAISER	1	157	PB	**1**	240
DIRECTOR OF OPERATIONS	1	140	PO1	**1**	200
AD HUMAN RESOURCES	1	124	PO1	**1**	200
AD OFFICE ASSISTANT	1	72	PO4	**1**	130
FINANCE TEAM LEADER	1	115	PO4	**1**	130
FUTURE	-	-	WS2	**2**	96
FUTURE	-	-	PO4	**4**	480
TLO ARB Office	1	81		**1**	170
Subtotal	**6**	**689**		**12**	**1,646**
Support					
Public Lobby	1	350		**1**	490
Lobby / Waiting / Seating	1	323		**1**	313
Front Vestibule	-	-		**1**	52
ARB Small	1	299		-	-
ARB Full	1	570		**4**	1,240
Work Rm.	-	-		**1**	145
Conference Room	-	-		**1**	307
Board Room	-	-		**1**	965
Board Room Storage	-	-		**1**	100
Board Lounge	-	-		**1**	155
Board Room Restroom	-	-		**1**	60
Visitor Men's Restrooms	1	70		**1**	205
Visitor Women's Restrooms	1	70		**1**	205
Admin Restroom	2	45		-	-
Training Room	1	510		-	-
Admin Storage	1	72		-	-
IT	1	89		**1**	85
Mechanical / Electrical	-	-		**2**	245
Janitor	1	89		**1**	40
Breakroom	1	384		**1**	670
Warehouse Storage	1	1258		-	-
Files / Archives / Storage	1	202		**2**	320
Staff Men's RR	3	79		**1**	225
Staff Women's RR	3	79		**1**	225
Staff Vestibule	-	-		**2**	80
Wellness	1	72		**1**	70
Subtotal	**22**	**4561**		**27**	**6,197**
Building Summary					
Subtotal Net SF (Dept + Shared)		7,402			11,017
Bldg. Grossing		3,698			4,873
Total Building Gross SF	**71**	**11,100**		**101**	**15,890**

03. Design | Conceptual Design

Comal AD - Expansion of Program



03. Design | Conceptual Design

Site Plan - Option 1



03. Design | Conceptual Design

Site Perspective - Option 1



03. Design | Conceptual Design

Site Plan - Option 2



03. Design | Conceptual Design

Site Perspective - Option 2



03. Design | Conceptual Design

Perspective I - View From S. Seguin Ave. & W Nacogdoches St.



03. Design | Conceptual Design

Perspective II - Entry Approach From Parking Lot



03. Design | Conceptual Design

Perspective III - View From W. Nacogdoches St.



03. Design | Conceptual Design

Perspective IV - Staff Entry & Patio From Parking Lot



04. Delivery | Budgeting & Cost Estimate







DRAFT PROBABLE PROJECT COSTS

Comal Appraisal District _ New Braunfuls, TX

1.July.2025

Demo Interior	11,100	SF	$	4.00	$	44,400.00
Interior Build-out	11,100	SF	$	115.00	$	1,276,500.00
Addition	4,775	SF	$	395.00	$	1,886,125.00
Exterior Upgrades, Windows		LS			$	85,500.00
Exterior Upgrades, Exterior Finishes		LS			$	345,000.00
Exterior & Site Demo		LS			$	45,000.00
Covered Canopies	1,120	SF	$	65.00	$	72,800.00
Landscaping		LS			$	95,000.00
Concrete Curb	3,500	LF	$	6.50	$	22,750.00
Asphalt Parking	31,000	SF	$	9.50	$	294,500.00
Monument Sign	1	LS	$	15,000.00	$	15,000.00
				TOTAL SITE + BLDG COSTS	**$**	**4,182,575.00**
Furniture (FFE)	1	LS	$	400,000.00	$	400,000.00
Acquire Property					$	950,000.00
Demo of Acquisition					$	50,000.00
9000sf Lease Space for 12M	12		$	18,000.00	$	216,000.00
RAS /Accessibility Review	1	LS	$	2,500.00	$	2,500.00
GC General Conditions (40 weeks)	1	LS	$	240,000.00	$	240,000.00
GC FEE'S (5%)	1	LS	$	205,000.00	$	205,000.00
*A&E Design Fee's	1	LS	$	565,000.00	$	565,000.00
Materials Testing	1	LS	$	20,000.00	$	20,000.00
Owner Contingency/Escalation (10%)	1	LS	$	420,000.00	$	420,000.00
A&E Reimbursable Expenses	1		$	18,500.00	$	18,500.00
				TOTAL PROJECT COST	**$**	**7,269,575.00**

*A&E Design Fee Includes: Surveying, Low Voltage & Geotech

***NOTE: Opinion of cost does not constitute a bid: It is an opinion of what construction is expected to cost at the time the project is bid. Factors such as bid climate, material availibility, shcedule, & scoping may have significant impact on actual project costs.

Parkhill

Chris Casey, AIA, LEED AP
Practice Leader | Principal
EMAIL: ccasey@parkhill.com
PHONE: (832)-758-0530

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TOTAL BUILDING SUMMARY

Existing Building	*11,160 sf*
Building Addition	*4,715 sf*
TOTAL SF	*15,875 sf*

REQUIRED PARKING

	REQ'D RATIO	REQ'D NUMBER
Office / Admin	1 per 500 sf	28
Assembly (Board Room)	1 per 250 sf	5

33 spots required
Currently provided: 94

PARKING COUNT

	EXISTING	PROPOSED	DELTA
Public Parking Lot	48	33	-15
Employee Lot	37	59	+13
Fleet (secured)	9	9	--
	94	*101*	*+7*

PERVIOUS COVER

Required minimum	30%
Existing %	7.6%
Proposed (this option)	30%

LEGEND

- 01 Building Addition
- 02 Exterior Pergola / Patio
- 03 Exterior Plaza / Fleet Parking
- 04 Public Parking Lot
- 05 Employee Lot

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REQUIRED PARKING

	REQ'D RATIO	REQ'D NUMBER
Office / Admin	1 per 500 sf	28
Assembly (Board Room)	1 per 250 sf	5

33 spots required
Currently provided: 94

PARKING COUNT

		EXISTING	PROPOSED	DELTA
NORTH	Public Parking Lot	--	--	--
	Employee Lot	--	66	+66
	Additional Visitor Parking	--	19	+19
SOUTH	Public Parking Lot	48	33	-15
	Employee Lot	37	22	-15
	Fleet (secured)	9	9	--
		94	*149*	*+55*

PERVIOUS COVER

Required minimum	30%
Existing %	7.6%
Proposed (this option)	30%

LEGEND

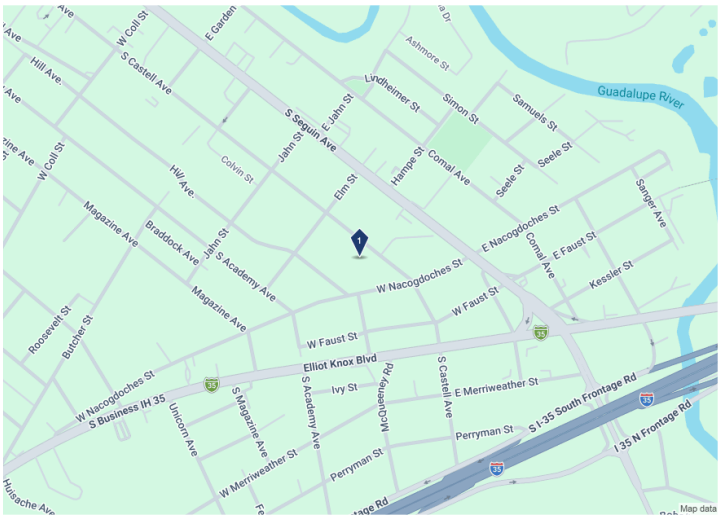
01 Building Addition
02 Exterior Pergola / Patio
03 Exterior Plaza / Fleet Parking
04 Public Parking Lot
05 Employee Lot
06 Additional Visitor Parking

822 S Castell Ave

New Braunfels, TX 78130 (Comal County) - Comal County Submarket

★★☆☆☆ Office





Sale Summary

Sold	5/31/2024	Built	1928
Sale Price	$425,000 ($372.81/SF)	Land Area	0.34 AC/14,671 SF
RBA	1,140 SF	Sale Comp Status	Research Complete
Price Status	Confirmed	Sale Comp ID	6743417

Contacts

Type	Name	Location	Phone
True Buyer	Linda Panozzo	New Braunfels, TX 78130	-
Contacts	Linda Panozzo (210) 264-4513		
True Seller	Richard Beach Family	New Braunfels, TX 78132	(210) 844-6309
Contacts	Richard Beach (210) 844-6309		
Listing Broker	RE/MAX GO	New Braunfels, TX 78130	(830) 299-4524
Contacts	Mark Wolfington (512) 917-0137		

Transaction Details

Sale Date	5/31/2024	Time On Market	6 Months 1 Day
Sale Price	$425,000 ($372.81/SF)	Hold Period	81 Months
Land Price	$1,261,876/AC ($28.97/SF)	Zoning	M-1 and residential use
Sale Type	Owner User		
Parcel Number	01-0000-0345-00		

Assessment At Sale

Assessed Year	Total Assessed	Improved Assessed	Land Assessed	% Improved	Tax Amount
2024	$0	$0	$0	-	$5,519.09

Sale History

Sale Date	Price	Sale Type	Buyer	Seller
12/8/2025	Not Disclosed	Individual Property	Clubhouse On Castell Inc	Panozzo Darrell

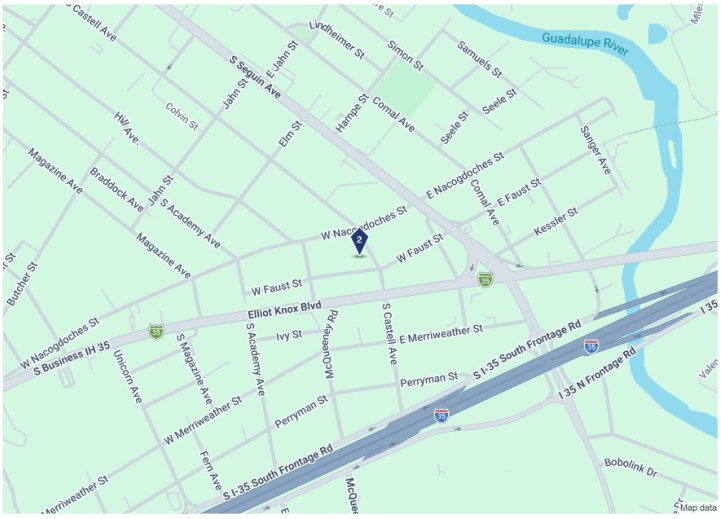
Sale History (Continued)

Sale Date	Price	Sale Type	Buyer	Seller
5/31/2024	$425,000 ($372.81/SF)	Owner User	Linda Panozzo	Richard Beach Family
8/1/2017	Not Disclosed	Investment	-	-

Property Details

Location	Suburban	Elevators	None
Tenancy	Single	Building Class	C
Owner Occupied	Yes	Construction	Wood Frame
Stories	1	Building FAR	0.08
Typical Floor	1,140 SF		
Parking Spaces	7.02/1,000 SF; 8 Surface Spaces		





Sale Summary

Sold	2/4/2022	Price/SF Land	$21.10
Sale Price	$340,000	Price Status	Confirmed
Land Area AC	0.37	Sale Comp Status	Public Record
Land Area SF	16,117	Sale Comp ID	5874798
Price/AC Land	$918,930		

Contacts

Type	Name	Location	Phone
Recorded Seller	Ronald A. Brietzke	-	-
Listing Broker	Century 21 River & Ridge	New Braunfels, TX 78132	(210) 355-0302
Contacts	Diana Colbath (210) 355-0302		

Transaction Details

Sale Date	2/4/2022	Time On Market	1 Month 25 Days
Sale Price	$340,000	Hold Period	107 Months
Land Price	$918,930/AC ($21.10/SF)	Zoning	C-1A
Sale Type	Investment		

Assessment At Sale

Assessed Year	Total Assessed	Improved Assessed	Land Assessed	% Improved	Tax Amount
2022	$0	$0	$0	-	-

Sale History

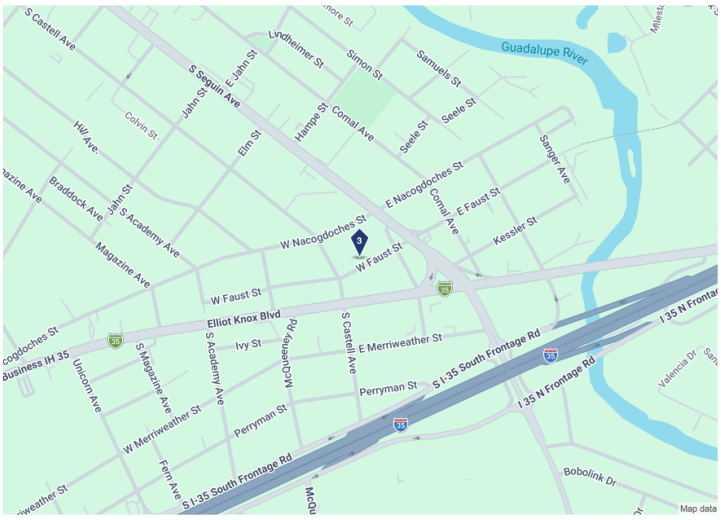
Sale Date	Price	Sale Type	Buyer	Seller
2/4/2022	$340,000 ($918,930/AC)	Investment	-	Ronald A. Brietzke
3/18/2013	$130,000 ($342,101/AC)	Individual Property*	Ronald A. Brietzke	Mandell Arlayne N & Ronald A Brietzke

*Non-arms Length Sale Comp

Property Details

Topography	Level	Number of Lots	1
On-Sites	Raw land	Zoning	C-1A
Proposed Use	Auto Repair, Bar, Medical, Office, Office Park, Restaurant, Retail		
Off-Sites	Cable, Curb/Gutter/Sidewalk, Electricity, Gas, Irrigation, Sewer, Streets, Telephone, Water		





Sale Summary

Sold	12/5/2025	Built/Renovated	1942/2024
Sale Price	$360,000 ($384.20/SF)	Land Area	0.21 AC/9,148 SF
RBA (% Leased)	937 SF (100%)	Sale Comp Status	Public Record
Price Status	Confirmed	Sale Comp ID	7430377

Contacts

Type	Name	Location	Phone
Recorded Seller	Owen Property Investments Llc	New Braunfels, TX 78130	-
True Seller	Owen Property Investments Llc	New Braunfels, TX 78130	-
Contacts	chris owen (830) 708-4308		
Listing Broker	Keller Williams - Commercial	San Antonio, TX 78232	(210) 493-3030
Contacts	Jennifer Kubenka (830) 837-8010		

Transaction Details

Sale Date	12/5/2025	Time On Market	4 Months 12 Days
Sale Price	$360,000 ($384.20/SF)	Hold Period	20+ Years
Land Price	$1,714,286/AC ($39.35/SF)	Zoning	C-3
Sale Type	Investment		
Parcel Number	01-0000-0660-00		

Assessment At Sale

Assessed Year	Total Assessed	Improved Assessed	Land Assessed	% Improved	Tax Amount
2025	$0	$0	$0	-	$4,459.05

Sale History

Sale Date	Price	Sale Type	Buyer	Seller
12/5/2025	$360,000 ($384.20/SF)	Investment	-	Owen Property Investments Llc

Property Details

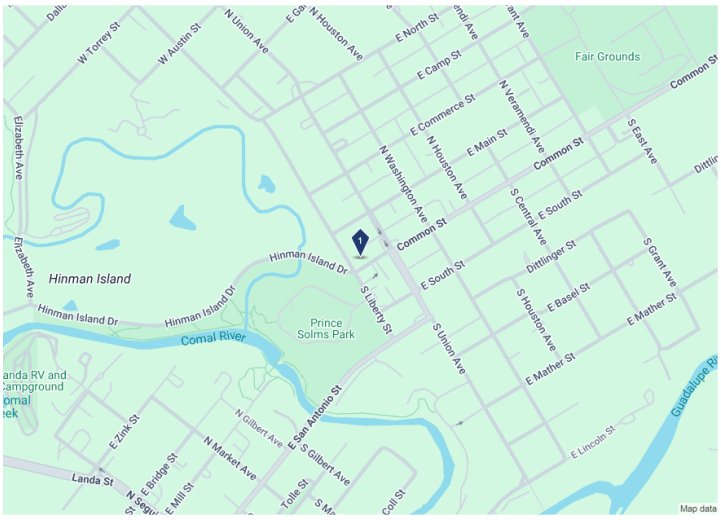
Location	Suburban	Elevators	None
Tenancy	Single	Building Class	B
Stories	1	Construction	Wood Frame
Typical Floor	937 SF	Building FAR	0.10
Parking Spaces	4.27/1,000 SF; 1 Covered Space; 3 Surface Spaces		

112 N Liberty Ave (Part of a 2-Property Sale)

New Braunfels, TX 78130 (Comal County) - Comal County Submarket

★★★☆☆ Retail





Sale Summary

Sold	10/20/2023	Land Area	0.34 AC/14,810 SF
Sale Price	$391,532 ($231.95/SF)	Sale Comp Status	Research Complete
GLA (% Leased)	1,688 SF (100%)	Sale Comp ID	6565832
Price Status	Allocated	Parcel Numbers	05-0000-0324-00
Built	1924		

Contacts

Type	Name	Location	Phone
Recorded Buyer	Walker Childrens Trusts	-	(512) 573-7120
True Buyer	Elizabeth D Walker	Austin, TX 78731	(512) 573-7120
Contacts	Elizabeth Walker (512) 573-7120		
Buyer Broker	DEN Property Group	Austin, TX 78701	(512) 222-3364
Contacts	Susan Laitala (512) 663-4980		
Recorded Seller	Ronald Smithers	New Braunfels, TX 78130	(830) 609-6012
True Seller	Ronald Smithers	New Braunfels, TX 78130	(830) 609-6012
Contacts	Ronald Smithers (830) 609-6012		
Listing Broker	JB Goodwin Commercial	Austin, TX 78759	(512) 502-7804
Contacts	Andrea Curry (512) 547-0823		
Listing Broker	JB Goodwin Realtors	San Antonio, TX 78258	(210) 581-9050
Contacts	Brian Curtis (210) 708-7832, Cody Cravens (830) 643-4811		

Transaction Details

Sale Date	10/20/2023	Sale Type	Owner User
Sale Price	$391,532 ($231.95/SF)	Time On Market	7 Months 23 Days
Land Price	$1,151,565/AC ($26.44/SF)	Hold Period	20+ Years
Parcel Number	05-0000-0324-00		

Transaction Notes

A private individual sold the 6,194 acre property for an undisclosed price. The retail property was built in 1913 and sits on .45 acres of land. The buyer intends on moving or demolishing the property and utilizing the land. The information in the comparable has been verified by sources deemed reliable.

Assessment At Sale

Assessed Year	Total Assessed	Improved Assessed	Land Assessed	% Improved	Tax Amount
2023	$0	$0	$0	-	$8,470.33

Sale History

Sale Date	Price	Sale Type	Buyer	Seller
10/20/2023	$1,950,000 ($247.40/SF)	2 Property Portfolio	Elizabeth D Walker	Ronald Smithers

Property Details

Tenancy	Single	Building FAR	0.11
Parking Spaces	2.96/1,000 SF; 5 Surface Spaces		
Frontage	105' on North Liberty Avenue, 100' on Liberty Ave		

Amenities

- Air Conditioning

2026 CoStar Group - Licensed to SVN | Traditions - 1312347

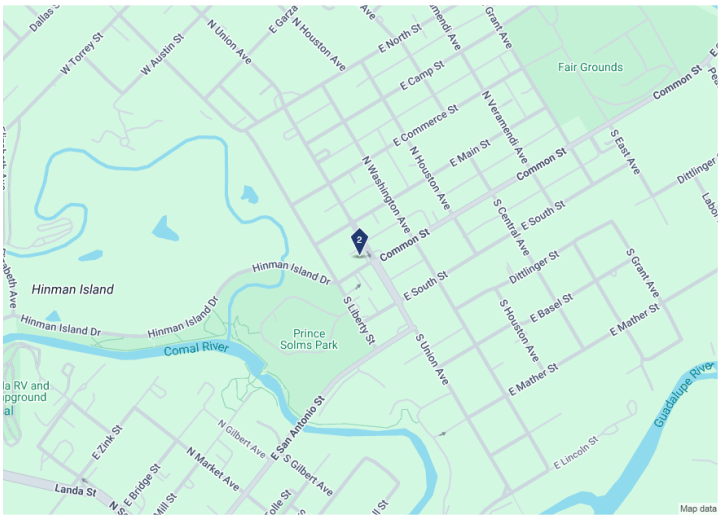
115 N Union Ave (Part of a 2-Property Sale)

New Braunfels, TX 78130 (Comal County) - Comal County Submarket

★★☆☆☆

Retail





Sale Summary

Sold	10/20/2023	Land Area	0.45 AC/19,602 SF
Sale Price	$1,558,468 ($251.61/SF)	Sale Comp Status	Research Complete
GLA	6,194 SF	Sale Comp ID	6565832
Price Status	Allocated	Parcel Numbers	05-0000-0325-00
Built	1913		

Contacts

Type	Name	Location	Phone
Recorded Buyer	Walker Childrens Trusts	-	(512) 573-7120
True Buyer	Elizabeth D Walker	Austin, TX 78731	(512) 573-7120
Contacts	Elizabeth Walker (512) 573-7120		
Buyer Broker	DEN Property Group	Austin, TX 78701	(512) 222-3364
Contacts	Susan Laitala (512) 663-4980		
Recorded Seller	Ronald Smithers	New Braunfels, TX 78130	(830) 609-6012
True Seller	Ronald Smithers	New Braunfels, TX 78130	(830) 609-6012
Contacts	Ronald Smithers (830) 609-6012		
Listing Broker	JB Goodwin Commercial	Austin, TX 78759	(512) 502-7804
Contacts	Andrea Curry (512) 547-0823		
Listing Broker	JB Goodwin Realtors	San Antonio, TX 78258	(210) 581-9050
Contacts	Brian Curtis (210) 708-7832, Cody Cravens (830) 643-4811		

Transaction Details

Sale Date	10/20/2023	Sale Type	Owner User
Sale Price	$1,558,468 ($251.61/SF)	Time On Market	7 Months 23 Days
Land Price	$3,463,262/AC ($79.51/SF)	Hold Period	20+ Years
Parcel Number	05-0000-0325-00		

Transaction Notes

A private individual sold the 6,194 acre property for an undisclosed price. The retail property was built in 1913 and sits on .45 acres of land. The buyer intends on moving or demolishing the property and utilizing the land. The information in the comparable has been verified by sources deemed reliable.

Assessment At Sale

Assessed Year	Total Assessed	Improved Assessed	Land Assessed	% Improved	Tax Amount
2023	$0	$0	$0	-	$13,259.97

Sale History

Sale Date	Price	Sale Type	Buyer	Seller
10/20/2023	$1,950,000 ($247.40/SF)	2 Property Portfolio	Elizabeth D Walker	Ronald Smithers

Tenants at Sale

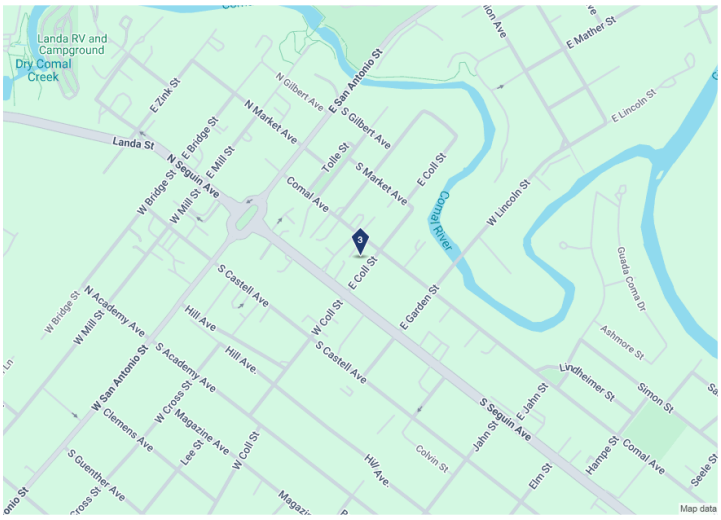
Tenant Name	Floor	SF Occupied	Employees	Move Date	Expiration
Happy Days Day Care Center	Unk	-	15	-	-

Showing 1 of 1 Tenants

Property Details

Tenancy	Single	Building FAR	0.32
Number of Tenants	1		
Parking Spaces	2.42/1,000 SF; 15 Surface Spaces		
Frontage	130' on Union Ave, 129' on North Union Avenue		





Sale Summary

Sold	2/19/2026	Built	1907
Sale Price	$497,500 ($368.79/SF)	Land Area	0.21 AC/9,148 SF
GLA	1,349 SF	Sale Comp Status	Public Record
Price Status	Confirmed	Sale Comp ID	7532982

Contacts

Type	Name	Location	Phone
Listing Broker	KW Commercial - Heritage	New Braunfels, TX 78130	(830) 624-2400
Contacts	Mark Hampton (210) 823-8611		

Transaction Details

Sale Date	2/19/2026	Time On Market	2 Months 22 Days
Sale Price	$497,500 ($368.79/SF)	Hold Period	20+ Years
Land Price	$2,369,048/AC ($54.39/SF)	Zoning	C-2
Sale Type	Investment		
Parcel Number	01-0000-0095-00		

Assessment At Sale

Assessed Year	Total Assessed	Improved Assessed	Land Assessed	% Improved	Tax Amount
2026	$0	$0	$0	-	$3,282.48

Sale History

Sale Date	Price	Sale Type	Buyer	Seller
2/19/2026	$497,500 ($368.79/SF)	Investment	-	-

Property Details

Building FAR	0.15

MLS#: **557387 (Closed)** List Price: **$349,000**
Selling Office Name: **(223) Non Member Office**
Selling Agent Name: **NON-MEMBER AGENT TEAM**

Co-Selling Office Name:
Sold Comments:

816 W County Line New Braunfels, TX 78130
Close Price $329,000 **Closing Date: 01/15/2025**
Ctrct Dt: **01/10/2025** Financing: **Cash**
Seller Concessions: 0



Commercial-Improved

List Price:	**$349,000**	First Right Refusal Option:	**N/A**
Orig Price:	**$349,000**		
Price/SQFT:	**$177.65**	Subdivision:	
County:	**Comal**	School District:	
Type:	**Office Building**		
#Stories:	**One**	Waterfront:	**No**
#Buildings:		Apx Acreage:	**0.400**
Zoned:	**Yes**	Lot Dimensions:	
Zoning Type:		Year Built:	**1940**
Apx SqFt:	**1,852**	Year Built Src:	**Appraisal District**
Source SqFt:	**Appraisal District**	In City Limits:	**Yes**

Construction Status: **Complete Construction**

Legal Description: **D M, Block 1, Lot 2**
Property ID: **80255** Geo ID: Lot/Block:
Road Frontage: Apx Office SqFt: Apx Retail SqFt: Apx Whse SqFt:
Avg Ann Gross Inc: Avg Ann Grs Exp: Lease Basis: Net Pass Thru:
Bldg Center Name: Lease Type: Pass Thru Basis:
Lease Rate: ETJ: **No**
Access: FEMA Flood Plain: **No**
Front Faces: Current Gross:
Sprinkler System:

Owner(s) Legal Name: **Helmly Rentals, LLC**
Concession: **If Yes, the Seller may consider a Buyer concession if it is included in an offer.**
Concession In Price:
Earnest Money: Also For Rent: Additional MLS#: Currently Leased:
Documents on File:
Financing Avail: **Utilities**
Possession: **Closing, Funding** Sale Type: **Resale**
Prospects Exempt: **No** Short Sale:
Agent Disclosure:
Community Web:
Exemptions:
Listing Type: **Exclusive Right to Lease**
Multiple PID #'s:
Sale Type: **Resale** Tax Annl Amt:
Taxed by Mult Counties: Estimated Tax: Tax Rate: **1.73** Tax Year: **2023**

Parking: **1-5 Spaces, Attached Garage, Side Entry Garage**
Constr Materials: **Brick Veneer, Siding-Vertical, Siding-Vinyl, Wood**
Foundation: **Pillar/Post/Pier, Slab** Roof:
Heat: **1 Unit, Electric** Flooring: **Ceramic Tile, Unfinished, Wood**
A/C: **1 Unit, Electric** Rail Service: **No**
Water/Sewer: **City Water, Public Sewer** Attic: **Access Only**
Amenities: **None**
Disability Feat: **Ramped Entrance, Wheelchair Ramps**
Other Utilities: **City Electric, City Garbage**
Water Features/View: **None**
Topo/Land Desc: **.25-.5 Acres, Mature Trees**
Sale Includes:
Lease Includes: **Building(s), Land**
Access/Road Surface: **Asphalt, City Street, Public Maintained Road, Sidewalks**

Lockbox Type:
Lockbox Loc:

Public Remarks:
Commercially zoned C-1 property located on W. County Line Road in New Braunfels. This property has previously been used as a Retail/Sales office for a Mattress and Bed retailer. It has also been used as the office for a Roofing Company. This location is convenient to Walnut Ave, FM 725 and IH 35. It is conveniently located to several NBISD schools as well as several subdivisions. This would be a great site for electrical, plumbing, HVAC or other companies servicing the residential or commercial industry. Our site offers parking spaces at the front of the office. The total space is noted as 1,852 sqft and does not include all of the enclosed space.
Agent Only Remarks:
Please call Agent or Showing Time for Instructions.

Directions:
Head east on I-35 N, Take exit 187 toward Farm to Market Rd 725/Seguin Ave/Lake McQueeney, Merge onto I 35 N Frontage Rd, Turn right onto S Seguin Ave, Turn right onto W County Line Rd, Destination will be on the right.
Showing Instructions:

Appointment Only, Showing Service, Showing Service App

Showing Phone: Show Phone 2:

DOM: **113** CDOM: **280** IDX: **Yes**
List Date: **09/19/2024** Expire Date:

Internet: **Yes** Disp Addr: **Yes** Allow AVM: **Yes** Allow Cmts: **Yes**
Off Market Date: **01/10/2025** Pending Date: **01/10/2025**
Option End Date: **01/11/2025** Tentative Close Dt: **01/17/2025**

Listing Office: **(1184) Keller Williams Heritage**
Office Phone: **210-493-3030**

List Agent: **Mark Hampton**
Agent Email: **Mark@MarkHamptonHomes.com**
Contact #: **(210) 823-8611**





Prepared By: Travis Taylor

Date Printed: 06/04/2026

Information Deemed Reliable But Not Guaranteed

MLS#: **537596 (Closed)** List Price: **$239,500**
Selling Office Name: **(223) Non Member Office**
Selling Agent Name: **NON-MEMBER AGENT**

Co-Selling Office Name:
Sold Comments: **The concession was a 1 year home warranty.**

241 W Merriweather Street New Braunfels, TX 78130
Close Price $220,000 **Closing Date: 10/11/2024**
Ctrct Dt: **10/03/2024** Financing: **Conventional**
Seller Concessions: 575.00



Commercial-Improved

List Price: **$239,500**
Orig Price: **$319,000**
Price/SQFT: **$214.01**
County: **Comal**
Type: **Office Building, Other-See Remarks**
#Stories: **One**
#Buildings:
Zoned: **Yes**
Zoning Type: **C-3**
Apx SqFt: **1,028**
Source SqFt: **Appraisal District**
Construction Status: **Complete Construction**

First Right Refusal Option: **N/A**
Subdivision: **Highway Add**
School District: **New Braunfels ISD**
Waterfront: **No**
Apx Acreage: **0.207**
Lot Dimensions: **60X150**
Year Built: **1930**
Year Built Src: **Appraisal District**
In City Limits: **Yes**

Legal Description: **HIGHWAY ADDITION, NEW CITY BLOCK 1072, LOT 6**
Property ID: **794** Geo ID: **10000071700** Lot/Block: **6/1072**
Road Frontage: Apx Office SqFt: Apx Retail SqFt: Apx Whse SqFt:
Avg Ann Gross Inc: Avg Ann Grs Exp: Lease Basis: Net Pass Thru:
Bldg Center Name: Lease Type: Pass Thru Basis:
Lease Rate: ETJ: **No**
Access: FEMA Flood Plain: **No**
Front Faces: **North-West** Current Gross:
Sprinkler System:

Owner(s) Legal Name: **Ramos Manuel J Jr**
Concession: **If Yes, the Seller may consider a Buyer concession if it is included in an offer.**
Concession In Price:
Earnest Money: Also For Rent: **Yes** Additional MLS#: Currently Leased: **Yes**
Documents on File: **Lead Based Paint Addendum, Seller's Disclosure**
Financing Avail: **None**
Possession: **Closing, Funding** Sale Type: **Resale**
Prospects Exempt: **No** Short Sale:
Agent Disclosure:
Community Web:
Exemptions:
Listing Type: **Exclusive Right to Sell**
Multiple PID #'s:
Sale Type: **Resale** Tax Annl Amt: **$3,298**
Taxed by Mult Counties: Estimated Tax: Tax Rate: **1.73** Tax Year: **2023**

Parking: **1-5 Spaces**
Constr Materials: **Wood**
Foundation: **Pillar/Post/Pier** Roof: **Metal**
Heat: **1 Unit, Central, Electric** Flooring: **Hardwood, No Carpet, Wood**
A/C: **1 Unit, Central, Electric, Window/Wall Unit(s)** Rail Service: **No**
Water/Sewer: **City Water, Public Sewer** Attic: **Access Only**
Amenities: **None**
Disability Feat: **Level Drive, Level Lot, No Carpet**
Other Utilities: **City Electric, City Garbage**
Water Features/View: **None**
Topo/Land Desc: **0-.25 Acres, Level, Mature Trees**
Sale Includes:
Lease Includes: **None**
Access/Road Surface: **City Street, Interstate Hwy-1 mi or Less, Paved, Street Lights**

Lockbox Type: **None**
Lockbox Loc: **None**

Public Remarks:
SUPERB OPPORTUNITY CLOSE TO DOWNTOWN NEW BRAUNFELS AND A FEW BLOCKS OFF OF IH35! THIS 1930, 3 BEDROOM, 1 BATH HOUSE IS ZONED C-3 AND ALLOWS FOR AN ABUNDANCE OF OPPORTUNITIES! ORIGINAL HARDWOOD FLOORS, A METAL ROOF, A COVERED FRONT PORCH AND A DECK ARE SOME OF THE OTHER QUALITIES THIS PROPERTY PROVIDES IN ADDITION TO THE EXCELLENT LOCATION! DON'T LET THIS ONE PASS YOU BY, IT COULD BE THE INVESTMENT YOU'VE BEEN WAITING FOR!
Agent Only Remarks:
Tenant Occupied. Showing only after an accepted offer. Please verify zoning use with the city. Buyer's agent to verify if the C-3 zone use is suitable for their clients. Buyer's agent to verify measurements.

Directions:
From the intersection of Business 35 and S. Castell, turn Southeast onto S. Castell, then turn right onto W. Merriweather. The property will be on the left side.
Showing Instructions:

Showing Service, Other-See Remarks

Showing Phone: **210-222-2227** Show Phone 2: **210-834-3263**

DOM: **185** CDOM: **185** IDX: **Yes** Internet: **Yes** Disp Addr: **Yes** Allow AVM: **No** Allow Cmts: **No**
List Date: **03/19/2024** Expire Date: Off Market Date: **10/03/2024** Pending Date: **10/03/2024**
Option End Date: **09/27/2024** Tentative Close Dt: **10/10/2024**

Currently Lsd: **Yes** Lse Expire Date: **07/31/2025**

Listing Office: **(45) Property Professionals, Inc** List Agent: **Roy Guzman**
Office Phone: **(830) 625-8065** Agent Email: **roy@propertynb.com**
Contact #: **(210) 834-3263**



Prepared By: Travis Taylor Date Printed: 06/04/2026

Information Deemed Reliable But Not Guaranteed

MLS#: **527275 (Closed)** List Price: **$339,000**
Selling Office Name: **(1570) RE/MAX GO - NB**
Selling Agent Name: **Frank Bisono**

Co-Selling Office Name:
Sold Comments:

142 S Live Oak Avenue New Braunfels, TX 78130
Close Price $339,000 **Closing Date: 01/25/2024**
Ctrct Dt: Financing:
Seller Concessions: 0



Commercial-Improved

List Price: **$339,000**
Orig Price: **$349,000**
Price/SQFT: **$375.00**
County: **Comal**
Type: **Medical/Dental, Office Building, Retail/Shop**
#Stories: **One**
#Buildings:
Zoned: **Yes**
Zoning Type:
Apx SqFt: **904**
Source SqFt: **Appraisal District**
Construction Status: **Complete Construction**

First Right Refusal Option: **YES**
Subdivision: **Highland Park**
School District: **New Braunfels ISD**
Waterfront: **No**
Apx Acreage: **0.186**
Lot Dimensions:
Year Built: **1982**
Year Built Src: **Appraisal District**
In City Limits: **Yes**

Legal Description: **HIGHLAND PARK, BLOCK 14, LOT 7 S 92**
Property ID: **31093** Geo ID: **220250018600**
Road Frontage: Apx Office SqFt: Apx Retail SqFt: Lot/Block: **7/14**
Avg Ann Gross Inc: Avg Ann Grs Exp: Lease Basis: Apx Whse SqFt:
Bldg Center Name: Lease Type: Net Pass Thru:
Lease Rate: Pass Thru Basis:
Access: FEMA Flood Plain: **No** ETJ: **No**
Front Faces: Current Gross:
Sprinkler System:

Owner(s) Legal Name: **Taylor Grace Homes**
Concession: **If Yes, the Seller may consider a Buyer concession if it is included in an offer.**
Concession In Price:
Earnest Money: Also For Rent: Additional MLS#: Currently Leased:
Documents on File: **Seller's Disclosure**
Financing Avail: **None**
Possession: **Closing, Funding** Sale Type: **Resale**
Prospects Exempt: **Yes** Short Sale:
Agent Disclosure:
Community Web:
Exemptions:
Listing Type: **Exclusive Right to Sell**
Multiple PID #'s:
Sale Type: **Resale** Tax Annl Amt: **$2,896**
Taxed by Mult Counties: Estimated Tax: Tax Rate: **1.89** Tax Year: **2023**

Parking: **1-5 Spaces, None-Carport, None-Garage**
Constr Materials: **Siding-Vinyl**
Foundation: **Pillar/Post/Pier** Roof: **Shingle-Composition**
Heat: **1 Unit, Central** Flooring: **Tile, Vinyl**
A/C: **1 Unit, Central** Rail Service: **Unknown**
Water/Sewer: **City Water** Attic: **Pull Down Stairs**
Amenities: **None**
Disability Feat: **None**
Other Utilities: **City Electric, Electricity Available, Electricity on Property**
Water Features/View: **None**
Topo/Land Desc: **0-.25 Acres**
Sale Includes:
Lease Includes: **None**
Access/Road Surface: **City Street**

Lockbox Type: **Combo**
Lockbox Loc: **Door-Front**

Public Remarks:
LOCATION LOCATION LOCATION!! This recently renovated home offers modern comfort and style. The interior features new flooring and fresh paint, creating a clean and inviting atmosphere. A new AC system ensures year-round comfort, and the newly remodeled bathroom adds a touch of luxury. The kitchen boasts new appliances, making cooking a delight. Step outside onto the brand-new deck, perfect for outdoor relaxation and entertainment. The large lot allows plenty of space for get togethers or business mixers. Located just minutes from downtown New Braunfels, you'll have easy access to shopping, dining, and entertainment. This home is a true gem, combining updated features with a great location. BONUS IS THAT THIS HOME IS ZONED C-3. Call for more info if interested in the perks of the zoning!! Call TODAY for your exclusive showing. $5000 towards closing cost with full price offer or higher. Property eligible for a $5000 grant through our preferred lender.
Agent Only Remarks:
This property is also listed as a residential listing 525261. Please verify schools and room sizes. Send all offers to Mercy@househuntersnb.com and cc RealEstateWithJaqui@gmail.com Happy Showing!

Directions:

From I35, Exit 185, turn onto IH35 BL N, continue onto Spur St, then right onto S Live Oak Ave, property will be on the right.
Showing Instructions:
Call First-Go, Showing Service, Showing Service App

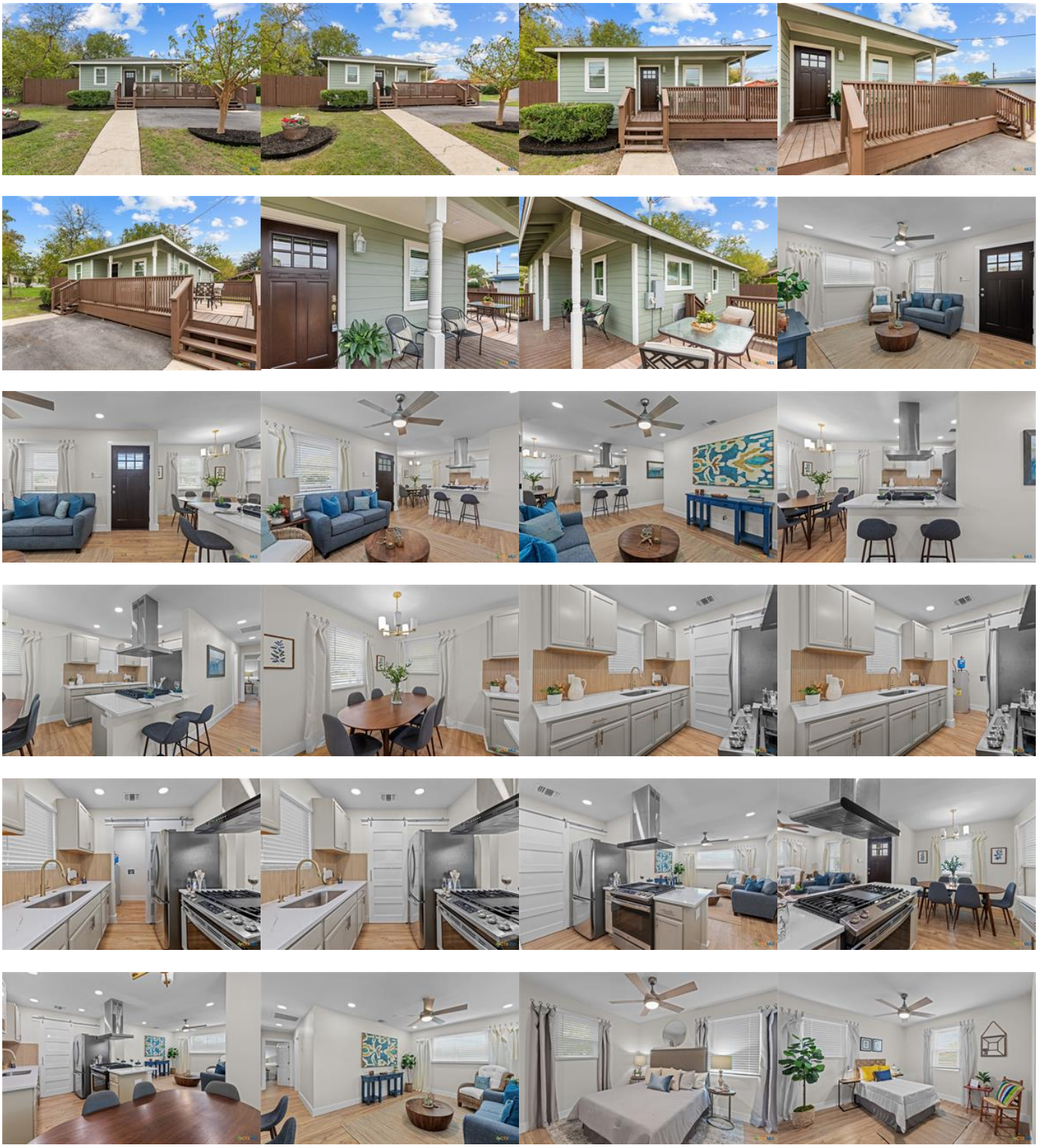
Showing Phone: **210-222-2227** Show Phone 2:

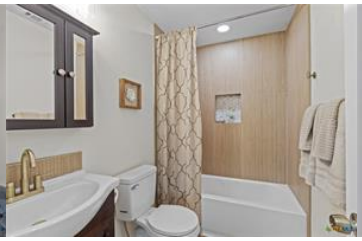
DOM: **65** CDOM: **65** IDX: **Yes**
List Date: **11/21/2023** Expire Date:

Internet: **Yes** Disp Addr: **Yes** Allow AVM: **No** Allow Cmts: **No**
Off Market Date: **01/26/2024** Pending Date:
Option End Date: **01/25/2024** Tentative Close Dt: **01/31/2024**

Listing Office: **(2124) House Hunters NB**
Office Phone: **(830) 312-8090**

List Agent: **Mercy Boatright-Wood**
Agent Email: **mercy@househuntersnb.com**
Contact #: **(830) 312-9289**








Prepared By: Travis Taylor

Date Printed: 06/04/2026

Information Deemed Reliable But Not Guaranteed

MLS#: **526687 (Closed)** List Price: **$425,000**
Selling Office Name: **(2187) eXp Realty LLC**
Selling Agent Name: **Linda Panozzo**

Co-Selling Office Name:
Sold Comments:

822 S Castell Avenue New Braunfels, TX 78130
Close Price $425,000 **Closing Date: 05/31/2024**
Ctrct Dt: **03/20/2024** Financing: **Other**
Seller Concessions: 0



Commercial-Improved

List Price: **$425,000**
Orig Price: **$425,000**
Price/SQFT: **$372.81**
County: **Comal**
Type: **Medical/Dental, Office Building, Retail/Shop**
#Stories: **One**
#Buildings: **1**
Zoned: **Yes**
Zoning Type: **M-1**
Apx SqFt: **1,140**
Source SqFt: **Appraisal District**
Construction Status: **Complete Construction**

First Right Refusal Option: **N/A**
Subdivision:
School District: **New Braunfels ISD**
Waterfront: **No**
Apx Acreage: **0.352**
Lot Dimensions:
Year Built: **1928**
Year Built Src: **Appraisal District**
In City Limits: **Yes**

Legal Description: **NEW CITY BLOCK 1030, ACRES .352**
Property ID: **348** Geo ID: **10000034500** Lot/Block: **B/1030**
Road Frontage: Apx Office SqFt: Apx Retail SqFt: Apx Whse SqFt:
Avg Ann Gross Inc: Avg Ann Grs Exp: Lease Basis: Net Pass Thru:
Bldg Center Name: Lease Type: Pass Thru Basis:
Lease Rate: ETJ: **No**
Access: FEMA Flood Plain: **No**
Front Faces: Current Gross:
Sprinkler System:

Owner(s) Legal Name: **Light Invisble LLC**
Concession: **If Yes, the Seller may consider a Buyer concession if it is included in an offer.**
Concession In Price:
Earnest Money: Also For Rent: **No** Additional MLS#: Currently Leased: **No**
Documents on File: **Seller's Disclosure, Survey**
Financing Avail: **None**
Possession: **Funding** Sale Type: **Resale**
Prospects Exempt: **No** Short Sale:
Agent Disclosure: **None**
Community Web:
Exemptions:
Listing Type: **Exclusive Right to Sell**
Multiple PID #'s:
Sale Type: **Resale** Tax Annl Amt: **$7,584**
Taxed by Mult Counties: **No** Estimated Tax: Tax Rate: **1.89** Tax Year: **2023**

Parking: **6-10 Spaces**
Constr Materials: **Wood**
Foundation: **Pillar/Post/Pier** Roof: **Shingle-Composition**
Heat: **None** Flooring: **Wood**
A/C: **None** Rail Service: **No**
Water/Sewer: **City on Property, City Water, Public Sewer** Attic: **Access Only**
Amenities: **None**
Disability Feat: **None**
Other Utilities: **City Electric, City Garbage, Electricity on Property, High Speed Internet , Natural Gas Available**
Water Features/View: **None**
Topo/Land Desc: **.25-.5 Acres**
Sale Includes:
Lease Includes: **None**
Access/Road Surface: **Asphalt, Paved, Public Maintained Road**

Lockbox Type: **Combo**
Lockbox Loc: **Door-Back**

Public Remarks:
Discover the perfect location for your new business in the heart of New Braunfels, Texas. Situated within the up and coming Castell Avenue Corridor Redesign Project, this craftsman style commercial property offers a unique opportunity to invest in the areas thriving business community on Castell Avenue. With convenient access to IH-35 and downtown New Braunfels, you'll be right where you need to be to take advantage of the growing local market. This charming property with 1 bathroom boasts 4 separate spacious rooms that could be used as offices, conference rooms, or lobby areas. The M-1 zoning allows for various commercial purposes, including medical, dental, retail, office, and professional businesses, though the building will need to be brought up to commercial code. Additionally, the property can be used as residential. The sizable 15,333.12 square foot lot offers ample room for dedicated parking spaces. Furthermore, the adjacent lot is also available for purchase through a separate brokerage, offering the potential for an even larger parking area or room for additional improvements. Don't miss out on this rare opportunity to own a piece of New Braunfels history in the form of a craftsman commercial building. With endless possibilities for customization and growth, this property is the ideal investment for entrepreneurs and professionals alike. Act now and take advantage of this remarkable property before it's gone. Schedule a private showing today and envision your thriving business in this prime location.

Agent Only Remarks:
Co-Listing Agent is Chyrel Madden at 830-708-5560 and chyrel@newbraunfelshomes.com. Lot is zoned commercial M-1. Verify with City of New Braunfels what M-1 zoning can be used for prior to making an offer. The building will need to be brought up to commercial code. Property is vacant, call showing service and then go show. Co-Listing Agent is Chyrel Madden at 830-708-5560 and chyrel@newbraunfelshomes.com.

Directions:
Heading north on IH-35, turn left on Seguin Ave, turn left on W Nachodoches, turn right on S. Castell Ave. Craftsman house to the right on the hill.
Showing Instructions:
Call First-Go, Showing Service

Showing Phone: **210-222-2227** Show Phone 2:

DOM:	**126**	CDOM: **126**	IDX: **Yes**	Internet: **Yes**	Disp Addr: **Yes**	Allow AVM: **Yes**	Allow Cmts: **No**
List Date:	**11/15/2023**	Expire Date:		Off Market Date:	**03/20/2024**	Pending Date:	**03/20/2024**
				Option End Date:		Tentative Close Dt:	**05/15/2024**

Currently Lsd: **No**

Listing Office:	**(1570) RE/MAX GO - NB**	List Agent:	**Mark Wolfington**
Office Phone:	**(830) 299-4524**	Agent Email:	**markwolfington@remax.net**
		Contact #:	**(512) 917-0137**





Prepared By: Travis Taylor

Date Printed: 06/04/2026

Information Deemed Reliable But Not Guaranteed

MLS#: **524654 (Closed)** List Price: **$280,000**
Selling Office Name: **(3058) Black Label Real Estate Adviso**
Selling Agent Name: **Angie Gonzalez**

Co-Selling Office Name:
Sold Comments:

2055 Spur Street New Braunfels, TX 78130
Close Price $365,000 **Closing Date: 11/09/2023**
Ctrct Dt: **10/31/2023** Financing: **Cash**
Seller Concessions: 0



Commercial-Improved

List Price: **$280,000**
Orig Price: **$280,000**
Price/SQFT: **$362.10**
County: **Comal**
Type: **Office Building, Other-See Remarks**
#Stories: **One**
#Buildings: **4**
Zoned: **Yes**
Zoning Type: **C3**
Apx SqFt: **1,008**
Source SqFt: **Appraisal District**
Construction Status: **Complete Construction**

First Right Refusal Option: **N/A**
Subdivision: **Welsch Add**
School District: **New Braunfels ISD**
Waterfront: **No**
Apx Acreage: **0.221**
Lot Dimensions:
Year Built: **1950**
Year Built Src: **Appraisal District**
In City Limits: **Yes**

Legal Description: **WELSCH ADDITION, LOT 3**
Property ID: **68590** Geo ID: **560270000300** Lot/Block: **3**
Road Frontage: **Spur St.** Apx Office SqFt: Apx Retail SqFt: Apx Whse SqFt:
Avg Ann Gross Inc: Avg Ann Grs Exp: Lease Basis: Net Pass Thru:
Bldg Center Name: Lease Type: Pass Thru Basis:
Lease Rate: ETJ: **Yes**
Access: **None** FEMA Flood Plain: **No**
Front Faces: Current Gross:
Sprinkler System: **No**

Owner(s) Legal Name: **Daniel E & Candice D Ornes**
Concession: **If Yes, the Seller may consider a Buyer concession if it is included in an offer.**
Concession In Price:
Earnest Money: Also For Rent: Additional MLS#: Currently Leased: **No**
Documents on File: **Survey**
Financing Avail: **Other-See Remarks**
Possession: **Closing, Funding** Sale Type: **Resale**
Prospects Exempt: **No** Short Sale:
Agent Disclosure: **None**
Community Web:
Exemptions:
Listing Type: **Exclusive Right to Sell**
Multiple PID #'s:
Sale Type: **Resale** Tax Annl Amt: **$5,397**
Taxed by Mult Counties: Estimated Tax: Tax Rate: **1.89** Tax Year: **2023**

Parking: **1 Car Carport, 1 Car Garage, 1-5 Spaces, Detached Carport, Detached Garage**
Constr Materials: **Wood Shingle, Other-See Remarks**
Foundation: **Pillar/Post/Pier, Slab** Roof: **Metal**
Heat: **Space Heaters, Other-See Remarks** Flooring: **Carpet, Linoleum, Other-See Remarks**
A/C: **3+ Units, Window/Wall Unit(s), Other-See Remarks** Rail Service: **No**
Water/Sewer: **City Water** Attic: **Other-See Remarks**
Amenities: **None, Other-See Remarks**
Disability Feat: **None**
Other Utilities: **City Electric, City Garbage, Electricity Available, Electricity on Property, Natural Gas Available , Natural Gas on Property, Other-See Remarks**
Water Features/View: **None**
Topo/Land Desc: **0-.25 Acres**
Sale Includes:
Lease Includes: **None, Other-See Remarks**
Access/Road Surface: **City Street, Other-See Remarks**

Lockbox Type: **Supra**
Lockbox Loc: **Door-Front**

Public Remarks:
Great opportunity to own your piece of New Braunfels! Zoned C3, Commercial, but can be used Residential too! Standing seam metal roof. Covered back patio, detached garage and large carport! Detached STUDIO and detached storage shed. Chain link fenced back yard with mature trees and crepe myrtles. Easy access to I-35 and convenient to HEB, shopping, restaurants and downtown New Braunfels! Close to Mikel Park with walking track, skate park and playground! 4 Window units to keep you cool. Commercial C3 status is in place, but the City of New Braunfels will require a few updates to allow it to be used fully commercial. Updated windows, gutters, washing machine connection on back porch.
Agent Only Remarks:
Zoned C3, Commercial. City of New Braunfels will require some updates for this property to be used fully as commercial. Room sizes are estimates. Buyer and buyers agent to verify room sizes and schools. Endless possibilities with this little property! Small studio at the back of the property, a storage room, plus a one car garage and carport. Call me with any questions! Amy

Knight Black @ 512-633-1909. No Stove, but there is a gas connection. The shelf in the front bedroom does not convey. Wood between two bedrooms can be removed, if preferred.

Directions:
I-35, exit 185 FM 1044. West on Spur St. The property is on the Right.
Showing Instructions:
Appointment Only, Showing Service, Showing Service App

Showing Phone: **210-222-2227** Show Phone 2: **210-222-2227**

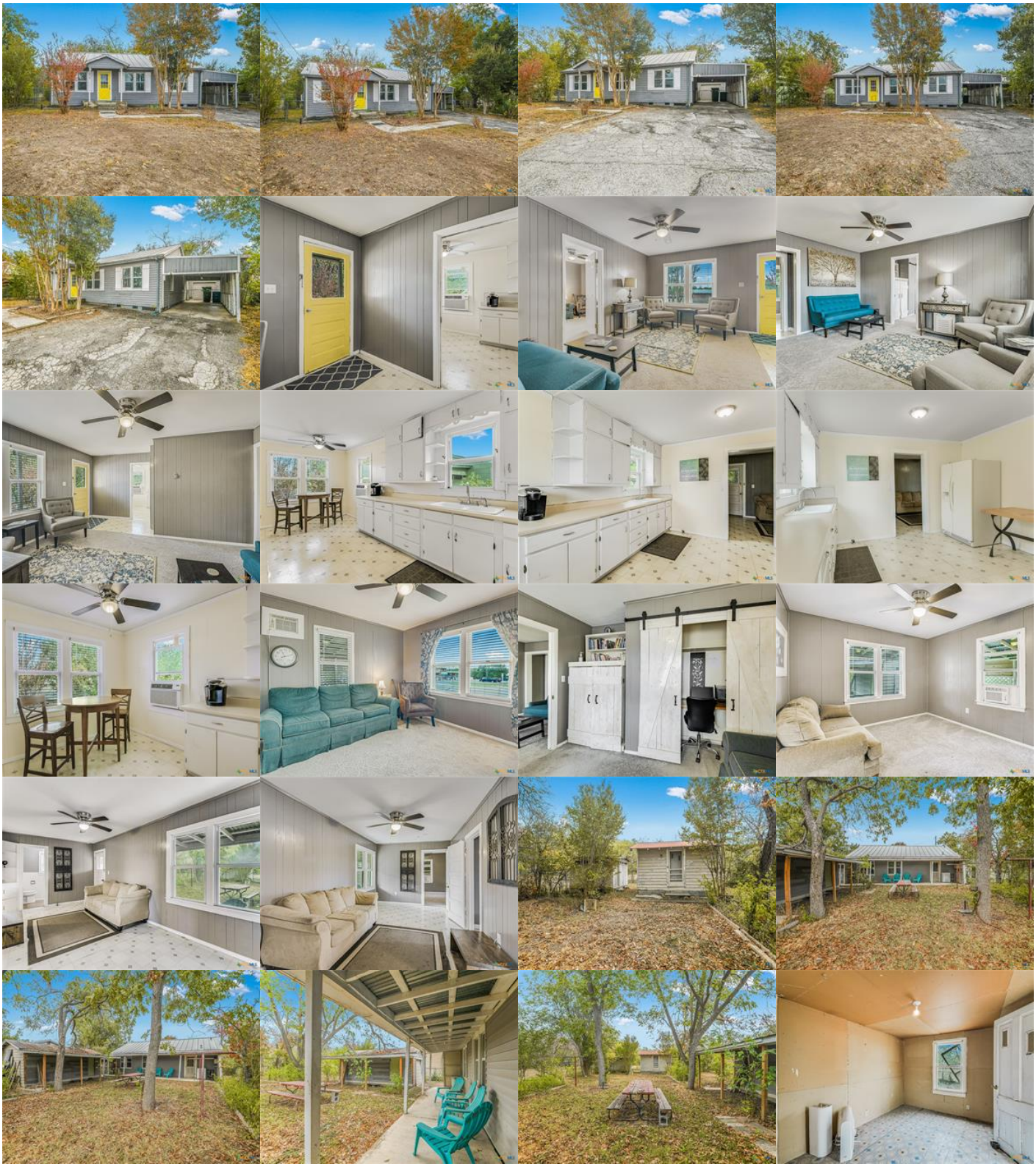
DOM: **5** CDOM: **5** IDX: **Yes**
List Date: **10/26/2023** Expire Date:

Internet: **Yes** Disp Addr: **Yes** Allow AVM: **No** Allow Cmts: **No**
Off Market Date: **10/31/2023** Pending Date: **10/31/2023**
Option End Date: Tentative Close Dt: **11/09/2023**

Currently Lsd: **No**

Listing Office: **(1748) Kuper Sotheby's Intl RTY - Loo**
Office Phone: **(210) 490-1200**

List Agent: **Amy Knight Black**
Agent Email: **amy.black@kupersir.com**
Contact #: **(512) 633-1909**





Prepared By: Travis Taylor

Date Printed: 06/04/2026

Information Deemed Reliable But Not Guaranteed

MLS#: **518083 (Closed)** List Price: **$675,000**
Selling Office Name: **(118) D Lee Edwards Realty, Inc**
Selling Agent Name: **D. Lee Edwards**
Co-Selling Agent: **David Ozuna**
Co-Selling Office Name: **(118) D Lee Edwards Realty, Inc**
Sold Comments:

674 Comal Avenue New Braunfels, TX 78130
Close Price $623,000 **Closing Date: 11/22/2023**
Ctrct Dt: **09/19/2023** Financing: **Conventional**
Seller Concessions: 0



Commercial-Improved

List Price: **$675,000**
Orig Price: **$675,000**
Price/SQFT: **$415.06**
County: **Comal**
Type: **Other-See Remarks**
#Stories: **One**
#Buildings: **2**
Zoned: **Yes**
Zoning Type: **C2**
Apx SqFt: **1,501**
Source SqFt: **Appraisal District**
First Right Refusal Option: **N/A**
Subdivision:
School District: **New Braunfels ISD**
Waterfront: **No**
Apx Acreage: **0.631**
Lot Dimensions:
Year Built: **1912**
Year Built Src: **Appraisal District**
In City Limits: **Yes**
Construction Status: **Complete Construction**

Legal Description: **CITY BLOCK 1035, LOT N 93 OF 291 & S 3 OF E 151 OF 291 & S 48 OF, ACRES .631**
Property ID: **405** Geo ID: **10000039800** Lot/Block: **291/1035**
Road Frontage: Apx Office SqFt: Apx Retail SqFt: Apx Whse SqFt:
Avg Ann Gross Inc: Avg Ann Grs Exp: Lease Basis: Net Pass Thru:
Bldg Center Name: Lease Type: Pass Thru Basis:
Lease Rate: ETJ: **No**
Access: FEMA Flood Plain: **Yes**
Front Faces: Current Gross:
Sprinkler System:

Owner(s) Legal Name: **William Roden**
Concession: **If Yes, the Seller may consider a Buyer concession if it is included in an offer.**
Concession In Price:
Earnest Money: Also For Rent: Additional MLS#: Currently Leased:
Documents on File: **Seller's Disclosure**
Financing Avail: **None**
Possession: **Closing, Funding** Sale Type: **Resale**
Prospects Exempt: **No** Short Sale:
Agent Disclosure:
Community Web:
Exemptions:
Listing Type: **Exclusive Right to Sell**
Multiple PID #'s:
Sale Type: **Resale** Tax Annl Amt: **$7,175**
Taxed by Mult Counties: Estimated Tax: Tax Rate: **1.89** Tax Year: **2023**

Parking: **1-5 Spaces**
Constr Materials: **Wood**
Foundation: **Pillar/Post/Pier** Roof: **Metal**
Heat: **Central, Electric** Flooring: **Wood**
A/C: **1 Unit, Central, Electric, Window/Wall Unit(s)** Rail Service: **No**
Water/Sewer: **City Water, Public Sewer** Attic: **Other-See Remarks**
Amenities: **Fenced Storage/Yard, Outside Storage**
Disability Feat: **None**
Other Utilities: **City Electric, City Garbage, Natural Gas Available**
Water Features/View: **None**
Topo/Land Desc: **.5-1 Acres, Level, Mature Trees**
Sale Includes:
Lease Includes: **None**
Access/Road Surface: **City Street**

Lockbox Type: **Combo**
Lockbox Loc:

Public Remarks:
Classically charming early 20th Century style commercial building sits on a 0.631 +/- acre level fenced lot with circular drive way and storage building with plenty of clearing for any outdoor event or future parking lot development. The rustic interior brings out the welcoming environment with hard wood flooring, window frame molding, front waiting area, kitchen, and 4 private rooms, making it ideal for an office setup or retail storefront. Currently occupied as a residential home, this place also features a laundry room and bathroom. Downtown New Braunfels is conveniently close to this property.
Agent Only Remarks:
Occupant requires a 24 hour notice for each showings. Home's current usage is residential but zoned commercial and would need to be brought up to code if commercial use is intended.

Directions:
From Downtown New Braunfels Main Plaza get onto S Seguin Ave. Turn left onto E Jahn St and then turn right onto Comal Ave. Destination will be on the right.
Showing Instructions:

24 Hour Notice, Showing Service App

Showing Phone: Show Phone 2:

DOM: **29** CDOM: **29** IDX: **Yes**
List Date: **08/21/2023** Expire Date:

Internet: **Yes** Disp Addr: **Yes** Allow AVM: **No** Allow Cmts: **No**
Off Market Date: **09/19/2023** Pending Date: **09/19/2023**
Option End Date: Tentative Close Dt: **11/20/2023**

Listing Office: **(118) D Lee Edwards Realty, Inc**
Office Phone: **(830) 620-7653**

Co-List Office: **(118) D Lee Edwards Realty, Inc**
Co-List Ofc Ph: **(830) 620-7653**

List Agent: **D. Lee Edwards**
Agent Email: **leeedwards1109@msn.com**
Contact #: **(830) 708-2319**
Co-List Agt: **David Ozuna**
Co-Email: **davidozunacre@gmail.com**
Co-Contact: **(830) 556-0575**
















Prepared By: Travis Taylor

Date Printed: 06/04/2026

Information Deemed Reliable But Not Guaranteed

MLS#: **516741 (Closed)** List Price: **$583,000**
Selling Office Name: **(2187) eXp Realty LLC**
Selling Agent Name: **Amy Allen**

Co-Selling Office Name:
Sold Comments:

307 W Bridge Street New Braunfels, TX 78130
Close Price $575,000 **Closing Date: 10/11/2023**
Ctrct Dt: **09/03/2023** Financing: **Conventional**
Seller Concessions: 10,000



Commercial-Improved

List Price:	**$583,000**	First Right Refusal Option:	**N/A**
Orig Price:	**$583,000**		
Price/SQFT:	**$434.29**	Subdivision:	
County:	**Comal**	School District:	**New Braunfels ISD**
Type:	**Retail/Shop, Other-See Remarks**		
#Stories:	**One**	Waterfront:	**No**
#Buildings:	**1**	Apx Acreage:	**0.207**
Zoned:	**Yes**	Lot Dimensions:	
Zoning Type:	**C2**	Year Built:	**1923**
Apx SqFt:	**1,324**	Year Built Src:	**Appraisal District**
Source SqFt:	**Appraisal District**	In City Limits:	**Yes**

Construction Status: **Complete Construction**

Legal Description: **CITY BLOCK 2010, LOT N 95 LT 105**

Property ID:	**927**	Geo ID:	**20000010600**	Lot/Block:	**105/2010**
Road Frontage:		Apx Office SqFt:		Apx Retail SqFt:		Apx Whse SqFt:	
Avg Ann Gross Inc:		Avg Ann Grs Exp:		Lease Basis:		Net Pass Thru:	
Bldg Center Name:				Lease Type:		Pass Thru Basis:	
				Lease Rate:		ETJ:	**No**
Access:				FEMA Flood Plain:	**No**		
Front Faces:				Current Gross:			
Sprinkler System:							

Owner(s) Legal Name: **Carr 2 Casa, LLC**
Concession: **If Yes, the Seller may consider a Buyer concession if it is included in an offer.**
Concession In Price:

Earnest Money:	Also For Rent:	Additional MLS#:	Currently Leased:

Documents on File: **Aerial Photos, Deed Restrictions, Floor Plans, Survey**
Financing Avail: **Insurance, Taxes, Utilities**
Possession: **Closing, Funding** Sale Type: **Resale**
Prospects Exempt: **No** Short Sale:
Agent Disclosure: **Familial**
Community Web:
Exemptions:
Listing Type: **Exclusive Right to Sell**
Multiple PID #'s:

Sale Type:	**Resale**		Tax Annl Amt:	**$6,162**	
Taxed by Mult Counties:		Estimated Tax:	Tax Rate:	**1.89**	Tax Year: **2023**

Parking: **1-5 Spaces**
Constr Materials: **Wood**

Foundation:	**Pillar/Post/Pier**	Roof:	**Metal**
Heat:	**1 Unit, Central, Natural Gas**	Flooring:	**Hardwood, Tile**
A/C:	**1 Unit, Central, Electric**	Rail Service:	**No**
Water/Sewer:	**City Water, Public Sewer**	Attic:	**Access Only**

Amenities: **None**
Disability Feat: **Ramped Entrance**
Other Utilities: **City Garbage, High Speed Internet , Natural Gas on Property**
Water Features/View: **None**
Topo/Land Desc: **0-.25 Acres, Other-See Remarks**
Sale Includes: **Building(s)**
Lease Includes: **None**
Access/Road Surface: **City Street, Street Lights**

Lockbox Type: **Codebox**
Lockbox Loc: **Door-Back**

Public Remarks:
Step back in time and embrace the charm of this exquisite 1920's Craftsman home, ideally situated on the train tracks in the heart of downtown New Braunfels, Tx. With 2 bedrooms and 2 full bathrooms, this meticulously maintained home seamlessly blends vintage character with modern updates. Enjoy your coffee on the wrap-around porch, where you can soak in the vibrant energy of downtown living, the perfect spot to watch the passing trains, and listen to the church bells, adding a touch of nostalgia to your daily routine. With its C2 commercial zoning designation (general business district), and exquisite location, this property presents endless residential and business flexibility. Schedule a showing today and let your imagination run wild with the endless possibilities this property has to offer.
Agent Only Remarks:
LREA Disclosure: Jami Carr of Carr 2 Casa LLC is married to Nicole Carr Listing All data is reliable but not guaranteed, please confirm!

Directions:

From IH-35 take exit 187 toward FM-725/Seguin Ave. Turn right onto S Seguin Ave 1.1m At Main Plaza take the 2nd exit (at Courthouse) onto N Seguin Ave/State Spur 453 0.1m Turn left onto W Bridge 0.2m 307 W Bridge is just over the tracks on the left

Showing Instructions:
Appointment Only, Showing Service

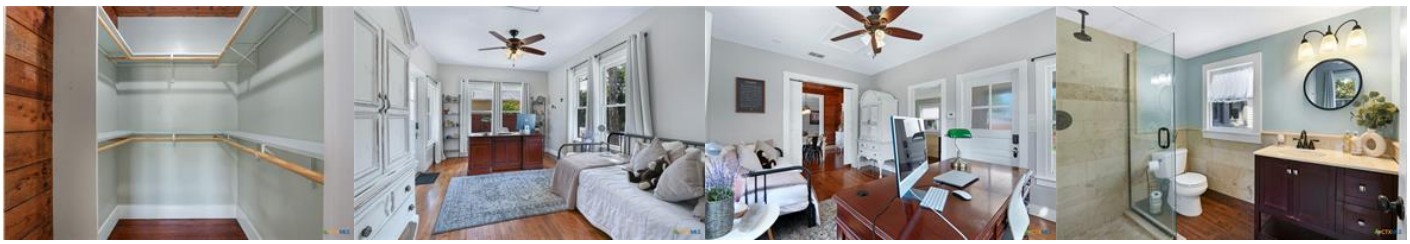
Showing Phone: **210-222-2227** Show Phone 2:

DOM:	**35**	CDOM: **35**	IDX: **Yes**	Internet: **Yes**	Disp Addr: **Yes**	Allow AVM: **Yes**	Allow Cmts: **No**
List Date:	**08/03/2023**	Expire Date:		Off Market Date: **08/24/2023**		Pending Date: **09/03/2023**	
				Option End Date: **08/28/2023**		Tentative Close Dt: **10/22/2023**	

Listing Office:	**(3318) Southern Hospitality Home Grou**	List Agent:	**Nikki Carr**
Office Phone:	**(830) 708-7136**	Agent Email:	**nikki@soho-tx.com**
		Contact #:	**(830) 708-7136**















Prepared By: Travis Taylor

Date Printed: 06/04/2026

Information Deemed Reliable But Not Guaranteed

MLS#: **491892 (Closed)** List Price: **$569,000**
Selling Office Name: **(1184) Keller Williams Heritage**
Selling Agent Name: **Marsha Kovar**

Co-Selling Office Name:
Sold Comments:

488 N Guenther Avenue New Braunfels, TX 78130
Close Price $506,075 **Closing Date: 01/18/2024**
Ctrct Dt: **01/06/2024** Financing:
Seller Concessions: 0.00



Commercial-Improved

List Price: **$569,000**
Orig Price: **$599,000**
Price/SQFT: **$361.48**
County: **Comal**
Type: **Other-See Remarks**
#Stories: **Two**
#Buildings:
Zoned: **Yes**
Zoning Type:
Apx SqFt: **1,400**
Source SqFt: **Appraiser**
Construction Status: **Complete Construction**

First Right Refusal Option: **N/A**
Subdivision:
School District: **New Braunfels ISD**
Waterfront: **Yes**
Apx Acreage: **0.840**
Lot Dimensions:
Year Built: **1928**
Year Built Src: **Appraisal District**
In City Limits: **Yes**

Legal Description: **CITY BLOCK 3022, ACRES .83**
Property ID: **1302** Geo ID: **30000026300** Lot/Block: **3022**
Road Frontage: Apx Office SqFt: Apx Retail SqFt: Apx Whse SqFt:
Avg Ann Gross Inc: Avg Ann Grs Exp: Lease Basis: Net Pass Thru:
Bldg Center Name: Lease Type: Pass Thru Basis:
Lease Rate: ETJ: **No**
Access: **None** FEMA Flood Plain: **Yes**
Front Faces: Current Gross:
Sprinkler System: **No**

Owner(s) Legal Name: **Vance & Priscilla Hinton**
Concession: **If Yes, the Seller may consider a Buyer concession if it is included in an offer.**
Concession In Price:
Earnest Money: Also For Rent: Additional MLS#: Currently Leased: **No**
Documents on File: **Info On Brokerage Service, Lead Based Paint Addendum, Seller's Disclosure**
Financing Avail: **None**
Possession: **Funding** Sale Type: **Resale**
Prospects Exempt: **No** Short Sale:
Agent Disclosure:
Community Web:
Exemptions:
Listing Type: **Exclusive Right to Sell**
Multiple PID #'s:
Sale Type: **Resale** Tax Annl Amt: **$2,595**
Taxed by Mult Counties: Estimated Tax: Tax Rate: **2.03** Tax Year: **2021**

Parking: **1-5 Spaces**
Constr Materials: **Siding-Lap, Wood**
Foundation: **Pillar/Post/Pier** Roof: **Metal**
Heat: **1 Unit, Central, Electric** Flooring: **Laminate**
A/C: Rail Service: **No**
Water/Sewer: **City Water, Public Sewer** Attic: **Access Only**
Amenities: **Outside Storage**
Disability Feat: **First Floor Bath, First Floor Bedroom, First Floor Full Bath/Bed**
Other Utilities: **City Electric, City Garbage**
Water Features/View: **Creek/Stream**
Topo/Land Desc: **.5-1 Acres, Mature Trees, Sloping**
Sale Includes: **Building(s), Land**
Lease Includes: **None**
Access/Road Surface: **City Street**

Lockbox Type: **Supra**
Lockbox Loc: **Water Pipe**

Public Remarks:
Rare Gem: .84 Acres downtown NB zoned M-1 on the Dry Comal Creek! A downtown property that feels like you are in your own private oasis. You are limited only by your imagination and the M-1 zoning regulations. Property is located on the new "cut through" from downtown to Town Creek. Just to the right of the bridge your business will be seen from everyone coming and going! And as Town Creek keeps growing the more eyes will be on your business. Picture string lights draped from the mature pecan trees with picnic tables and firepits underneath. Serve coffee or cocktails to customers on the 450 sqft deck overlooking the expansive yard. Add seating by the spring fed creek. Customers from downtown neighborhoods and Town Creek are just a short walk away! M-1 zoning does allow Short Term Rental, buyer would need to obtain a SUP from the city. Properties like this don't come up often, don't let this one pass you by!
Agent Only Remarks:
Property is zoned M-1 See attached Doc for possible uses. Buyer to verify square footage, usage and schools. Property is vacant and has no current lease. Sellers Disclosure and Lead Based Paint uploaded in documents. Buyer to obtain new survey. Parking lot belongs to the Smokehouse plant. Lower property in Flood way, upper in flood plain. See flood map uploaded in docs. Email offers to callpatriciafirst@gmail.com and send a text to 830-620-8611 to let me know an offer has been received

Directions:
North on Walnut, right on Mill, left on Guenther, house is on the right before the bridge
Showing Instructions:
Showing Service App

Showing Phone: Show Phone 2:

DOM: **412** CDOM: **412** IDX: **Yes**
List Date: **11/20/2022** Expire Date:

Internet: **Yes** Disp Addr: **Yes** Allow AVM: **Yes** Allow Cmts: **No**
Off Market Date: **01/06/2024** Pending Date: **01/06/2024**
Option End Date: Tentative Close Dt: **01/17/2024**

Currently Lsd: **No**

Listing Office: **(1826) Vista Realty**
Office Phone: **(830) 643-0111**

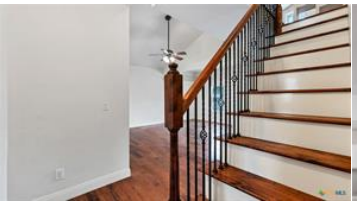
List Agent: **Patricia Morris**
Agent Email: **callpatriciafirst@gmail.com**
Contact #: **(830) 620-8611**

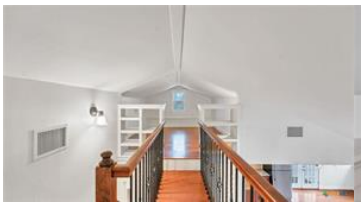











Prepared By: Travis Taylor

Date Printed: 06/04/2026

Information Deemed Reliable But Not Guaranteed

MLS#: **485356 (Closed)** List Price: **$579,000**
Selling Office Name: **(223) Non Member Office**
Selling Agent Name: **NON-MEMBER AGENT**

Co-Selling Office Name:
Sold Comments:

1045 S Castell Avenue New Braunfels, TX 78130
Close Price $530,000 **Closing Date: 10/05/2023**
Ctrct Dt: Financing: **Cash**
Seller Concessions: o



Commercial-Improved

List Price:	**$579,000**	First Right Refusal Option:	**N/A**
Orig Price:	**$579,000**		
Price/SQFT:	**$460.07**	Subdivision:	
County:	**Comal**	School District:	**New Braunfels ISD**
Type:	**Acreage, Other-See Remarks**		
#Stories:	**One**	Waterfront:	**No**
#Buildings:	**2**	Apx Acreage:	**0.462**
Zoned:	**Yes**	Lot Dimensions:	
Zoning Type:	**C3**	Year Built:	**1950**
Apx SqFt:	**1,152**	Year Built Src:	**Appraisal District**
Source SqFt:	**Appraisal District**	In City Limits:	**Yes**

Construction Status: **Complete Construction**

Legal Description: **Please note: Per Comal County CAD Legal is now: Highway Addition, New City Block 1062, Lot 10 and Lot 9.**

Property ID:	**738**	Geo ID:	**10000067000**	Lot/Block:	**10 & 9/1062**
Road Frontage:	**Yes**	Apx Office SqFt:		Apx Retail SqFt:		Apx Whse SqFt:	
Avg Ann Gross Inc:		Avg Ann Grs Exp:		Lease Basis:		Net Pass Thru:	
Bldg Center Name:				Lease Type:		Pass Thru Basis:	
				Lease Rate:	**$1,300**	ETJ:	**No**
Access:				FEMA Flood Plain:	**Unknown**		
Front Faces:				Current Gross:			
Sprinkler System:	**No**						

Owner(s) Legal Name: **Barbara J. Bohmann**
Concession: **If Yes, the Seller may consider a Buyer concession if it is included in an offer.**
Concession In Price:
Earnest Money: Also For Rent: **Yes** Additional MLS#: Currently Leased: **Yes**
Documents on File: **Seller's Disclosure**
Financing Avail: **Other-See Remarks**
Possession: **Closing, Funding, Tenants Rights, Other-See Remarks** Sale Type: **Resale**
Prospects Exempt: **No** Short Sale:
Agent Disclosure: **None**
Community Web:
Exemptions: **None**
Listing Type: **Exclusive Right to Sell**
Multiple PID #'s: **737**
Sale Type: **Resale** Tax Annl Amt:
Taxed by Mult Counties: **No** Estimated Tax: Tax Rate: **2.03** Tax Year: **2021**

Parking: **6-10 Spaces**
Constr Materials: **Wood, Other-See Remarks**
Foundation: **Pillar/Post/Pier** Roof: **Shingle-Composition, Other-See Remarks**
Heat: **Window/Wall Unit(s), Other-See Remarks** Flooring: **Vinyl, Other-See Remarks**
A/C: **Window/Wall Unit(s), Other-See Remarks** Rail Service: **Unknown**
Water/Sewer: **City Water, Separate Water Meters** Attic: **Other-See Remarks**
Amenities: **None**
Disability Feat: **Other-See Remarks**
Other Utilities: **City Electric, City Garbage, Gas Installed**
Water Features/View: **None**
Topo/Land Desc: **.25-.5 Acres, Corner Lot, Level, Mature Trees, Other-See Remarks**
Sale Includes: **Building(s), Land**
Lease Includes: **Other-See Remarks**
Access/Road Surface: **City Street, Interstate Hwy-1 mi or Less, Paved, Street Lights, Other-See Remarks**

Lockbox Type: **None**
Lockbox Loc: **Call Listing Agent**

Public Remarks:
The property is located at the corners of South Business IH 35, South Castell Avenue and West Faust Street in New Braunfels. S Business IH 35 is also known as SOUTH ELLIOT KNOX BLVD. Please note when using cell phone mapping may say the address is 180 S Elliot Knox Blvd. Property is on the west side of IH 35 and west side of Guadalupe River. There are 3 physical addresses for this property, 180 S Business 35, 1045 and 1055 Castell Ave. New Braunfels. The owner is selling two legal lots and there are two buildings and a storage shed on the property. Buildings will need work and repair depending on desired use.
Agent Only Remarks:
The property is located at the corners of South Business IH 35, South Castell Avenue and West Faust Street in New Braunfels. S Business IH 35 is also known as SOUTH ELLIOT KNOX BLVD. Please note when using cell phone mapping may say the address is 180 S Elliot Knox Blvd. Property is on the west side of IH 35 and west side of Guadalupe River.

Directions:
This property is located at the corner of South Business IH 35, South Castell Avenue and West Faust Street. FYI South Busness IH 35 is also known as Knox Elliot Blvd,

Showing Instructions:
24 Hour Notice, Appointment w/Agent, Call Listing Agent, LA Must Accompany

Showing Phone: **830-431-0413** Show Phone 2:

DOM: **334** CDOM: **334** IDX: **Yes**
List Date: **09/20/2022** Expire Date:

Internet: **Yes** Disp Addr: **Yes** Allow AVM: **No** Allow Cmts: **No**
Off Market Date: **08/20/2023** Pending Date:
Option End Date: Tentative Close Dt: **10/05/2023**

Currently Lsd: **Yes**

Listing Office: **(2572) Topper Real Estate**
Office Phone: **(830) 833-5511**

List Agent: **Melodie Noah**
Agent Email: **mel@topperrealestate.net**
Contact #: **(830) 431-0413**



Prepared By: Travis Taylor

Date Printed: 06/04/2026

Information Deemed Reliable But Not Guaranteed

MLS#: **481506 (Closed)** List Price: **$395,000**
Selling Office Name: **(3465) Bloom Realty, LLC**
Selling Agent Name: **Krista Moreno**
Co-Selling Agent: **Rudy Andabaker**
Co-Selling Office Name: **(1040) Global Realty Group**
Sold Comments:

880 Landa Street New Braunfels, TX 78130
Close Price **$389,000** **Closing Date: 10/31/2022**
Ctrct Dt: **10/06/2022** Financing: **Conventional**
Seller Concessions: 0.00



Commercial-Improved

List Price: **$395,000**
Orig Price: **$395,000**
Price/SQFT: **$325.52**
County: **Comal**
Type: **Office Building**
#Stories: **One**
#Buildings: **1**
Zoned: **Yes**
Zoning Type: **C1**
Apx SqFt: **1,195**
Source SqFt: **Appraisal District**
Construction Status: **Complete Construction**

First Right Refusal Option: **N/A**
Subdivision: **Village Green 4**
School District: **New Braunfels ISD**
Waterfront: **No**
Apx Acreage: **0.430**
Lot Dimensions:
Year Built: **2000**
Year Built Src: **Appraisal District**
In City Limits: **Yes**

Legal Description: **VILLAGE GREEN 4, LOT 12**
Property ID: **67502** Geo ID: **560082001200** Lot/Block: **12**
Road Frontage: Apx Office SqFt: Apx Retail SqFt: Apx Whse SqFt:
Avg Ann Gross Inc: Avg Ann Grs Exp: Lease Basis: Net Pass Thru:
Bldg Center Name: Lease Type: Pass Thru Basis:
Lease Rate: ETJ: **No**
Access: FEMA Flood Plain: **Partial**
Front Faces: Current Gross:
Sprinkler System:

Owner(s) Legal Name: **Communities In Schools of South Central Texas**
Concession: **If Yes, the Seller may consider a Buyer concession if it is included in an offer.**
Concession In Price:
Earnest Money: Also For Rent: **No** Additional MLS#: Currently Leased:
Documents on File: **Info On Brokerage Service, Seller's Disclosure**
Financing Avail: **None**
Possession: **Closing, Funding** Sale Type: **Resale**
Prospects Exempt: **No** Short Sale:
Agent Disclosure: **None**
Community Web:
Exemptions:
Listing Type: **Exclusive Right to Sell**
Multiple PID #'s:
Sale Type: **Resale** Tax Annl Amt: **$10,106**
Taxed by Mult Counties: **No** Estimated Tax: Tax Rate: **2.03** Tax Year: **2022**

Parking: **6-10 Spaces**
Constr Materials: **4-Side Masonry, Asphalt**
Foundation: **Slab** Roof:
Heat: **1 Unit** Flooring: **Ceramic Tile**
A/C: **1 Unit** Rail Service: **No**
Water/Sewer: **City Water, Public Sewer** Attic: **None**
Amenities: **None**
Disability Feat: **36 Inch+ Wide Halls, First Floor Bath, Handicap Parking**
Other Utilities: **Available**
Water Features/View: **None**
Topo/Land Desc: **.25-.5 Acres, Level**
Sale Includes: **Building(s)**
Lease Includes: **None**
Access/Road Surface: **City Street**

Lockbox Type:
Lockbox Loc: **Door-Front**

Public Remarks:
Perfect commercial office building on a busy street not far from downtown or the loop! Formerly operated as an accounting office and non-profit office space, it has C-1 local business district zoning which includes a variety of business operations. Building has nice reception area, private offices, a full bathroom and kitchen and plenty of storage. Paved off street parking lot in front of building.
Agent Only Remarks:
Portable building on back of property will be moved by owner and does not convey. Please schedule showings through Showing Time. Documents are uploaded in MLS.

Directions:
From downtown New Braunfels, take San Antonio Street to Walnut and turn right onto Walnut. Go to Landa Street and turn left. Building is on the right.
Showing Instructions:
Appointment Only

Showing Phone: **210-222-2227** Show Phone 2:

DOM: **65** CDOM: **65** IDX: **Yes**
List Date: **08/15/2022** Expire Date:

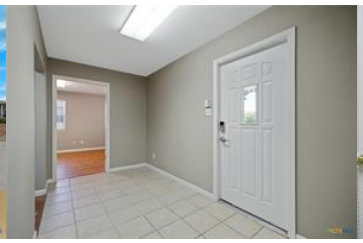
Internet: **Yes** Disp Addr: **Yes** Allow AVM: **No** Allow Cmts: **No**
Off Market Date: **09/16/2022** Pending Date: **10/06/2022**
Option End Date: **10/06/2022** Tentative Close Dt: **11/01/2022**

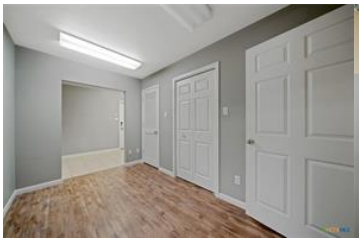
Listing Office: **(3465) Bloom Realty, LLC**
Office Phone: **(830) 305-5248**

Co-List Office: **(1040) Global Realty Group**
Co-List Ofc Ph: **(210) 566-4000**

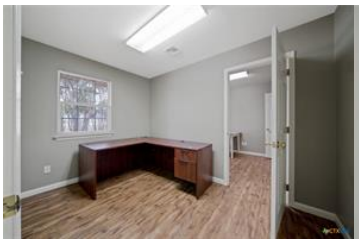
List Agent: **Krista Moreno**
Agent Email: **krista@kristamoreno.com**
Contact #: **(830) 305-5248**
Co-List Agt: **Rudy Andabaker**
Co-Email: **rudy@grgsa.com**
Co-Contact: **(210) 884-6851**

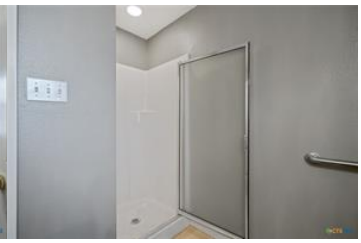
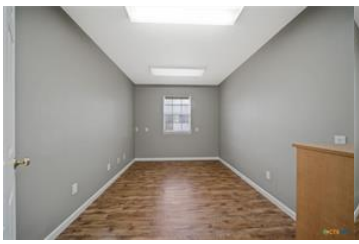

















Prepared By: Travis Taylor

Date Printed: 06/04/2026

Information Deemed Reliable But Not Guaranteed

MLS#: **477236 (Closed)** List Price: **$425,000**
Selling Office Name: **(2457) Rebate Haus**
Selling Agent Name: **Christopher Marti**

Co-Selling Office Name:
Sold Comments:

404 Landa Street New Braunfels, TX 78130
Close Price $382,500 **Closing Date: 11/10/2022**
Ctrct Dt: **09/13/2022** Financing: **Conventional**
Seller Concessions: 0



Commercial-Improved

List Price: **$425,000**
Orig Price: **$450,000**
Price/SQFT: **$282.08**
County: **Comal**
Type: **Office Building, Other-See Remarks**
#Stories: **One**
#Buildings: **1**
Zoned: **Yes**
Zoning Type: **C1**
Apx SqFt: **1,356**
Source SqFt: **Appraisal District**
Construction Status: **Complete Construction**

First Right Refusal Option: **N/A**
Subdivision: **Parkview Estates 1**
School District: **New Braunfels ISD**
Waterfront: **No**
Apx Acreage: **0.248**
Lot Dimensions:
Year Built: **1960**
Year Built Src: **Appraisal District**
In City Limits: **Yes**

Legal Description: **PARKVIEW ESTATES 1, BLOCK 1, LOT 13**
Property ID: **44180** Geo ID: **420370001300** Lot/Block: **13/1**
Road Frontage: Apx Office SqFt: Apx Retail SqFt: Apx Whse SqFt:
Avg Ann Gross Inc: Avg Ann Grs Exp: Lease Basis: Net Pass Thru:
Bldg Center Name: Lease Type: Pass Thru Basis:
Lease Rate: ETJ: **No**

Access: **None** FEMA Flood Plain: **Yes**
Front Faces: Current Gross:
Sprinkler System:

Owner(s) Legal Name: **Robert Hermes**
Concession: **If Yes, the Seller may consider a Buyer concession if it is included in an offer.**
Concession In Price:
Earnest Money: Also For Rent: Additional MLS#: Currently Leased: **No**
Documents on File: **Lead Based Paint Addendum, Seller's Disclosure, Other-See Remarks**
Financing Avail: **None**
Possession: **Closing, Funding** Sale Type: **Resale**
Prospects Exempt: **No** Short Sale:
Agent Disclosure:
Community Web:
Exemptions: **None**
Listing Type: **Exclusive Right to Sell**
Multiple PID #'s:
Sale Type: **Resale** Tax Annl Amt: **$4,010**
Taxed by Mult Counties: Estimated Tax: Tax Rate: **2.03** Tax Year: **2022**

Parking: **6-10 Spaces, Other Garage-See Remarks**
Constr Materials: **4-Side Masonry, Siding-Vertical**
Foundation: **Pillar/Post/Pier** Roof: **Metal, Mixed, Shingle-Composition**
Heat: **3+ Units, Electric, Window/Wall Unit(s)** Flooring: **Linoleum, Vinyl**
A/C: **3+ Units, Electric, Window/Wall Unit(s)** Rail Service: **No**
Water/Sewer: **City Water, Public Sewer** Attic: **None**
Amenities: **Exterior Lighting, Other-See Remarks**
Disability Feat: **None**
Other Utilities: **City Electric, City Garbage**
Water Features/View: **None**
Topo/Land Desc: **.25-.5 Acres, Corner Lot, Level, Mature Trees**
Sale Includes: **Building(s), Land**
Lease Includes: **None**
Access/Road Surface: **City Street, Sidewalks**

Lockbox Type: **Combo**
Lockbox Loc: **Other-See Remarks**

Public Remarks:
Great corner lot commercial property is conveniently located just a block down from the Hwy 46/N Walnut Ave stop light where there is high visibility from heavy traffic. Formally operated as a pest control company, C1 local business district zoning allows businesses to conduct operations such as an office, retail, salon, studio, restaurant, electrical repair, pest control, & plumbing business. The 1,356 SQ FT building comes equipped with front office, kitchen, 2 full bathrooms with showers, 2 additional private offices, & attached 11'x28' storage garage. Paved parking is available in the back of the building with 5-10 parking spaces.
Agent Only Remarks:
Use Showingtime App or login to your MLS account to schedule showings. Supporting documents are available in the documents tab.

Directions:
From Hwy 46/N Walnut Ave turn left at Landa St stop light towards downtown New Braunfels. Property will be on the left just before Lockener Ave. Parking is located in the back.

Showing Instructions:
Go, Showing Service App

Showing Phone: Show Phone 2:

DOM: **76** CDOM: **76** IDX: **Yes**
List Date: **06/29/2022** Expire Date:

Internet: **Yes** Disp Addr: **Yes** Allow AVM: **No** Allow Cmts: **No**
Off Market Date: **09/13/2022** Pending Date: **09/13/2022**
Option End Date: Tentative Close Dt: **10/28/2022**

Currently Lsd: **No**

Listing Office: **(118) D Lee Edwards Realty, Inc**
Office Phone: **(830) 620-7653**

List Agent: **D. Lee Edwards**
Agent Email: **leeedwards1109@msn.com**
Contact #: **(830) 708-2319**







Prepared By: Travis Taylor

Date Printed: 06/04/2026

Information Deemed Reliable But Not Guaranteed

MLS#: **455111 (Closed)** List Price: **$899,500**
Selling Office Name: **(1458) Town Creek Texas Properties**
Selling Agent Name: **Monica Kiefer**

Co-Selling Office Name:
Sold Comments:

262 & 296 N Union Avenue New Braunfels, TX 78130
Close Price $870,000 **Closing Date: 03/14/2022**
Ctrct Dt: **03/01/2022** Financing: **Cash**
Seller Concessions: 0



Commercial-Improved

List Price: **$899,500**
Orig Price: **$899,500**
Price/SQFT: **$362.50**
County: **Comal**
Type: **Office Building**
#Stories: **One**
#Buildings: **2**
Zoned: **Yes**
Zoning Type: **C-1**
Apx SqFt: **2,400**
Source SqFt: **Appraisal District**
Construction Status: **Complete Construction**

First Right Refusal Option: **N/A**
Subdivision: **CBD-CASTELL,COMAL,UNION**
School District:
Waterfront: **No**
Apx Acreage: **0.320**
Lot Dimensions:
Year Built: **1900**
Year Built Src: **Appraisal District**
In City Limits: **Yes**

Legal Description: **City Block 5067, Lot A & Lot B 70' OF LOTS 1 & 2**
Property ID: **2756 2755** Geo ID:
Road Frontage: **140** Apx Office SqFt: **1,100** Apx Retail SqFt: **1,314**
Avg Ann Gross Inc: Avg Ann Grs Exp: Lease Basis:
Bldg Center Name: Lease Type:
Lease Rate:
Access: FEMA Flood Plain: **No**
Front Faces: Current Gross:
Sprinkler System:

Lot/Block: **A & B 1 & @**
Apx Whse SqFt:
Net Pass Thru:
Pass Thru Basis:
ETJ: **No**

Owner(s) Legal Name: **Mayer, JoAnn**
Concession: **If Yes, the Seller may consider a Buyer concession if it is included in an offer.**
Concession In Price:
Earnest Money: Also For Rent: Additional MLS#: Currently Leased:
Documents on File: **None**
Financing Avail: **None**
Possession: **Lease Back Seller** Sale Type: **Resale**
Prospects Exempt: **No** Short Sale:
Agent Disclosure: **None**
Community Web:
Exemptions:
Listing Type: **Exclusive Right to Sell**
Multiple PID #'s:
Sale Type: **Resale** Tax Annl Amt:
Taxed by Mult Counties: **No** Estimated Tax: Tax Rate: **2.07** Tax Year: **2020**

Parking: **1-5 Spaces, None**
Constr Materials: **Siding-Lap**
Foundation: **Pillar/Post/Pier** Roof: **Metal**
Heat: **1 Unit** Flooring: **Wood**
A/C: **Central** Rail Service: **No**
Water/Sewer: **Public Sewer** Attic: **Access Only**
Amenities: **None**
Disability Feat: **None**
Other Utilities: **City Electric, City Garbage**
Water Features/View: **None**
Topo/Land Desc: **0-.25 Acres, .25-.5 Acres**
Sale Includes:
Lease Includes: **Building(s)**
Access/Road Surface: **Asphalt, City Street**

Lockbox Type:
Lockbox Loc:

Public Remarks:
Opportunity to own a piece of New Braunfels History. These two properties are being sold together 262 N Union and 296 N union Ave. Built in 1900. and 1947 Both Zoned Commercial C-1. Close to Christus Hospital and walking distance to Schlitterbahn resort.
Agent Only Remarks:
Tenants have moved out. Easy show call Showing time to request time and day and Go.

Directions:
from Downtown turn onto N Union. Property will be on the right. corner of N Union and E Commerce.
Showing Instructions:
24 Hour Notice, Appointment Only, Restricted Hours/Days

Showing Phone: Show Phone 2:

DOM:	**83**	CDOM: **83**	IDX: **Yes**	Internet: **Yes**	Disp Addr: **Yes**	Allow AVM: **Yes**	Allow Cmts: **Yes**
List Date:	**10/24/2021**	Expire Date:		Off Market Date: **03/01/2022**		Pending Date: **03/01/2022**	

Listing Office:	**(1773) Bliss Real Estate, LLC**	List Agent:	**Chris Allen**
Office Phone:	**(830) 837-1233**	Agent Email:	**chrisallen.bliss@yahoo.com**
		Contact #:	**(830) 214-0657**











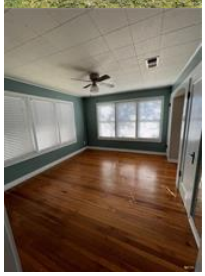




































Prepared By: Travis Taylor

Date Printed: 06/04/2026

Information Deemed Reliable But Not Guaranteed

MLS#: **400385 (Closed)** List Price: **$686,000**
Selling Office Name: **(223) Non Member Office**
Selling Agent Name: **NON-MEMBER AGENT**

Co-Selling Office Name:
Sold Comments:

186 E Garden Street New Braunfels, TX 78130
Close Price $645,000 **Closing Date: 06/16/2022**
Ctrct Dt: **04/17/2022** Financing: **Conventional**
Seller Concessions: 0



Commercial-Improved

List Price: **$686,000**
Orig Price: **$686,000**
Price/SQFT: **$346.77**
County: **Comal**
Type: **Retail/Shop**
#Stories: **One**
#Buildings: **1**
Zoned: **Yes**
Zoning Type: **C2**
Apx SqFt: **1,860**
Source SqFt: **Appraisal District**
Construction Status: **Complete Construction**

First Right Refusal Option: **N/A**
Subdivision:
School District: **New Braunfels ISD**
Waterfront: **No**
Apx Acreage: **0.218**
Lot Dimensions:
Year Built: **1990**
Year Built Src: **Appraisal District**
In City Limits: **Yes**

Legal Description: **CITY BLOCK 1018, LOT 273 NE 99.4 OF, ACRES .218**
Property ID: **231** Geo ID: **10000023800**
Road Frontage:
Avg Ann Gross Inc:
Bldg Center Name:

Apx Office SqFt:
Avg Ann Grs Exp:

Apx Retail SqFt:
Lease Basis:
Lease Type:
Lease Rate:
FEMA Flood Plain:
Current Gross:

Lot/Block:
Apx Whse SqFt:
Net Pass Thru:
Pass Thru Basis:
ETJ: **No**

Access:
Front Faces:
Sprinkler System:

Owner(s) Legal Name: **S & S PROPERTIES**
Concession: **If Yes, the Seller may consider a Buyer concession if it is included in an offer.**
Concession In Price:
Earnest Money:
Also For Rent: **No**
Additional MLS#:
Currently Leased:
Documents on File: **Seller's Disclosure**
Financing Avail: **None**
Possession: **Closing, Funding**
Prospects Exempt: **No**
Agent Disclosure:
Community Web:
Exemptions:
Listing Type:
Multiple PID #'s:
Sale Type:
Taxed by Mult Counties:
Estimated Tax:
Tax Annl Amt:
Tax Rate:
Tax Year:

Sale Type:
Short Sale: **No**

Parking: **1-5 Spaces, 6-10 Spaces**
Constr Materials: **Other-See Remarks**
Foundation: **Other-See Remarks**
Heat: **Other-See Remarks**
A/C: **Other-See Remarks**
Water/Sewer: **Other Sewer-See Remarks, Other Water-See Remarks**
Amenities: **None**
Disability Feat: **Other-See Remarks**
Other Utilities: **Other-See Remarks**
Water Features/View: **None**
Topo/Land Desc: **Corner Lot, Level**
Sale Includes: **Building(s), Land**
Lease Includes: **Building(s), Land**
Access/Road Surface: **Asphalt, City Street, Curbs, Paved**

Roof: **Other-See Remarks**
Flooring: **Other-See Remarks**
Rail Service: **No**
Attic: **Other-See Remarks**

Lockbox Type:
Lockbox Loc:

Public Remarks:
Location!!! Currently leased with a boutique. This property is located downtown and within walking distance to the New Braunfels Civic Center and Comal River. Property is being sold as is.
Agent Only Remarks:
Location!!! Currently leased with a boutique. This property is located downtown and within walking distance to the New Braunfels Civic Center and Comal River. Property is being sold as is. Showings must be scheduled no less than 24 hours in advance. Listing agent and property owner must be present during showings. Property can be sold along with listing numbers: 400382 and 400384

Directions:
From IH35 take exit for S Seguin Ave. Take a right on E Garden St. Property is located at corner of E Garden and Comal Ave.
Showing Instructions:
24 Hour Notice, Appointment Only, Call Listing Agent, LA Must Accompany, Tenant Occupied

Showing Phone: Show Phone 2:

DOM: **819** CDOM: **819** IDX: **Yes** Internet: **Yes** Disp Addr: **Yes** Allow AVM: **Yes** Allow Cmts: **Yes**
List Date: **01/22/2020** Expire Date: Off Market Date: **03/28/2022** Pending Date: **04/17/2022**

Listing Office: **(784) Craig Real Estate**
Office Phone: **(210) 887-3659**

List Agent: **Justin Hall**
Agent Email: **justin2108878021@yahoo.com**
Contact #: **(210) 887-8021**







Prepared By: Travis Taylor

Date Printed: 06/04/2026

Information Deemed Reliable But Not Guaranteed

MLS#: **400382 (Closed)** List Price: **$1,276,184**
Selling Office Name: **(223) Non Member Office**
Selling Agent Name: **NON-MEMBER AGENT**

Co-Selling Office Name:
Sold Comments:

405 S Seguin Avenue New Braunfels, TX 78130
Close Price $1,250,000 **Closing Date: 01/09/2023**
Ctrct Dt: Financing: **Other**
Seller Concessions: 0



Commercial-Improved

List Price: **$1,276,184**
Orig Price: **$1,276,184**
Price/SQFT: **$356.53**
County: **Comal**
Type: **Other-See Remarks**
#Stories: **Two**
#Buildings: **2**
Zoned: **Yes**
Zoning Type: **C2**
Apx SqFt: **3,506**
Source SqFt: **Appraisal District**
Construction Status: **Complete Construction**

First Right Refusal Option: **N/A**
Subdivision:
School District:
Waterfront: **No**
Apx Acreage: **0.372**
Lot Dimensions:
Year Built: **0**
Year Built Src: **Appraisal District**
In City Limits: **Yes**

Legal Description: **CITY BLOCK 1018, LOT 165 N 75 & S 16 OF N 91 OF E 104 OF 165, ACRES .372**
Property ID: **221** Geo ID: **10000022800** Lot/Block:
Road Frontage: Apx Office SqFt: Apx Retail SqFt: Apx Whse SqFt:
Avg Ann Gross Inc: Avg Ann Grs Exp: Lease Basis: Net Pass Thru:
Bldg Center Name: Lease Type: Pass Thru Basis:
Lease Rate: ETJ: **No**
Access: FEMA Flood Plain:
Front Faces: Current Gross:
Sprinkler System:

Owner(s) Legal Name: **S & S PROPERTIES**
Concession: **If Yes, the Seller may consider a Buyer concession if it is included in an offer.**
Concession In Price:
Earnest Money: Also For Rent: **No** Additional MLS#: Currently Leased:
Documents on File: **Seller's Disclosure**
Financing Avail: **None**
Possession: **Closing, Funding** Sale Type:
Prospects Exempt: **No** Short Sale: **No**
Agent Disclosure:
Community Web:
Exemptions:
Listing Type:
Multiple PID #'s:
Sale Type: Tax Annl Amt:
Taxed by Mult Counties: Estimated Tax: Tax Rate: Tax Year:

Parking: **1-5 Spaces, 6-10 Spaces**
Constr Materials: **Frame, Wood**
Foundation: **Pier & Beam** Roof: **Other-See Remarks**
Heat: **Other-See Remarks** Flooring: **Other-See Remarks**
A/C: **Other-See Remarks** Rail Service: **No**
Water/Sewer: **Other Sewer-See Remarks, Other Water-See Remarks** Attic: **Other-See Remarks**
Amenities: **None**
Disability Feat: **Other-See Remarks**
Other Utilities: **Other-See Remarks**
Water Features/View: **None**
Topo/Land Desc: **Corner Lot, Level, Mature Trees**
Sale Includes: **Building(s), Land**
Lease Includes: **None**
Access/Road Surface: **Asphalt, City Street, Curbs, Paved, Sidewalks**

Lockbox Type:
Lockbox Loc:

Public Remarks:
Location!!! This property is located downtown across the street from the New Braunfels Civic Center. Property is being sold as is. Handy man special.
Agent Only Remarks:
Location!!! This property is located downtown across the street from the New Braunfels Civic Center. Property is being sold as is. Handy man special. This property will require listing agent and owner to be present at all showings and will need no less than 24 hour notice to schedule showing. This listing can be sold alone or as part of two other properties that are connected. See listing numbers: 400384 and 400385

Directions:
From IH35 take exit for S Seguin Ave. Property is on Right.
Showing Instructions:
24 Hour Notice, Appointment Only, Call Listing Agent, LA Must Accompany, Vacant

Showing Phone: Show Phone 2:

DOM: **1,083** CDOM: **1,083** IDX: **Yes** Internet: **Yes** Disp Addr: **Yes** Allow AVM: **Yes** Allow Cmts: **Yes**
List Date: **01/22/2020** Expire Date: Off Market Date: **01/24/2023** Pending Date:
Option End Date: Tentative Close Dt: **01/24/2023**

Listing Office: **(784) Craig Real Estate** List Agent: **Justin Hall**
Office Phone: **(210) 887-3659** Agent Email: **justin2108878021@yahoo.com**
Contact #: **(210) 887-8021**



Prepared By: Travis Taylor Date Printed: 06/04/2026

Information Deemed Reliable But Not Guaranteed

MLS#: **538492 (Closed)** List Price: **$1,250,000**
Selling Office Name: **(223) Non Member Office**
Selling Agent Name: **NON-MEMBER AGENT TEAM**

Co-Selling Office Name:
Sold Comments:

1421 N Walnut Avenue New Braunfels, TX 78130
Close Price $1,050,000 **Closing Date: 08/18/2025**
Ctrct Dt: Financing:
Seller Concessions: 0



Commercial-Unimproved

List Price: **$1,250,000**
Orig Price: **$1,250,000**
Price/SQFT:
County: **Comal**
Type: **Office Building**
#Stories: **None**
#Buildings:
Zoned: **Yes**
Zoning Type: **C-1A**
Apx SqFt:
Source SqFt: **Appraisal District**
Construction Status: **None**

First Right Refusal Option: **N/A**
Subdivision: **Grandview Add & Forest Park**
School District: **New Braunfels ISD**
Waterfront: **No**
Apx Acreage: **1.674**
Lot Dimensions:
Year Built:
Year Built Src: **Appraisal District**
In City Limits: **Yes**

Legal Description: **GRANDVIEW ADDITION, LOT 29 & FOREST PARK, BLOCK 7, LOT 1**
Property ID: **28802 & 27028** Geo ID: **200190005600 & 170160008700** Lot/Block:
Road Frontage: Apx Office SqFt: Apx Retail SqFt: Apx Whse SqFt:
Avg Ann Gross Inc: Avg Ann Grs Exp: Lease Basis: Net Pass Thru:
Bldg Center Name: Lease Type: Pass Thru Basis:
Lease Rate: ETJ: **No**
Access: FEMA Flood Plain: **No**
Front Faces: Current Gross:
Sprinkler System:

Owner(s) Legal Name: **Strata Trust Company**
Concession: **If Yes, the Seller may consider a Buyer concession if it is included in an offer.**
Concession In Price:
Earnest Money: Also For Rent: **No** Additional MLS#: Currently Leased:
Documents on File:
Financing Avail: **None**
Possession: **Closing, Funding** Sale Type: **Resale**
Prospects Exempt: **No** Short Sale:
Agent Disclosure:
Community Web:
Exemptions:
Listing Type: **Exclusive Right to Sell**
Multiple PID #'s:
Sale Type: **Resale** Tax Annl Amt:
Taxed by Mult Counties: Estimated Tax: Tax Rate: **1.73** Tax Year: **2023**

Parking: **None**
Constr Materials: **None**
Foundation: **None** Roof:
Heat: **None** Flooring: **None**
A/C: **None** Rail Service: **No**
Water/Sewer: **City at Street, Public Sewer** Attic: **None**
Amenities: **None**
Disability Feat: **None**
Other Utilities: **Electricity Available**
Water Features/View: **Countryside View, Hill Country View**
Topo/Land Desc: **1-3 Acres**
Sale Includes:
Lease Includes: **None**
Access/Road Surface: **Asphalt, City Street**

Lockbox Type:
Lockbox Loc:

Public Remarks:
Nestled within the bustling confines of Loop 337, this expansive 1.674-acre commercial lot boasts a prime location characterized by high traffic, offering exceptional visibility and accessibility. The unimproved land presents a blank canvas with immense potential for development, complemented by existing sidewalks that enhance connectivity. This property represents a remarkable opportunity for investors or businesses looking to establish or expand their presence in a dynamic area. 2 LEGAL DESCRIPTIONS: GRANDVIEW ADDITION, LOT 29 & FOREST PARK, BLOCK 7, LOT 1 - Total acreage 1.674 per survey - Approximately 187 feet of frontage off Walnut Ave
Agent Only Remarks:
2 LEGAL DESCRIPTIONS: GRANDVIEW ADDITION, LOT 29 & FOREST PARK, BLOCK 7, LOT 1 - GEO IDs# 200190005600 & 170160008700 - Seller's name: Strata Trust Company FBO Robert E. Johnson Jr ** Seller might consider owner financing

Directions:
From Loop 337 take Walnut Ave. Properties (2 vacant Lots) will be on your right once you pass 1423 Walnut Ave
Showing Instructions:

Showing Service

Showing Phone: **210-222-2227** Show Phone 2:

DOM:	**509**	CDOM: **509**	IDX: **Yes**	Internet: **Yes**	Disp Addr: **Yes**	Allow AVM: **No**	Allow Cmts: **No**
List Date:	**03/27/2024**	Expire Date:		Off Market Date: **08/21/2025**		Pending Date:	
				Option End Date:		Tentative Close Dt: **08/30/2025**	

Listing Office:	**(1428) BHHS Don Johnson REALTORS - NB**	List Agent:	**Toya Ohlrich**
Office Phone:	**(830) 643-0292**	Agent Email:	**toyanbtx@outlook.com**
		Contact #:	**(830) 708-4425**



Prepared By: Travis Taylor

Date Printed: 07/10/2026

Information Deemed Reliable But Not Guaranteed

MLS#: **463865 (Closed)** List Price: **$199,950**
Selling Office Name: **(3075) NB Regal Real Estate, LLC**
Selling Agent Name: **Wade Goodwin**

Co-Selling Office Name:
Sold Comments:

288 S Business Ih 35 New Braunfels, TX 78130
Close Price **$199,950** **Closing Date: 12/20/2022**
Ctrct Dt: **11/23/2022** Financing: **Conventional**
Seller Concessions: 0



Commercial-Unimproved

List Price: **$199,950**
Orig Price: **$297,000**
Price/SQFT:
County: **Comal**
Type: **Acreage, Lot**
#Stories: **None**
#Buildings:
Zoned: **Yes**
Zoning Type: **C3**
Apx SqFt: **0**
Source SqFt: **Appraisal District**
Construction Status: **None**

First Right Refusal Option: **N/A**
Subdivision: **Highway Add**
School District: **New Braunfels ISD**
Waterfront: **No**
Apx Acreage: **0.186**
Lot Dimensions: **60x137**
Year Built:
Year Built Src: **Appraisal District**
In City Limits: **Yes**

Legal Description: **CITY BLOCK 1065, LOT 2, ACRES .186**
Property ID: **754** Geo ID: **10000068300** Lot/Block: **2/1065**
Road Frontage: **60** Apx Office SqFt: Apx Retail SqFt: Apx Whse SqFt:
Avg Ann Gross Inc: Avg Ann Grs Exp: Lease Basis: Net Pass Thru:
Bldg Center Name: Lease Type: Pass Thru Basis:
Lease Rate: ETJ: **No**

Access: **Other-See Remarks** FEMA Flood Plain:
Front Faces: Current Gross:
Sprinkler System:

Owner(s) Legal Name: **Hitchman Designs, LLC**
Concession: **If Yes, the Seller may consider a Buyer concession if it is included in an offer.**
Concession In Price:
Earnest Money: Also For Rent: **No** Additional MLS#: Currently Leased: **No**
Documents on File: **Owners Notice of Property Condition, Survey**
Financing Avail: **None**
Possession: **Closing, Funding** Sale Type: **Resale**
Prospects Exempt: **No** Short Sale:
Agent Disclosure: **None**
Community Web:
Exemptions:
Listing Type: **Exclusive Right to Sell**
Multiple PID #'s:
Sale Type: **Resale** Tax Annl Amt: **$2,842**
Taxed by Mult Counties: Estimated Tax: Tax Rate: **2.03** Tax Year: **2021**

Parking: **None**
Constr Materials: **None**
Foundation: **None** Roof:
Heat: **None** Flooring: **None**
A/C: Rail Service: **No, Unknown**
Water/Sewer: **City at Street, City Water, Public Sewer** Attic: **None**
Amenities: **Fenced Storage/Yard**
Disability Feat: **Level Lot**
Other Utilities: **Available, City Electric, Underground Utilities**
Water Features/View: **None**
Topo/Land Desc: **0-.25 Acres, Level**
Sale Includes:
Lease Includes: **None**
Access/Road Surface: **City Street, Interstate Hwy-1 mi or Less, Paved, Public Maintained Road, Other-See Remarks**

Lockbox Type:
Lockbox Loc:

Public Remarks:
Dramatically Reduced!! New Price! RARE opportunity to build in one of the most sought after and developing areas in Texas in the heart of New Braunfels! This high visibility vacant lot currently zoned C-3 allows almost anything to be built. Current owner concept designed to install 4 tiny homes/free standing modern 300sqft casitas/hotel rms w/6 parking spaces to make the first boutique hotel in the city! Directly down street from downtown NB Plaza. 1 mile from River resorts, Wurstfest grounds & .25 mile from the new $100,000,000 Castell St. Development Project to mirror the Pearl District in SA! Perfect for investors to develop multi-family, offices, businesses, Tiny home, RV, river tubing, Wurstfest, food trucks & so much more! Only lot like it in the city which has one end on Business 35 / Ellott Knox Blvd and other on Faust St. for trucks, drive thru coffee shop, food truck pavilion, hotel/motel, RV's - Airbnb tiny home community, etc.
Agent Only Remarks:
Go and show. Owner currently using as business storage. Partially fenced on Bus. IH 35 frontage. Access from W. Faust St. Survey and owner disclosures and sample of owner plat build out plans in supplements. Please see offer instructions. Note: small corner of prop. reflects X500 yr. flood. Thanks for showing!

Directions:
From IH 35, exit 188, head west on S. Seguin Ave (725), turn south/left on Elliot Knox Blvd (Business 35), continue 2 blocks just past Castell Ave lot will be on your right, next to Vape shop just before the corner of McQueeney Rd.
Showing Instructions:
Call First-Go, Call Listing Agent, Go, Showing Service

Showing Phone: Show Phone 2:

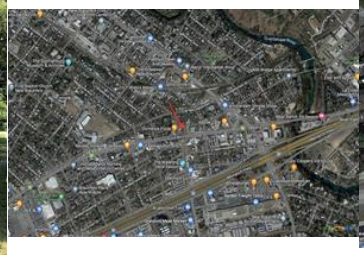
DOM:	**265**	CDOM: **265**	IDX: **Yes**	Internet: **Yes**	Disp Addr: **Yes**	Allow AVM: **Yes**	Allow Cmts: **No**
List Date:	**02/23/2022**	Expire Date:		Off Market Date:	**11/23/2022**	Pending Date:	**11/23/2022**
				Option End Date:		Tentative Close Dt:	**12/20/2022**

Currently Lsd: **No**

Listing Office:	**(1354) Red Mansions Realty**	List Agent:	**Julie Golla**
Office Phone:	**(830) 832-6874**	Agent Email:	**julie@rmrteam.com**
		Contact #:	**(210) 473-9894**






Prepared By: Travis Taylor

Date Printed: 07/10/2026

Information Deemed Reliable But Not Guaranteed

MLS#: **431891 (Closed)** List Price: **$963,812**
Selling Office Name: **(223) Non Member Office**
Selling Agent Name: **NON-MEMBER AGENT**

Co-Selling Office Name:
Sold Comments:

3355 Oak Run Parkway New Braunfels, TX 78132
Close Price $1,650,000 **Closing Date: 12/20/2022**
Ctrct Dt: Financing: **Conventional**
Seller Concessions: 0



Commercial-Unimproved

List Price: **$963,812**
Orig Price: **$1,977,624**
Price/SQFT:
County: **Comal**
Type: **Other-See Remarks**
#Stories: **None**
#Buildings:
Zoned: **Yes**
Zoning Type: **C-1B**
Apx SqFt:
Source SqFt: **Appraisal District**
Construction Status: **None**

First Right Refusal Option: **N/A**
Subdivision: **Westpointe Tr D**
School District: **New Braunfels ISD**
Waterfront: **No**
Apx Acreage: **1.130**
Lot Dimensions:
Year Built:
Year Built Src: **Appraisal District**
In City Limits: **Yes**

Legal Description: **WESTPOINTE TRACT D, BLOCK 1, LOT 1B**
Property ID: **408595** Geo ID: **560285017201** Lot/Block: **1B/1**
Road Frontage: Apx Office SqFt: Apx Retail SqFt: Apx Whse SqFt:
Avg Ann Gross Inc: Avg Ann Grs Exp: Lease Basis: Net Pass Thru:
Bldg Center Name: Lease Type: Pass Thru Basis:
Lease Rate: ETJ: **No**
Access: FEMA Flood Plain: **No**
Front Faces: Current Gross:
Sprinkler System:

Owner(s) Legal Name: **Westpointe Plaza, LLC**
Concession: **If Yes, the Seller may consider a Buyer concession if it is included in an offer.**
Concession In Price:
Earnest Money: Also For Rent: Additional MLS#: Currently Leased:
Documents on File: **Survey**
Financing Avail: **None**
Possession: **Closing, Funding** Sale Type: **Resale**
Prospects Exempt: **No** Short Sale:
Agent Disclosure:
Community Web:
Exemptions:
Listing Type: **Exclusive Right to Sell**
Multiple PID #'s:
Sale Type: **Resale** Tax Annl Amt: **$11,823**
Taxed by Mult Counties: **No** Estimated Tax: Tax Rate: **2.07** Tax Year: **2020**

Parking: **None**
Constr Materials: **None**
Foundation: **None** Roof:
Heat: **None** Flooring: **None**
A/C: **None** Rail Service: **No**
Water/Sewer: **City Water, Public Sewer** Attic: **None**
Amenities: **None**
Disability Feat: **None**
Other Utilities: **None**
Water Features/View: **None**
Topo/Land Desc: **Level**
Sale Includes:
Lease Includes: **None**
Access/Road Surface: **Asphalt, City Street, Curbs**

Lockbox Type:
Lockbox Loc: **None**

Public Remarks:
Excellent Commercial Opportunities with this prime location on the corner of Independence Drive and Oakrun Parkway with 430 feet of frontage on Oak Run Parkway and 188 feet of frontage on Independence Drive, with easy access to Loop 337 and HWY 46.? This 2.270 acre site subdivided into 2 1.13 acre sites. This property is perfect for retail, restaurant, medical, multi family, or office location, it is across the street from the new proposed site for Starbucks.? This site offers you many opportunities for your business.
Agent Only Remarks:
Please contact Scott Schwandt for all information 830.357.8400. Please read offer instructions and all documentation in associated docs. Seller will consider subdividing.

Directions:
From Loop 337, take the Oak Run Parkway exit, the property is on the right, on the corner of Oak Run and Independence Drive.
Showing Instructions:

Go

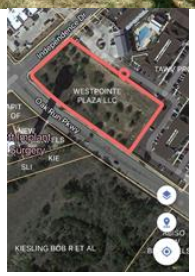
Showing Phone: Show Phone 2:

DOM:	**616**	CDOM: **616**	IDX: **Yes**	Internet: **Yes**	Disp Addr: **Yes**	Allow AVM: **Yes**	Allow Cmts: **No**
List Date:	**02/09/2021**	Expire Date:		Off Market Date: **09/02/2022**		Pending Date:	
				Option End Date: **10/31/2022**		Tentative Close Dt: **11/15/2022**	

Listing Office:	**(1570) RE/MAX River Cities - NB**	List Agent:	**Scott Schwandt**
Office Phone:	**(830) 299-4524**	Agent Email:	**scottschwandt@remax.net**
		Contact #:	**(830) 357-8400**







Prepared By: Travis Taylor

Date Printed: 07/10/2026

Information Deemed Reliable But Not Guaranteed

TEAM HOUSING SOLUTIONS®



OFFICE SPACE FOR RENT

7,343 SF of Office Space Available
707 Landa St, New Braunfels, TX 78130

OVERVIEW








ABOUT THE PROPERTY

This fully remodeled 2019 office space includes 7 private offices, a spacious open work area, a stylish break room, and a covered exterior patio. Located just minutes from downtown, it combines functionality with a prime location. Ideal for businesses seeking a professional environment with modern amenities.

PROPERTY INFORMATION

SPACE	SIZE	TERM	RENTAL RATE	SPACE USE	AVAILABLE
1st Floor	7,343 SF	Negotiable	$24.00 /SF/YR	Office	Now

Sarah Lindsay
slindsay@teamhousing.com 830.237.9065
Scan to view the online listing.

707 Landa St

Agenda No. 5.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 17, 2026**
Department:	**Engineering**
Subject:	**Resolution 26-R-127 – Authorizing a new Not-To-Exceed amount for the Construction Contract with Blackrock Construction for the IH 35 NEX Project (Senior Engineer Eric Schulze)**

BACKGROUND

Due to conflicts with the Texas Department of Transportation's (TxDOT) proposed IH 35NEX Project, the City of Schertz is relocating existing sewer mains that have been identified to be in conflict. Blackrock Construction was selected as the contractor and has completed the majority of the sewer relocations.

During the course of construction, Blackrock has needed to perform additional subsurface utility surveys (SUE). Some of the existing fiber, gas, telephone, and power utilities either have facilities at depths not identified accurately in the SUE data provided by TxDOT or have not yet been relocated as part of the highway project. There has also been a design change approved by staff and TxDOT to alter a crossing of IH 35 to avoid previously unidentified conflicts with both the existing and proposed utilities. This design change increased necessary materials and also changed the method Blackrock must use to perform the bore and install the casing.

The original contract with Blackrock was in the amount of $1,787,074 with a not to exceed amount of $2,000,000 as approved by council resolution 25-R-151. To date, three change orders within the originally approved not to exceed amount have been approved by staff and city management and have allowed construction to progress in order to meet timeframes set by TxDOT. A summary of the contract amounts plus change orders is:

Authorized NTE	$ 2,000,000.00
Initial Contract Amount	$ 1,787,074.00
Change Order 1 - additional SUE location 1	$ 8,646.34
Change Order 2 - additional SUE location 2	$ 8,646.34
Change Order 3 - revise bore 2 alignment	$ 194,654.98
Revised Contract Amount	$ 1,999,021.66
Change Order 4 - additional cost of revised bore alignment	$ 39,052.50
Revised Contract Amount	$ 2,038,074.16
Proposed Amended NTE	$ 2,100,000.00

GOAL

To obtain authorization from Council to approve Change Order 4 in the amount of $39,052.50 and increase the not to exceed contract amount to $2,100,000.00.

COMMUNITY BENEFIT

The utility relocation is necessary to avoid conflicts with TxDOT's proposed improvements along the IH 35NEX corridor and maintain sewer service to this area of the city.

SUMMARY OF RECOMMENDED ACTION

Staff recommends authorization of Change Order 4 with Blackrock Construction for $39,052.50 and the establishment of a new not to exceed amount of $2,100,000.

FISCAL IMPACT

The construction cost of the project shall not exceed $2,100,000. Sewer Reserves will provide the initial funding of the construction efforts, but this will be reimbursed by TxDOT due to this being an interstate highway project.

RECOMMENDATION

Approve Resolution 26-R-127.

Attachments

Resolution 26-R-127 w/ attachments

CIP Project Sheet and Map

RESOLUTION 26-R-127

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A NEW NOT TO EXCEED AMOUNT FOR THE CONSTRUCTION CONTRACT WITH BLACKROCK CONSTRUCTION.

WHEREAS, The City of Schertz (the "City") has awarded the construction contract to Blackrock Construction relating to the IH 35NEX Sewer Relocation Project and approved the project expenditures under Resolution 25-R-151; and

WHEREAS, the project is necessary to avoid conflict with TxDOT improvements and other utilities within the right-of-way as part of their IH 35NEX project; and

WHEREAS, the City has approved three (3) previous change orders under the current not to exceed amount construction budget; and

WHEREAS, Blackrock Construction has requested Change Order 4 for additional construction work in order to complete the sewer relocations; and

WHEREAS, Change Order 4 would exceed the current not to exceed construction amount previously approved by Council; and

WHEREAS, the City has executed a Standard Utility Agreement (SUA) with TxDOT under Resolution 25-R-024; and

WHEREAS, the project will be initially funded from the Sewer Reserves but will be reimbursed by TxDOT as outlined in the SUA.

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 Change Order 4 in substantially the form set forth on Attachment 1 with Blackrock Construction for an amount of $39,052.50, and increase the overall construction not to exceed amount to $2,100,000.00.

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

_____
Ralph Rodriguez, Mayor

ATTEST:

_____
Sheila Edmondson, TRMC
City Secretary

Attachment 1

IH 35NEX Sewer Relocation Project

Blackrock Construction - Change Order 4

CHANGE ORDER NO. 4

Proposal - October 22, 2026

BRCT LLC dba Blackrock Construction

01 PROJECT INFORMATION

Project: IH-35 NEX North Sewer Relocations
Schertz Parkway to Country Club Blvd
Owner: City of Schertz **Contractor project no.:** 2510
Engineer: Halff **Engineer project no.:** 35005.015
Prepared by: Juan Izaguirre

02 SCOPE AND ITEMIZED COSTS

The following three items are transferred from Change Order No. 3 to this separate proposal for Council consideration. Quantities and unit prices remain unchanged. These items are excluded from revised Change Order No. 3.

Description	Qty	Unit	Rate	Amount
#29 - Sewer line split steel casing	12	LF	$315.00	$3,780.00
Remove and replace concrete rip rap	59	SY	$450.00	$26,550.00
Mechanically clean line	70	LF	$111.00	$7,770.00

Direct cost subtotal	**$38,100.00**
Bond / insurance - 2.5%	**$952.50**
TOTAL CHANGE ORDER NO. 4	**$39,052.50**

03 CONTRACT RECONCILIATION

Original contract	$1,787,074.00
Change Orders No. 1 and No. 2	$17,292.68
Revised Change Order No. 3 (proposed)	$194,654.98
Contract total through revised CO No. 3	$1,999,021.66
Change Order No. 4 (this proposal)	$39,052.50
Contract total including proposed CO No. 4	$2,038,074.16

Revised CO No. 3 leaves $978.34 below the $2,000,000 limit. CO No. 4 is submitted separately for Council consideration. Additional time impact, if any, is to be confirmed.

Contractor authorized signature

Date: 10/22/2026

Owner / authorized representative

Date: _____

CITY OF SCHERTZ
CAPITAL IMPROVEMENT PROJECT SHEET

Project Type: Water/Wastewater

Project Code: W25

Project Title: IH 35 NEX North Utility Relocations

Project Manager: Engineering

Location Description: IH 35 from Schertz Pkwy to Country Club Blvd

Project Summary: Relocation of water and sewer utilities to avoid conflicts as part of the TxDot IH 35 NEX project. This project is fully reimbursable by TxDOT.

Start Date: Dec-23

Completion Date: Sep-28

Project Forecast

Funding Source	Prior Appropriation	2026-27	2027-28	2028-29	2029-30	2030-31	2031-2036	Total Cost
TxDOT	$ -	$ -	$ 3,693,187	$ -	$ -	$ -	$ -	$ 3,693,187
Bonds	$ 8,755,719	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,755,719
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding Source	$ 8,755,719	$ -	$ 3,693,187	$ -	$ -	$ -	$ -	$ 12,448,906

Expenditure	Prior Expenditure							
Land Acquisition	$ 111,789	$ 38,211	$ -	$ -	$ -	$ -	$ -	$ 150,000
Professional Services	$ 1,094,604	$ 455,396	$ 100,000	$ -	$ -	$ -	$ -	$ 1,650,000
Construction	$ -	$ 5,648,906	$ 5,000,000	$ -	$ -	$ -	$ -	$ 10,648,906
Total Expenditure	$ 1,206,393	$ 6,142,513	$ 5,100,000	$ -	$ -	$ -	$ -	$ 12,448,906

CITY OF SCHERTZ

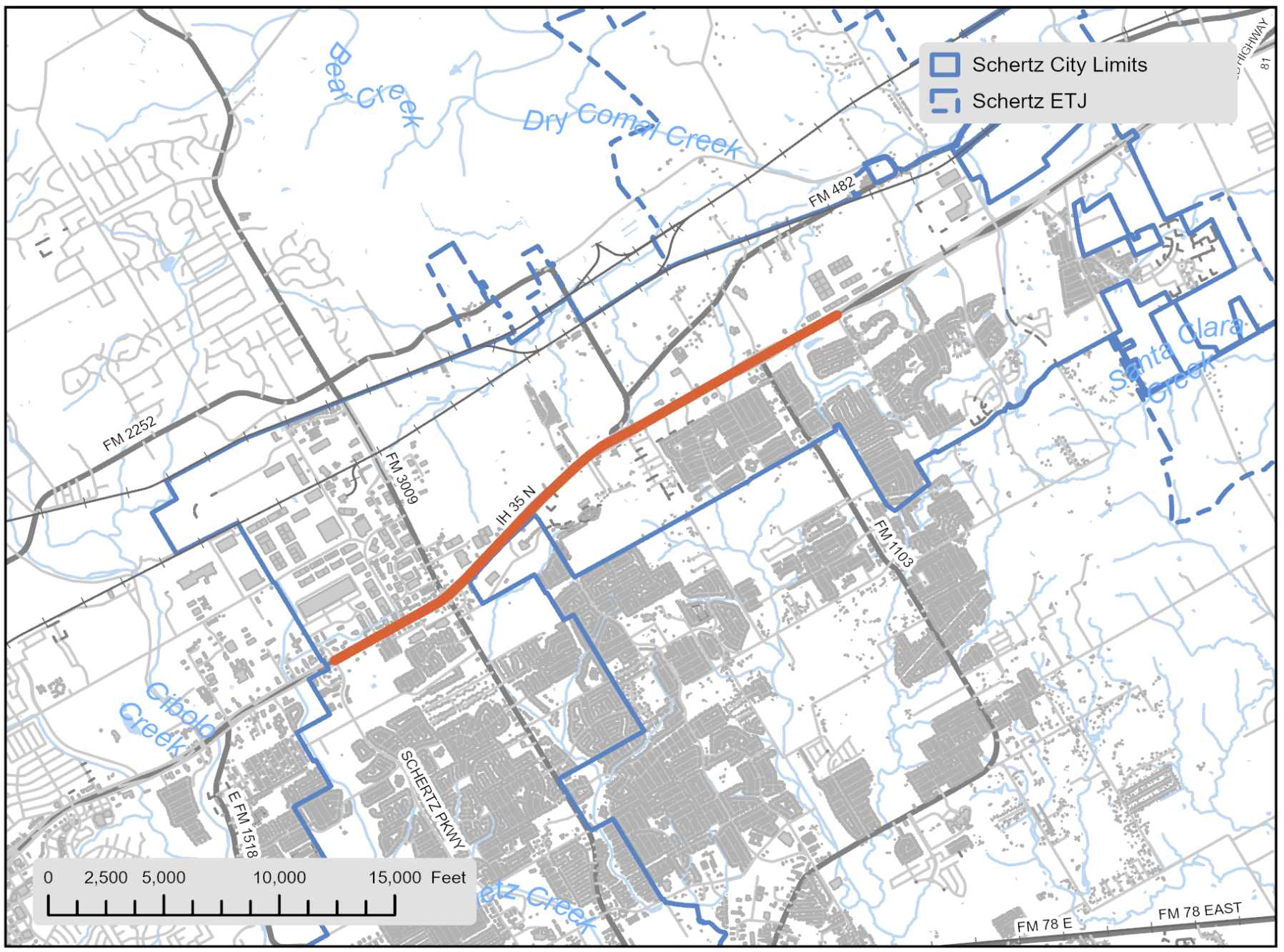
CAPITAL IMPROVEMENT PROJECT SHEET

Project Type: Water/Wastewater **Project Code:** W25

Project Title: IH 35 NEX North Utility Relocations

Location:

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



IH 35 NEX NORTH UTILITY RELOCATIONS

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Agenda No. 6.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 17, 2026**
Department:	**Executive Team**
Subject:	**Resolution 26-R-132 - Amending the Main Street Local Flavor Economic Development Program (Deputy City Manager Brian James)**

BACKGROUND

After discussions with the Schertz Main Street Committee, staff is recommending a number of changes to the Schertz Main Street Local Flavor Economic Development Program. These include making tree maintenance, removal and replacement eligible grant expenditures. In the case of tree removal, the grant would only apply to trees that are deemed hazardous, dead or dying. Another amendment would provide a grant of up to $7,000 per five years to the tenant, not the building owner, for improvements to the tenant's lease space in one of the eligible categories. At times, building owners have been reluctant to authorize tenants to apply for grants as the amount awarded would reduce the amount the building owner has available for major repair items — generally A/C and plumbing. Finally, there is an amendment to modify the grant agreement to stipulate that grants awarded shall be deducted from the cost of acquiring easements and right-of-way for the upcoming Main Street Improvement program.

GOAL

Promote the history and culture of the City of Schertz to tourists and residents.

COMMUNITY BENEFIT

Recognize and preserve historic structures in the City.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 26-R-132 amending the Schertz Main Street Local Economic Development program to provide for a tenant grant, tree grants and offset the cost of easement acquisition by the amount provided by the grant.

FISCAL IMPACT

This amendment has the potential to increase the amount awarded in grants by allowing expenses related to trees, though this does not increase the overall allowable grant amount. The amendment to allow up to $7,000 per five years for tenant grants will likely increase the total amounts awarded in grants. Staff estimates the additional annual cost to be less than $21,000. The change to the grant agreements has the potential to save the City money, depending on the number of grants approved in the next six months. Historically, annual grant payments have ranged from $500 to $51,451.50. Staff will include a budget amendment later in the fiscal year if many grants are awarded.

RECOMMENDATION

Approval of Resolution 26-R-132.

Attachments

26-R-132 w attachment
Redline

RESOLUTION NO. 26-R-132

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT PROGRAM; AND OTHER MATTERS IN CONNECTION THEREWITH

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

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

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

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

WHEREAS, changes are recommended to the program to improve its benefit to the community.

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

Section 1. The City Council hereby authorizes amendments to the Schertz Main Street Local Flavor Economic Development Program in substantially the form set forth on Exhibit A.

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

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

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

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

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

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

PASSED AND APPROVED, this _____th day of _____, 2026.

CITY OF SCHERTZ, TEXAS

_____
Ralph Rodriguez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

EXHIBIT A

AMENDED SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT PROGRAM

Schertz Main Street Local Flavor Economic Development Program

SECTION 1.1 PURPOSE

The City of Schertz finds that promotion and enhancement of commercial activity along Main Street is necessary to promote the economic, cultural, and general welfare of the public. The area around Main Street in Schertz once served as the commercial and social hub of the community. The City seeks to improve the image of the area around Main Street through an inducement of public money to promote local economic development and to stimulate business and commercial activities in the City. The program is intended to:

a) Encourage the attraction of small businesses that will create local charm and help develop a sense of place in and around Main Street;
b) Promote commercial development;
c) Stabilize and improve property values;
d) Foster civic pride in the beauty and accomplishments of the past, and to promote the use of the historic structures for the culture, education, and general welfare of residents, and:
e) Strengthen the economy of the city by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support and stimulus to businesses.

In order to facilitate the promotion and enhancement of commercial activity, the City of Schertz is offering grants that will serve to help new and existing businesses and properties within this area.

SECTION 1.2 ADMINISTRATION

The program will be administered by the City Manager and or his/her designee.

SECTION 1.3 ELIGIBILITY CRITERIA

All of the following eligibility criteria must be met:

a) The business and property must be located along Main Street between Schertz Parkway and Aviation Boulevard.
b) All taxes and government fees must be current on the property.
c) The business and property owner has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Schertz and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.
d) Structures with both a residential and commercial use are eligible for the grant. Structures with just a residential use, including just a multi-family use are not eligible.
e) Grant agreements include a provision that grant amounts provided by the City shall be applied to easement and right-of-way acquisition costs.

SECTION 1.4 TYPES OF GRANT ASSISTANCE

Funding for this program is provided annually through the City of Schertz General Fund in accordance with Chapter 380.001 of the Texas Local Government Code. The amount of money allocated each year shall be at the discretion of the City Council. Funds are made available on a first-come-first-serve basis. Grants will not be provided for work already completed unless it is a repair or replacement and for which the grant is applied for within 14 days of beginning the work or which has begun prior to submittal of the grant application.

ANNUAL GRANT

Funds are provided on a 50/50 matching basis, in-kind contributions may be counted toward the matching requirement. No more than $40,000 in grants may be received per property over a 5-year period except that an additional $7,000 per 5 year period may be provided to the tenant, not the property owner. All improvements must conform to City regulations and building codes and receive approval by the City Council. All grants are paid out upon completion of the project or increments of the project.

a) Signage Improvement Grant – grants are available for both new signs and the renovation of existing signs. Signage Improvement Grant recipients may receive up to $5,000 per property.

b) Façade Improvement Grant – grants are available for façade improvements that help improve the curb appeal of the property. Qualifying façade improvements include: painting, roof, windows, foundation, facade restoration including replacing windows, wall repairs, brick re-pointing, replacing and exposing transom windows; and improvements necessary to stabilize a structure. Facade Improvement Grants recipients may receive up to $20,000 per property.

c) Site Improvement Grant – grants are available for site improvements that help add visual appeal and functional use of the property. Qualifying site improvements include: landscaping, exterior lighting, sidewalks and driveway improvements, parking lot improvements, and outdoor seating areas. Site Improvement Grant recipients may receive up to $20,000 per property.

d) Capital Equipment Grant – grants are available for capital equipment. Qualifying capital equipment are durable items used to produce a good or service and has a life expectancy of more than five years. Capital Equipment Grant recipients may receive up to $2,500 per property.

e) Systems Grant – grants are available for upgrades to wiring, plumbing, HVAC, insulation, etc. Systems Grant recipients may receive up to $15,000 per property.

f) Tree Mitigation Grant – grants are available for major tree pruning up to $5,000 for the removal of hazardous, dead or dying trees, stump grinding and tree replacement/planning.

g) Tenant Improvements – grants are available to the tenant for improvements falling into any of the other categories for the space they are leasing. Recipients may receive up to $7,000 per lease space per 5 years.

NEW CONSTRUCTION GRANT

Funds are provided on a 1/4 matching basis, in-kind contributions cannot be counted toward the matching requirement. No more than $60,000 in grants may be received per property and no additional Schertz Main Street Local Flavor Economic Development Grant maybe received for 5 years from date of approval. All improvements must conform to City regulations and building codes and receive approval by the City Council. All grants are paid out upon completion of the project.

a) New Construction Grant – for the costs associated with actual construction of the structure, not including site work or FF&E.

Section 1.5 Grant Application Procedures

At the start of the fiscal year, the city will promote the amount of funding available. Applications will be received throughout the fiscal year, subject to the availability of funds.

a) Property owner submit a letter along with any required supporting documentation (i.e. drawings, total project cost estimate, photographs, contactor bids, tax certificates, etc.). Applications will be reviewed by the City Manager's Office for completeness. Changes to elevations of a structure require a elevation drawings. If changes of the exterior color are proposed to occur that new color palette must be provided. Changes to exterior not approved as part of the grant application may be grounds for denial of payment.
b) After submittal of a grant request, a preliminary site visit will be made by a representative of the City Manager's Office.
c) City Council will decide which entities qualify for assistance based on the perceived value of their proposed projects to the City of Schertz, the compatibility of the proposed projects with the Main Street Area, and the cost effectiveness of the proposed project in relation to the proposed amount of the grant.
d) The property owner and City will execute a Grant Agreement detailing the obligations of the grantee, the method and timing of reimbursement, and outlining the scope of work eligible for reimbursement.
e) Work must be completed within one year from the date of execution of the Grant Agreement, however; the City Manager may grant an extension of up to one year.

Schertz Main Street Local Flavor Economic Development Program

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Agenda No. 7.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 17, 2026**
Department:	**Finance**
Subject:	**Ordinance 26-T-037 - Budget Amendment for FY 2026-27 (Finance Director James Walter)**

BACKGROUND

Council adopted the Budget for FY 2026-27 with ordinance 26-T-026. This budget approves a certain amount of expenditures from October 1, 2026 through September 30, 2027. This time period the approved budget is in effect is called a fiscal year (FY). Staff must stay under the approved total during the fiscal year, but can return to City Council to request amendments to increase or decrease the approved budget. Due to council's request, staff plans to bring budget adjustments before council quarterly when necessary.

Due to delays caused by production timing or unforeseen events, some planned expenditures don't occur during the fiscal year. For the first amendment of the fiscal year, the majority of budget adjustments for consideration are for items approved for the previous fiscal year, but were unable to be expended due to delays. Staff requests amendments to the budget, so these items do not use up the current year budget amounts meant for expenditures related to the current fiscal year.

These budgeted amounts that were not used increase the Fund Balance above the amount listed in the financial forecast. By authorizing these expenditures with a budget amendment, Council will not be lowering Fund Balance below what was presented during the FY 2026-27 Budget adoption process.

Another reason to amend the budget would be for unknown or unexpected costs that were not considered during the budget, such as Weir Road repairs.

Proposed Amendments General Fund:

- Increase Transfer Out by $160,000.00 for the engineering services for Weir Road repairs. This item was not included in the proposed FY 2026-27 Budget. However, these repairs need to move forward. Funding for this amendment is proposed to come from Fund Balance.
- Increase Fire Department's Communication Equipment Budget by $54,533.00. This adjustment is for radio replacements which were ordered but not delivered by the end of the previous fiscal year.
- Increase the Streets Sidewalk Maintenance Budget by $79,278.00. These are for approved sidewalk concrete work that will be completed in FY 2026-27 and approved for FY 2025-26.
- Increase Transfer Out by $811,680.00 to complete approved street maintenance projects included the Study on Borgfeld midblook crossing, improvements to the crosswalks at Savannah and Homestead, the Pecan Signalization Project and the 2026 SPAM Projects approved in FY 2025-26.
- Increase the IT Computer Budget by $185,000.00 to complete the MDT removal and replacement project for Public Safety computers approved in FY 2025-26.
- Increase the IT Equipment Budget by $45,000.00 to complete the Library Public Address (PA)

System purchase and installation approved in FY 2025-26.
- Increase Transfer Out by $225,000.00 for the Library Retention Walls Project Funding which should begin in FY 2026-27 due to design delays.

Proposed Amendments Water & Sewer Fund
- Increase Equipment by $105,000.00 to complete the purchase of the approved dump truck authorized in the FY 2025-26 budget.

Proposed Amendments Drainage Fund
- Increase Drainage Channel Maintenance by $200,000.00 to complete the Friesenhan Lift Station project and brush removal along areas of Palm Park by Cibolo Creek and the Railroad right-of-way along the northern part of FM 78, approved by council on 10/20/2026 by resolution 26-R-122. These items were budget in FY 2025-26.

Proposed Amendments to the Public, Education, and Government Fund (PEG)
- Increase this budget by $45,000.00 for fiber internet improvements at the Parks Building. This item was not previously approved and is proposed as an amendment due to need.

Proposed Amendments to the Schertz Economic Development Corporation:
- Decrease this budget by $235,000.00. The proposed FY 2026-27 budget included funds for the purchase of land behind the Northcliffe Community Center. After review, it is not feasible to move forward with that purchase at this time. Staff is requesting it be removed from the budget for this reason.

Proposed Amendments to the EMS Fund:
- Increase this budget by $232,438.00 for the completion of an ambulance remount approved in the previous fiscal year. Due to long delays by the vendor, the remount was not able to occur in FY 2025-26.

Proposed Amendments to the Capital Imporvements Plan (CIP) Budget
- Increase the FY 2026-27 Budget for Street Preservation and Maintenance (SPAM) by $1,220,000.00 for a total of $2,020,000.00. The funding is from the approved $10,000,000.00 of General Fund Fund Balance contributions already approved so no additional funding will need to be authorized. Staff wants to move faster on the approved SPAM projects and complete construction in FY 2026-27 on select roads instead of only working on design.
- Staff is also proposing adjustments to the FY 2030-31 column and the Old Weiderstein project and the Lower Seguin Road East of FM 78 pushing expenditures out by 1 year. These projects clarified funding timing in the out years for information purposes only and will not affect the current approved budget. These projections will continue to be adjusted each annual budget cycle. The Streets Summary and Old Weiderstein project pages will be updated in the CIP Budget.

GOAL

To continue approved operating expenditures remaining from FY 2025-26.

COMMUNITY BENEFIT

The community would benefit from continued sidewalk and road maintenance, as well as improved public safety with the replaced radios and computer equipment.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Ordinance 26-T-037.

FISCAL IMPACT

This amendment would increase the General Fund Budget by $1,560,491.00, the Water & Sewer Fund Budget by $105,000.00, the Drainage Fund Budget by $200,000.00, the PEG Fund Budget by $45,000.00, the EMS Fund Budget by $232,438.00, increase the CIP Budget by $1,220,000.00, and decrease the SEDC Budget by $235,000.00 for a total increase in the Citywide approved budget of $3,127,929.00.

Of that amount, $1,702,929.00 was previously approved in the prior fiscal year and was accounted for in the 5-year forecast. By reauthorizing this funding, there will be no impact to the 5 year forecast shown to council during the budget process.

The $160,000.00 for Weir Road would decrease the fund balance by $160,000.00 below what was previously authorized. The General Fund Fund balance's lowest point in the forecast was $19,303,332, or 31.6% of annual operating expenses. This amendment would decrease the fund balance to $19,143,332, or 31.4% of annual operating expenses. The target fund balance is 26% of operating expenses and which the projected is still above.

The $45,000.00 for the PEG Fund for fiber improvements to the Park Building would decrease its fund balance from $233,311.00 to $188,311.00. This is a special revenue fund that does not have annual operating expenses.

All other funds' 5 year forecasts would not change with this amendment.

The CIP Budget changes will allow for SPAM construction spending in FY 2026-27 but will not need additional funding. All other changes were for information purposes only and do not affect the 10 year projection.

RECOMMENDATION

Staff recommends approval of Ordinance 26-T-037

Attachments

Ordinance 26-T-037 Amending the FY 2026-27 Budget

CIP 2026-27 Adjustment Pages

ORDINANCE 26-T-037

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ADJUSTMENT TO THE FISCAL YEAR 2026-2027 BUDGET, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance 25-T-026, the City of Schertz (the "**City**") adopted the budget for the City for the fiscal year 2026-2027 (the "**Budget**), which provides funding for the City's operations throughout the 2026-2027 fiscal year; and

WHEREAS, the City needs to authorize additional budget amounts of $3,127,929.00 for expenditures approved by contract or direction during the 2025-2026 Fiscal Year or for improved operations in the 2026-2027 Fiscal Year; and

WHEREAS, City staff recommends that the City Council of the City adjust the Budget and approve the ordinance; and

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to adjust the and re-authorize the funds as more fully set forth in this Ordinance.

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

Section 1. The City shall increase the Transfer Out Budget by $1,196,680.00 for engineering services for Weir Road repairs, street maintenance and studies, signalization at Pecan Street, and for the Library Retaining Wall improvement project.

Section 2. The City shall increase the Fire Budget by $54,533.00 for radio purchases authorized in the FY 2025-26 Budget.

Section 3. The City shall increase the Streets Budget for sidewalk maintenance by $79,278.00 for concrete work approved in the FY 2025-26 Budget.

Section 4. The City shall increase the Information Technologies Budget by $230,000.00 to complete the MDT public safety computer replacement project and install the Public Address (PA) System at the Library. These items were approved in the FY 2025-26 Budget.

Section 5. The City shall increase the Water & Sewer Fund Budget by $105,000.00 to complete the purchase of a dump truck approved in FY 2025-26.

Section 6. The City shall increase Drainage Fund Budget by $200,000.00 to complete the Friesenhan Lift Station project and brush removal along areas of Palm Park by Cibolo Crek and the railroad right-of-way which were approved in the FY 2025-26 Budget.

Section 7. The City shall increase Public, Education, and Government Access (PEG) Fund by $45,000.00 for fiber improvements at the Parks Building.

Section 8. The City shall increase the Emergency Medical Services (EMS) Fund by $232,438.00 to complete an ambulance remount approved in FY 2025-26.

Section 9. The City shall decrease the Schertz Economic Development Corporation (SEDC) Budget by $235,000.00 due to a purchase no longer moving forward in FY 2026-27 as originally approved.

Section 10. The City shall increase the Capital Improvements Projects (CIP) Budget by $1,220,000.00 to conduct additional street maintenance from existing approved funds.

Section 11. The City shall recognize an additional $1,560,491.00 in Transfers In Reserves for the General Fund adjustments, $105,000.00 Transfers In Reserves for the Water & Sewer Fund adjustments, $200,000.00 in Transfers In Reserves for the Drainage Fund adjustments, $45,000.00 in Transfers in Reserves for the PEG Fund adjustments, $232,438.00 in Transfers In Reserves for the EMS Fund adjustments.

Section 12. 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 13. 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 14. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 15. 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 16. 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 17. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED and APPROVED, the _____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

_____

Ralph Rodriguez, Mayor

ATTEST:

_____

Sheila Edmondson, TRMC

City Secretary

Streets

Projects	Project Number	Funding Source	Prior Expenditure	2026-27	2027-28	2028-29	2029-30	2030-31	2031-2036	Total
Lookout Road Reconstruction	E05	7	$ 4,113,287	$ 3,195,405						$ 7,308,692
Main Street Improvements	GA7	6/7/15	$ 2,835,044	$ 10,000,000	$ 13,045,848					$ 25,880,893
Lower Seguin Rd, FM 1518 to City Limit Reconstruction	S02	6	$ 4,204,000	$ 9,981,000	$ 4,015,000					$ 18,200,000
2025 (SPAM) Projects Street Preservation & Maintenance	S04	6/11	$ 1,187,000	$ 95,231						$ 1,282,231
Kramer Farm Subdivision Rehabilitation	S05	6	$ 446,562	$ 1,000,000						$ 1,446,562
Boenig, Ware Seguin to Graytown Rehabilitation	S03	6	$ 2,280,000	$ 960,000						$ 3,240,000
Annual (SPAM) Projects Street Preservation & Maintenance	S07	6/11	$ 1,280,400	$ 2,020,000	$ 1,990,000	$ 2,020,000	$ 1,970,000	$ 2,250,000	$ 3,250,000	$ 14,780,400
Northcliffe Country Club Estates Street Rehabilitation	SC7	6/11	$ 1,701,600	$ 500,000						$ 2,201,600
Savannah Drive Mill and Overlay Rehabilitation	S06	6	$ 1,210,000	$ 250,000						$ 1,460,000
Live Oak Extension & Maske Road Improvements	SC8	6/10/16		$ 892,975	$ 7,348,500	$ 724,275		$ 1,132,975		$ 10,098,725
Old Wiederstein Rd Extension & Improvements	SC9	6/10/16		$ 1,200,000				$ 9,944,025	$ 10,616,225	$ 21,760,250
Robinhood Way Improvements	SD0	6		$ 700,000						$ 700,000
Rest of Kramer Farm Subdivision Rehabilitation		6			$ 651,500	$ 4,868,500				$ 5,520,000
Whisper Bluff Reconstruction		6				$ 100,000		$ 1,000,000		$ 1,100,000
Pipestone Reconstruction		6					$ 140,000	$ 1,723,000	$ -	$ 1,863,000
Corridor Parkway Reconstruction		6						$ 4,000,000		$ 4,000,000
Columbia Dr Reconstruction		6/17						$ 931,500	$ 5,278,500	$ 6,210,000
Lower Seguin Improvements, East of FM 1518		6/10/17							$ 23,500,000	$ 23,500,000
Northcliffe East Subdivision Rehabilitation		6							$ 16,134,500	$ 16,134,500
Guada Coma Reconstruction		6							$ 4,968,000	$ 4,968,000
County Club Blvd Reconstruction		6							$ 5,175,000	$ 5,175,000
Schertz Parkway Reconstruction		6							$ 5,635,000	$ 5,635,000
Doerr Lane Reconstruction		6							$ 11,000,000	$ 11,000,000
Aviation Heights subdivision Rehabilitation		17							$ 26,210,000	$ 26,210,000
Red Iron Reconstruction		6							$ 1,150,000	$ 1,150,000
Graytown Rd Improvements		10/17							$ 5,060,000	$ 5,060,000
Pfiel Rd Improvements		6/10/16							$ 1,840,000	$ 1,840,000
Eckhardt Rd Improvements		10/16/17							$ 7,590,000	$ 7,590,000
Schwab Rd Improvements		10/17							$ 22,425,000	$ 22,425,000
Lisa Meadows and Hillbrooke Drive Rehabilitation		17							$ 1,449,000	$ 1,449,000
			$ 19,257,893	**$ 30,794,611**	**$ 27,050,848**	**$ 7,712,775**	**$ 2,110,000**	**$ 20,981,500**	**$ 151,281,225**	**$ 259,188,853**

Parks

Projects	Project Number	Funding Source	Prior Expenditure	2026-27	2027-28	2028-29	2029-30	2030-31	2031-2036	Total
Hilltop/Homestead Park Development (Hilltop)	P18	10/7/15		$ 583,900	$ 687,075	$ 329,025				$ 1,600,000
Community Circle Park Development(Includes Skate Park)	P19	7		$ 4,705,500	$ 5,646,600					$ 10,352,100
W Dietz Creek Trail	P17	10/11		$ 1,603,069						$ 1,603,069
Great Northern Trail		10			$ 1,481,516	$ 1,040,177			$ 6,134,418	$ 8,656,111
North Rec Recreation Center		7/10			$ 250,000				$ 6,000,000	$ 6,250,000
Pickrell Park Pool Renovation		6/10							$ 2,000,000	$ 2,000,000
Crescent Bend Nature Park Phase II		6/10							$ 2,000,000	$ 2,000,000
			$ -	**$ 6,892,469**	**$ 8,065,191**	**$ 1,369,202**	**$ -**	**$ -**	**$ 16,134,418**	**$ 32,461,280**

Facilities

Projects	Project Number	Funding Source	Prior Expenditure	2026-27	2027-28	2028-29	2029-30	2030-31	2031-2036	Total
Firestation 4	GB0	6	$ 9,671,621	$ 4,595,435						$ 14,267,056
FM 78 Build Out PD CID Property Room	FA4	6/17	$ 6,100						$ 1,636,280	$ 1,642,380
Pave grassy parking areas	FA2	6/11	$ 64,016	$ 185,984					$ 200,000	$ 450,000
Generator replacement at Communtiy Center/Bldg 1	FA5	6		$ 300,000						$ 300,000
Generator replacement at Public Safety Complex	FA6	6		$ 600,000						$ 600,000
Generator at Commercial Place Public Works/Fleet		5/11			$ 600,000					$ 600,000
Public Safety Complex (Design/Construction)		6				$ 1,000,000	$ 4,000,000		$ 25,000,000	$ 30,000,000
Public Safety Complex (Renovation Design/Construction)		6							$ 5,000,000	$ 5,000,000
Building 1 remodel		17							$ 500,000	$ 500,000
Parks Building 10 Remodel		17							$ 1,175,000	$ 1,175,000
Generator at Library		17							$ 300,000	$ 300,000
North Center Building Remodel		17							$ 800,000	$ 800,000
New Information Technology Data Center		6							$ 1,000,000	$ 1,000,000
Firestation 5		6							$ 15,000,000	$ 15,000,000
Firestation 6		6							$ 15,000,000	$ 15,000,000
			$ 9,741,737	**$ 5,681,419**	**$ 600,000**	**$ 1,000,000**	**$ 4,000,000**	**$ -**	**$ 65,611,280**	**$ 86,634,436**
General Fund Total			**$ 28,999,630**	**$ 43,368,499**	**$ 35,716,039**	**$ 10,081,977**	**$ 6,110,000**	**$ 20,981,500**	**$ 233,026,923**	**$ 378,284,569**

	Funding Summary	Prior Funding	2026-27	2027-28	2028-29	2029-30	2030-31	2031-2036	Total
5	Water/Sewer Reserves	$ -	$ -	$ 300,000	$ -	$ -	$ -	$ -	$ 300,000
6	Bond	$ 68,818,113	$ -	$ 8,000,000	$ 6,999,775	$ 4,000,000	$ 19,055,750	$ 139,770,200	$ 246,643,838
7	SEDC Contribution	$ 4,613,287	$ 8,142,005	$ 5,896,600	$ -	$ -	$ -	$ 5,000,000	$ 23,651,892
10	Grant	$ -	$ 1,000,000	$ 2,068,591	$ 1,203,102	$ -	$ -	$ 26,043,198	$ 30,314,891
11	General Fund Allocation	$ 950,000	$ 11,554,889	$ 300,000	$ -	$ -	$ 83,000	$ 3,450,000	$ 16,337,889
15	Other	$ 534,529	$ 263,180	$ 100,000	$ -	$ -	$ -	$ -	$ 897,709
16	Street Impact Fees	$ -	$ 2,092,975	$ -	$ -	$ -	$ -	$ 9,633,550	$ 11,726,525
17	**Unfunded**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 48,411,825**	**$ 48,411,825**
	Total Annual Funding	**$ 74,915,929**	**$ 23,053,049**	**$ 16,665,191**	**$ 8,202,877**	**$ 4,000,000**	**$ 19,138,750**	**$ 232,308,773**	**$ 378,284,569**
	Ending Balance	**$ 45,916,299**	**$ 25,600,849**	**$ 6,550,000**	**$ 4,670,900**	**$ 2,560,900**	**$ 718,150**	**$ 0**	**$ 0**

Project Type: Transportation **Project Code:** TBD

Project Title: Annual SPAM Project

Project Manager: Engineering

Location Description: Various subdivisions and streets in the City

Project Summary:

This project is an on-going annual effort to improve and preserve the City streets. In other words, this is the City's Pavement Preservation Program. Generally, the proposed work falls into one of two categories: Resurfacing or Rehabilitation. Resurfacing involves performing localized concrete repairs; base repairs; asphalt leveling; and crack sealing of the existing street before a new surface is applied. This is commonly called the "prep work" for a resurfacing project. The new surface applied will be slurry seal, microsurfacing, or a mill and overlay. Slurry seal and microsurfacing represent applying a thick layer of oil and sand mixture onto the surface of the street after all the "prep work" is completed. Microsurfacing is essentially the same as a slurry seal, but the layer of oil and sand applied is thicker and the sand has larger particles. Microsurfacing is used on higher volume roadways than local, residential streets. A mill and overlay involves grinding off part of the existing pavement surface, then placing a new layer of pavement on top. Mill and Overlays are done on higher volume roadways with significant amounts of truck or equipment traffic in commercial areas, such as Baugh Lane, Four Oaks Lane, and Mid Cities Parkway. By periodically working on the streets and applying a new driving surface, the city can maintain the streets in a better overall condition and save money instead of waiting for the street to completely fail and then reconstructing them. Streets for the Pavement Preservation Program are selected using the Pavement Condition Index (PCI), coordination with utility replacement projects, and citizen complaints. The program also includes re-surveying all the city streets to update the PCI scores at regular intervals, approximately once every five years. Examples of subdivisions and streets receiving resurfacing include: Jonas Woods; Woodland Oaks; Greenshire; Rhine Valley, Units 1 & 2; Willow Grove; Bell North; Baugh Lane; Wiederstein Road, between Schertz Parkway and FM 3009; Oak Street; and Woodland Oak Drive.

Start Date: Ongoing

Completion Date: Ongoing

Project Forecast

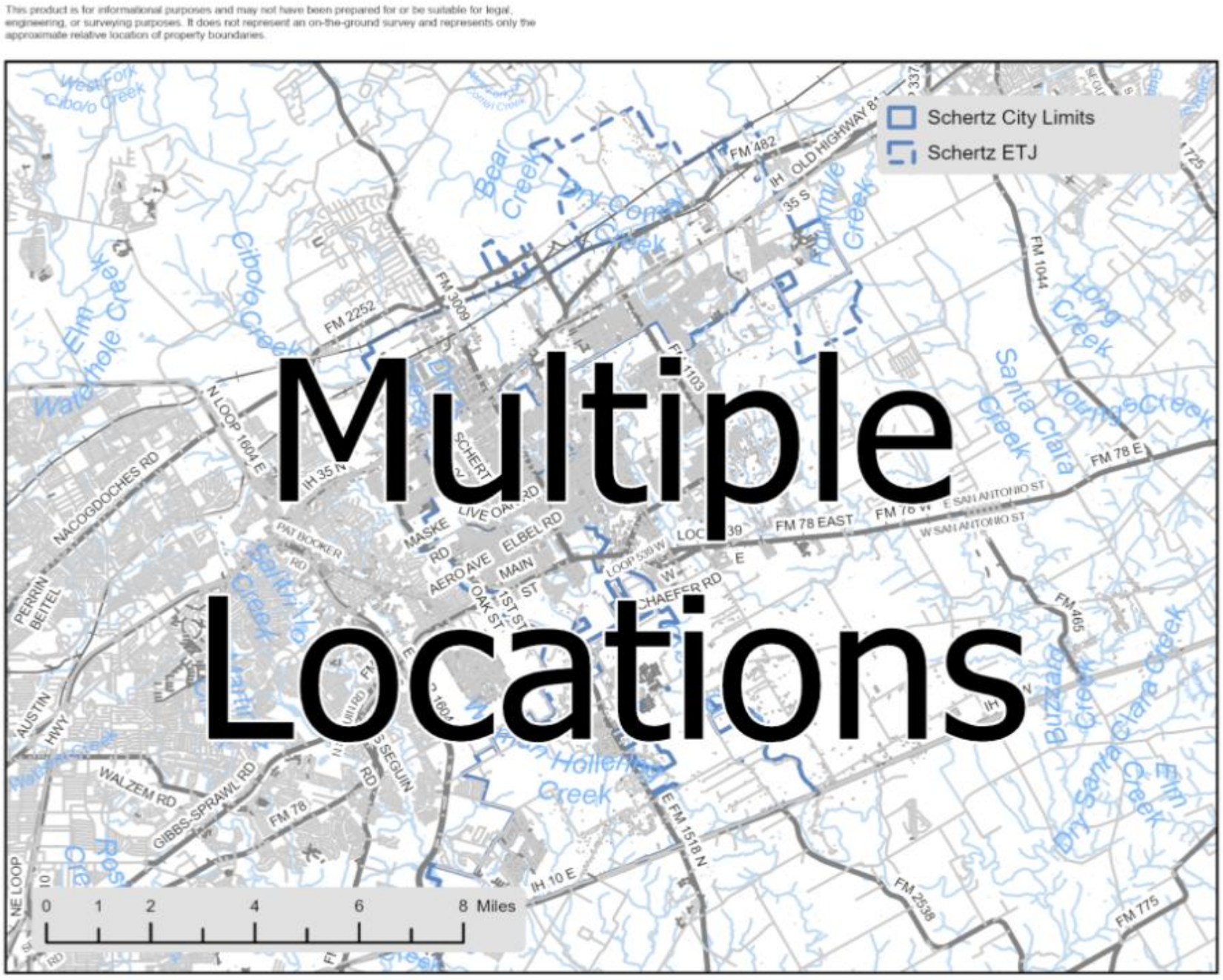
Funding Source	**Prior Appropriation**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-2036**	**Total Cost**
Bonds	$ 980,400	$ -	$ -	$ 167,000	$ -	$ -	$ -	$ 1,147,400
GF (public works)	$ 300,000	$ 10,000,000	$ -	$ -	$ -	$ 83,000	$ 3,250,000	$ 13,633,000
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding Source	$ 1,280,400	$ 10,000,000	$ -	$ 167,000	$ -	$ 83,000	$ 3,250,000	$ 14,780,400

Expenditure	**Prior Expenditure**							
Land Acquisition	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Professional Services	$ 230,000	$ 220,000	$ 190,000	$ 220,000	$ 200,000	$ 200,000	$ 3,250,000	$ 4,510,000
Construction	$ 1,050,400	$ 1,800,000	$ 1,800,000	$ 1,800,000	$ 1,770,000	$ 2,050,000	$ -	$ 10,270,400
Total Expenditure	$ 1,280,400	$ 2,020,000	$ 1,990,000	$ 2,020,000	$ 1,970,000	$ 2,250,000	$ 3,250,000	$ 14,780,400

Project Type: Transportation **Project Code:** 0

Project Title: Annual SPAM Project

Location:



Project Type: Transportation **Project Code:** TBD

Project Title: Wiederstein Rd Reconstruction and Extension

Project Manager: Engineering

Location Description: Wiederstein Rd, FM 3009 to FM 1103

Project Summary: Reconstruction of Old Wiederstein Rd between Cibolo Valley Drive and FM 1103 to the secondary arterial street section identified in the Master Thoroughfare Plan. Extension of Wiederstein road from FM 3009 to Cibolo Valley Drive as shown in the Master Thoroughfare Plan. Project anticipates using Capital Recovery and AAMPO funds for construction.

Start Date: Oct-26

Completion Date: Sep-34

Project Forecast

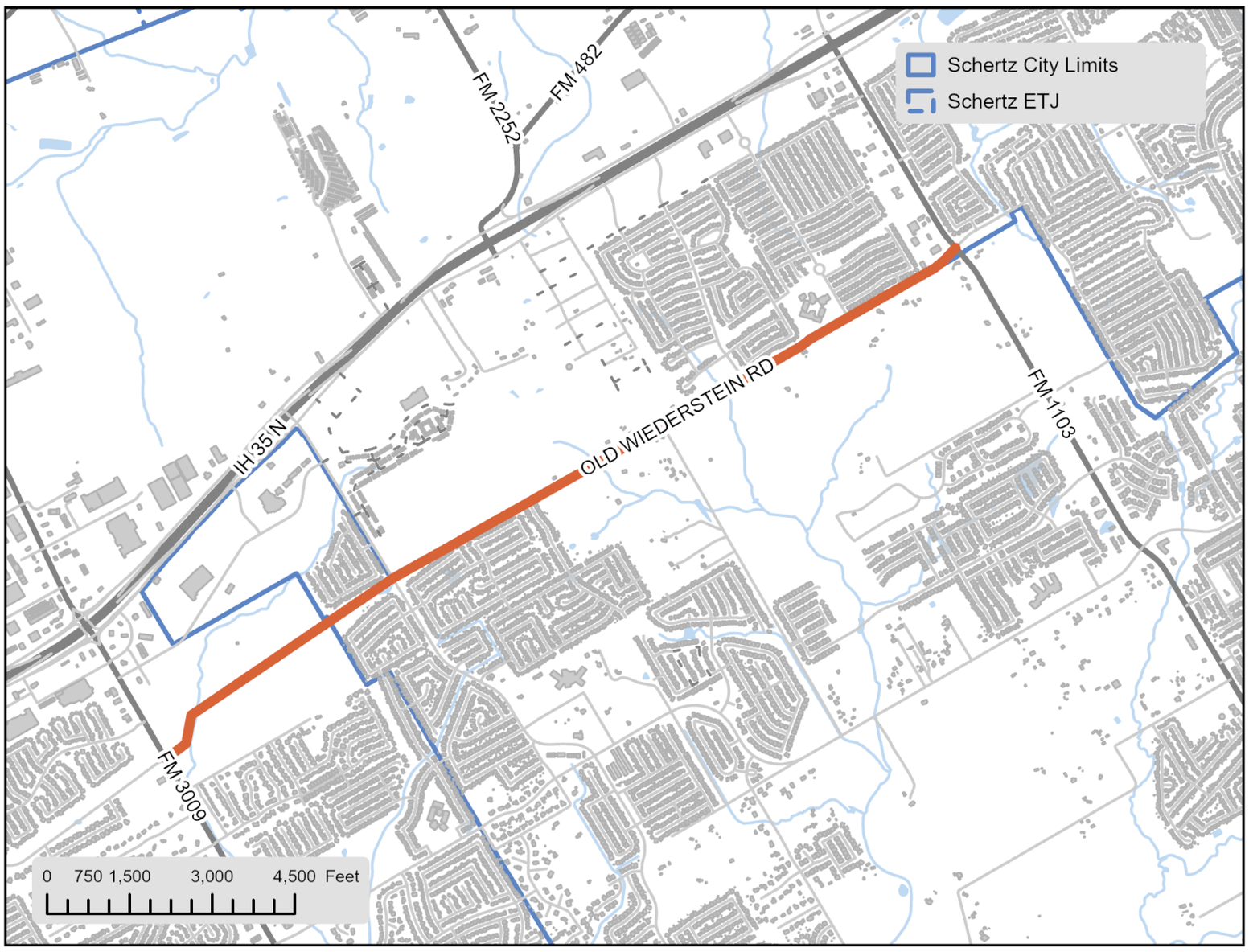
	Prior Appropriation	2026-27	2027-28	2028-29	2029-30	2030-31	2031-2036	Total Cost
Funding Source								
Bonds	$ -	$ -	$ -	$ -	$ -	$ 9,944,025	$10,616,225	$ 20,560,250
Grants	$ -	$ -	$ -	$ -	$ -	$ -	$0	$ -
Impact Fee Area 1	$ -	$ 1,200,000	$ -	$ -	$ -	$ -	$0	$ 1,200,000
Impact Fee Area 2	$ -	$ -	$ -	$ -	$ -	$ -	$0	$ -
Total Funding Source	$ -	$ -	$ -	$ -	$ -	$ 9,944,025	$ 10,616,225	$ 21,760,250
Expenditure	**Prior Expenditure**							
Land Acquisition	$ -	$ -	$ -	$ -	$ -	$ 2,240,000	$2,000,000	$ 4,240,000
Professional Services	$ -	$ 1,200,000	$ -	$ -	$ -	$ 552,025	$0	$ 1,752,025
Construction	$ -	$ -	$ -	$ -	$ -	$ 7,152,000	$8,616,225	$ 15,768,225
Total Expenditure	$ -	$ 1,200,000	$ -	$ -	$ -	$ 9,944,025	$ 10,616,225	$ 21,760,250

Project Type: Transportation **Project Code:** TBD

Project Title: Wiederstein Rd Reconstruction and Extension

Location:

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



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WIEDERSTEIN ROAD RECONSTRUCTION AND EXTENSION

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Agenda No. 8.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 17, 2026**
Department:	**Public Works**
Subject:	**Resolution 26-R-131 – Authorizing the City of Schertz to enter into an On-Call Concrete Service Agreement with Proficient Constructors, LLC, Westhill Paving, Inc., and Fanar 1 Enterprises, LLC (Director of Public Works Larry Busch)**

BACKGROUND

The City of Schertz requested proposals for an on-call concrete service contractors. This is an IDIQ Concrete Services contract, like we did back in 2022 and 2024.Three contractors provided proposals in response to the solicitation. Upon evaluation of the pricing and qualifications, City staff are recommending award to Proficient Constructors, LLC, Westhill Paving, Inc. and Fanar 1 Enterprises, LLC based upon cost-effectiveness and quality of responses. These contractors will be available for use citywide by various departments in accordance with the price list outlined in the agreements. This will be for individual projects that are under $100k and within the approved budget. All individual projects exceeding $100k will be presented to council separately per City Policy. If approved, the Agreement shall become effective upon the date of the final signature and shall remain in effect through October 31, 2029, with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in the Agreement.

Staff is recommending Council award to all three companies, because in the past staff has struggled to get a timely response from the on-call companies. When we are ready to contract the services in the agreement, we do so based on the availability of the contractor if it is a priority job and the value to the public since they do submit different cost per line item.

GOAL

To authorize the City Manager to enter into an On-Call Materials Service Agreement with Proficient Constructors, LLC, Westhill Paving, Inc. and Fanar 1 Enterprises, LLC.

COMMUNITY BENEFIT

The City will be able to contact any of the approved vendors for services needed within the scope of the agreement without going through the RFP process each time. This will result in an effective and efficient operational process.

SUMMARY OF RECOMMENDED ACTION

Approval of this resolution will allow the execution of this On-Call Materials Service agreement.

FISCAL IMPACT

Fiscal impact will vary depending on the specific project. The costs for services and associated fees are included in the Professional Service Agreements. Funding available for projects may be allocated within each fiscal year's operating budget.

RECOMMENDATION

Approval of Resolution 26-R-131.

Attachments

Resolution 26-R-131 with Attachments

RESOLUTION 26-R-131

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A SERVICE AGREEMENT FOR ON-CALL CONCRETE SERVICES WITH PROFICIENT CONSTRUCTORS, LLC, WESTHILL PAVING, INC, AND FANAR 1 ENTERPRISES, LLC, AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City staff has solicited and received proposals for on-call concrete services; and

WHEREAS, City staff have determined that Proficient Constructors, LLC, Westhill Paving, Inc., and Fanar 1 Enterprises, LLC is qualified to provide such services for the City; and

WHEREAS, the City staff has determined it is in the best interest of the City and its residents to contract these services; and

WHEREAS, the City Council desires to allow the City Manager to approve and execute the services agreement for on-call concrete services with Proficient Constructors, LLC, Westhill Paving, Inc., and Fanar 1 Enterprises, LLC.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the contract with Proficient Constructors, LLC, Westhill Paving, Inc., and Fanar 1 Enterprises, LLC in substantially the form set forth on Exhibit A ("Service Agreement, Proficient Constructors, LLC"), Exhibit B (Service Agreement, Westhill Paving, Inc.) and Exhibit C ("Service Agreement, Fanar 1 Enterprises, LLC).

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”

Service Agreement, Proficient Constructors, LLC

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and Proficient Constructors, LLC ("Contractor").

Section 1. Duration

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

Section 2. Scope of Work

(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".

(B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.

(C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation

(A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit "A" and as provided herein.

(B) *Billing Period.* Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Contractor's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

(D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

(1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

(3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.

(4) To the extent there is a conflict between this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination.

(A) Contract Times: Days

The Work is expected to be substantially completed within ____ calendar days after the Notice to Proceed is given ("Substantial Completion")

(B) Liquidated Damages

Contractor and Owner recognize that time is of the essence as stated above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in the Scope of Work, plus any extensions thereof allowed in accordance with the Contract. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will sustain actual damages because of such failure. The exact amount of such damage will be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of **Six hundred dollars ($600.00) per day** for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by Owner as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Work as

required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by the Owner as a result of the failure of Contractor to complete within the Contract Time.

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

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

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least $1,000,000 per occurrence for bodily injury and property damage or split limits of at least $1,000,000 for bodily injury per person per occurrence and $1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

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

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

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

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

Section 6. Miscellaneous Provisions

(A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

(C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

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

subsection.

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

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

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

(H) *Non-Boycott of Energy.* Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

(I) *Non-Boycott of Firearm Entity.* Pursuant to Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(J) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to fulfil the obligations of the Contractor regarding such facilities. The contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security,

public safety).

(K) **INTERLOCAL PARTICIPATION**

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

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

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

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

Section 7. <u>Termination</u>

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Contractor and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Contractor.

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for

those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

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

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided

herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

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

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

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

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

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

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

Certificate of Interested Parties

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

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

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

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

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

CITY:	**CONTRACTOR:**
By: _____	By: _____
Name: Steve Williams	Name: _____
Title: City Manager	Title: _____

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz Attn: Steve Williams, City Manager 1400 Schertz Parkway Schertz, Texas 78154	**Proficient Constructors, LLC** Attn: Iris Luna, President & CEO 2026 S Callaghan Rd San Antonio, TX 78227

Exhibit “A”

SCOPE OF WORK

Scope of Work

The contractor shall provide all equipment, materials, and personnel necessary to complete the following minimum requirements.

SECTION 8

COST PROPOSAL

Proposal of: Proficient Constructors, LLC
(Proposer Company Name)

To: **The City of Schertz**

RFP Title: **Concrete On-Call Services**

RFP#: **2026-011**

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

8.1 Pricing for Services

The proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

The City will not recognize or accept any charges or fees to perform the Services that are not specifically stated in this Cost Proposal

In this Cost Proposal, Proposer should describe each significant phase in the process of providing the Services to The City, and the time period within which Proposer proposes to be able to complete each such phase.

a. Cost Proposal Methodology

This section shall detail the individual line-item prices that were used to calculate the Complete Project Price.

PRICING SCHEDULE

**Unit Price Rates shall include all material, labor, mobilization fee, de-mob, permitting, signage and safety unless otherwise specified. For example, the placement of a 4" sidewalk segment per the City of Schertz standard details would include all permitting, mobilization, traffic control methods as required, the placement and compaction of 2" of flex base, steel reinforcement, backfill once forms are removed, site restoration as needed and other materials and labor. These items should reflect in the Unit Price Rates as well.

Specified Work			
PLACEMENT/ REMOVAL	**Sawtooth Curb and Gutter**	**Unit**	**Unit Price**
Placement	10 – 100	LF	**$55.50**
Placement	101 -200	LF	**$49.00**
Placement	201 – 500	LF	**$44.00**
Placement	501+ LF	LF	**$40.50**
Removal		LF	**$21.00**
PLACEMENT/ REMOVAL	**7” Curb Only**	**Unit**	**Unit Price**
Placement	10 – 100	LF	**$49.00**
Placement	101 -200	LF	**$43.00**
Placement	201 – 500	LF	**$39.50**
Placement	501+ LF	LF	**$36.00**
Removal		LF	**$17.50**
PLACEMENT/ REMOVAL	**Curb & Gutter**	**Unit**	**Unit Price**
Placement	10 – 100	LF	**$60.50**
Placement	101 -200	LF	**$53.50**
Placement	201-500	LF	**$49.00**
Placement	501+ LF	LF	**$44.00**
Removal		LF	**$21.00**
PLACEMENT/ REMOVAL	**4” Sidewalk**	**Unit**	**Unit Price**
Placement	10 – 100	SY	**$127.50**
Placement	101 -200	SY	**$111.00**

Placement	201 – 500	SY	**$102.00**
Placement	501+ LF	SY	**$92.50**
Removal		SY	**$46.50**
PLACEMENT/ REMOVAL	**6" Sidewalk**	**Unit**	**Unit Price**
Placement	10 – 100	SY	**$144.50**
Placement	101 -200	SY	**$127.50**
Placement	201 – 500	SY	**$116.00**
Placement	501+ LF	SY	**$106.50**
Removal		SY	**$52.00**
Specified Work, Cont.		**Unit**	**Unit Price**
Removal of Misc Concrete		SY	**$64.00**
Flush Curb (Ribbon Curb)		SY	**$191.00**
Concrete Riprap (5", w/#4 Steel at 12" on Center Each Way)		SY	**$162.00**
Miscellaneous Concrete Placement (w/#4 Steel at 12" on Center Each Way)		SY	**$173.50**
3ft Valley Gutters		LF	**$67.00**
Asphalt Patch/Repair Type D		SY	**$127.50**
Flowable Fill Placement		CY	**$375.50**
5ft Concrete Trickle Channel		LF	**$110.00**
Valve Box Concrete Encasement		CY	**$520.00**
Manhole Ring Concrete Encasement		CY	**$982.00**
5" Driveway Section		SY	**$139.00**
6" Driveway Section		SY	**$156.00**

ADA Curb Ramp (Type IV)	EA	**$3,927.50**
ADA Curb Ramp (Type II)	EA	**$4,158.00**
Non-Specified Fees	**Unit**	**Rate**
Non-Specified Work Labor Rate	Per Hour	**$58.00**
Invoice plus Mark Up %	%	**10%**
Mobilization Fee	Rate	**$850.00**
Demobilization Fee	Rate	**$850.00**
Signage & Safety Barricades	Rate (Daily, Weekly, Monthly)	**$250 / $1,000 / $3,000**
Pump Truck (per hour)	Per Hour	**$225.00**

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

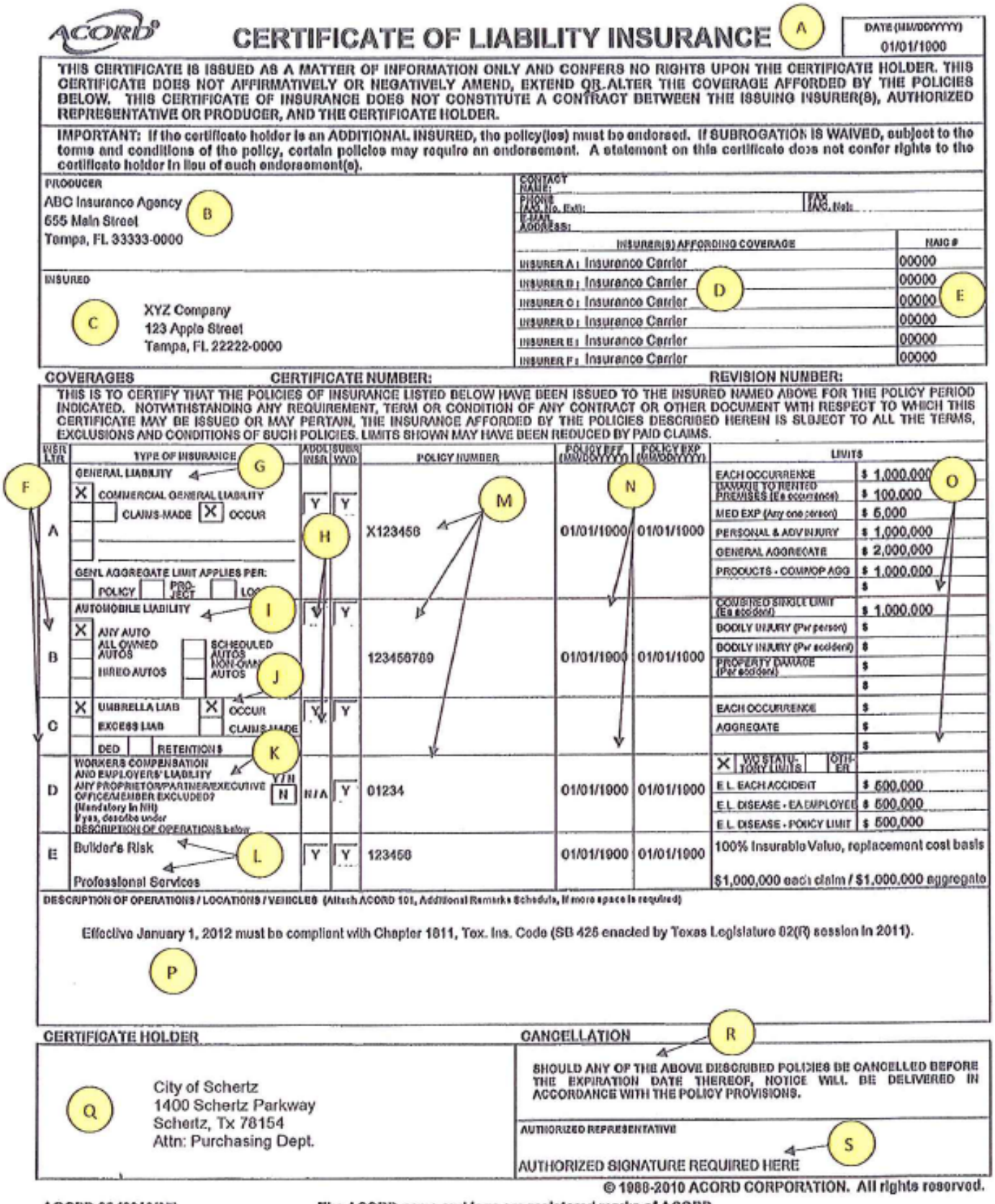
INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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



ACORD

CERTIFICATE OF LIABILITY INSURANCE

A

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

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

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

PRODUCER
ABC Insurance Agency
555 Main Street
Tampa, FL 33333-0000

B

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Carrier	00000
INSURER B : Insurance Carrier	00000
INSURER C : Insurance Carrier	00000
INSURER D : Insurance Carrier	00000
INSURER E : Insurance Carrier	00000
INSURER F : Insurance Carrier	00000

D

E

INSURED
C
XYZ Company
123 Apple Street
Tampa, FL 22222-0000

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

F

INSR LTR	TYPE OF INSURANCE	G	ADDL INSR	SUBR WVD	POLICY NUMBER	M	POLICY EFF (MM/DD/YYYY)	N	POLICY EXP (MM/DD/YYYY)	LIMITS	O
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	H	Y	Y	X123456		01/01/1000		01/01/1000	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 1,000,000 $	
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	I J	Y	Y	123456789		01/01/1000		01/01/1000	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $	
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	K	Y	Y						EACH OCCURRENCE $ AGGREGATE $ $	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Y	01234		01/01/1000		01/01/1000	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ 500,000 E.L. DISEASE - EA EMPLOYEE $ 500,000 E.L. DISEASE - POLICY LIMIT $ 500,000	
E	Builder's Risk Professional Services	L	Y	Y	123456		01/01/1900		01/01/1900	100% Insurable Value, replacement cost basis $1,000,000 each claim / $1,000,000 aggregate	

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

P

CERTIFICATE HOLDER

Q
City of Schertz
1400 Schertz Parkway
Schertz, Tx 78154
Attn: Purchasing Dept.

CANCELLATION

R

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

S

AUTHORIZED SIGNATURE REQUIRED HERE

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

Complete the certificate of insurance with the information listed below:

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

Exhibit “C”

EVIDENCE OF INSURANCE

Exhibit “B”

Service Agreement, Westhill Paving, Inc.

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and Westhill Paving, Inc. ("Contractor").

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

Section 2. Scope of Work
(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".

(B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.

(C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation
(A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit "A" and as provided herein.

(B) *Billing Period.* Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Contractor's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

(D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

(1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

(3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.

(4) To the extent there is a conflict between this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination.

(A) Contract Times: Days

The Work is expected to be substantially completed within ____ calendar days after the Notice to Proceed is given ("Substantial Completion")

(B) Liquidated Damages

Contractor and Owner recognize that time is of the essence as stated above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in the Scope of Work, plus any extensions thereof allowed in accordance with the Contract. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will sustain actual damages because of such failure. The exact amount of such damage will be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of **Six hundred dollars ($600.00) per day** for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by Owner as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Work as

required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by the Owner as a result of the failure of Contractor to complete within the Contract Time.

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

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

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least $1,000,000 per occurrence for bodily injury and property damage or split limits of at least $1,000,000 for bodily injury per person per occurrence and $1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

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

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

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

Section 6. Miscellaneous Provisions

(A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

(C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

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

subsection.

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

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

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

(H) *Non-Boycott of Energy.* Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

(I) *Non-Boycott of Firearm Entity.* Pursuant to Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(J) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to fulfil the obligations of the Contractor regarding such facilities. The contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security,

public safety).

(K) **INTERLOCAL PARTICIPATION**

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

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

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

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

Section 7. <u>Termination</u>

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Contractor and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Contractor.

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for

those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

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

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided

herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

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

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

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

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

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

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

Certificate of Interested Parties

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

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

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

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

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

CITY:	**CONTRACTOR:**
By: _____	By: _____
Name: Steve Williams	Name: _____
Title: City Manager	Title: _____

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz Attn: Steve Williams, City Manager 1400 Schertz Parkway Schertz, Texas 78154	**Westhill Paving, Inc.** Attn: Tomas Solares, Operations Manager 3012 FM 624, Suite A San Marcos, TX 78666

Exhibit “A”

SCOPE OF WORK

Scope of Work

The contractor shall provide all equipment, materials, and personnel necessary to complete the following minimum requirements.

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

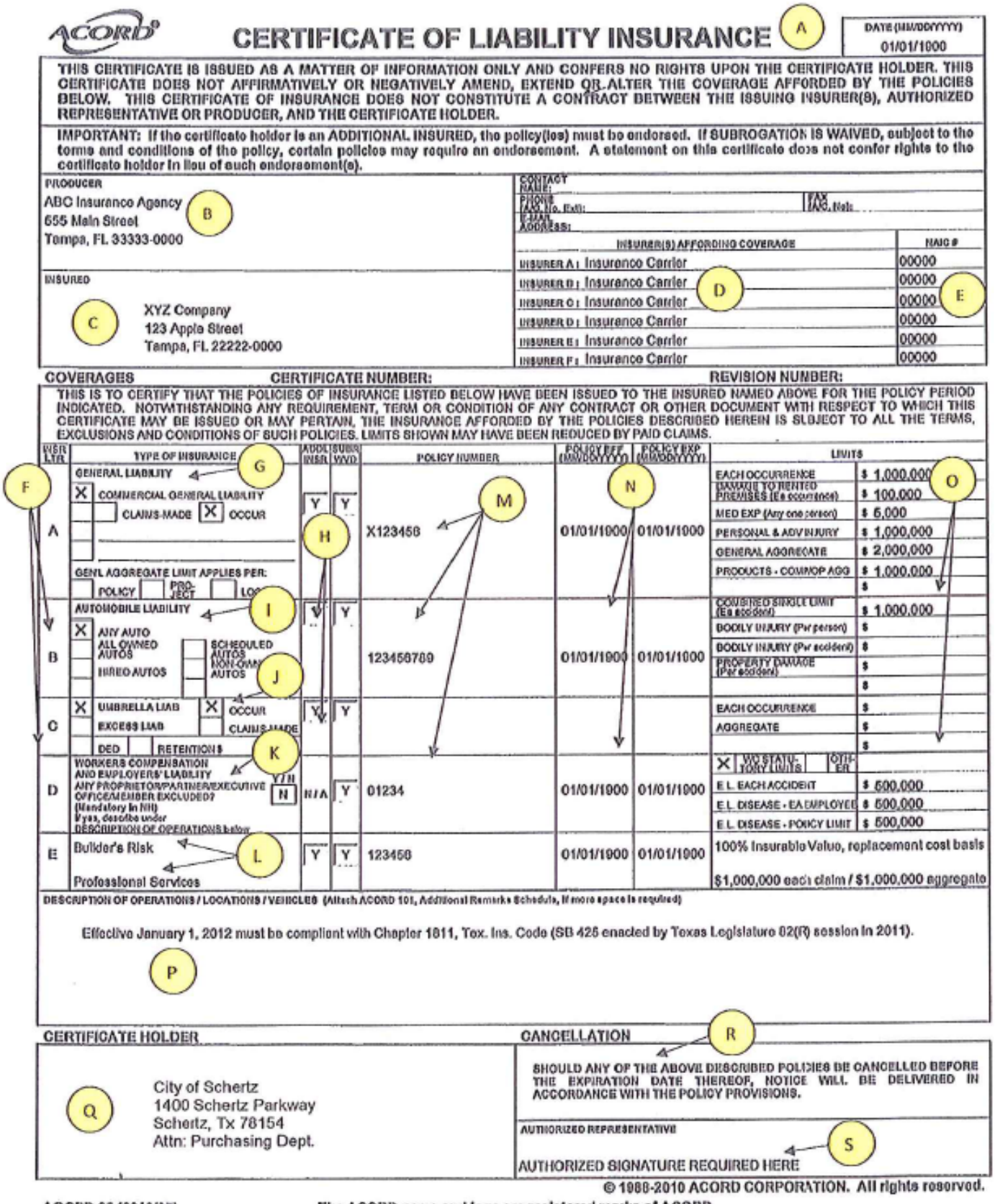
INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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



ACORD

CERTIFICATE OF LIABILITY INSURANCE

A

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

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

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

PRODUCER
ABC Insurance Agency
555 Main Street
Tampa, FL 33333-0000

B

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Carrier	00000
INSURER B : Insurance Carrier	00000
INSURER C : Insurance Carrier	00000
INSURER D : Insurance Carrier	00000
INSURER E : Insurance Carrier	00000
INSURER F : Insurance Carrier	00000

D

E

INSURED
C
XYZ Company
123 Apple Street
Tampa, FL 22222-0000

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

F

INSR LTR	TYPE OF INSURANCE	G	ADDL INSR	SUBR WVD	POLICY NUMBER	M	POLICY EFF (MM/DD/YYYY)	N	POLICY EXP (MM/DD/YYYY)	LIMITS	O
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	H	Y	Y	X123456		01/01/1000		01/01/1000	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 1,000,000 $	
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	I J	Y	Y	123456789		01/01/1000		01/01/1000	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $	
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	K	Y	Y						EACH OCCURRENCE $ AGGREGATE $ $	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Y	01234		01/01/1000		01/01/1000	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ 500,000 E.L. DISEASE - EA EMPLOYEE $ 500,000 E.L. DISEASE - POLICY LIMIT $ 500,000	
E	Builder's Risk Professional Services	L	Y	Y	123456		01/01/1900		01/01/1900	100% Insurable Value, replacement cost basis $1,000,000 each claim / $1,000,000 aggregate	

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

P

CERTIFICATE HOLDER

Q
City of Schertz
1400 Schertz Parkway
Schertz, Tx 78154
Attn: Purchasing Dept.

CANCELLATION

R

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

S

AUTHORIZED SIGNATURE REQUIRED HERE

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

Complete the certificate of insurance with the information listed below:

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

Exhibit “C”

EVIDENCE OF INSURANCE

SECTION 8

COST PROPOSAL

Proposal of: Westhill Paving, Inc.
(Proposer Company Name)

To: **The City of Schertz**

RFP Title: **Concrete On-Call Services**

RFP#: **2026-011**

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

8.1 Pricing for Services

The proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

The City will not recognize or accept any charges or fees to perform the Services that are not specifically stated in this Cost Proposal

In this Cost Proposal, Proposer should describe each significant phase in the process of providing the Services to The City, and the time period within which Proposer proposes to be able to complete each such phase.

a. Cost Proposal Methodology

This section shall detail the individual line-item prices that were used to calculate the Complete Project Price.

PRICING SCHEDULE

**Unit Price Rates shall include all material, labor, mobilization fee, de-mob, permitting, signage and safety unless otherwise specified. For example, the placement of a 4" sidewalk segment per the City of Schertz standard details would include all permitting, mobilization, traffic control methods as required, the placement and compaction of 2" of flex base, steel reinforcement, backfill once forms are removed, site restoration as needed and other materials and labor. These items should reflect in the Unit Price Rates as well.

Specified Work			
PLACEMENT/ REMOVAL	**Sawtooth Curb and Gutter**	**Unit**	**Unit Price**
Placement	10 – 100	LF	$330.00
Placement	101 -200	LF	$63.50
Placement	201 – 500	LF	$50.95
Placement	501+ LF	LF	$42.25
Removal		LF	$15.50
PLACEMENT/ REMOVAL	**7" Curb Only**	**Unit**	**Unit Price**
Placement	10 – 100	LF	$320.00
Placement	101 -200	LF	$61.50
Placement	201 – 500	LF	$48.00
Placement	501+ LF	LF	$40.00
Removal		LF	$15.50
PLACEMENT/ REMOVAL	**Curb & Gutter**	**Unit**	**Unit Price**
Placement	10 – 100	LF	$328.00
Placement	101 -200	LF	$62.50
Placement	201-500	LF	$49.95
Placement	501+ LF	LF	$41.25
Removal		LF	$15.50
PLACEMENT/ REMOVAL	**4" Sidewalk**	**Unit**	**Unit Price**
Placement	10 – 100	SY	$583.50
Placement	101 -200	SY	$152.00

Placement	201 – 500	SY	$127.40
Placement	501+ LF	SY	$113.00
Removal		SY	$69.75
PLACEMENT/ REMOVAL	**6" Sidewalk**	**Unit**	**Unit Price**
Placement	10 – 100	SY	$585.00
Placement	101 -200	SY	$153.00
Placement	201 – 500	SY	$129.00
Placement	501+ LF	SY	$114.00
Removal		SY	$70.75
Specified Work, Cont.		**Unit**	**Unit Price**
Removal of Misc Concrete		SY	$69.75
Flush Curb (Ribbon Curb)		SY	$320.00
Concrete Riprap (5", w/#4 Steel at 12" on Center Each Way)		SY	$392.00
Miscellaneous Concrete Placement (w/#4 Steel at 12" on Center Each Way)		SY	$392.00
3ft Valley Gutters		LF	$328.00
Asphalt Patch/Repair Type D		SY	$140.00
Flowable Fill Placement		CY	$859.00
5ft Concrete Trickle Channel		LF	$340.00
Valve Box Concrete Encasement		CY	$1,250.00
Manhole Ring Concrete Encasement		CY	$1.250.00
5" Driveway Section		SY	$390.00
6" Driveway Section		SY	$392.00

ADA Curb Ramp (Type IV)	EA	$6,900.00
ADA Curb Ramp (Type II)	EA	$6,900.00
Non-Specified Fees	**Unit**	**Rate**
Non-Specified Work Labor Rate	Per Hour	$375.00
Invoice plus Mark Up %	%	20%
Mobilization Fee	Rate	$2,400.00
Demobilization Fee	Rate	$500.00
Signage & Safety Barricades	Rate (Daily, Weekly, Monthly)	$900.00, $4,500.00, $21,600.00
Pump Truck (per hour)	Per Hour	$195.00

Exhibit “C”

Service Agreement, Fanar 1 Enterprises, LLC

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and Fanar 1 Enterprise, LLC ("Contractor").

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

Section 2. Scope of Work
(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".

(B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.

(C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation
(A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit "A" and as provided herein.

(B) *Billing Period.* Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Contractor's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

(D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

(1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

(3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.

(4) To the extent there is a conflict between this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination.

(A) Contract Times: Days

The Work is expected to be substantially completed within ____ calendar days after the Notice to Proceed is given ("Substantial Completion")

(B) Liquidated Damages

Contractor and Owner recognize that time is of the essence as stated above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in the Scope of Work, plus any extensions thereof allowed in accordance with the Contract. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will sustain actual damages because of such failure. The exact amount of such damage will be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of **Six hundred dollars ($600.00) per day** for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by Owner as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Work as

required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by the Owner as a result of the failure of Contractor to complete within the Contract Time.

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

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

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least $1,000,000 per occurrence for bodily injury and property damage or split limits of at least $1,000,000 for bodily injury per person per occurrence and $1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

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

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

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

Section 6. Miscellaneous Provisions

(A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

(C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

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

subsection.

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

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

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

(H) *Non-Boycott of Energy.* Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

(I) *Non-Boycott of Firearm Entity.* Pursuant to Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(J) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to fulfil the obligations of the Contractor regarding such facilities. The contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security,

public safety).

(K) **INTERLOCAL PARTICIPATION**

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

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

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

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

Section 7. <u>Termination</u>

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Contractor and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Contractor.

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for

those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

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

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided

herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

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

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

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

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

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

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

Certificate of Interested Parties

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

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

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

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

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

CITY:	**CONTRACTOR:**
By: _____	By: _____
Name: Steve Williams	Name: _____
Title: City Manager	Title: _____

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz Attn: Steve Williams, City Manager 1400 Schertz Parkway Schertz, Texas 78154	**Fanar 1 Enterprise, LLC** Attn: Genesis Barlin, Contract Manager 4606 FM 1960 W., Suite 430 Houston,TX 77069

Exhibit “A”

SCOPE OF WORK

Scope of Work

The contractor shall provide all equipment, materials, and personnel necessary to complete the following minimum requirements.

SECTION 8

COST PROPOSAL

Proposal of: _ **FANAR 1 ENTERPRISE LLC**
(Proposer Company Name)

To: **The City of Schertz**

RFP Title: **Concrete On-Call Services**

RFP#: **2026-011**

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

8.1 Pricing for Services

The proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

The City will not recognize or accept any charges or fees to perform the Services that are not specifically stated in this Cost Proposal

In this Cost Proposal, Proposer should describe each significant phase in the process of providing the Services to The City, and the time period within which Proposer proposes to be able to complete each such phase.

a. Cost Proposal Methodology

This section shall detail the individual line-item prices that were used to calculate the Complete Project Price.

PRICING SCHEDULE

**Unit Price Rates shall include all material, labor, mobilization fee, de-mob, permitting, signage and safety unless otherwise specified. For example, the placement of a 4" sidewalk segment per the City of Schertz standard details would include all permitting, mobilization, traffic control methods as required, the placement and compaction of 2" of flex base, steel reinforcement, backfill once forms are removed, site restoration as needed and other materials and labor. These items should reflect in the Unit Price Rates as well.

Specified Work			
PLACEMENT/ REMOVAL	**Sawtooth Curb and Gutter**	**Unit**	**Unit Price**
Placement	10 – 100	LF	**$58.00**
Placement	101 -200	LF	**$45.00**
Placement	201 – 500	LF	**$38.00**
Placement	501+ LF	LF	**$34.00**
Removal		LF	**$14.00**
PLACEMENT/ REMOVAL	**7” Curb Only**	**Unit**	**Unit Price**
Placement	10 – 100	LF	**$45.00**
Placement	101 -200	LF	**$34.00**
Placement	201 – 500	LF	**$28.00**
Placement	501+ LF	LF	**$25.00**
Removal		LF	**$11.00**
PLACEMENT/ REMOVAL	**Curb & Gutter**	**Unit**	**Unit Price**
Placement	10 – 100	LF	**$55.00**
Placement	101 -200	LF	**$42.00**
Placement	201-500	LF	**$35.00**
Placement	501+ LF	LF	**$31.00**
Removal		LF	**$14.00**
PLACEMENT/ REMOVAL	**4” Sidewalk**	**Unit**	**Unit Price**
Placement	10 – 100	SY	**$125.00**
Placement	101 -200	SY	**$95.00**

Placement	201 – 500	SY	**$82.00**
Placement	501+ LF	SY	**$75.00**
Removal		SY	**$22.00**
PLACEMENT/ REMOVAL	**6" Sidewalk**	**Unit**	**Unit Price**
Placement	10 – 100	SY	**$145.00**
Placement	101 -200	SY	**$115.00**
Placement	201 – 500	SY	**$100.00**
Placement	501+ LF	SY	**$90.00**
Removal		SY	**$27.00**
Specified Work, Cont.		**Unit**	**Unit Price**
Removal of Misc Concrete		SY	**$30.00**
Flush Curb (Ribbon Curb)		SY	**$105.00**
Concrete Riprap (5", w/#4 Steel at 12" on Center Each Way)		SY	**$100.00**
Miscellaneous Concrete Placement (w/#4 Steel at 12" on Center Each Way)		SY	**$115.00**
3ft Valley Gutters		LF	**$48.00**
Asphalt Patch/Repair Type D		SY	**$85.00**
Flowable Fill Placement		CY	**$295.00**
5ft Concrete Trickle Channel		LF	**$78.00**
Valve Box Concrete Encasement		CY	**$950.00**
Manhole Ring Concrete Encasement		CY	**$1,050.00**
5" Driveway Section		SY	**$100.00**
6" Driveway Section		SY	**$110.00**

ADA Curb Ramp (Type IV)	EA	**$3,250.00**
ADA Curb Ramp (Type II)	EA	**$2,950.00**
Non-Specified Fees	**Unit**	**Rate**
Non-Specified Work Labor Rate	Per Hour	**$58.00**
Invoice plus Mark Up %	%	**12%**
Mobilization Fee	Rate	**$350.00**
Demobilization Fee	Rate	**$150.00**
Signage & Safety Barricades	Rate (Daily, Weekly, Monthly)	**$75/day; $300/week $900/month**
Pump Truck (per hour)	Per Hour	**$225.00**

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

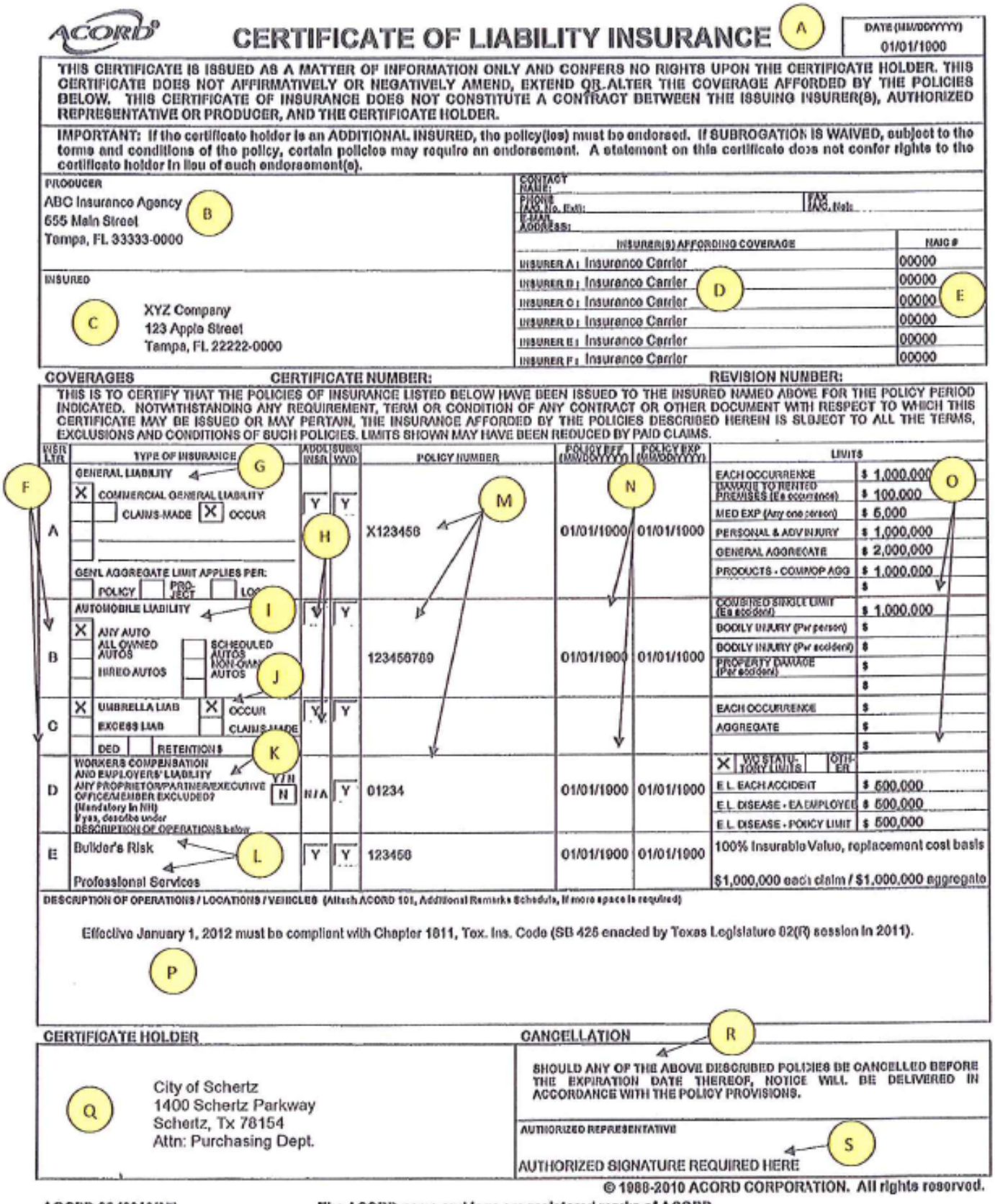
INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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



ACORD

CERTIFICATE OF LIABILITY INSURANCE

A

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

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

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

PRODUCER
ABC Insurance Agency
555 Main Street
Tampa, FL 33333-0000

B

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Carrier	00000
INSURER B : Insurance Carrier	00000
INSURER C : Insurance Carrier	00000
INSURER D : Insurance Carrier	00000
INSURER E : Insurance Carrier	00000
INSURER F : Insurance Carrier	00000

D

E

INSURED
C
XYZ Company
123 Apple Street
Tampa, FL 22222-0000

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

F

INSR LTR	TYPE OF INSURANCE	G	ADDL INSR	SUBR WVD	POLICY NUMBER	M	POLICY EFF (MM/DD/YYYY)	N	POLICY EXP (MM/DD/YYYY)	LIMITS	O
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	H	Y	Y	X123456		01/01/1000		01/01/1000	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 1,000,000 $	
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	I J	Y	Y	123456789		01/01/1000		01/01/1000	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $	
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	K	Y	Y						EACH OCCURRENCE $ AGGREGATE $ $	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Y	01234		01/01/1000		01/01/1000	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ 500,000 E.L. DISEASE - EA EMPLOYEE $ 500,000 E.L. DISEASE - POLICY LIMIT $ 500,000	
E	Builder's Risk Professional Services	L	Y	Y	123456		01/01/1900		01/01/1900	100% Insurable Value, replacement cost basis $1,000,000 each claim / $1,000,000 aggregate	

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

P

CERTIFICATE HOLDER

Q
City of Schertz
1400 Schertz Parkway
Schertz, Tx 78154
Attn: Purchasing Dept.

CANCELLATION

R

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

S

AUTHORIZED SIGNATURE REQUIRED HERE

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

Complete the certificate of insurance with the information listed below:

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

Exhibit “C”

EVIDENCE OF INSURANCE

Agenda No. 9.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 17, 2026**
Department:	**Planning & Community Development**
Subject:	**Ordinance 26-S-033 - Conduct a public hearing and consider a zone change request on approximately 8 acres of land from Single-Family Residential District (R-2) to Planned Development District (PDD), generally located approximately 2,500 feet northeast of the intersection of E FM 1518 and Maske Road, specifically known as a portion of Guadalupe County Property Identification Number 64582, Guadalupe County, City of Schertz, Texas (Senior Planner Daisy Marquez)**

BACKGROUND

The applicant is requesting to rezone approximately 8 acres of land from Single-Family Residential District (R-2) to Planned Development District (PDD). The subject property is not platted and is located within the Accident Potential Zone-II (APZ II). The intent of the Planned Development District (PDD) is to restrict development within the APZ-II and leave the subject 8-acres as open space.

The property is located in the APZ II and the proposed Planned Development District (PDD) for the subject 8-acres has received an affirmative recommendation from Joint Base San Antonio- Randolph (JBSA) as per UDC Section 21.5.9.A.2.

On September 24, 2026, seven (7) public hearing notices were mailed to the surrounding property owners within 200-feet of the subject property. At the time of the report, two (2) responses in favor, zero (0) responses neutral, and zero (0) responses in opposition were received. The Planning and Zoning Commission held a public hearing for the item at the October 7, 2026 meeting. A public hearing notice sign was placed on the property by the applicant.

Subject Property:

	Zoning	**Land Use**
Existing	Single-Family Residential (R-2)	Undeveloped
Proposed	Planned Development District (PRE)	Open Space

Adjacent Properties:

	Zoning	**Land Use**
North	Single-Family Residential District (R-2)	Undeveloped
South	Right-of-Way	Maske Road- Commercial Collector (70' ROW)
East	Single-Family Residential District (R-2)	Undeveloped and Creek
West	General Business District (GB)	City of Schertz Soccer Fields

Proposed Planned Development District:
The intent of the Planned Development District (PDD) on the approximately 8 acres, is to restrict development within the APZ-II. The base zoning district of the proposed PDD is Public Use District (PUB). The additional conditions of the proposed Planned Development District (PDD) are as follows:

- the property shall remain as open space
- utilities are permissible within the 8-acres
- Schools shall be prohibited within the 8-acres of the PDD area.

Other than the conditions stated above and in the PDD conditions, the 8-acres of the proposed PDD area will follow the standards of the Public Use District (PUB).

Zoning:

Table 21.5.7.A Dimensional Requirements for Residential Zoning District
Table 21.5.7.B Dimensional Requirements for Non-Residential Zoning Districts

			Minimum Lot Size and Dimensions			Minimum Yard Setbacks			Miscellaneous Lot Requirements	
	Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Max Height	Max Impervious Coverage
Existing	R-2	Single-Family Residential	8,400	70	100	25	10	20	35	50%
Proposed	PDD	Planned Development District - PUB	10,000	100	100	25	0' adj. to non-res. 25' adj. to res.	0' adj. to non-res. 15' adj. to res.	n/a	70%

GOAL
The applicant is proposing to rezone approximately 8 acres of land from Single-Family Residential District (R-2) to Planned Development District (PDD) for open space.

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

SUMMARY OF RECOMMENDED ACTION
When considering Planned Development Districts, Staff looks toward the criteria for approval in UDC Section 21.5.10.F.

1. Whether the proposed PDD implements the policies of the adopted Comprehensive Land Plan;
The proposed PDD implements the policies of the Comprehensive Land Use Plan. The Comprehensive Land Use Plan- Future Land Use Map has the subject property designated as Complete Neighborhood. The intent of the Complete Neighborhood Land Use Designation is for a mixture of housing options while considering the appropriateness of density and commercial development with roadway classification, conflict among land uses and buildings. The subject 8-acres are to the east of the Schertz Soccer fields and located within the APZ-II. The PDD is proposing to restrict development to open space to ensure minimal conflict with the APZ-II, which meets the intent of the Future Land Use

Designation.

2. Whether the proposed PDD promotes the health, safety, or general welfare of the City and the safe, orderly, efficient and healthful development of the City;
As part of promoting the health, safety, and welfare, the City should encourage development compatible with surrounding uses, utilizing standards and transitional uses to alleviate negative impacts. Any new development is required to meet the site design standards listed in Article 9 of the Unified Development Code. The subject property is located within the Air Installation Compatible Use Zone District (AICUZ), specifically the Accident Potential Zone II (APZ-II). As per UDC Section 21.5.9 Special Districts, unless Randolph Air Force Base affirmatively recommends to the City that the proposed development or zoning change in the AICUZ be permitted, the development or zoning change will not be approved by the City. The proposed Planned Development District (PDD) was able to obtain an affirmative recommendation from Join Base San Antonio- Randolph. The proposed PDD promotes the safe and orderly development of the City by restricting development within the APZ-II, which promotes the health, safety, and welfare of the City.

As part of the zone change, the Engineering Department reviewed the TIA submitted and came to the conclusion that there is no adverse impact to the City's transportation system with the proposed PDD.

With the proposed PDD restricting development to be compatible with the APZ-II, and impact to the City's transportation system being not adverse, the proposed PDD promotes the health, safety, and general welfare of the City.

3. Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified;
The proposed PDD with a base zoning district of Public Use District (PUB) is appropriate in the immediate area of the land to be reclassified. To the east of the subject property is undeveloped land, to the west are the Schertz Soccer Fields, and to the North is undeveloped land. The proposed use of the site for open space is appropriate within the immediate area of the land to be reclassified.

4. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers or other public services and utilities to the area;
As the site goes through the development process, staff will ensure the site meets all street, water and sewer requirements. Schools are not compatible within the APZ-II. The PDD prevents the development of public schools due to the site being encumbered by the APZ-II. The site is within the Schertz and CCMA North sewer impact fee area and the Schertz and SSLGC water impact fee area. The property is adjacent to Maske Road, a Commercial Collector, and Engineering will make a determination on the final required improvements to Maske Road during the development process.

5. The extent to which the proposed PDD will result in a superior development than could be achieved through conventional zoning;
A PDD is the only avenue available to restrict development within the APZ-II to ensure minimal land use conflict. Without a PDD, and with the current zoning district of the subject property, the property owner would be able to develop Single-Family Residential under the R-2 dimensional requirements, which could potentially allow the development of 41 single-family residences, not including streets and easements, directly within the APZ-II. The proposed PDD is able to prevent the development of Single-Family homes within the APZ-II, which provides a superior development than with conventional zoning.

6. Whether all of the applicant's back taxes owed to the City have been paid in full (no application will receive final approval until all back taxes are paid in full); and,
All back taxes have been paid.

7. Whether other criteria are met which, at the discretion of the Planning and Zoning Commission and City Council, are deemed relevant and important in the consideration of the amendment.
Staff has ensured the proposed PDD has met the UDC requirements. The City of Schertz EMS, Police Department, and Fire Department have reviewed the proposed zone change and do not provide objections. JBSA-Randolph has provided a letter of affirmative recommendation as per UDC Section 21.5.9.A.

The Planning and Zoning Commission held a public hearing for the item at the October 7, 2026, Planning and Zoning Commission Meeting.

RECOMMENDATION

Staff Recommendation:
Staff recommends approval of Ord.26-S-033 as the proposed Planned Development District promotes the policies of the Comprehensive Land Use Plan, lowers conflict among land uses, and provides for a superior development than could be achieved through conventional zoning.

Planning and Zoning Commission Recommendation:
The Planning and Zoning Commission held a public hearing for the item at the October 7, 2026, Planning and Zoning Commission meeting and made a recommendation of approval with a unanimous vote to City Council.

Attachments

Ord. 26-S-033 With Attachments
200-foot Notification Map
Public Hearing Responses
Zone Change Exhibit
PDD Conditions
Engineering TIA Summary
JBSA- Randolph Affirmative Recommendation
City Council Presentation Slides

ORDINANCE NO. 26-S-033

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, TO REZONE APPROXIMATELY 8 ACRES OF LAND FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-2) TO PLANNED DEVELOPMENT DISTRICT (PDD), GENERALLY LOCATED APPROXIMATELY 2,500 FEET NORTHEAST OF THE INTERSECTION OF E FM 1518 AND MASKE ROAD, SPECIFICALLY KNOWN AS A PORTION OF GUADALUPE COUNTY PROPERTY IDENTIFICATION NUMBER 64582, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.

WHEREAS, an application to rezone approximately 8 acres of land from Single-Family Residential District (R-2) to Planned Development District (PDD), generally located approximately 2,500 feet northeast of the intersection of E FM 1518 and Maske Road, specifically known as a portion of Guadalupe Property Identification Number 64582, more specifically described in Exhibit "A" attached herein (herein, the "Property") has been filed with the City; and

WHEREAS, the City's Unified Development Code Section 21.5.10.F. 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 zone change to Planned Development District (PDD) (the "Criteria"); and

WHEREAS, on October 7, 2026, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested zone change to Planned Development District (PDD) according to the development standards set forth in Exhibit "B" attached herein (the "Development Standards") with a unanimous vote; and

WHEREAS, on November 17, 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", approximately 8 acres of land is hereby zoned Planned Development District (PDD) as per Exhibit "B".

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

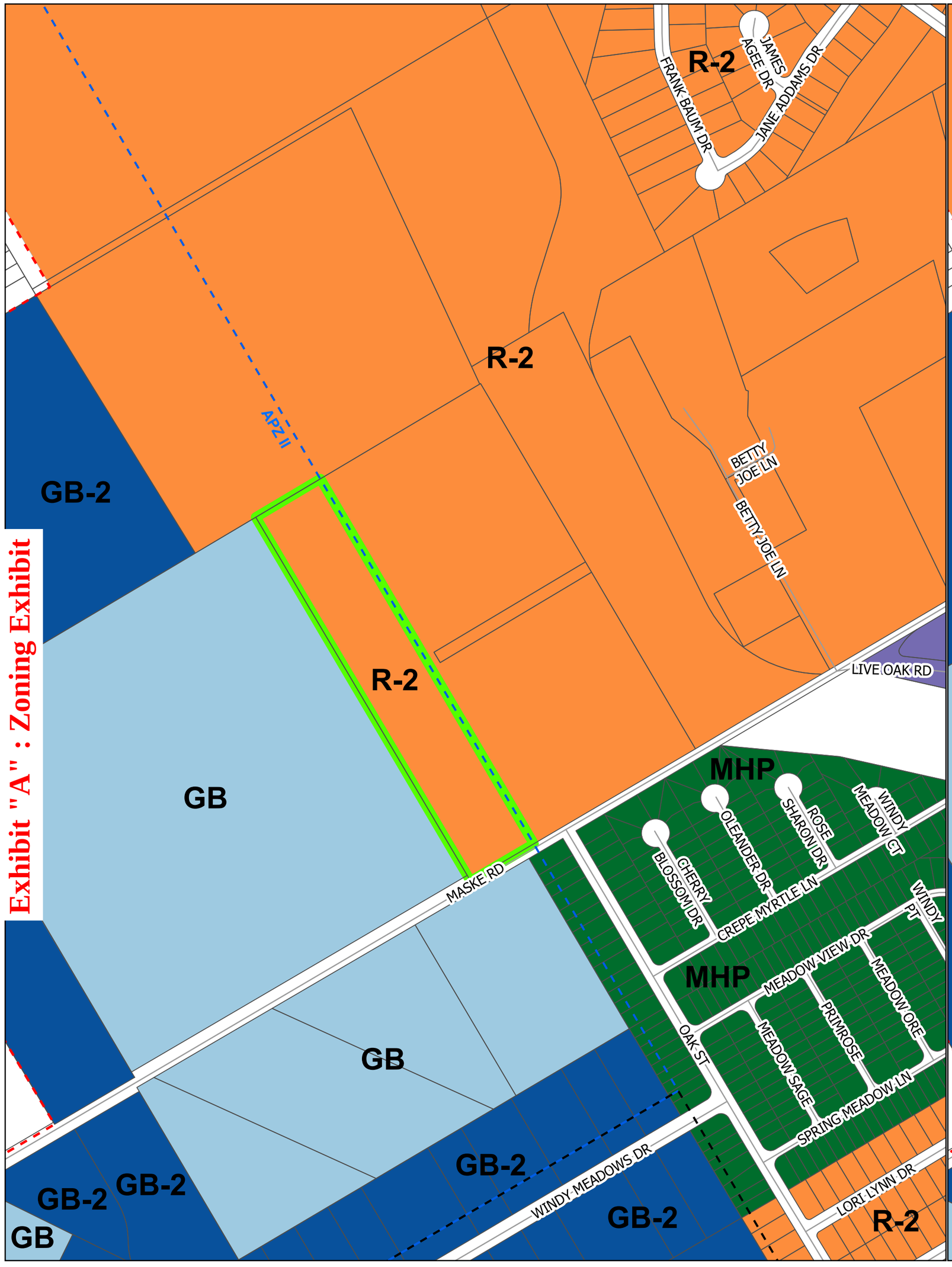
_____
Ralph Rodriguez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Exhibit “A”
Zoning Exhibit

Exhibit "A" : Zoning Exhibit





SCHERTZ
COMMUNITY★SERVICE★OPPORTUNITY

Last update: August 28, 2026

City of Schertz, GIS Specialist: Angelica Gonzales,
gis@schertz.com (210) 619-1174

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Proposed Zoning Change

GCAD Property ID 64582 (PLPDD20260052)

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)
- (DVL) Development Agreement (Delayed Annexation)

N W E S

0 150 300 600 Feet

Exhibit “B”
Development Standards

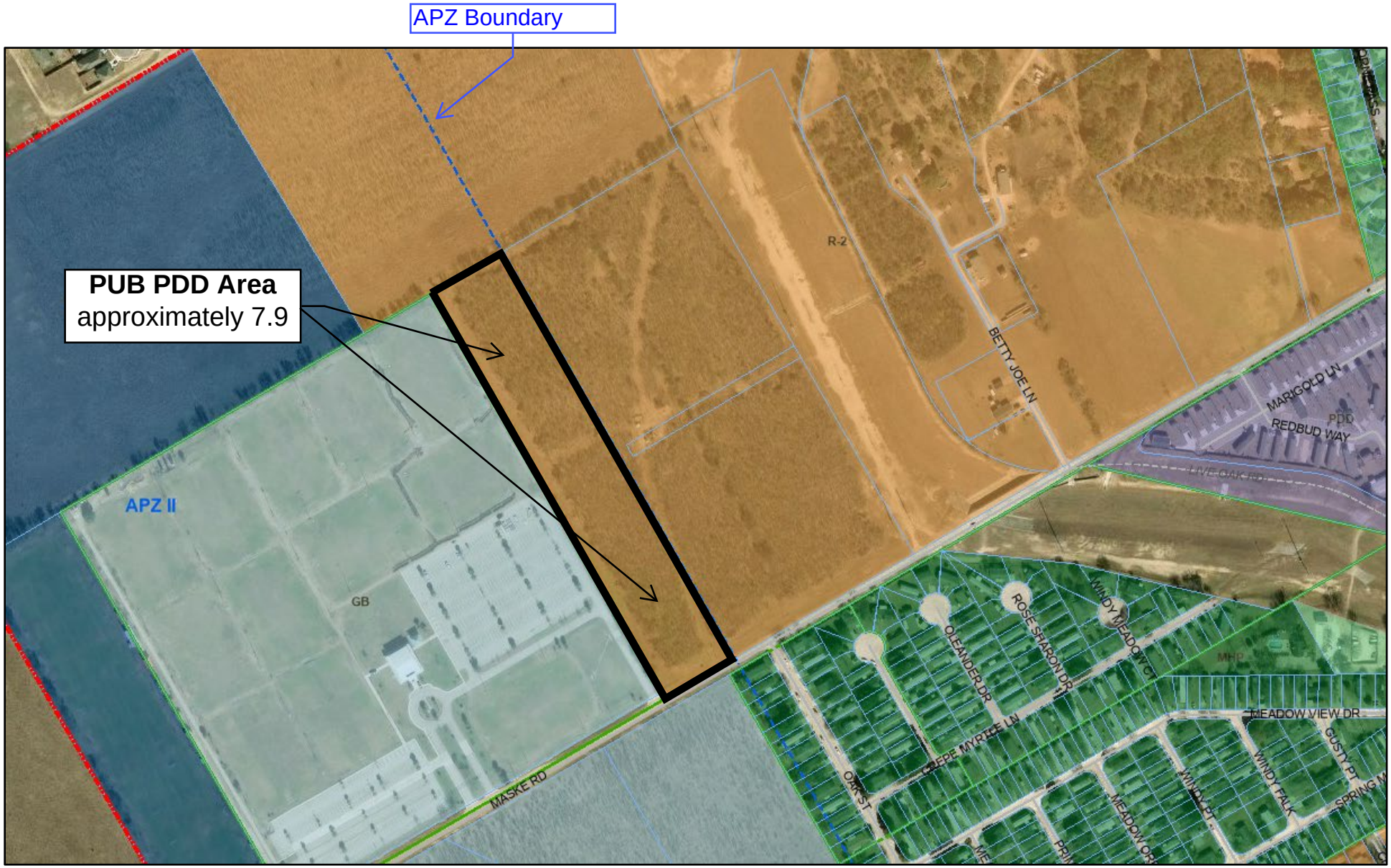
Exhibit "B" : Development Standards

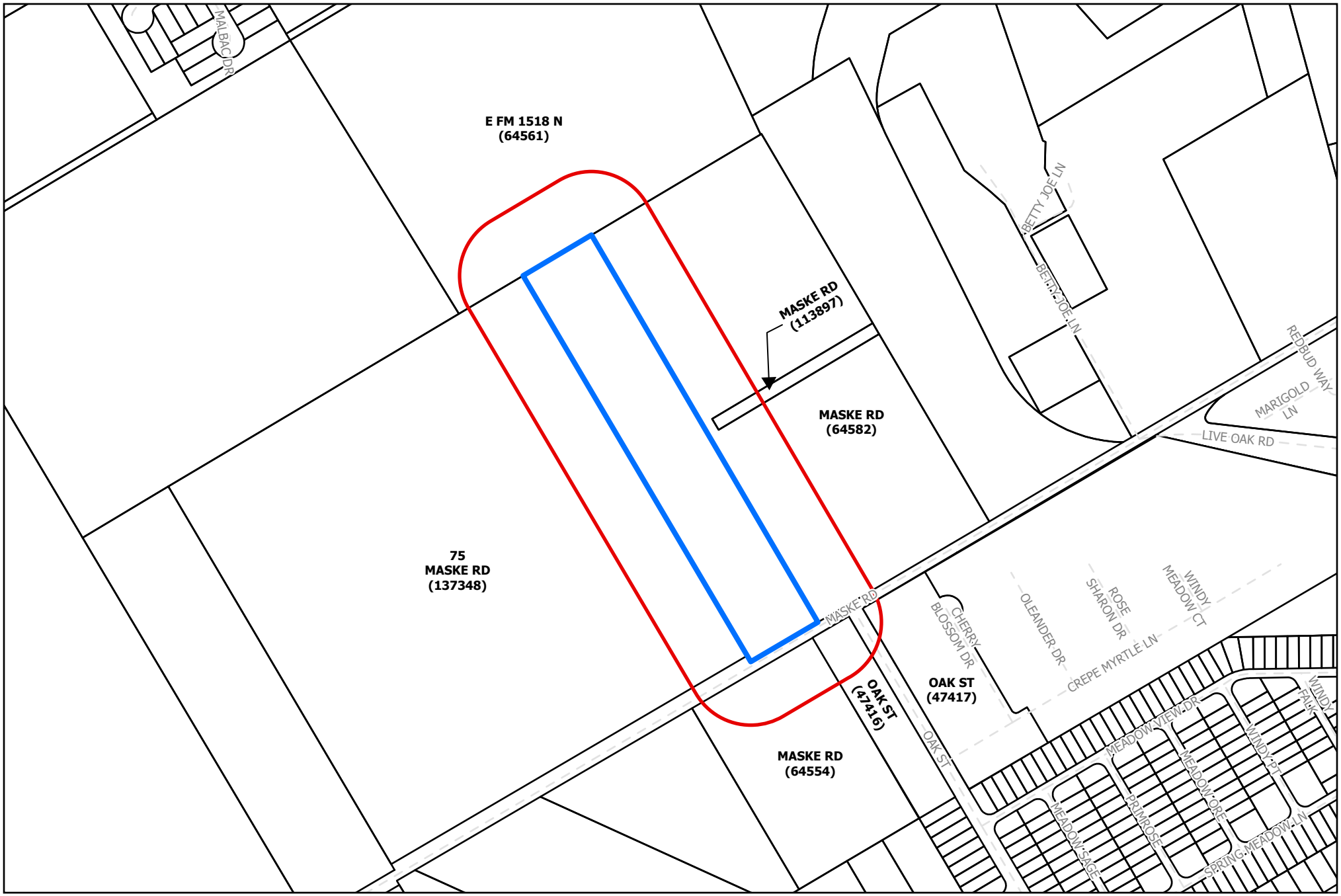
Planned Development District ("PDD") Conditions for the Property Located Out of 189 Maske Rd and 2550 Betty Joe, Schertz, Texas 78154

Approximately 7.9 acres ("Property") out of 189 Maske Road and 2550 Betty Joe is located within the City of Schertz Air Installation Compatible Use Zone District (AICUZ). The Property is within Accident Potential Zone II. In an effort to comply with City and Military recommendations, development of the Property will be restricted through this PDD.

Property Address:	Generally located on Maske Road, east of soccer fields Out of Guadalupe County Appraisal District Parcel #64582
Base Zoning District:	Public Use District (PUB)
Overlay(s):	APZ II
Conditions:	The PDD shall be based on the PUB zoning district, and all uses shall comply with the standards of the PUB zoning district, provided, however, the Property shall remain as open space. Utilities are permissible within this area. Schools shall be prohibited on the Property.

Public Use District Planned Development District
PUB PDD





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COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last update: August 28, 2026

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

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City of Schertz

Proposed Zone Change
MASKE RD
GCAD Property ID 64582
(PLPDD20260052)

Project Boundary
200' Buffer
Parcels

N
W E
S

0 200 400 800
Feet

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PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

September 23, 2026

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, October 7th, 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:

PLPDD20260052 - Hold a public hearing and make a recommendation on a zone change request on approximately 8 acres of land from Single-Family Residential District (R-2) to Planned Development District (PDD), generally located approximately 2,500 feet northeast of the intersection of E FM 1518 and Maske Road, specifically known as a portion of Guadalupe County Property Identification Number 64582, Guadalupe County, City of Schertz, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Daisy Marquez, Senior Planner at 1400 Schertz Parkway, Bldg. 1, Schertz, Texas 78154, or by e-mail planning@schertz.com. If you have any questions, please feel free to call Daisy Marquez, 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 **PLPDD20260052**

COMMENTS: _____

NAME: Pamela Velasco (PLEASE PRINT) SIGNATURE Pamela Velasco

STREET ADDRESS: Guadalupe Property ID #'s: 64582 & 113897

DATE: 9-28-26





SCHERTZ
COMMUNITY★SERVICE★OPPORTUNITY

Last update: August 28, 2026

City of Schertz, GIS Specialist: Angelica Gonzales,
gis@schertz.com (210) 619-1174

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Proposed Zoning Change

GCAD Property ID 64582 (PLPDD20260052)

Classification

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- (MSMU) Main Street Mixed Use
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- (M-1) Manufacturing (Light)
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N W E S

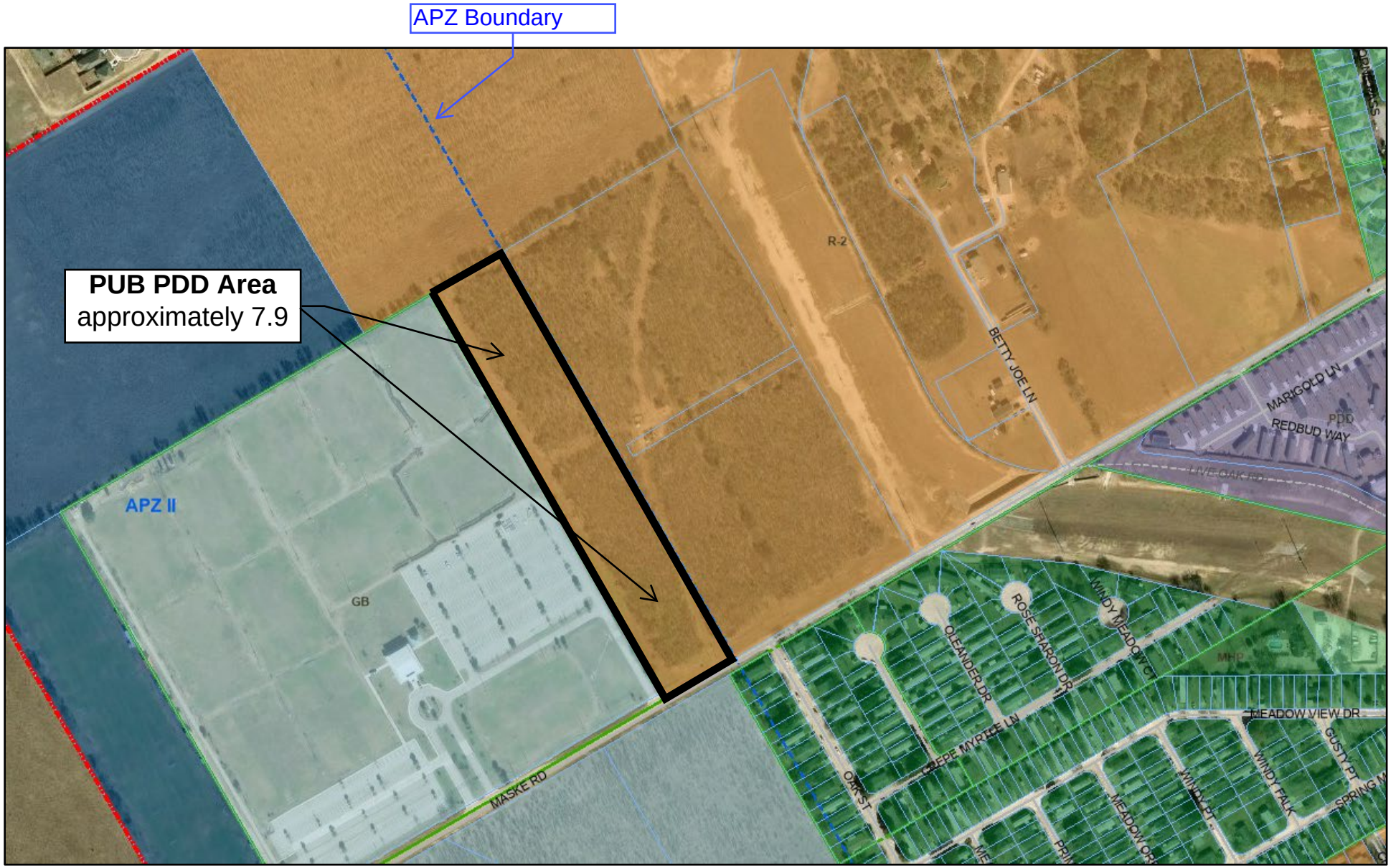
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Property Address:	Generally located on Maske Road, east of soccer fields Out of Guadalupe County Appraisal District Parcel #64582
Base Zoning District:	Public Use District (PUB)
Overlay(s):	APZ II
Conditions:	The PDD shall be based on the PUB zoning district, and all uses shall comply with the standards of the PUB zoning district, provided, however, the Property shall remain as open space. Utilities are permissible within this area. Schools shall be prohibited on the Property.

Public Use District Planned Development District
PUB PDD



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DEVELOPMENT SERVICES
ENGINEERING DEPARTMENT

Memo

To: Planning and Zoning Commission via Daisy Marquez, Senior Planner

From: John Nowak, P.E., Engineer

Date: September 4, 2026

Re: Traffic Impact Summary for Proposed Zone Change at 189 Maske Road

---

The 28.329-acre property at 189 Maske Road is currently zoned R-2. A portion of the property (7.9 acres) is proposed to be zoned PDD. The proposed PDD will keep the property as natural, open space.

The current zoning of R-2 for the 7.9 acres would allow for single family residential development, resulting in a maximum peak hour traffic volume of 28 trips. Under the PDD, with the area being open space, the peak hour trips would be essentially zero.

Therefore, there would not be any adverse impact to the transportation system by the proposed zone change to PDD.

DEPARTMENT OF THE AIR FORCE
502D AIR BASE WING
JOINTBASE SAN ANTONIO

18 August 2026

MEMORANDUM FOR CITY OF SCHERTZ

FROM: 502 ABW/CMI
JBSA Installation Mission Sustainment
2080 Wilson Way
Fort Sam Houston, TX 78234

SUBJECT: Joint Base San Antonio review of Land Case, RND-PLPDD20260052- Proposed Planned Development District in the APZ II for Open Space.

1. Land Case, RND-PLPDD20260052- Proposed Planned Development District in the APZ II for Open Space, has been reviewed by JBSA-RND organizations. JBSA affirmatively recommends the proposed development is permitted with additional comments for consideration in planning and development listed below.

a. Recommend referencing City of San Antonio MLOD lighting standards at: https://library.municode.com/tx/san_antonio/codes/unified_development_code?nodeId=ARTIIIZO_DIV4OVDI_S35-339.04MILIOVDI, or most current City of San Antonio MLOD ordinance, related to development within 5-miles of a military installation and compliance with applicable City of Schertz lighting ordinances.

b. To mitigate potential interference with existing JBSA operational systems, please coordinate with 502 CS Spectrum Manager prior to use of any Spectrum dependent systems (i.e.: two-way radio communications, or any type of wireless technologies) during construction. If applicable, coordination requested by facility user prior to installation/use of any Spectrum dependent commercial or manufacturing equipment.

c. Any proposed exterior construction plans, construction or alteration projects which include vertical elements (equipment: cranes, towers: communication or water) will require FAA review to verify no hazard to flight navigation prior to issuance of any construction permits. FAA CFR Title 14 Part 77 Notice Criteria Tool that can be utilized to aid in FAA notification requirements can be found here:
https://oeaaa.faa.gov/oeaaa/external/gisTools/gisAction.jsp?action=showNoNoticeRequiredToolForm
Further FAA guidance is also available here:
https://www.faa.gov/documentLibrary/media/Form/FAA_Form_7460-1_042023.pdf

d. The FAA recommends criteria of land-use practices in their Advisory Circular 150/5200- 33C, Hazardous Wildlife Attractants on or Near Airports, which is applicable to properties within five miles of JBSA-Randolph. To reduce the exposure to aircraft-wildlife strikes, please use the link below to access this publication and use the information to help reduce wildlife-attractant features near airports. Unwavering consideration for this aviation safety hazard is

vital.https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5200-33.

2. The items presented above are efforts to enhance the safety of the community and minimize noise impacts due to the proximity of low flying aircraft. Improperly managed development may create unnecessary risk to both the community and flight operations as well as affect the overall capability of the military at this location.

3. Point of contact for this action is the 502d ABW Community Initiatives organization email box at 502ABW.ABW.Community_initiative@us.af.mil.

WOLIVER.TIMOTHY.A.1076286708 Digitally signed by WOLIVER.TIMOTHY.A.1076286708 Date: 2026.08.19 17:08:39 -05'00'

MR. TIM WOLIVER, GS-14, USAF
Executive Director, Community and
Mission Integration, JBSA & 502 ABW

Ord. 26-S-033

Proposed PDD, 8 acres in APZ II

Daisy Marquez | Senior Planner

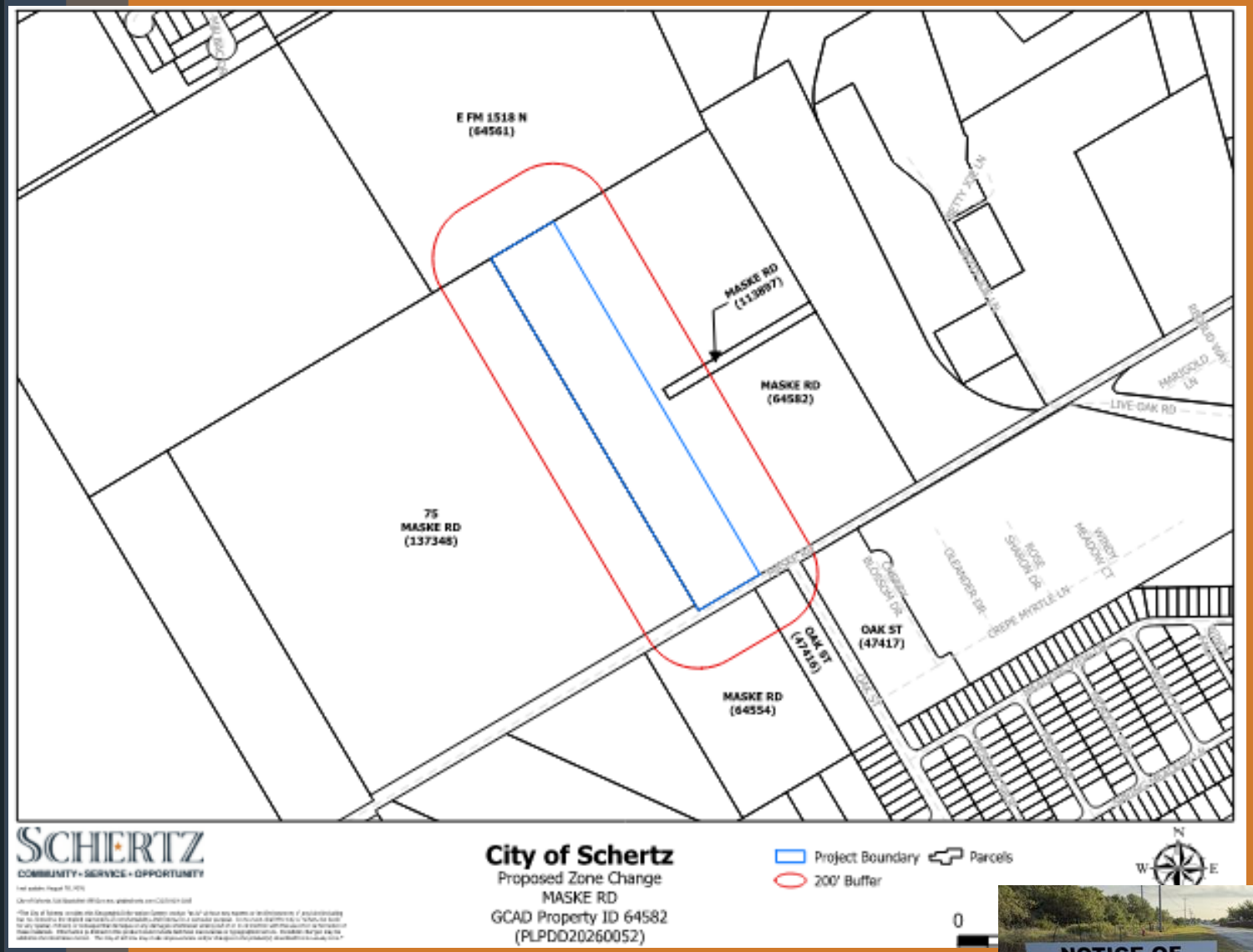
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	Zoning	Use
Subject Property	Single-Family Residential District (R-2)	Undeveloped
North	Single-Family Residential District (R-2)	Undeveloped
South	Right-of-Way	Maske Road- Commercial Collector (70' ROW)
East	Single-Family Residential District (R-2)	Undeveloped and Creek
West	General Business District (GB)	City of Schertz Soccer Fields

- Approximately 8 acres of land
- In APZ-II
- unplatted

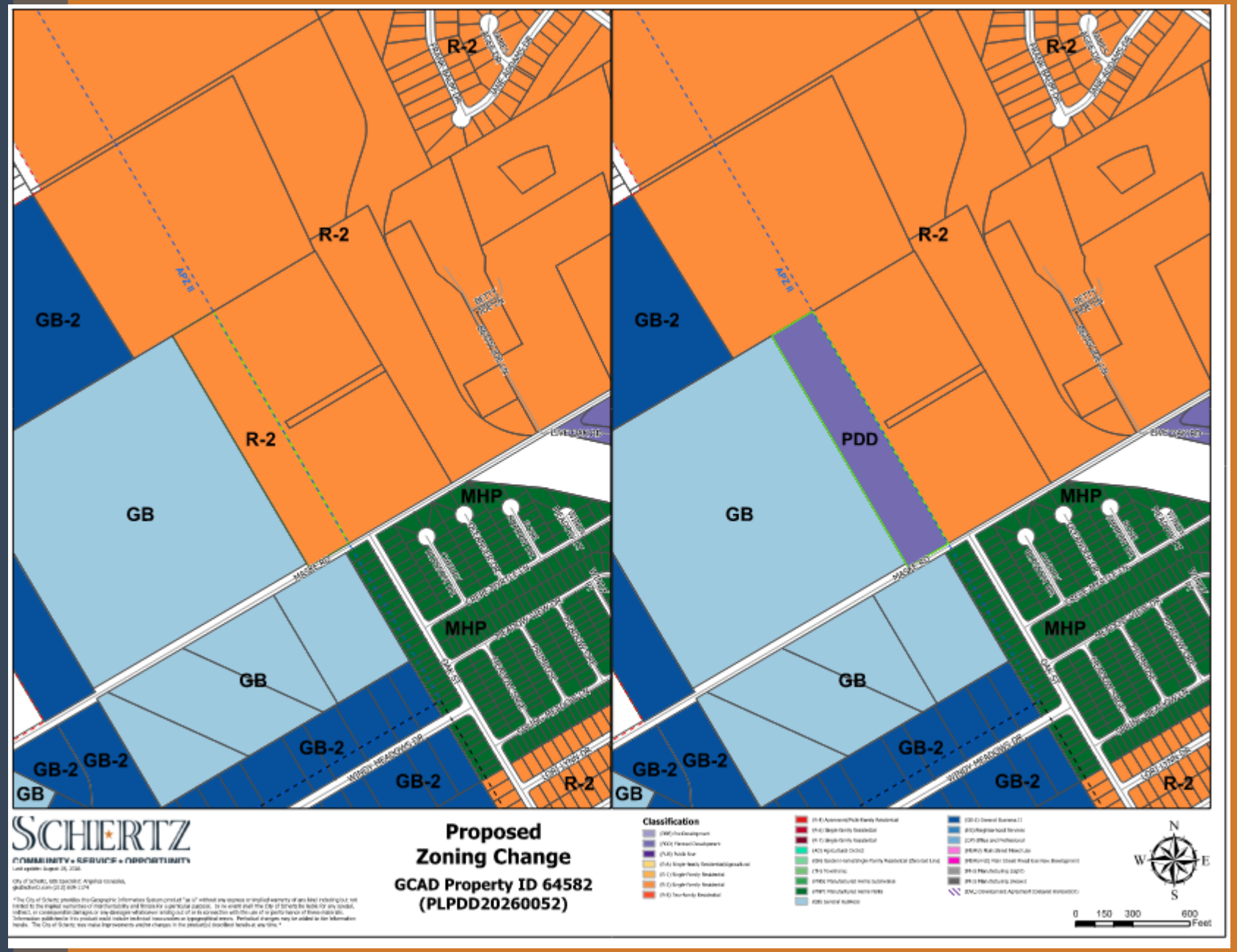
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- 7 Public notices sent on 9.24.26
- Notices Received
  - (2) in Favor
  - (0) Neutral to
  - (0) in Opposition
- A public hearing notice was published in the "San Antonio Express" on October 28
- A notification sign was placed by the applicant
- JBSA has been notified and affirmatively recommends approval of this request
- P&Z : October 7



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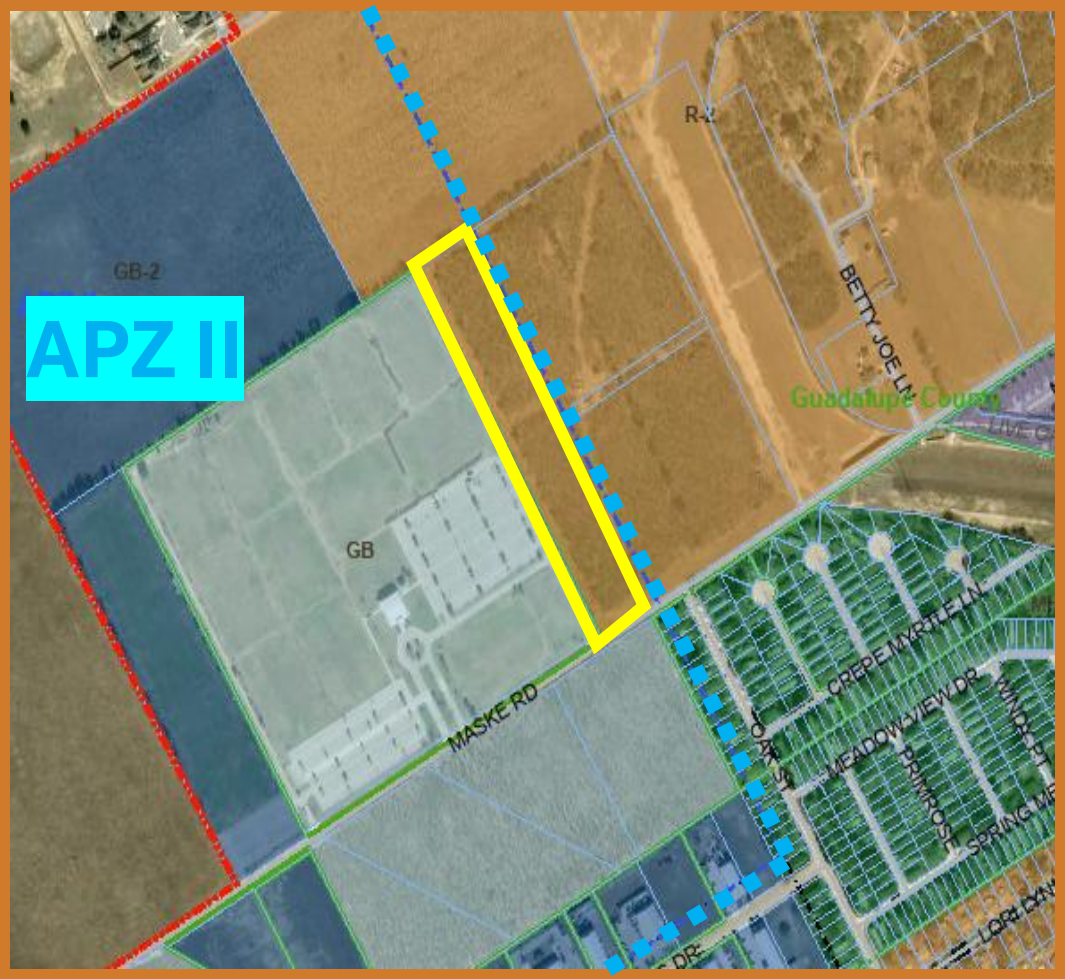
- Approximately 8 acres of land
- R-2 to PDD

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Proposed Planned Development District

Background

- Approximately 8 acres of land
- Encumbered by APZ-II
- PDD is the only way to restrict development
- The intent of the PDD is to restrict uses and development
- Base zoning district of Public Use District (PUB)
- Ord. 26-S-033 and Ord. 26-S-034 go together
  - Ord. 26-S-034: R-5 on 21 acres



PDD Additional Conditions

- The property shall remain as open space
- Utilities are permissible within the 8-acres
- Schools shall be prohibited within the 8-acres

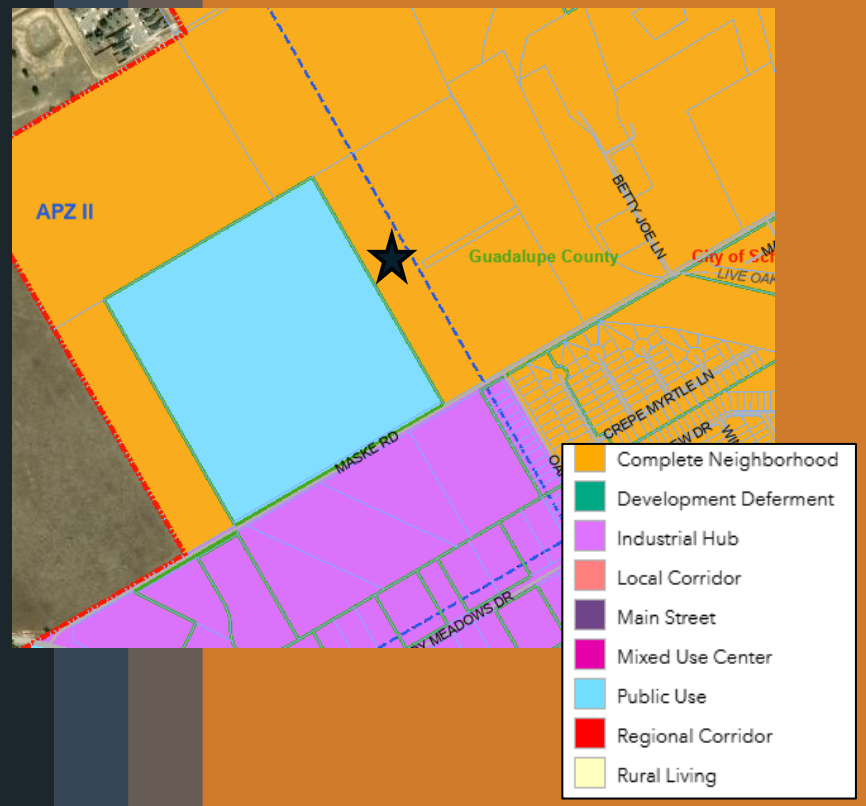
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	Existing	Proposed
	Single-Family Residential District (R-2)	Planned Development District (PDD)
Permitted Uses	• Single family Residential; School; Park/ Playground; Municipal uses; Golf Course; Gated Community; Family/ Group Home; Place of Worship (S); Bed and Breakfast (S)	• Proposed Open Space • Public Schools Prohibited
Area Square Feet	8,400	10,000
Width & Depth	70 x 120	100 x 100
Setbacks	Front: 25', Side:10', Rear: 20'	Adj to Non-Residential; Front: 25', Side: 0, Rear:0 Adj to Residential; Front:25', Side:25'; Rear:15'
Maximum Height	35'	N/A
Maximum Impervious Coverage	50%	70%

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UDC SECTION 21.5.10.F Criteria for Approval

1. Whether the proposed PDD implements the policies of the adopted Comprehensive Land Plan:



- **Future Land Use Map Designation:** Complete Neighborhood
  - Mixture of housing options
  - Consider appropriateness of density and commercial development in relation to:
    - Roadway classification, conflict among land uses and buildings
- Proposed PDD:
  - Proposed Open Space which ensures minimal land use conflict within the APZ-II
  - Promotes the Comp. Plan Policies

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UDC SECTION 21.5.10.F Criteria for Approval

2. Whether the proposed PDD promotes the health, safety, or general welfare of the City and the safe, orderly, efficient and healthful development of the City;

- Promotes safe and orderly development of the City
- Air Installation Compatible Use Zone District (AICUZ) UDC 21.5.9
  - APZ-II
  - Requires “Affirmative Recommendation” from JBSA to be approved by City
- Engineering TIA Summary:
  - No adverse impact on the City’s transportation system

UDC SECTION 21.5.10.F Criteria for Approval

3. Whether the uses permitted by proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified:

- PDD Base zoning district of Public Use District (PUB) is compatible

	Zoning	Use
North	Single-Family Residential District (R-2)	Undeveloped
South	Right-of-Way	Maske Road-Commercial Collector (70' ROW)
East	Single-Family Residential District (R-2)	Undeveloped and Creek
West	General Business District (GB)	City of Schertz Soccer Fields

UDC SECTION 21.5.10.F Criteria for Approval

4. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers or other public services and utilities to the area;

- Staff will ensure any proposed development meets street, water, and sewer requirements through the development process
  - Schertz and CCMA sewer
  - Schertz and SSLGC water
- Schools are not compatible within the APZ-II, which is why the PDD strictly prohibits their development in this area
- Maske Road
  - Commercial Collector - 70’ ROW
  - Final road upgrades determined during development process

UDC SECTION 21.5.10.F Criteria for Approval

5. The extent to which the proposed PDD will result in a superior development than can be achieved through conventional zoning;

- Current R-2 Zoning:
  - Could potentially allow 41 single-family homes in the APZ-II

- Proposed PDD will result in a superior development
  - Avenue available to restrict development within the APZ-II to ensure minimal land use conflict
  - Prevents the development of single-family homes in the APZ-II

UDC SECTION 21.5.10.F Criteria for Approval

6. Whether all of the applicant's back taxes owed to the City have been paid in full;

- They have been paid.

UDC SECTION 21.5.10.F Criteria for Approval

7. Whether other criteria are met which, at the discretion of the Planning and Zoning Commission and City Council, are deemed relevant and important in the consideration of the amendment.

- Staff has ensured the proposed PDD has met the UDC requirements
- No objection from Fire, EMS, and Police Departments
- JBSA- Randolph provided the letter of affirmative recommendation for the proposed PDD

- Heard at the October 7, 2026, Planning and Zoning Commission

Staff Recommendation

Staff recommends approval of Ord. 26-S-033 as the proposed PDD promotes the policies of the Comprehensive Land Use Plan, lowers conflict among land uses, and provides for a superior development than can be achieved through conventional zoning.

P&Z Recommendation

The Planning and Zoning Commission held a public hearing for the item at the October 7, 2026, meeting and made a recommendation of approval to City Council with a unanimous vote.

Agenda No. 10.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 17, 2026**
Department:	**Planning & Community Development**
Subject:	**Ordinance 26-S-034 - Conduct a public hearing and consider a request on a zone change on approximately 21 acres of land from Single-Family Residential District (R-2) to Middle-Density Residential District (R-5), generally located approximately 2,700 feet northeast of the intersection of E FM 1518 and Maske Road, specifically known as Guadalupe County Property Identification Number 113897 and a portion of 64582, Guadalupe County, City of Schertz, Texas (Senior Planner Daisy Marquez)**

BACKGROUND

The applicant is requesting to rezone approximately 21 acres of land from Single-Family Residential District (R-2) to Middle-Density District (R-5). The subject property is not platted and is undeveloped.

On September 24, 2026, ten (10) public hearing notices were mailed to the surrounding property owners within 200-feet of the subject property. At the time of the report, two (2) responses in favor, one (1) response neutral, and zero (0) responses in opposition were received. A public hearing notice was also sent to the SCUC ISD. The most recently available demographic report and forecasting report have been attached. The Planning and Zoning Commission held a public hearing for the item at the October 7, 2026 Planning and Zoning Commission meeting. A public hearing notice was published in the "San Antonio Express" on October 28, 2026. A public hearing notice sign was placed on the property by the applicant.

Subject Property:

	Zoning	**Land Use**
Existing	Single-Family Residential District (R-2)	Undeveloped
Proposed	Middle-Density Residential District (R-5)	Rental units

Adjacent Properties:

	Zoning	**Land Use**
North	Single-Family Residential District (R-2)	Undeveloped
South	Right-of-Way	Maske Road (70' ROW)
East	Single-Family Residential District (R-2)	Undeveloped and Creek
West	Single-Family Residential District (R-2)	Undeveloped

Zoning:

Dimensional Requirements Residential Zoning District Table 21.5.7.A			

			Minimum Lot Size Dimensions			Minimum Yard Setbacks			Misc. Lot Requirements	
	Code	Zoning District	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Max Height	Max Impervious Coverage
Existing	R-2	Single-Family Residential District	8,400	70	120	25	10	20	35	50%
Proposed	R-5	Middle-Density Residential District	10,890	n/a	n/a	25	10	10	35	80%

As per UDC Section 21.5.5, Middle-Density Residential District (R-5) is intended to provide for developments that offer a variety of housing types. This district is a suitable transition between single-family residential and commercial and/ or denser multi-family developments that is comprised of detached or attached residential dwelling units. The subject property is approximately 21 acres of land which will restrict the density to 12 units per gross acre, will be required to adhere to the multi-family site design standards and provide ten percent of the total platted area as common, usable open space. UDC Section 21.5.7.B.8 also lists additional site design requirements for the Middle-Density Residential District (R-5). The additional requirements are listed below:

- When HVAC units are not within the building separation space the minimum separation is ten (10) feet
- When HVAC units are within the building separation space, or either structure is above one story, the minimum separation is fifteen (15) feet
- HVAC units shall be on the opposite sides of the buildings.

These additional standards are not required if fire suppression systems are installed within the buildings.

GOAL

The applicant is requesting to rezone approximately 21 acres of land from Single-Family Residential District (R-2) to Middle-Density Residential District (R-5).

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

Staff looks toward the criteria listed in UDC Section 21.5.4.D. for zone changes.

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 Middle Density Residential District (R-5) does implement the policies of the Comprehensive Plan. The subject property is designated as Complete Neighborhood in the Comprehensive Land Use Plan Future Land Use Map. The intent of the Complete Neighborhood Land Use Designation is for a mixture of housing options while considering the appropriateness of density and commercial development with roadway classification, conflict among land uses and buildings. The proposed zoning district would act as an appropriate transition from the commercial and industrial to the south of Maske Road and the single family residential to the north of the subject property. Additionally, the proposed zoning district allows for a different housing type than what is in the area,

whether is be attached or detached residential. The proposed zone change to Middle-Density Residential District (R-5) meets the intent of the Complete Neighborhood Land Use Designation of the Future Land Use Map.

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

As part of promoting the health, safety and welfare, the City should encourage development compatible with surrounding uses, utilizing standards and transitional uses to alleviate negative impacts. Any new development is required to meet the site design standards listed in Article 9 of the Unified Development Code. The proposed zone change on the approximately 21 acres will be required to meet the Multi-family site design requirements and provide at least 10% of common open space.
Middle-Density Residential District (R-5) provides for attached or detached residential which would be a different housing type than what is immediately adjacent and within the greater area of the proposed development. The new housing type in this area promotes the general welfare of the City as it is a transitional use for the surrounding single-family residential and the General Business District (GB) across Maske Road.

As part of the zone change, the Engineering Department reviewed the submitted TIA summary and provided the following conclusion:

- The increase in peak hour trips would have some impact to the City's transportation system.
- However, since the amount of the impact is less than 100 peak hour trips, the impacts to the transportation system would be limited and mitigation efforts could be provided to mitigate the effects of the additional trips.

Ultimately, the proposed zone change to Middle-Density Residential District (R-5) will increase traffic on the transportation system, the effects can be mitigated through various efforts. During the development process, the applicant will be required to provide a detailed TIA to identify the required improvements and mitigate the effects of their traffic impact.

Although the proposed Middle Density Residential District (R-5) does increase the traffic impact to the City's transportation system, there are mitigation efforts available to relieve the impact, and the proposed development acts as a transitional use from the surrounding single-family development to the General Business District (GB) across Maske Road, thus promoting the general welfare of the City.

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

The proposed zone change to Middle-Density Residential District (R-5) is consistent and appropriate with existing uses in the immediate area. To the north, east, and west of the subject property is undeveloped Single-Family Residential District (R-2). To the south of the property is Maske Road, a commercial collector to be 70-feet of Right-of-Way when built out. Within the larger area, there is single-family development to the north. South of Maske Road, there is a Manufactured Home Park, General Business District (GB) and General Business District-II (GB-2). As per UDC Section 21.5.5, the intent of the Middle-Density Residential District (R-5) is to provide developments that offer a variety of housing types that is a suitable transition between single-family residential and commercial. The proposed development would act as an appropriate transition between the surrounding single-family residential to the north and the commercial and industrial development to the south.

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

Staff has ensured the proposed zone change meets the UDC requirements. The proposed zone change has been reviewed by the Fire, EMS, and Police departments without objections.

The Planning and Zoning Commission held a public hearing for the item at the October 7, 2026, Planning and Zoning Commission meeting.

RECOMMENDATION

Staff Recommendation:
Staff recommends approval of Ord. 26-S-034 as the proposed Middle-Density Residential District (R-5) implements the policies of the Comprehensive Land Use Plan, acts as a transitional land use, and is compatible with the uses within the immediate and surrounding area.

Planning and Zoning Commission Recommendation:
The Planning and Zoning Commission held a public hearing for the item on October 7, 2026, and made a recommendation of approval to City Council with a unanimous vote.

Attachments

Ord. 26-S-034 with Attachments
200-foot Notification Map
Public Hearing Responses
Zone Change Exhibit
Engineering TIA Summary
SCUC ISD Forecasting Report
SCUC ISD Demographic Report
City Council Presentation Slides

ORDINANCE NO. 26-S-034

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, TO REZONE APPROXIMATELY 21 ACRES OF LAND FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-2) TO MIDDLE-DENSITY RESIDENTIAL DISTRICT (R-5), GENERALLY LOCATED APPROXIMATELY 2,700 FEET NORTHEAST OF THE INTERSECTION OF E FM 1518 AND MASKE ROAD, SPECIFICALLY KNOWN AS GUADALUPE COUNTY PROPERTY IDENTIFICATION NUMBER 113897 AND A PORTION OF 64582, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.

WHEREAS, an application to rezone approximately 21 acres of land from Single-Family Residential District (R-2) to Middle-Density Residential District (R-5), generally located approximately 2,700 feet northeast of the intersection of E FM 1518 and Maske Road, specifically known as Guadalupe County Property Identification Number 113897 and a portion of 64582, more specifically described in Exhibit "A" 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 October 7, 2026, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested zone change with a unanimous vote; and

WHEREAS, on November 17, 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", approximately 21 acres of land is hereby zoned Middle-Density Residential District (R-5).

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

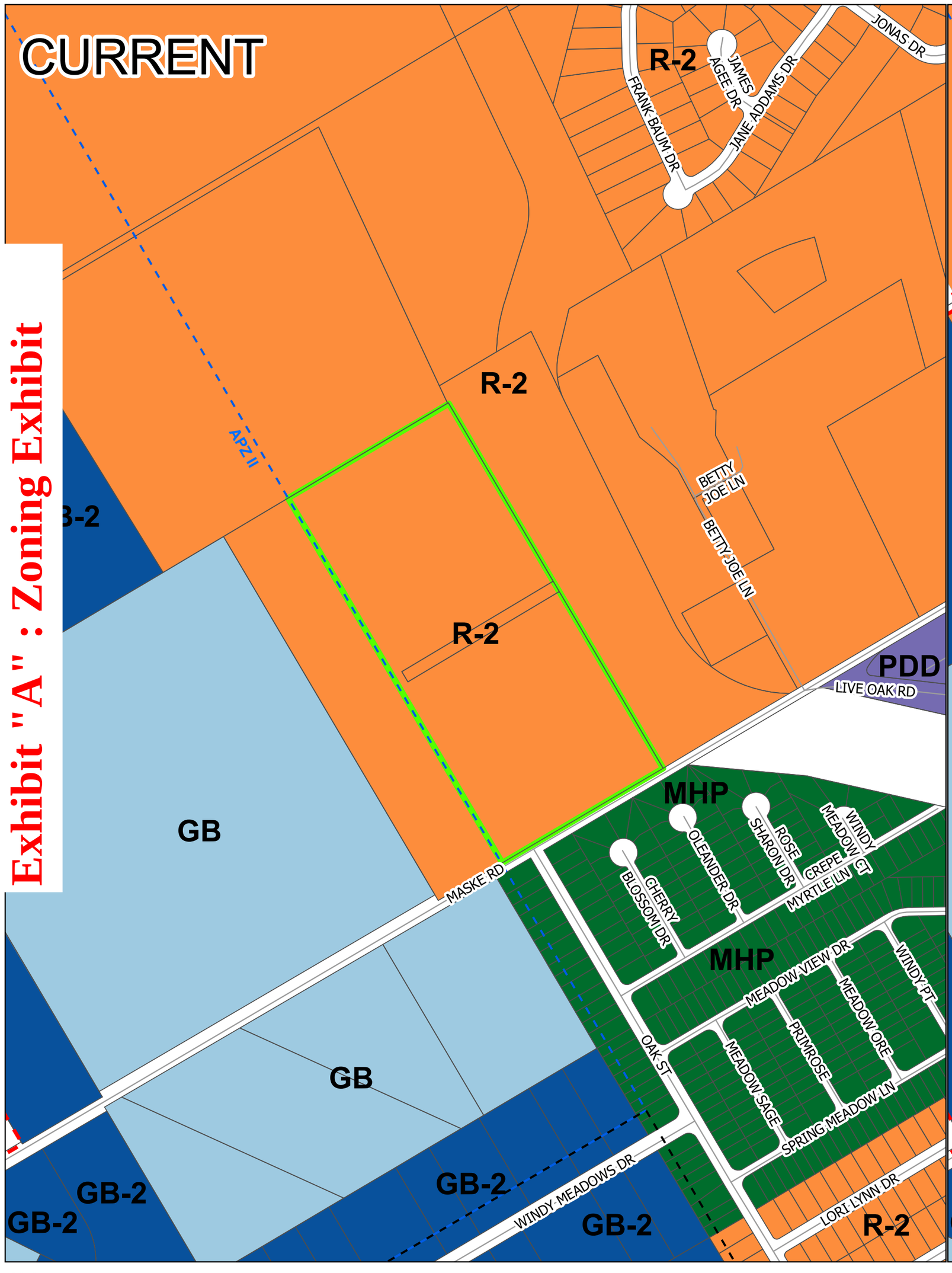
_____
Ralph Rodriguez, Mayor

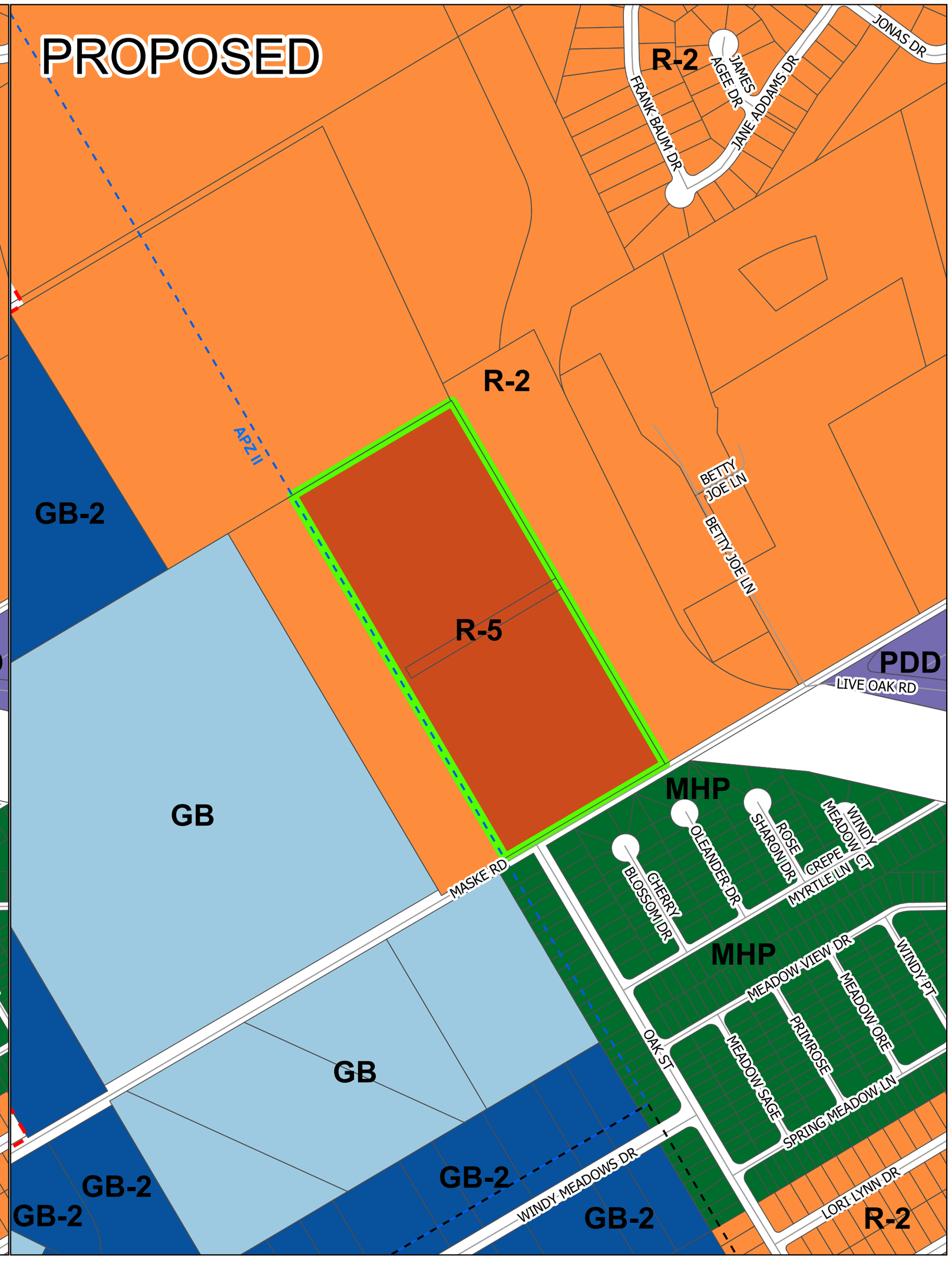
ATTEST:

_____
Sheila Edmondson, City Secretary

Exhibit “A”
Zoning Exhibit

Exhibit "A" : Zoning Exhibit





SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last update: August 28, 2026

City of Schertz, GIS Specialist: Angelica Gonzales,
gis@schertz.com (210) 619-1174

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Proposed Zoning Change

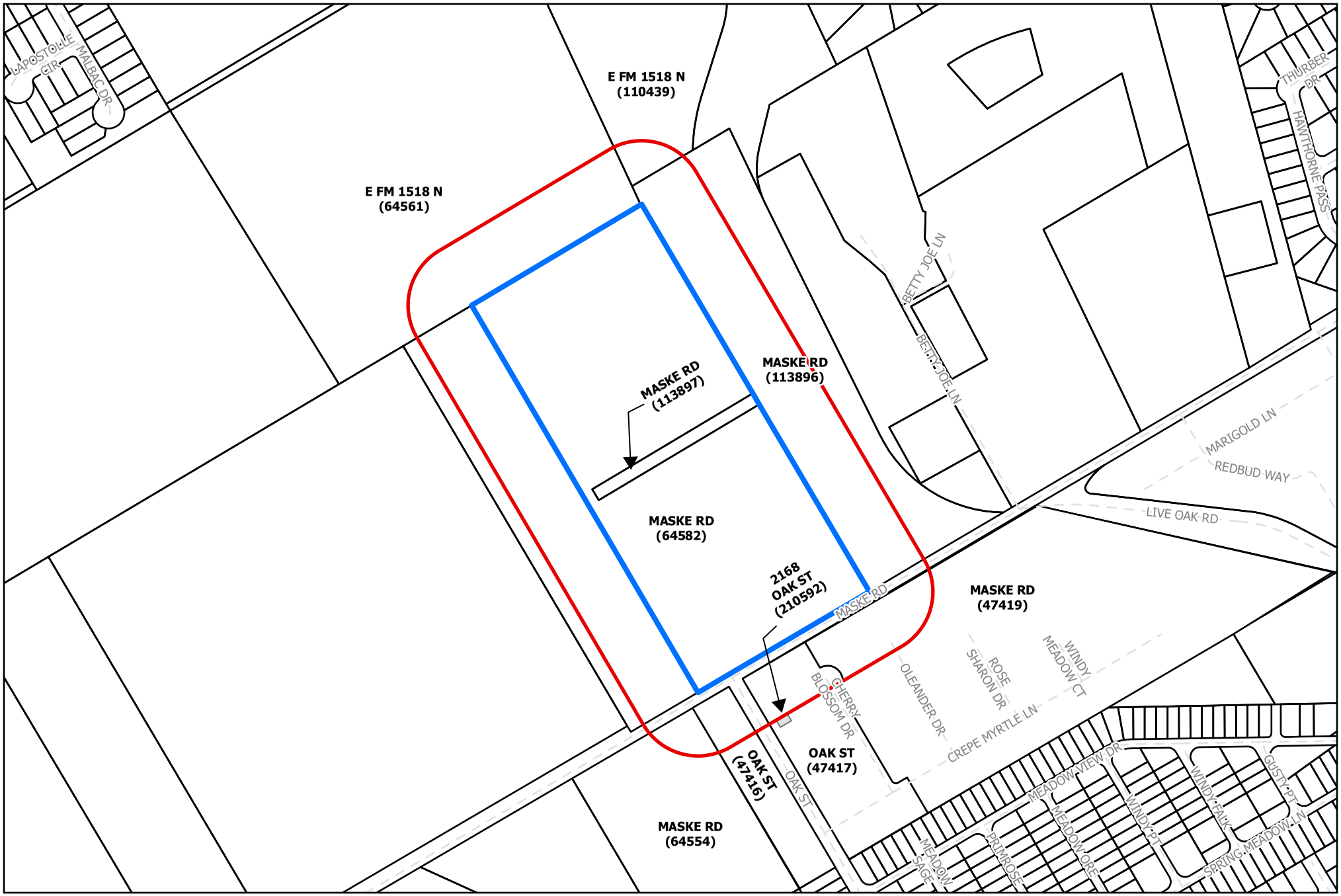
GCAD Property ID 64582, 113897 (PLZC20260208)

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)
- (DVL) Development Agreement (Delayed Annexation)

N W E S

0 150 300 600 Feet



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last update: August 28, 2026

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

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City of Schertz

Proposed Zone Change
MASKE RD
GCAD Property ID 64582, 113897
(PLZC20260208)

Project Boundary
Parcels
200' Buffer

N
W
E
S

0 150 300 600
Feet

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

September 23, 2026

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, October 7th, 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:

PLZC20260208 - Hold a public hearing and make a recommendation on a zone change request on approximately 21 acres of land from Single-Family Residential District (R-2) to Middle-Density Residential District (R-5), generally located approximately 2,700 feet northeast of the intersection of E FM 1518 and Maske Road, specifically known as Guadalupe County Property Identification Number 113897 and a portion of 64582, Guadalupe County, City of Schertz, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Daisy Marquez, Senior Planner at 1400 Schertz Parkway, Bldg. 1, Schertz, Texas 78154, or by e-mail planning@schertz.com. If you have any questions, please feel free to call Daisy Marquez, 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 **PLZC20260208**

COMMENTS: _____

NAME: Peter S. Velasco SIGNATURE Peter S. Velasco
(PLEASE PRINT)

STREET ADDRESS: Guadalupe Property ID #'s: 64582 & 113897

DATE: 9-28-26

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

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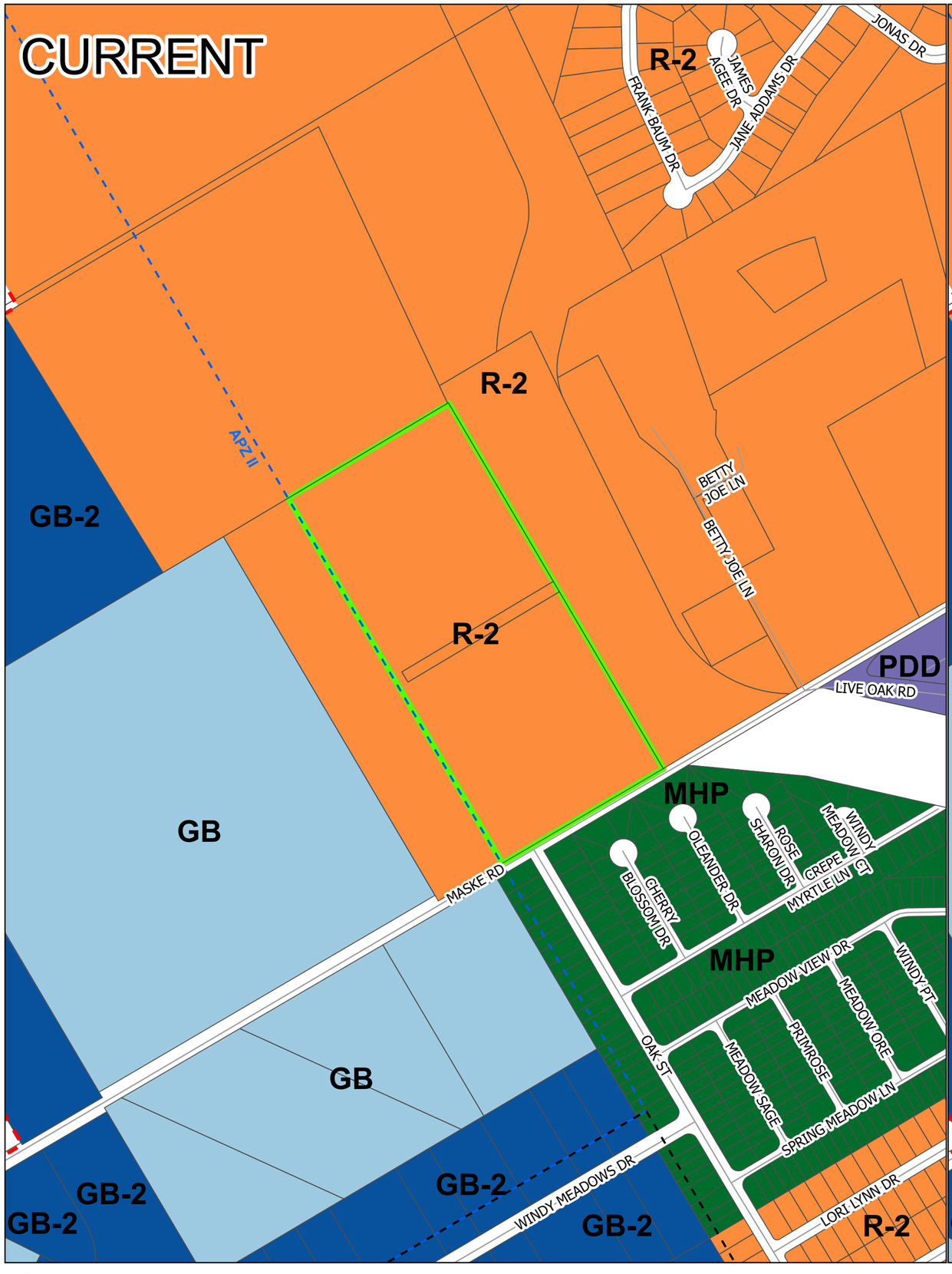
I am: in favor of ☐ opposed to ☐ neutral to ☒ the request for **PLZC20260208**

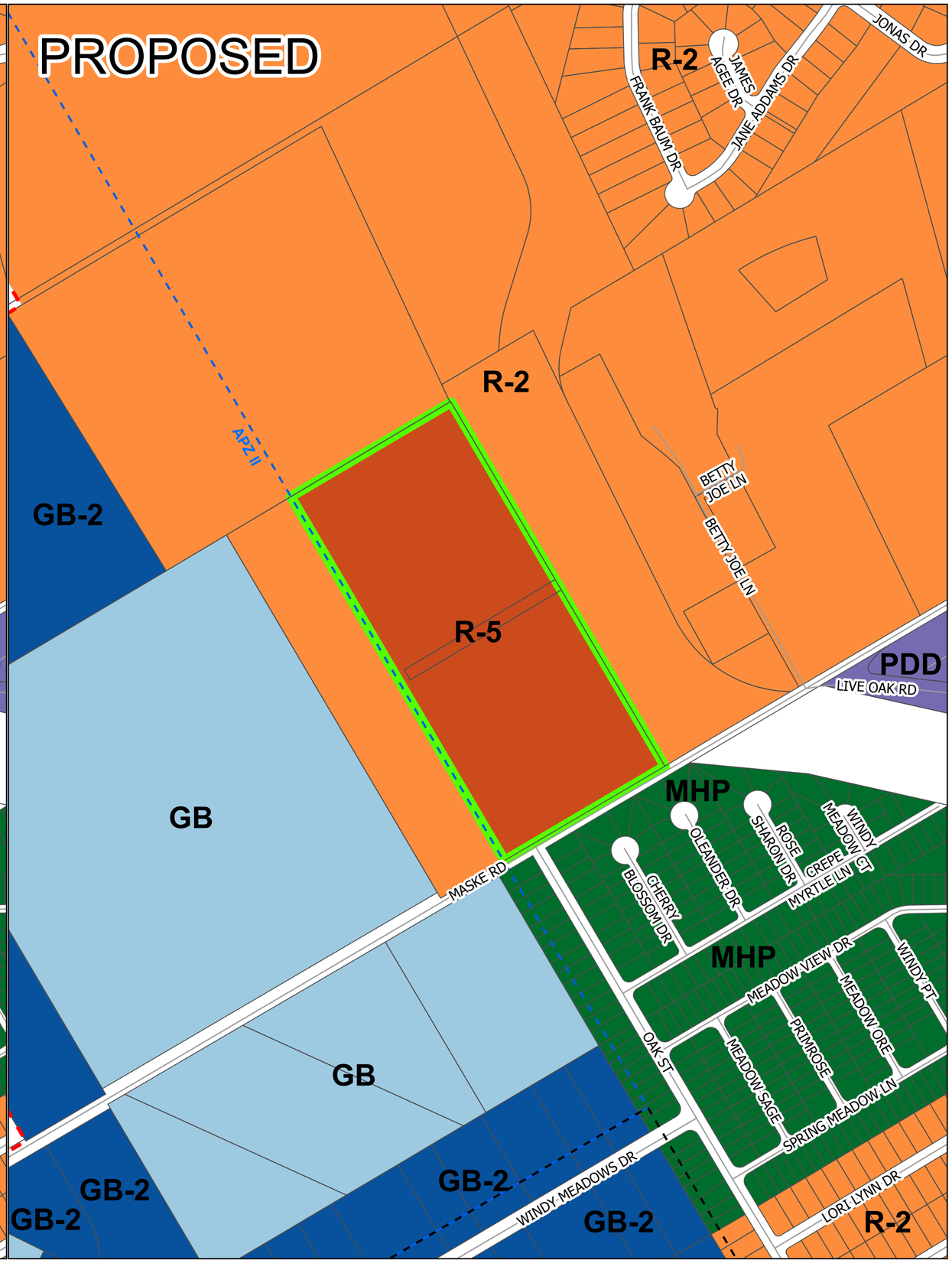
COMMENTS: This area needs to be developed

NAME: CLARENCE WEHMAN (PLEASE PRINT) SIGNATURE Clarence Wehman

STREET ADDRESS: 1320 CIRCLE OAK DR. SCHERTZ, TX 78154

DATE: 10/12/26





SCHERTZ
COMMUNITY★SERVICE★OPPORTUNITY

Last update: August 28, 2026

City of Schertz, GIS Specialist: Angelica Gonzales,
gis@schertz.com (210) 619-1174

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Proposed Zoning Change

GCAD Property ID 64582, 113897 (PLZC20260208)

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- (DVL) Development Agreement (Delayed Annexation)

N W E S

0 150 300 600 Feet

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

DEVELOPMENT SERVICES
ENGINEERING DEPARTMENT

Memo

To: Planning and Zoning Commission via Daisy Marquez, Senior Planner

From: John Nowak, P.E., Engineer

Date: September 4, 2026

Re: Traffic Impact Summary for Proposed Zone Change at 189 Maske Road

---

The 28.329-acre property at 189 Maske Road is currently zoned R-2. A portion of the property (20.429 acres) is proposed to be zoned R-5. The R-5 zoning would allow for single family attached development, resulting in a greater number of residential units than the current R-2 zoning.

The current zoning of R-2 for the 20.429 acres would allow for single family residential development, resulting in a maximum peak hour traffic volume of 74 trips. With R-5 zoning, the maximum peak hour traffic volume would be 125 trips, an increase of 51 peak hour trips.

The increase in peak hour trips would have some impact to the transportation system. However, since the amount of the increase is less than 100 (the threshold for requiring Traffic Impact Analysis (TIA)), the impacts to the transportation system would be limited and mitigation efforts could be provided to mitigate the effects of the additional trips. Mitigation measures, such as turn lanes could be constructed by the development to mitigate the effects of the additional traffic.

The proposed development will be required to do a detailed TIA during future steps of the development process. The TIA will identify the required mitigation improvements the development needs to construct to mitigate the effects of all their traffic, and not just the 51 peak hour trips. Staff also noted that the proposed development is not planning on developing the maximum number of residential units allowed by R-5 zoning. They are proposing to develop a lesser number of units (220 vs. 245).

While the proposed zone change will increase traffic on the transportation system, the effects of the traffic increase can be mitigated.

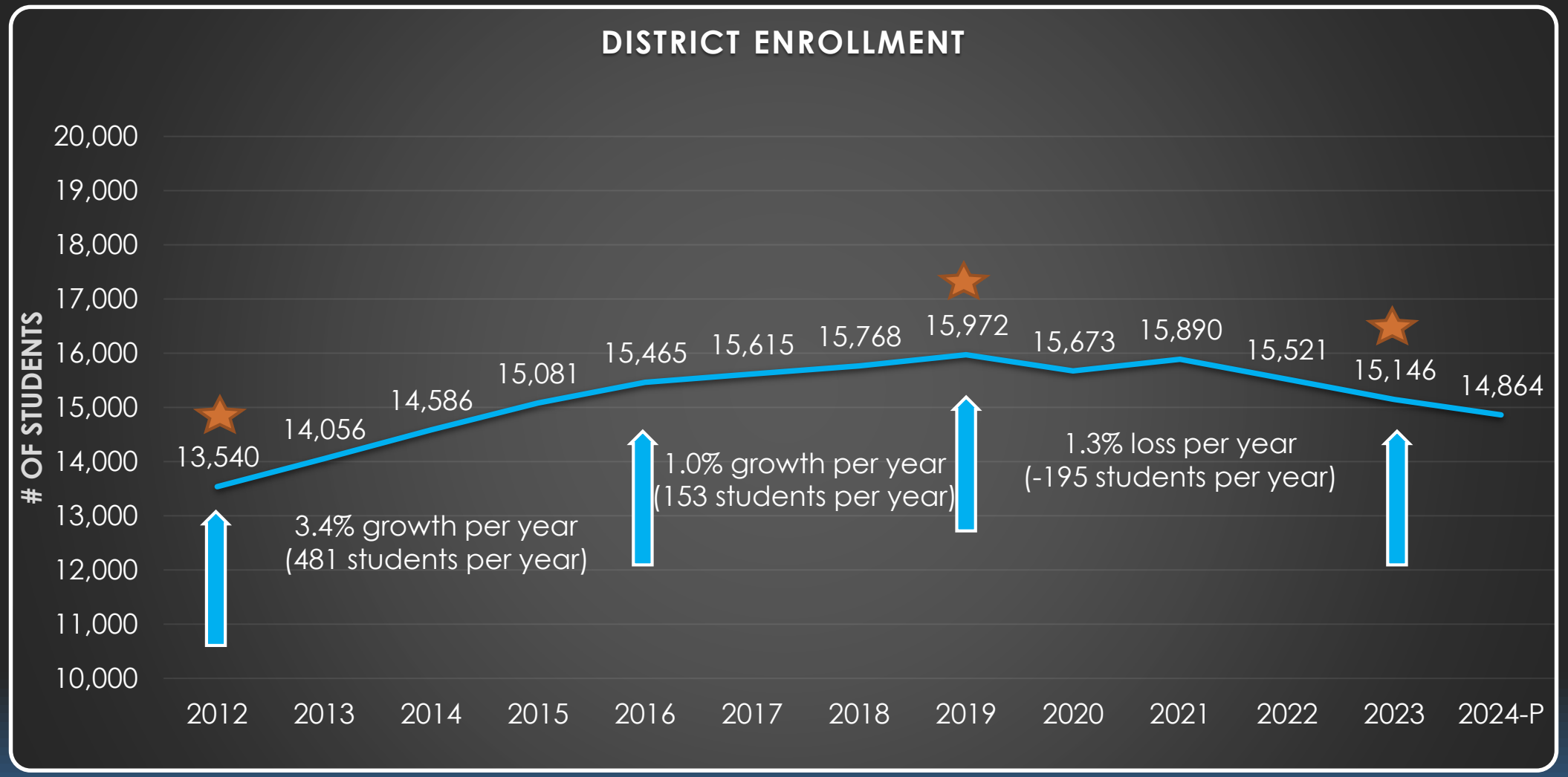
SCHERTZ - CIBOLO - UNIVERSAL CITY ISD

10 YEAR CAMPUS FORECASTING

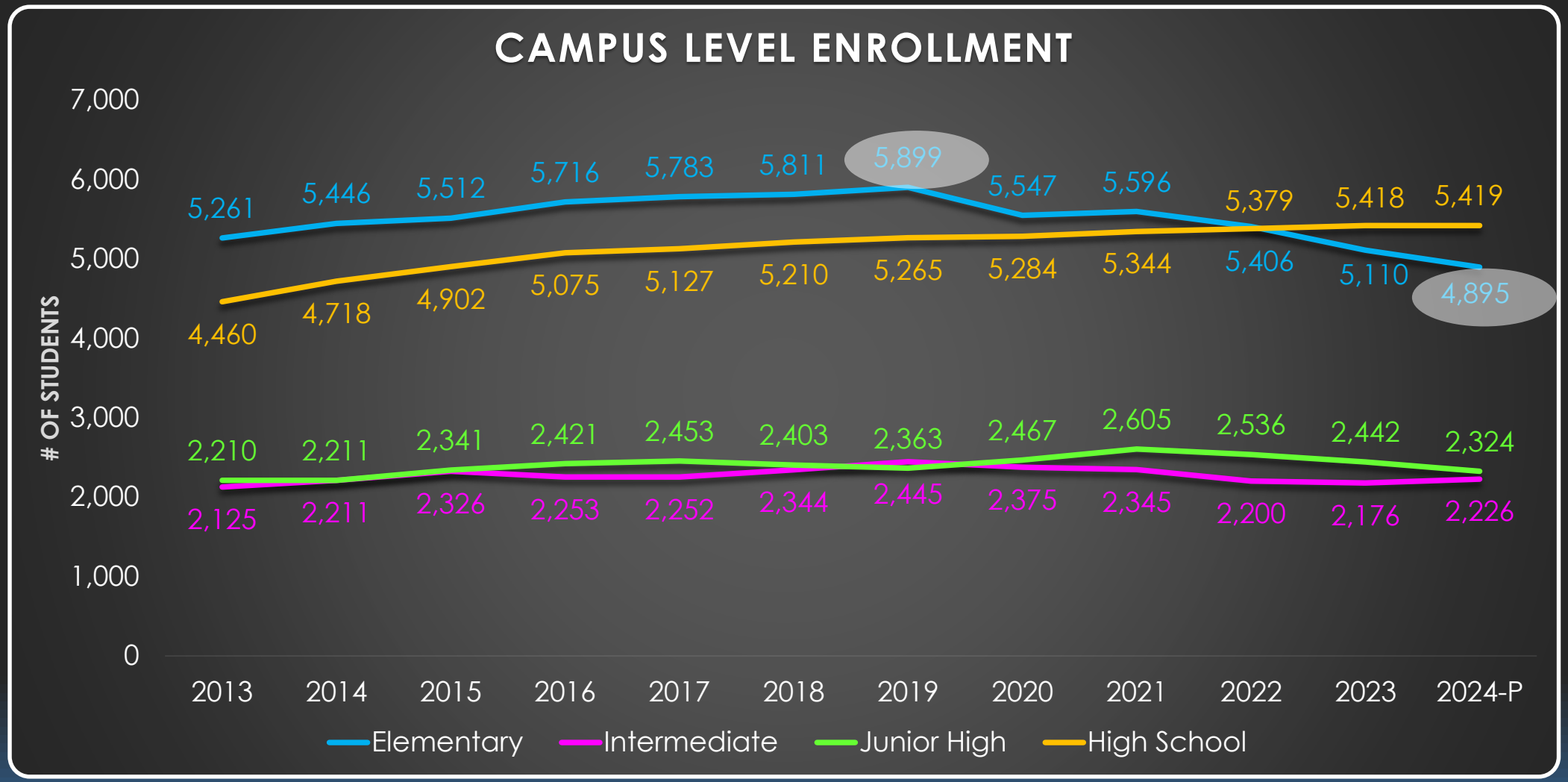
FORECASTING CONSIDERATIONS

- Enrollment
  - Historical Trends
  - Projections
  - Transfers to Charters and Other ISDs
- Campus Capacity
- Bonding Capacity

HISTORICAL ENROLLMENT



HISTORICAL ENROLLMENT BY CAMPUS LEVEL



ENROLLMENT HISTORY BY LEVEL – OCTOBER

- 2019 to 2023 Enrollment Decrease
  - High School enrollment has remained strong
  - We have added 154 High School students since 2019
  - And Junior High has only lost 39 students since 2019
- Elementary is where we have felt the largest drop in enrollment
  - Specifically, 918 students lost since 2019
  - and 219 students lost at the intermediate level.

STUDENT TRANSFERS

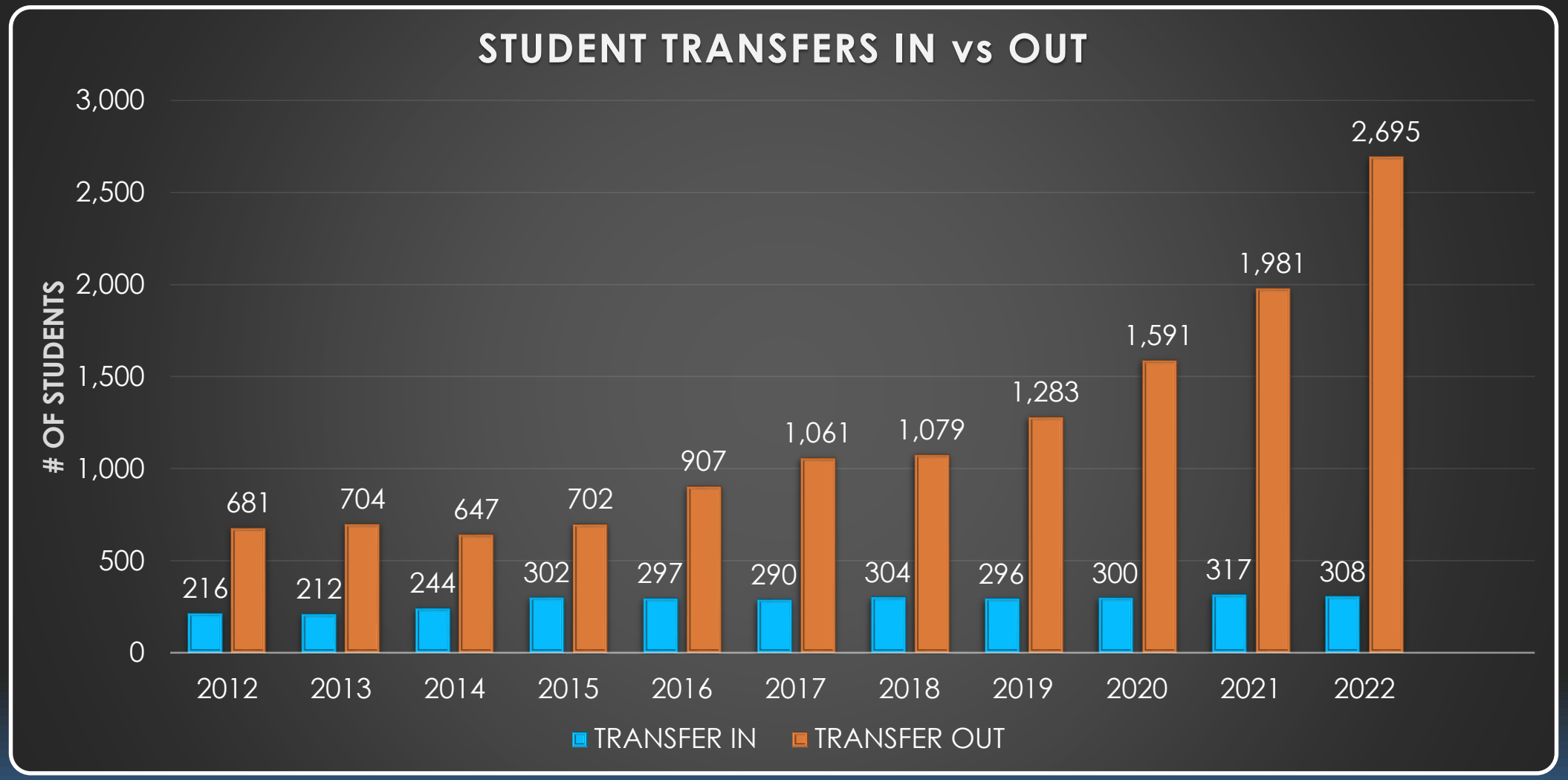
PEIMS YEAR	TRANSFER IN	TRANSFER OUT	DIFFERENCE
2012	216	681	-465
2013	212	704	-492
2014	244	647	-403
2015	302	702	-400
2016	297	907	-610
2017	290	1061	-771
2018	304	1079	-775
2019	296	1283	-987
2020	300	1591	-1291
2021	317	1981	-1664
2022	308	2695	-2387
2023	Data available in March		

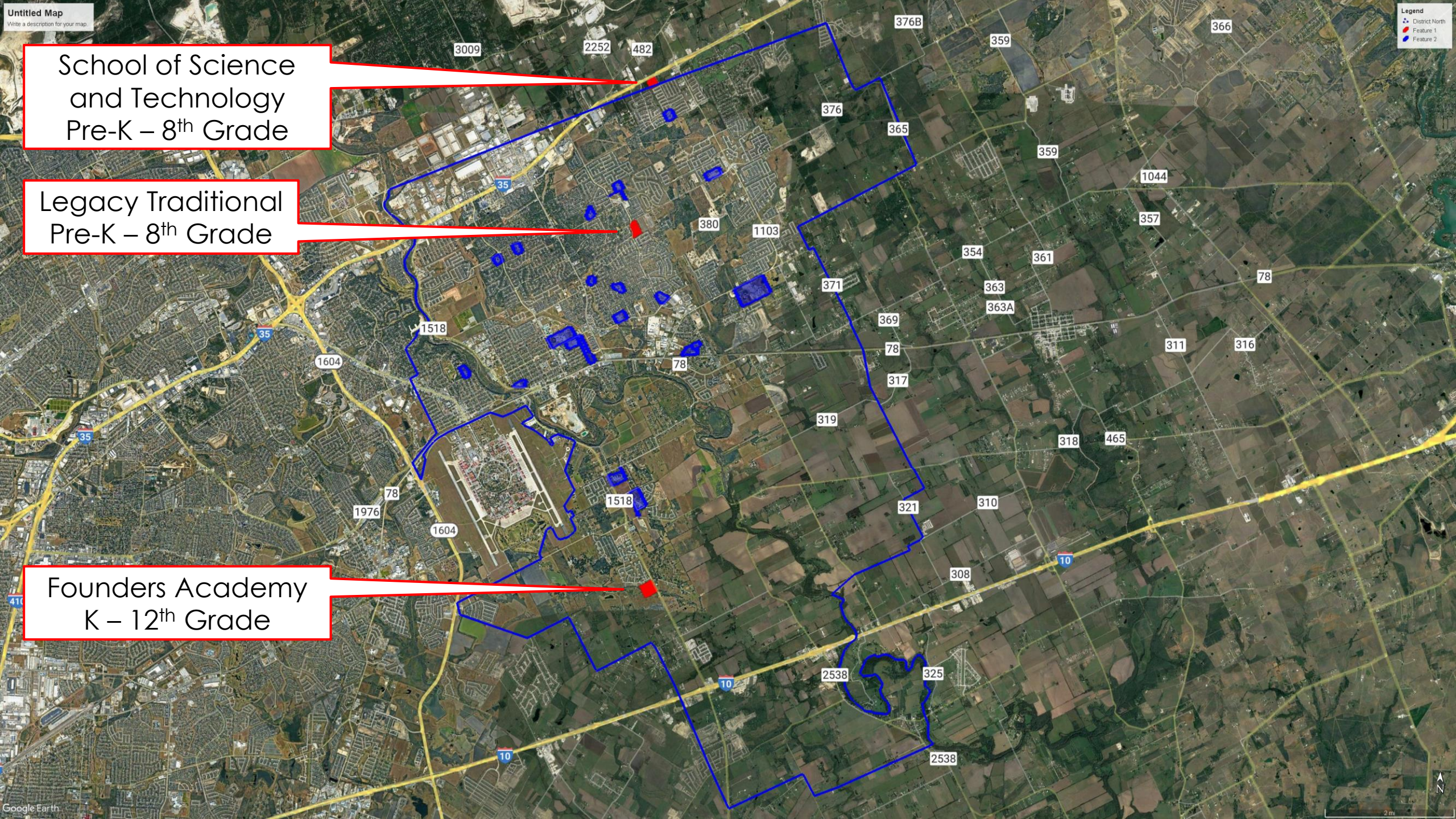
First Year of Founders Charter School →

First Year of School of Science and Technology →

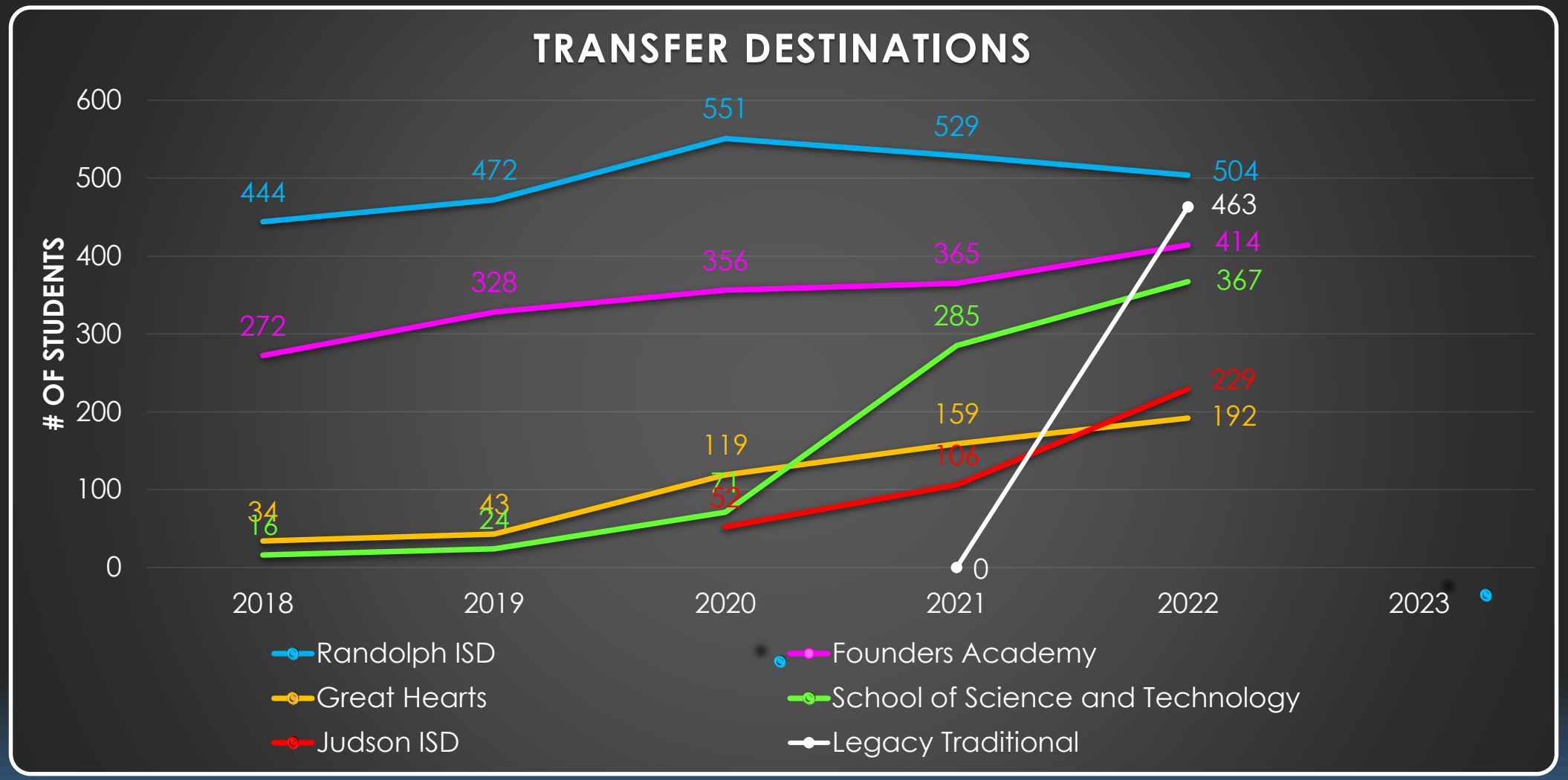
First Year of Legacy Traditional School →

STUDENT TRANSFERS IN VS. OUT

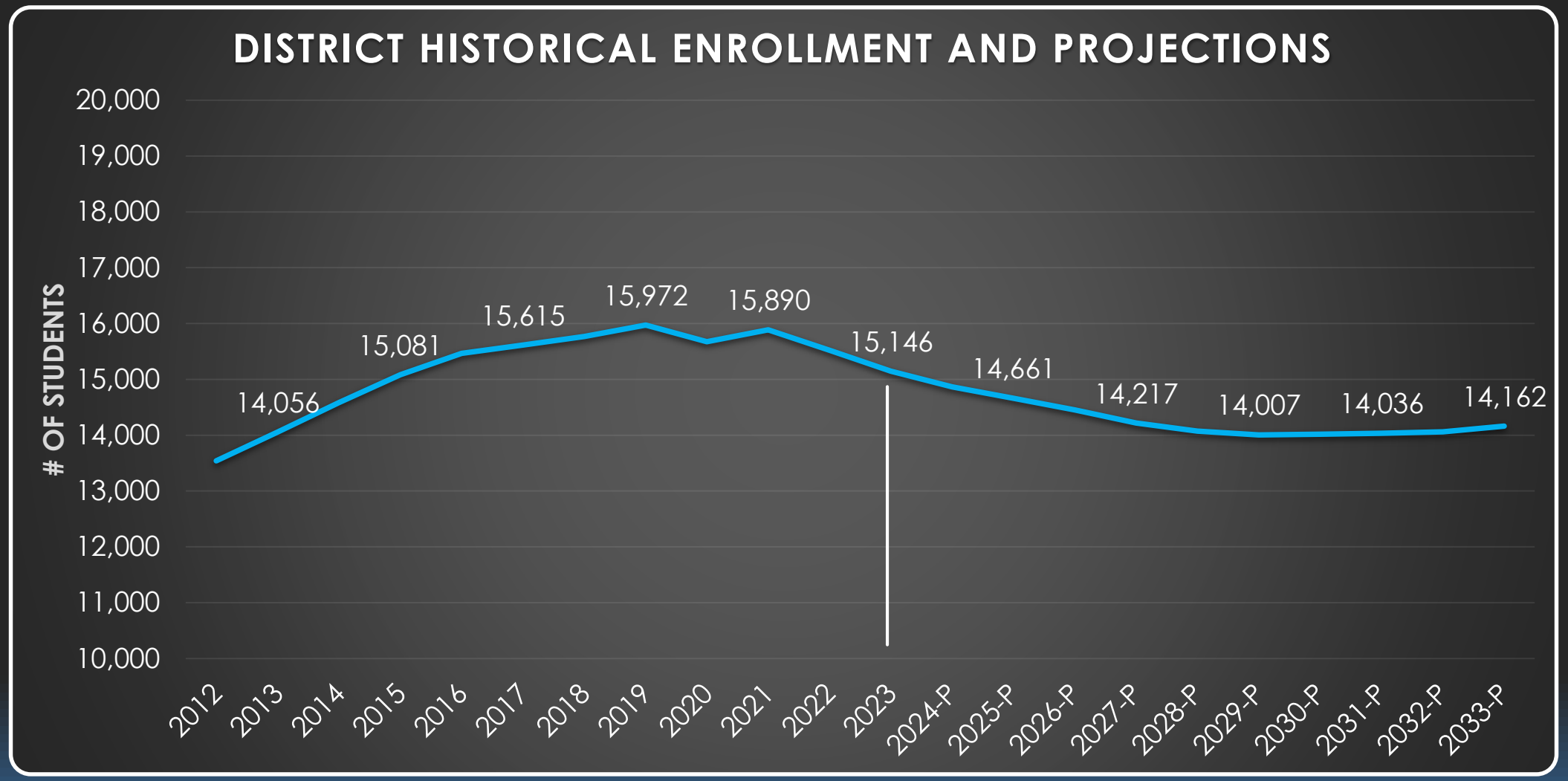



Untitled Map
Write a description for your map.
School of Science and Technology Pre-K – 8th Grade
Legacy Traditional Pre-K – 8th Grade
Founders Academy K – 12th Grade
Legend
District North
Feature 1
Feature 2
3009
2252
482
376B
359
366
376
365
359
1044
380
1103
357
354
361
78
371
363
363A
369
78
1518
1604
78
317
311
316
319
318
465
78
1976
1518
1604
321
310
308
2538
325
2538
35
10
Google Earth
N

MAIN DESTINATIONS FOR TRANSFERS OUT



SO, HOW MANY STUDENTS WILL WE HAVE IN THE FUTURE?



ENROLLMENT PROJECTIONS

- Over the next 6 years our District is projected to lose on average 1.3% of our enrollment annually.
  - Resulting in the potential decline in enrollment of another 1,139 students over the same period
  - Larger graduating classes continue to be replaced with smaller Pre-K and Kinder
  - Growth in Charter enrollment is likely to contribute to the smaller elementary class sizes

PEIMS YEAR	PROJECTED ENROLLMENT	GROWTH (DECLINE)	PERCENTAGE CHANGE
2023	15,146	-375	-2.42%
2024-P	14,864	-282	-1.86%
2025-P	14,661	-203	-1.37%
2026-P	14,451	-210	-1.43%
2027-P	14,217	-234	-1. 62%
2028-P	14,073	-144	-1.01%
2029-P	14,007	-66	-0.47%
2030-P	14,017	10	0.07%
2031-P	14,036	19	0.14%
2032-P	14,059	22	0.16%
2033-P	14,162	103	0.73%

ENROLLMENT PROJECTIONS

- Beginning in 2030 the district is expected to begin adding students
  - Incoming elementary enrollment and graduating classes begin to reach a balance
  - In 2033 we are projected to return to the enrollment we had in 2013

PEIMS YEAR	PROJECTED ENROLLMENT	GROWTH (DECLINE)	PERCENTAGE CHANGE
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2024-P	14,864	-282	-1.86%
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2027-P	14,217	-234	-1. 62%
2028-P	14,073	-144	-1.01%
2029-P	14,007	-66	-0.47%
2030-P	14,017	10	0.07%
2031-P	14,036	19	0.14%
2032-P	14,059	22	0.16%
2033-P	14,162	103	0.73%

WHY HAS IT BECOME SO HARD TO PROJECT ENROLLMENT?

- Prior to COVID and area Charter Schools, SCUC was essentially the only option for parents moving into our growing community.
  - When projecting growth, birth rates and housing growth were the only two major variables we had to consider.
- Beginning 2017 with the first area Charter School, parents began to exercise their choice.
  - with COVID we saw virtual learning enter the game and homeschooling became more prevalent
  - Our community also continued to experience aging in place
- Projecting enrollment is much more difficult with these added variables.

FORECASTING CONSIDERATIONS

- Enrollment
  - Historical Trends
  - Projections
  - Transfers to Charters and Other ISDs
- Campus Capacity

UNDERSTANDING CAMPUS CAPACITY

- Design Capacity
  - Capacity of a campus as architecturally designed with every full-size classroom at full capacity
  - Ex. Sippel Elementary has a design capacity of 750 students
- Functional Capacity
  - Design capacity of a campus minus 10% to account for special programs on a campus that reduce the capacity of a full-size classroom
  - Ex. Sippel Elementary has a functional capacity of 675 students
- Maximum Capacity
  - Campus capacity considering the addition of portable classroom buildings to the design capacity and the number of students the common areas of the campus can support
  - Ex. Sippel Elementary has a maximum capacity of 1058 students

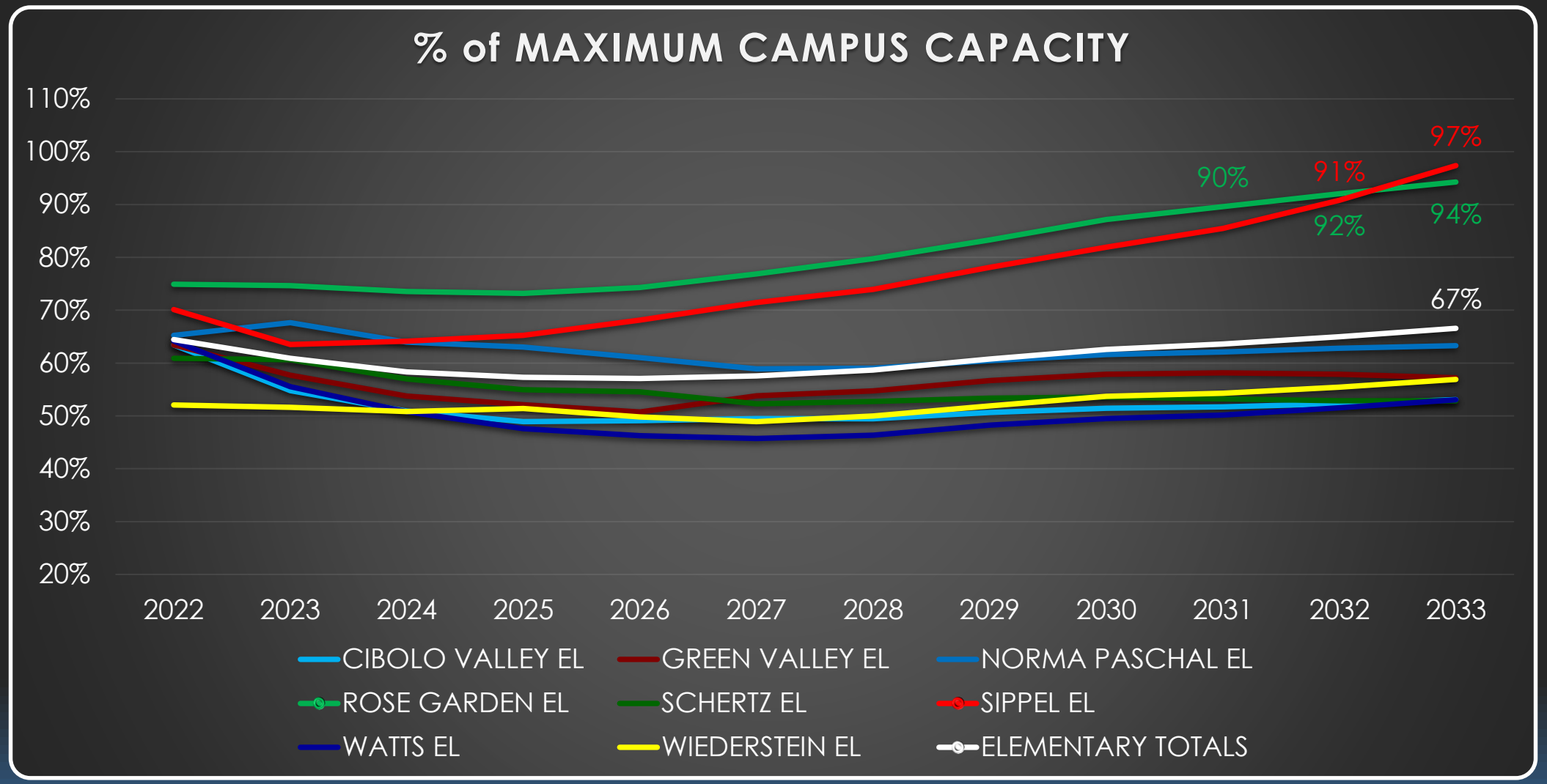
PLANNING USING OUR MAXIMUM CAPACITY

- We begin considering the use of **CAPACITY RELIEF TOOLS** when a campus reaches **90%** of its maximum capacity. The District has several tools at our disposal
- Tools to **REDUCE/MAINTAIN THE ENROLLMENT** of a campus include:
  - Capping enrollment of the campus to new students
  - Moving special programs to campuses with lower enrollments
- Tools to **BALANCE THE ENROLLMENT** at campuses include:
  - Rezoning the attendance boundaries
- Tools to **INCREASE THE CAPACITY** of the campus/district include:
  - Adding portable classroom buildings
  - Adding to or renovating the existing building
  - Building a new campus to the district

ELEMENTARY CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
CIBOLO VALLEY EL	891	1,200	761	657	611	587	589	594	594	608	617	620	627	637
% Max Capacity			63%	55%	51%	49%	49%	49%	49%	51%	51%	52%	52%	53%
GREEN VALLEY EL	673	924	586	533	497	482	469	497	506	524	535	537	535	529
% Max Capacity			63%	58%	54%	52%	51%	54%	55%	57%	58%	58%	58%	57%
NORMA PASCHAL EL	673	924	603	625	591	582	564	544	546	559	569	574	580	585
% Max Capacity			65%	68%	64%	63%	61%	59%	59%	60%	62%	62%	63%	63%
ROSE GARDEN EL	891	1,200	899	896	882	878	891	923	957	999	1,046	1,075	1,104	1,131
% Max Capacity			75%	75%	74%	73%	74%	77%	80%	83%	87%	90%	92%	94%
SCHERTZ EL	675	1,102	671	668	628	605	601	576	581	588	591	586	582	582
% Max Capacity			61%	61%	57%	55%	55%	52%	53%	53%	54%	53%	53%	53%
SIPPEL EL	675	1,058	742	672	679	690	721	756	782	827	867	904	961	1,030
% Max Capacity			70%	64%	64%	65%	68%	71%	74%	78%	82%	85%	91%	97%
WATTS EL	673	924	593	513	469	440	428	423	428	446	457	463	476	490
% Max Capacity			64%	56%	51%	48%	46%	46%	46%	48%	49%	50%	52%	53%
WIEDERSTEIN EL	675	1,058	551	546	538	544	527	517	529	549	568	574	587	602
% Max Capacity			52%	52%	51%	51%	50%	49%	50%	52%	54%	54%	55%	57%
ELEMENTARY TOTALS	5,826	8,390	5,406	5,110	4,895	4,808	4,790	4,830	4,922	5,099	5,250	5,335	5,453	5,587
% Max Capacity			64%	61%	58%	57%	57%	58%	59%	61%	63%	64%	65%	67%
Elementary Percent Change			-3.40%	-5.48%	-4.21%	-1.78%	-0.37%	0.83%	1.91%	3.59%	2.96%	1.63%	2.20%	2.46%
Elementary Absolute Change			-190	-296	-215	-87	-18	40	92	177	151	85	117	134

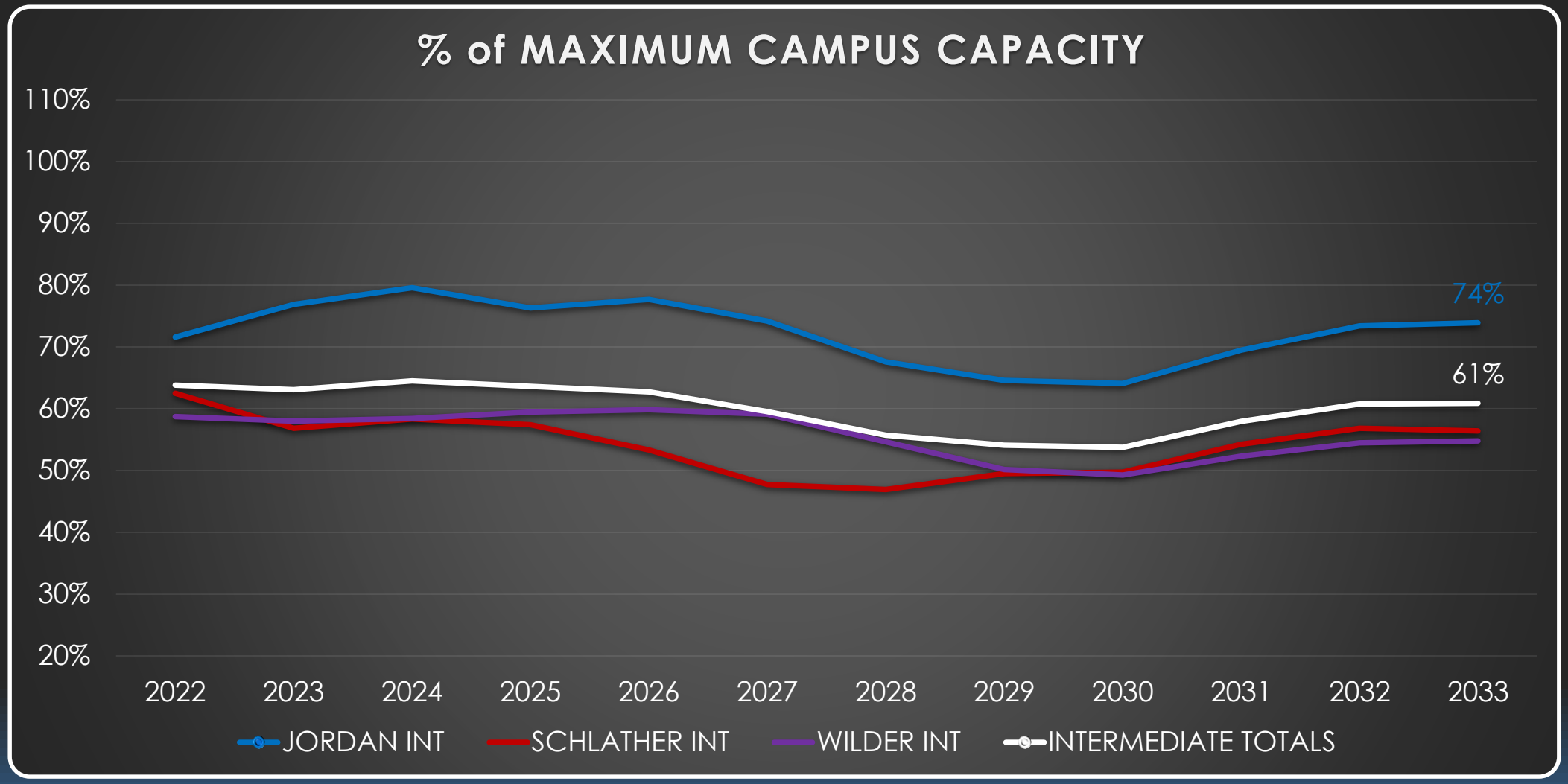
ELEMENTARY CAPACITIES



INTERMEDIATE CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
JORDAN INT	810	1,000	716	769	796	763	777	742	676	646	641	695	734	739
% Max Capacity			72%	77%	80%	76%	78%	74%	68%	65%	64%	70%	73%	74%
SCHLATHER INT	810	1,200	750	682	700	689	640	573	563	594	597	651	682	677
% Max Capacity			63%	57%	58%	57%	53%	48%	47%	50%	50%	54%	57%	56%
WILDER INT	810	1,250	734	725	730	743	748	739	683	627	616	654	681	685
% Max Capacity			59%	58%	58%	59%	60%	59%	55%	50%	49%	52%	54%	55%
INTERMEDIATE TOTALS		3,450	2,201	2,176	2,226	2,195	2,165	2,054	1,922	1,867	1,854	2,000	2,097	2,101
% Max Capacity			64%	63%	65%	64%	63%	60%	56%	54%	54%	58%	61%	61%
Intermediate Percent Change			-6.13%	-1.09%	2.30%	-1.39%	-1.37%	-5.13%	-6.43%	-2.86%	-0.70%	7.87%	4.85%	0.19%
Intermediate Absolute Change			-144	-24	50	-31	-30	-111	-132	-55	-13	146	97	4

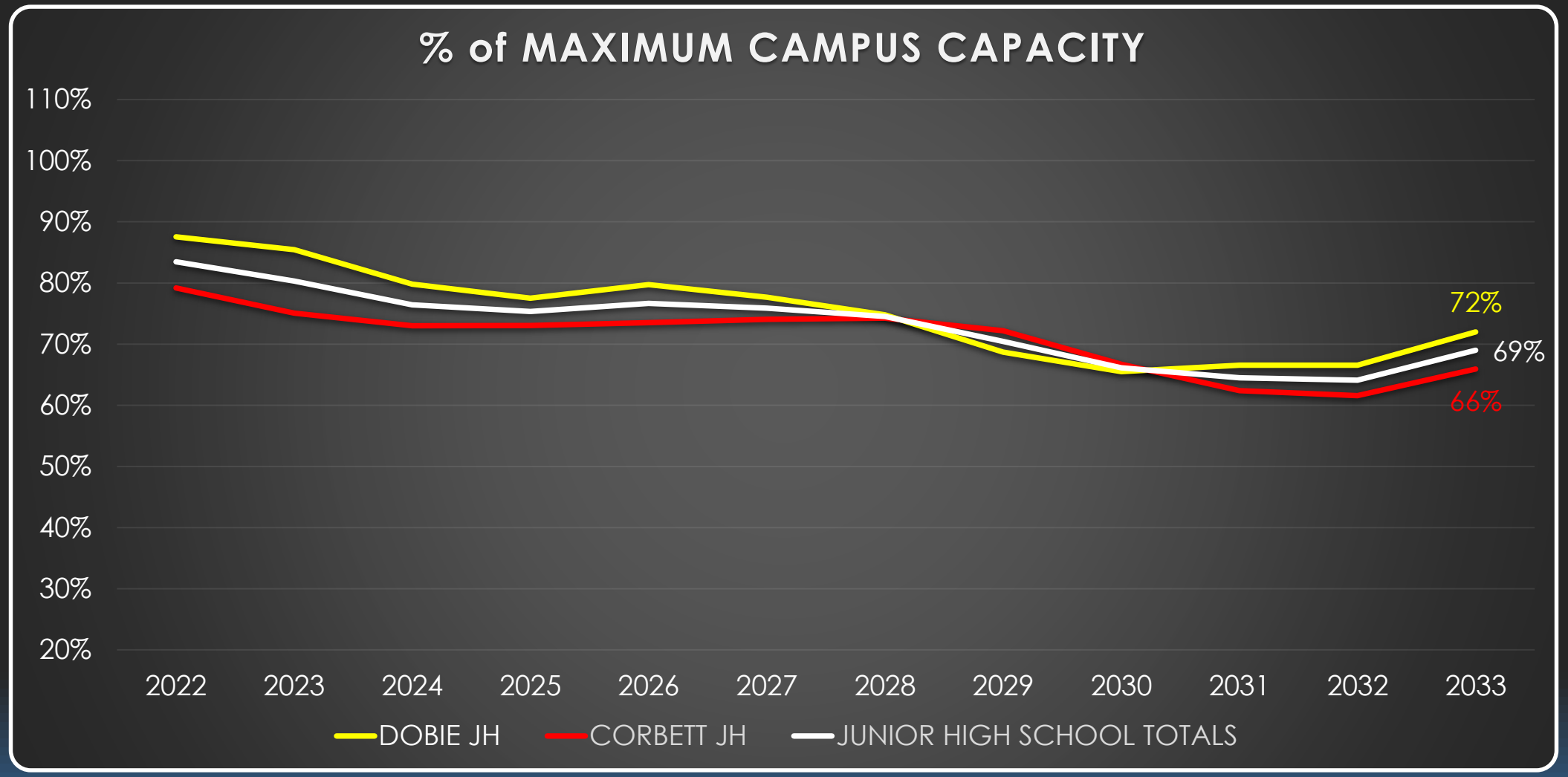
INTERMEDIATE CAPACITIES



JUNIOR HIGH CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
DOBIE JH	1,300	1,540	1,348	1,316	1,229	1,194	1,228	1,196	1,152	1,058	1,009	1,025	1,025	1,109
% Max Capacity			88%	85%	80%	78%	80%	78%	75%	69%	66%	67%	67%	72%
CORBETT JH	1,080	1,500	1,188	1,126	1,095	1,096	1,103	1,111	1,114	1,083	1,001	936	924	989
% Max Capacity			79%	75%	73%	73%	74%	74%	74%	72%	67%	62%	62%	66%
JUNIOR HIGH SCHOOL TOTALS		3,040	2,537	2,442	2,324	2,290	2,331	2,307	2,266	2,141	2,010	1,961	1,949	2,098
% Max Capacity			83%	80%	76%	75%	77%	76%	75%	70%	66%	65%	64%	69%
Junior High School Percent Change			-2.62%	-3.71%	-4.83%	-1.46%	1.79%	-1.03%	-1.78%	-5.52%	-6.12%	-2.44%	-0.61%	7.64%
Junior High School Absolute Change			-68	-94	-118	-34	41	-24	-41	-125	-131	-49	-12	149

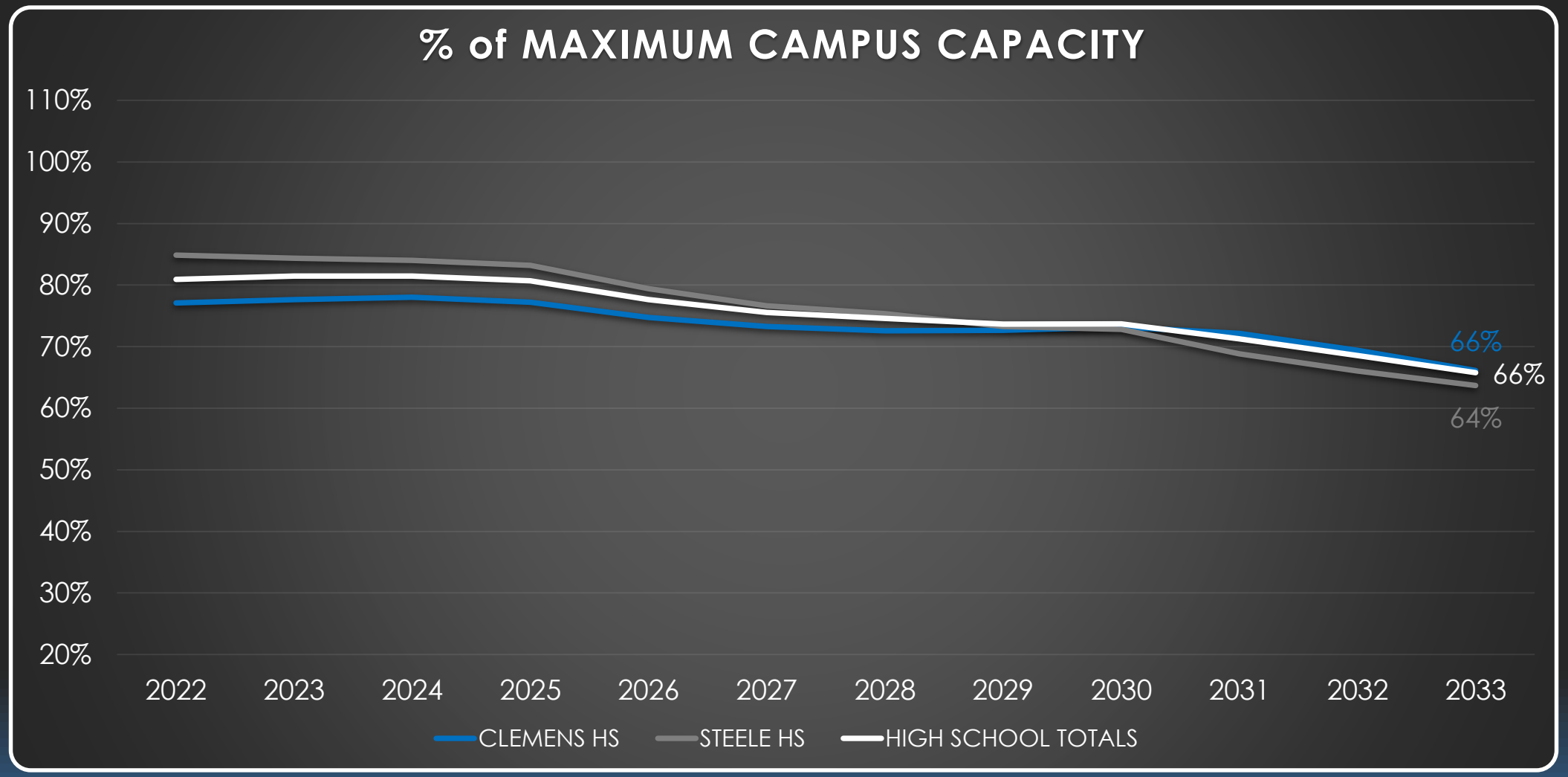
JUNIOR HIGH CAPACITIES



HIGH SCHOOL CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS	ENROLLMENT PROJECTIONS									
			2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
CLEMENS HS	2,700	3,300	2,544	2,563	2,576	2,550	2,469	2,419	2,397	2,400	2,418	2,383	2,292	2,183
% Max Capacity			77%	78%	78%	77%	75%	73%	73%	73%	73%	72%	69%	66%
STEELE HS	2,160	3,200	2,716	2,700	2,688	2,663	2,541	2,452	2,411	2,345	2,330	2,202	2,113	2,038
% Max Capacity			85%	84%	84%	83%	79%	77%	75%	73%	73%	69%	66%	64%
HIGH SCHOOL TOTALS		6,650	5,381	5,418	5,419	5,368	5,165	5,026	4,963	4,900	4,903	4,740	4,560	4,376
% Max Capacity			81%	81%	81%	81%	78%	76%	75%	74%	74%	71%	69%	66%
High School Percent Change			0.69%	0.71%	0.02%	-0.94%	-3.78%	-2.69%	-1.25%	-1.27%	0.06%	-3.32%	-3.80%	-4.04%
High School Absolute Change			37	38	1	-52	-204	-137	-64	-63	3	-163	-180	-183

HIGH SCHOOL CAPACITIES



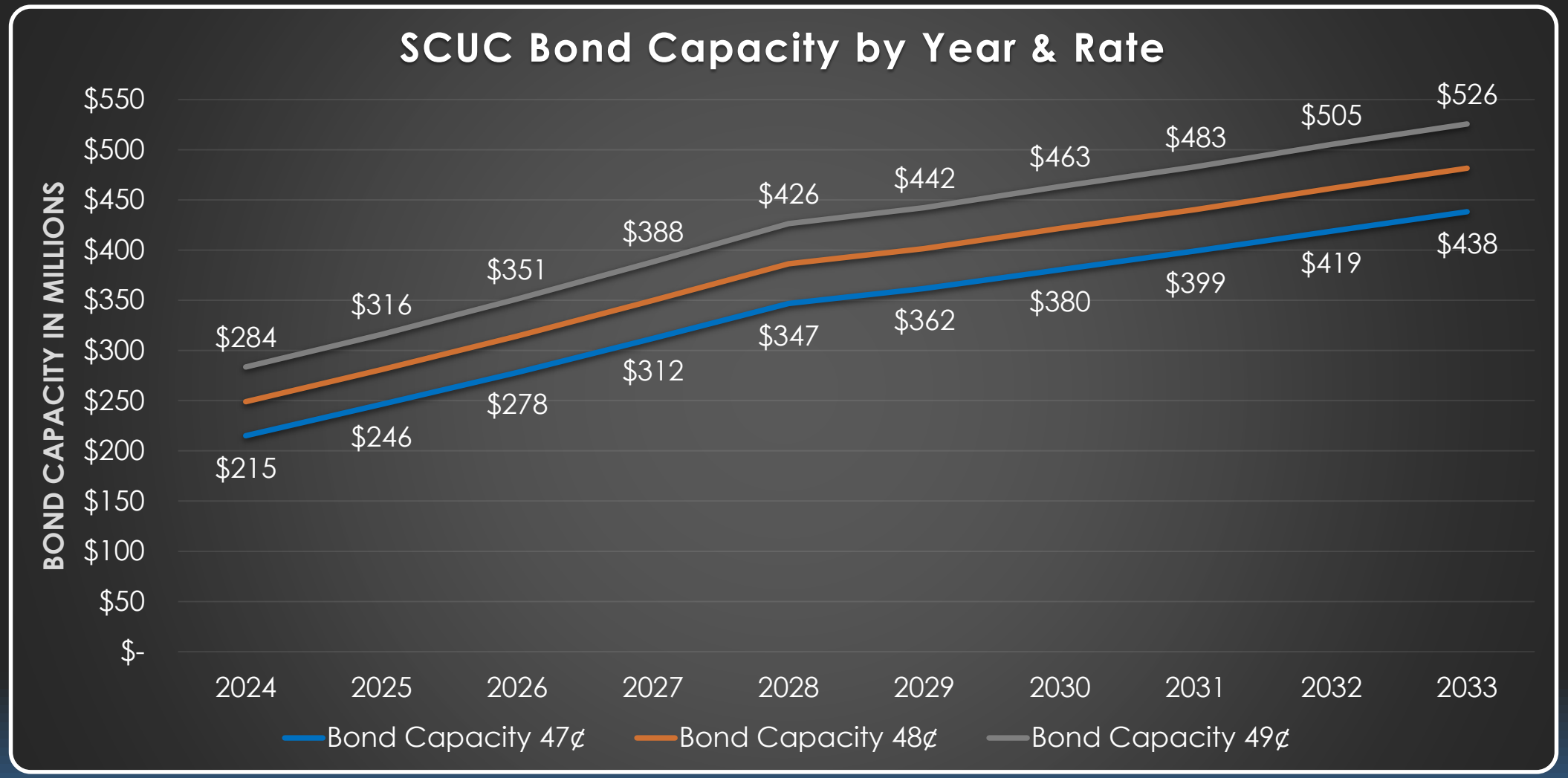
FORECASTING CONSIDERATIONS

- Enrollment
  - Historical Trends
  - Projections
  - Transfers to Charters and Other ISDs
- Campus Capacity
- Bonding Capacity

PROJECTING BONDING CAPACITY - SCUC

- Projecting Tax Revenue
  - Assumes NO refinancing for bond savings
    - Defeasing principal
  - Modest property value growth
    - 4.0% annual increase for 2024-2028
    - 2.0% annual increase for 2029-2033
- As debt is restructured and property values increase, we begin to have some bonding capacity
  - Capacity for additional debt is lower at first, more in later years
- Forecasting using three options for I&S Tax Rate
  - **$0.47** per $100 of valuation (Current), **$0.48** per $100 valuation, and **$0.49** per $100 valuation

PROJECTED AVAILABLE BOND DOLLARS



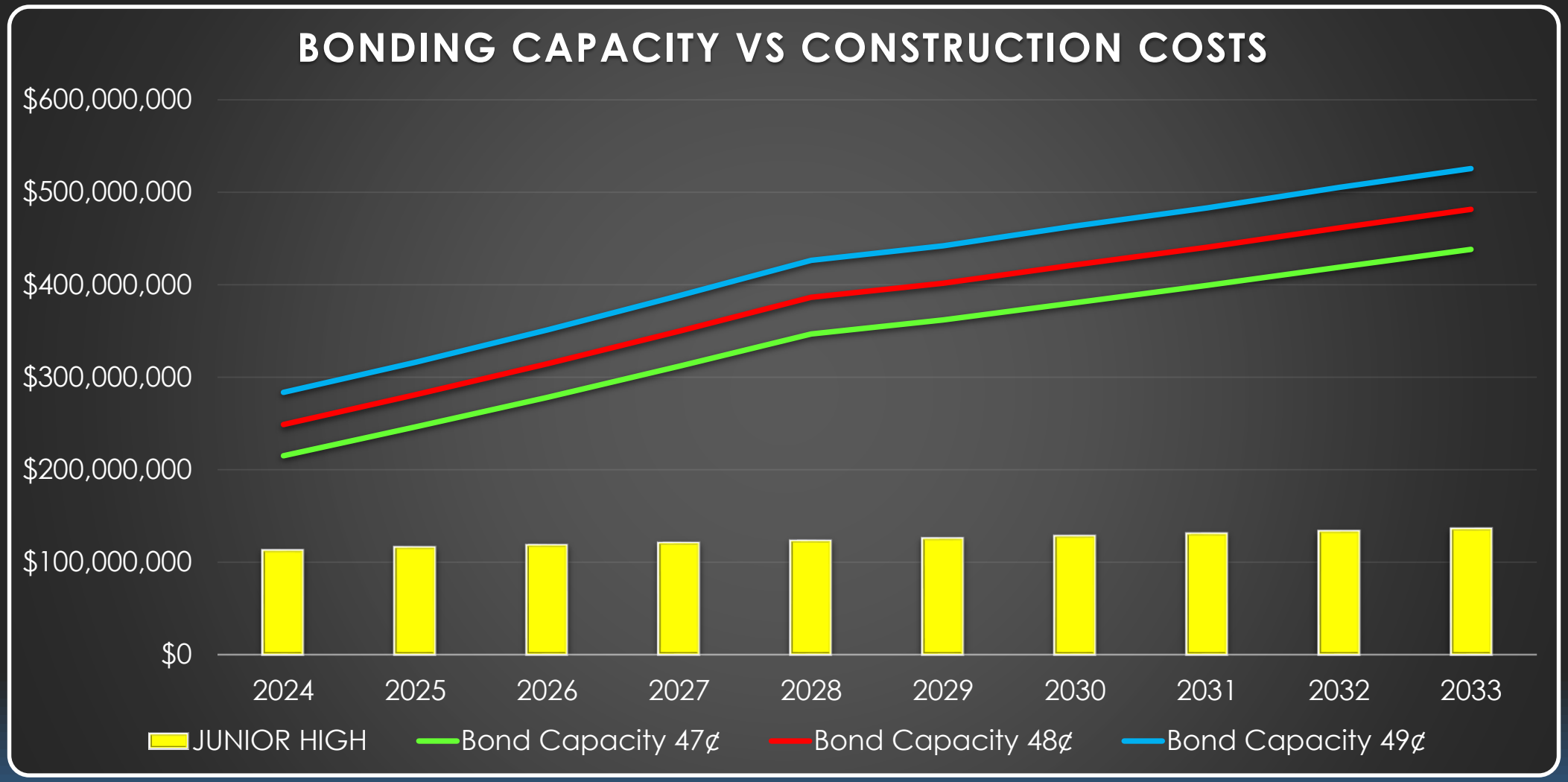
PROJECTING FACILITY COSTS - SCUC

- Projecting Future Costs of New Facilities
  - Fluctuating materials and labor costs make long-term projections difficult
  - The market has seen huge inflation over the last several years, but seems to have stabilized during 2023
    - 2020-2023 we experienced 7-15% inflation annually
  - Projecting past 2024
    - 3% annual inflation for 2024
    - 2% annual inflation for 2025 and beyond
- Construction Estimate Rules of Thumb – 2024 Dollars
  - High School - $235 Million
  - Junior High School - $113 Million
  - Intermediate/Elementary - $72 Million

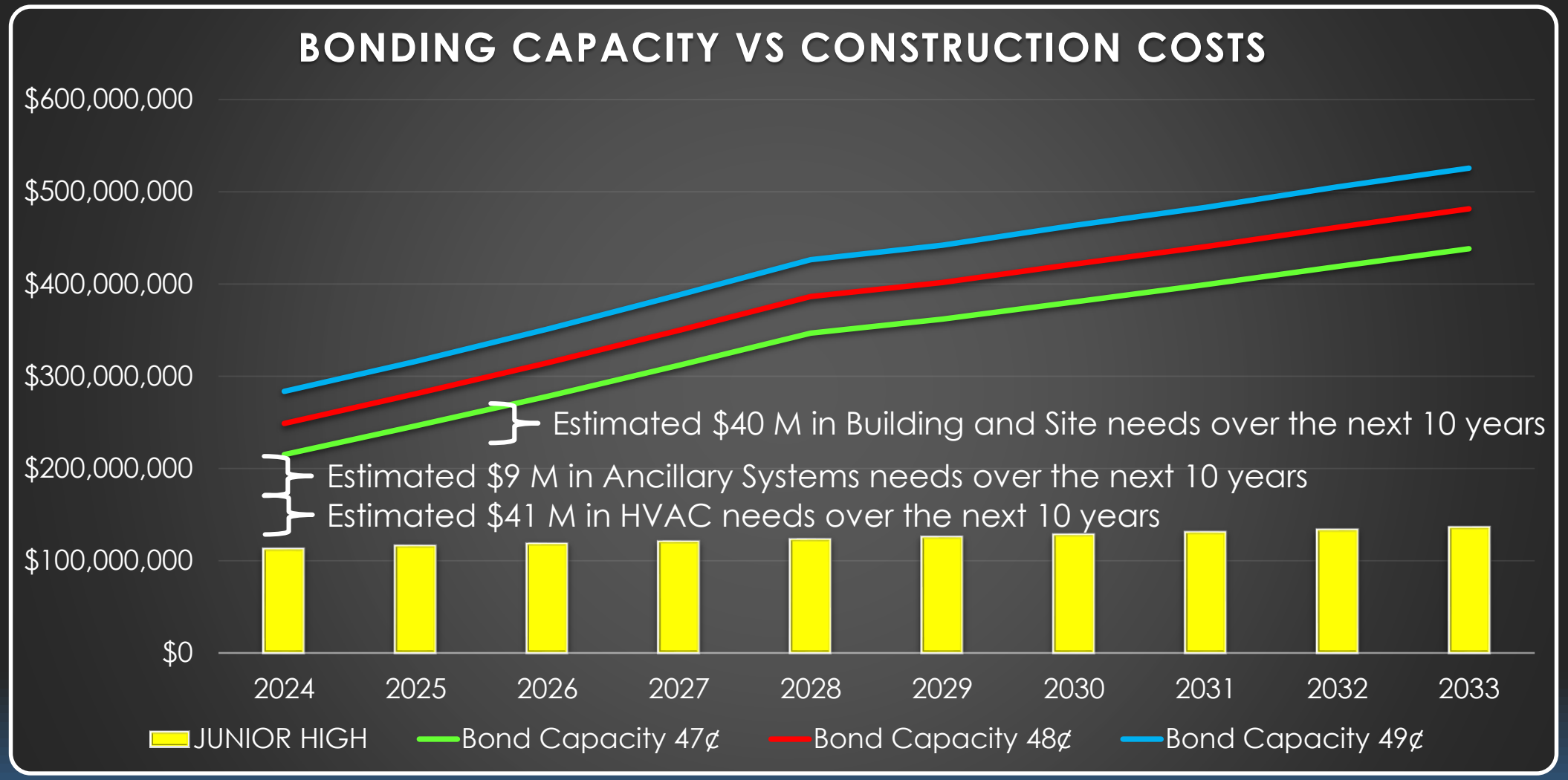
PROJECTING FACILITY COSTS - SCUC

YEAR	High School	Junior High	Elementary/ Intermediate
2024	$ 235,000,000	$ 113,000,000	$ 72,000,000
2025-P	$ 242,050,000	$ 116,390,000	$ 74,160,000
2026-P	$ 246,891,000	$ 118,717,800	$ 75,643,200
2027-P	$ 251,828,820	$ 121,092,156	$ 77,156,064
2028-P	$ 256,865,396	$ 123,513,999	$ 78,699,185
2029-P	$ 262,002,704	$ 125,984,279	$ 80,273,169
2030-P	$ 267,242,758	$ 128,503,965	$ 81,878,632
2031-P	$ 272,587,614	$ 131,074,044	$ 83,516,205
2032-P	$ 278,039,366	$ 133,695,525	$ 85,186,529
2033-P	$ 283,600,153	$ 136,369,435	$ 86,890,260
2034-P	$ 289,272,156	$ 139,096,824	$ 88,628,065

PROJECTED BOND CAPACITIES VS. CONSTRUCTION COSTS



PROJECTED BOND CAPACITIES VS. CONSTRUCTION COSTS



TAKE AWAYS….

- Student Enrollment/Projections
  - Prior to COVID-19 SCUC ISD's enrollment growth had slowed to 1% per year
  - COVID and the opening of charter schools has impacted district enrollment, especially at the younger grades
  - This multi-year impact is reducing our enrollment even with new housing
  - An average 1% annual decline in enrollment is forecasted for the next six years
- Capacity Relief Tools
  - We have multiple tools to help relieve our campuses once they surpass 90% of their max capacity and move closer to 100%
- With our projected enrollment declining, our attention must be focused on maintaining the infrastructure of our existing buildings and identifying future programmatic needs for our students
- We also need to consider if 2 Junior Highs continue to meet the needs of our District

QUESTIONS/COMMENTS



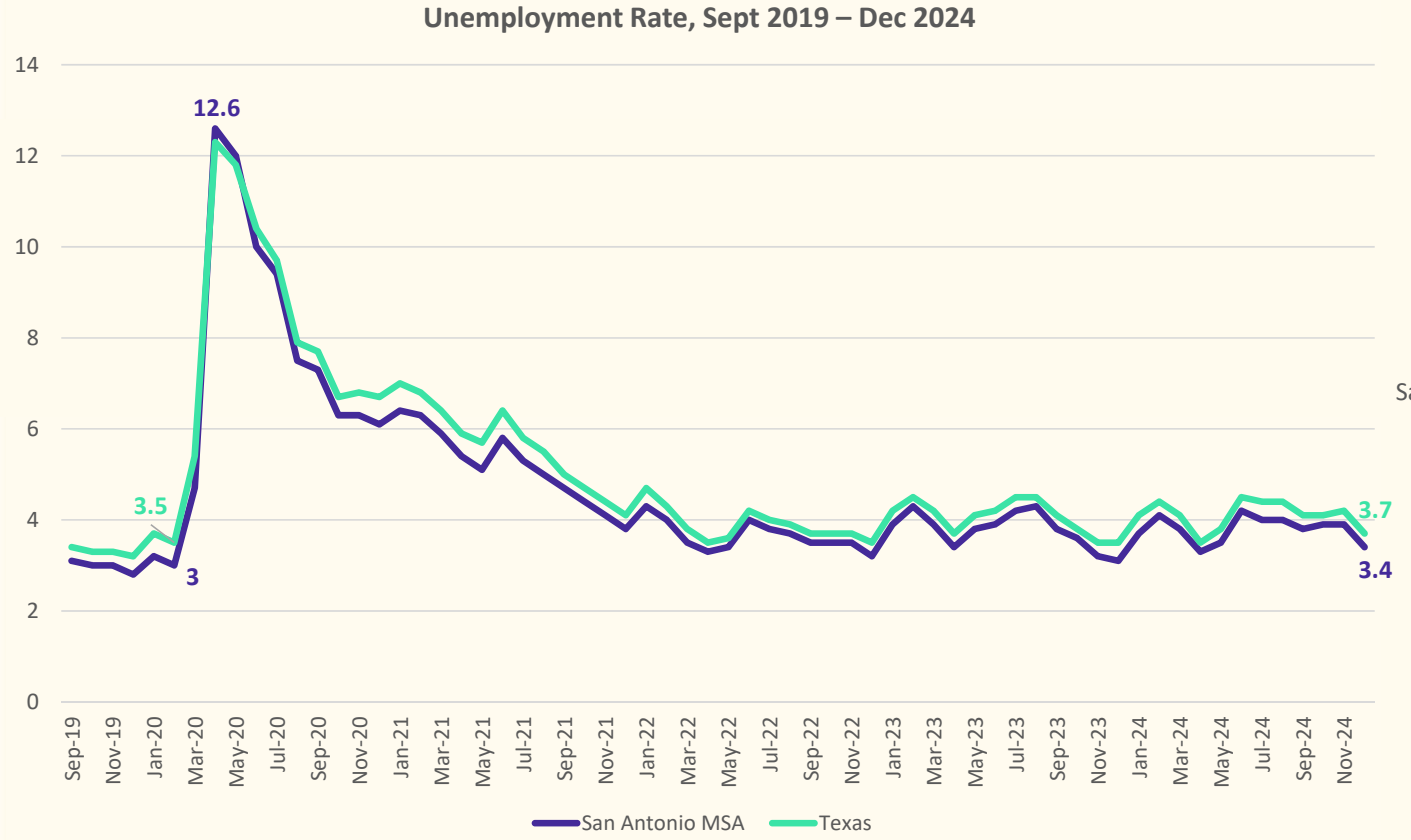
Zonda Education

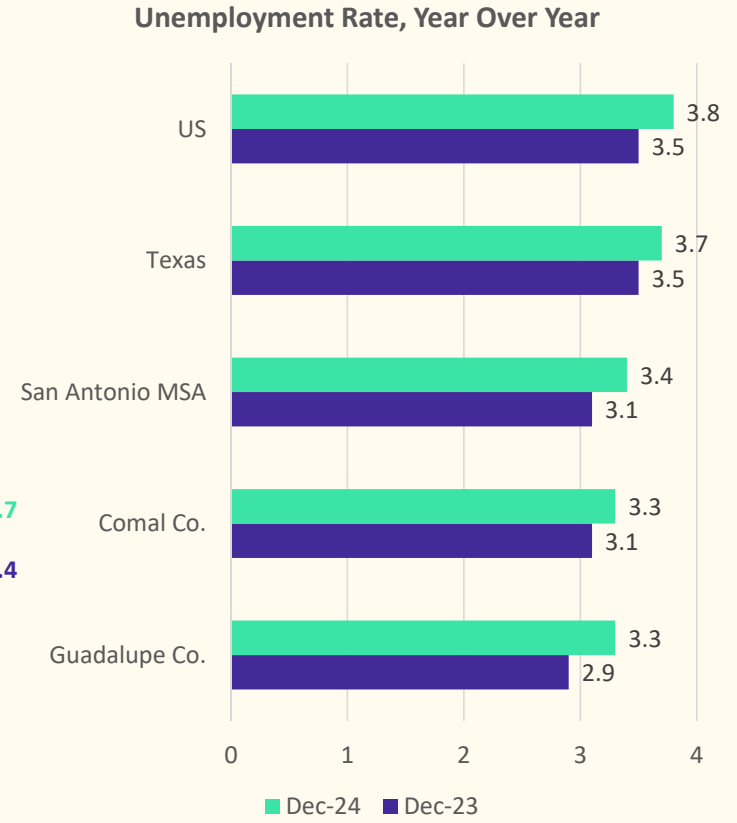


4Q24

Demographic Report

Local Economic Conditions



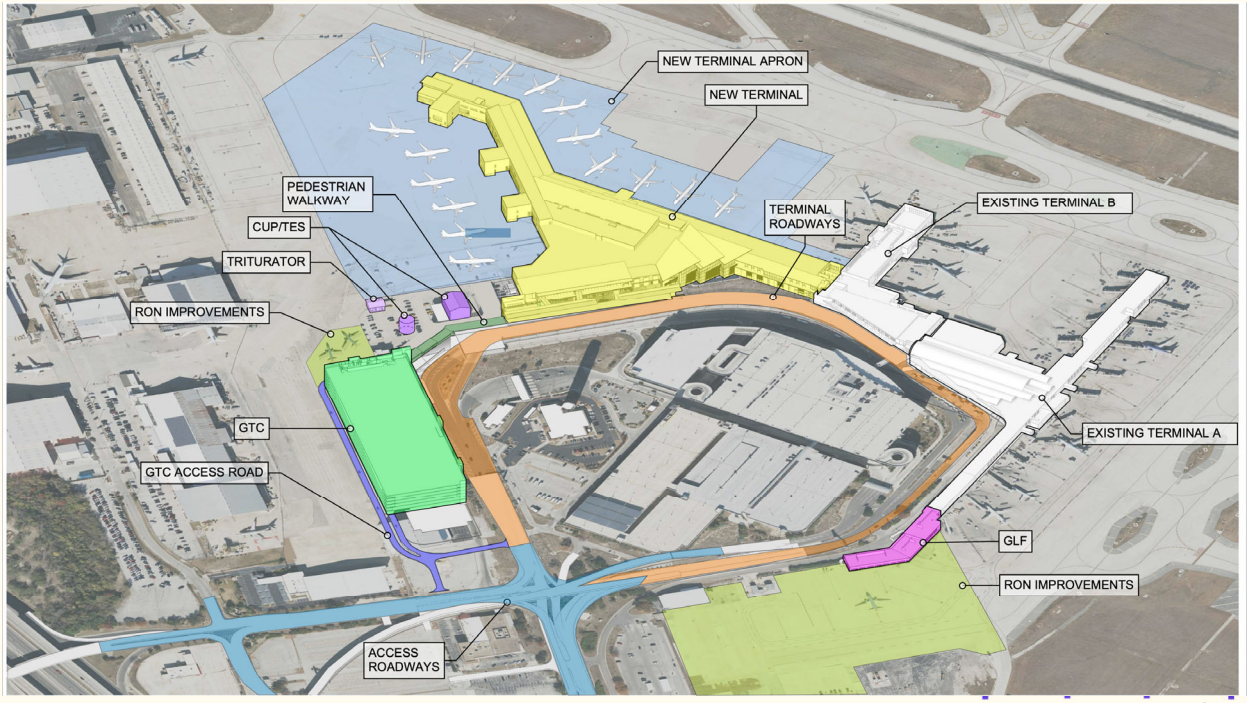


Zonda Education

Local Economic Conditions

San Antonio International Airport

- Broke ground on third terminal at end of 2024
- Estimated total cost = $2.5 billion
- Third terminal will anchor the expansion & improvement project housing as many as 17 new gates spanning approx. 850,000 sq. ft.
- Will include concessions and lounge areas while housing new Federal Inspection Station to accommodate expanded international air service
- Expected to generate $3.2 billion in revenue for the city over 15 years
- New ground loading facility also added at Terminal A including new passenger gates and overnight aircraft parking
- The third terminal is scheduled for completion in 2028



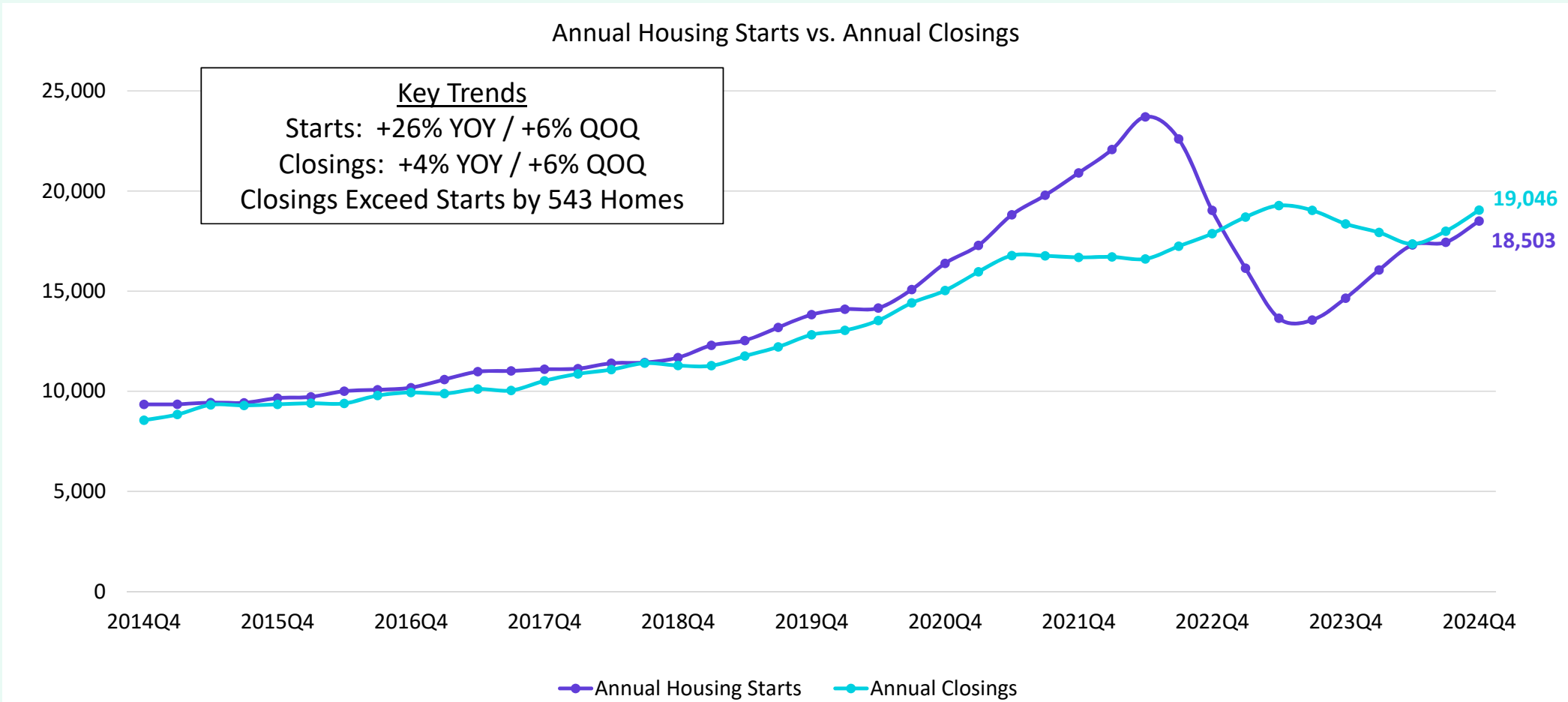
Housing Activity by MSA

Top 25 Housing Starts Markets (4Q2024)

Rank	Market	4Q24 Annualized Starts	4Q24 YOY Change	4Q19 Annualized Starts	Change from 2019
1	Dallas	47,421	13%	34,816	36%
2	Houston	39,036	10%	30,646	27%
3	Phoenix	22,800	32%	21,598	6%
4	San Antonio	18,232	25%	13,816	32%
5	Atlanta	18,206	2%	23,113	-21%
6	Austin	16,293	2%	18,952	-14%
7	Orlando	13,524	-15%	14,624	-8%
8	Tampa	12,131	1%	12,296	-1%
9	Charlotte	11,991	2%	12,136	-1%
10	Raleigh	11,848	15%	10,033	18%
11	Las Vegas	11,499	18%	9,852	17%
12	Riverside/San Bernardino	11,025	-4%	9,780	13%
13	Washington, DC	10,963	8%	12,608	-13%
14	Jacksonville	10,341	5%	8,833	17%
15	Sarasota	10,010	12%	6,071	65%
16	Nashville	9,348	2%	8,955	4%
17	Miami	9,087	4%	8,058	13%
18	Portland	8,789	85%	5,273	67%
19	Seattle	8,270	32%	8,579	-4%
20	Denver	8,199	8%	9,925	-17%
21	Lakeland	7,846	7%	5,084	54%
22	Boise	7,456	42%	6,468	15%
23	Minneapolis	7,436	12%	7,852	-5%
24	Indianapolis	7,196	15%	6,019	20%
25	Chicago	7,020	9%	6,110	15%

Source: Zonda

San Antonio New Home Starts & Closings



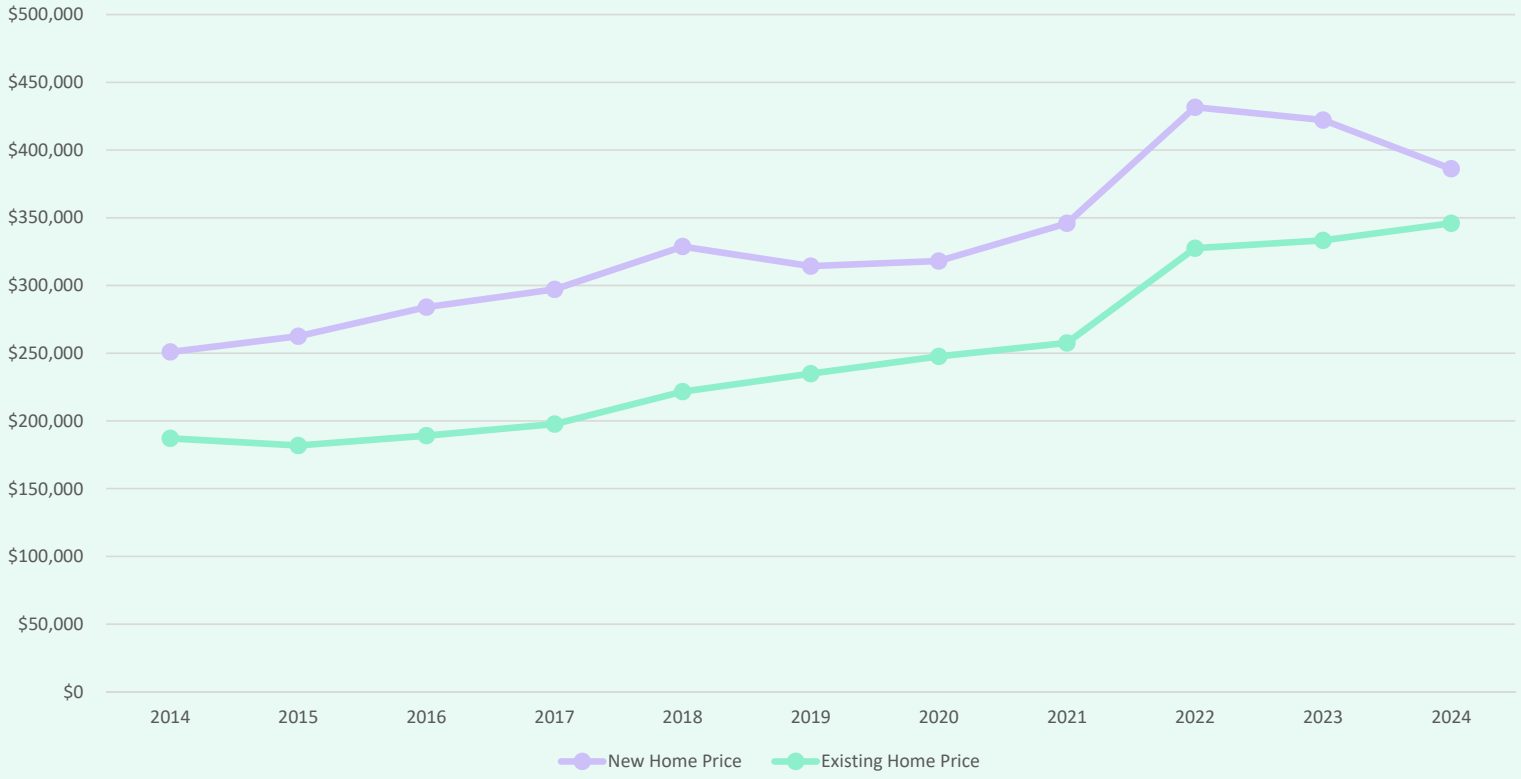
Source: Zonda

Zonda Education

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SCUC ISD Housing Market Analysis

Average New vs. Existing Home Sale Price, 2013 - 2024



	Avg New Home	Avg Existing Home
2014	$250,897	$187,097
2015	$262,532	$181,881
2016	$284,037	$189,189
2017	$297,182	$197,710
2018	$328,762	$221,637
2019	$314,299	$234,868
2020	$318,065	$247,691
2021	$345,858	$257,537
2022	$431,606	$327,526
2023	$422,149	$333,286
2024	$386,156	$345,921

- The average new home sale price in SCUC ISD has risen 54% between 2014 and 2024, an increase of more than $135,200
- The average existing home sale price in SCUC ISD has risen 85% in the last 10 years, an increase of more than $158,800

Zonda Education

San Antonio New Home Ranking Report

ISD Ranked by Annual Closings – 4Q24

Rank	District Name	Annual Starts	Annual Closings	Inventory	VDL	Future
1	NORTHSIDE ISD (BEXAR)	3,739	3,920	1,909	6,114	21,246
2	COMAL ISD	2,691	3,028	1,670	4,843	21,591
3	MEDINA VALLEY ISD	2,377	2,410	1,232	5,228	27,810
4	EAST CENTRAL ISD	2,513	2,230	1,243	4,351	24,478
5	SOUTHWEST ISD	1,301	1,328	628	2,269	7,296
6	JUDSON ISD	615	899	207	547	871
7	**SCUC ISD**	**787**	**894**	**391**	**2,113**	**5,896**
8	NAVARRO ISD	841	832	453	1,290	6,635
9	BOERNE ISD	777	761	497	1,545	9,427
10	SOUTHSIDE ISD	700	730	322	927	16,702
11	NEW BRAUNFELS ISD	656	589	407	854	6,164
12	NORTH EAST ISD	397	361	234	906	5,196
13	SEGUIN ISD	325	342	204	668	5,384
14	SOUTH SAN ANTONIO ISD	300	238	164	86	790
15	MARION ISD	230	174	139	327	4,559
16	FLORESVILLE ISD	116	137	49	227	0
17	SAN ANTONIO ISD	59	87	126	305	772
18	LYTLE ISD	91	76	44	319	1,046
19	PLEASANTON ISD	54	61	25	72	0
20	ALAMO HEIGHTS ISD	3	41	8	15	19

** Based on additional Zonda Education housing research*

District New Home Starts and Closings



Starts	2018	2019	2020	2021	2022	2023	2024
1Q	175	201	237	294	349	103	189
2Q	180	176	197	300	393	187	260
3Q	177	207	261	265	174	241	163
4Q	185	198	232	319	63	157	161
Total	**717**	**782**	**927**	**1,178**	**979**	**688**	**773**

Closings	2018	2019	2020	2021	2022	2023	2024
1Q	133	138	165	190	181	280	235
2Q	185	211	249	258	227	247	249
3Q	185	240	286	268	218	199	200
4Q	161	179	213	196	334	155	214
Total	**664**	**768**	**913**	**912**	**960**	**881**	**898**

District Housing Overview by Elementary Zone

Elementary	Annual Starts	Quarter Starts	Annual Closings	Quarter Closings	Under Const.	Inventory	Vacant Dev. Lots	Future
CIBOLO VALLEY	76	11	123	30	13	33	118	36
GREEN VALLEY	0	0	0	0	0	0	0	0
PASCHAL	1	0	3	2	1	1	41	242
ROSE GARDEN	234	64	230	53	85	137	827	2,499
SCHERTZ	0	0	21	0	0	1	0	60
SIPPEL	298	70	277	68	76	154	729	1,817
WATTS	47	7	80	20	8	16	15	580
WIEDERSTEIN	131	9	160	41	13	49	383	662
Grand Total	**787**	**161**	**894**	**214**	**196**	**391**	**2,113**	**5,896**

Highest activity in the category

Second highest activity in the category

Third highest activity in the category

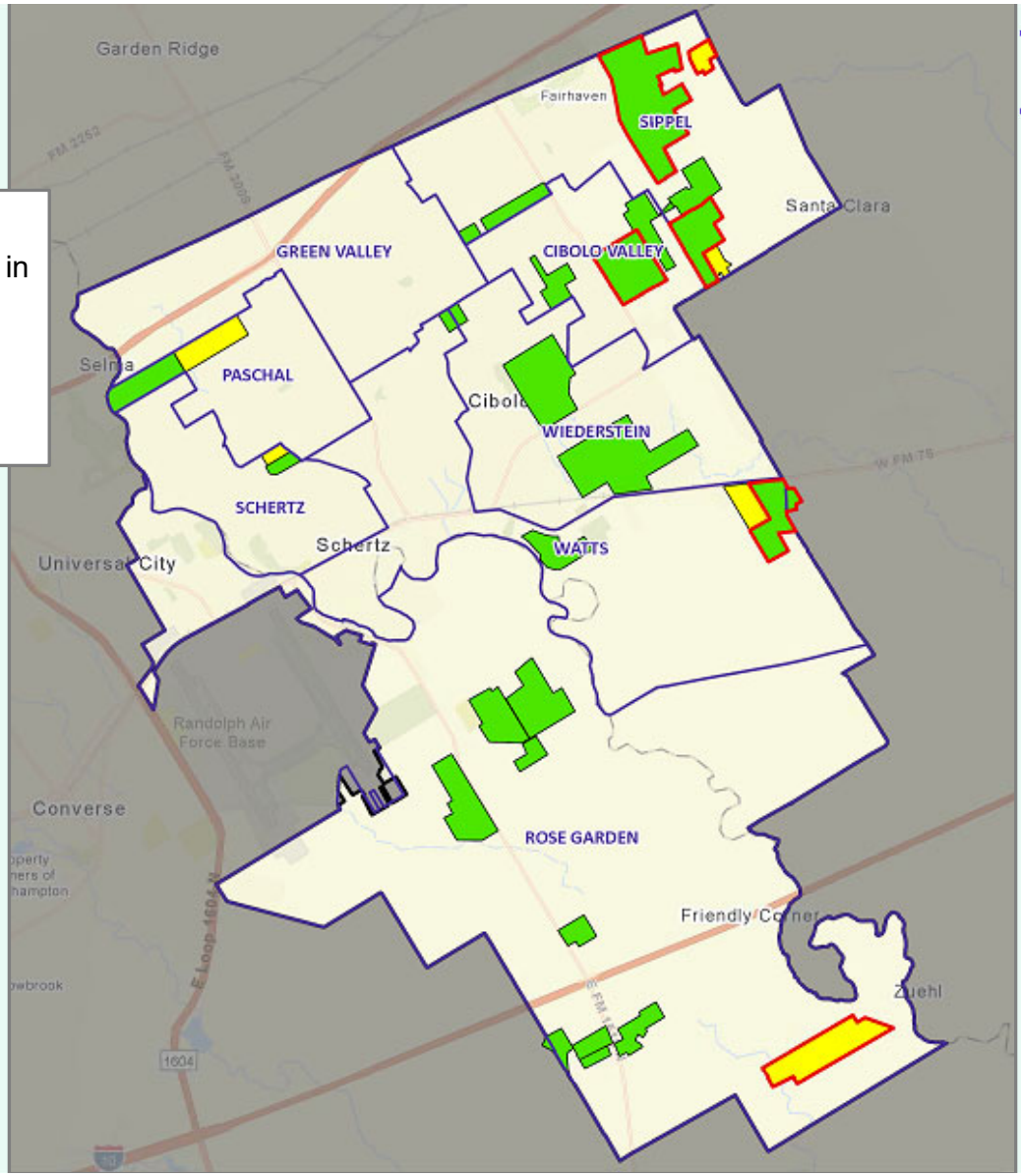
Zonda Education

District Housing Overview

- The district has 23 actively building subdivisions
- Within SCUC ISD there are 6 future subdivisions in various stages of planning
- Of these, groundwork is underway on more than 500 lots within 6 subdivisions
- 462 lots were delivered in the 4th quarter

Subdivisions

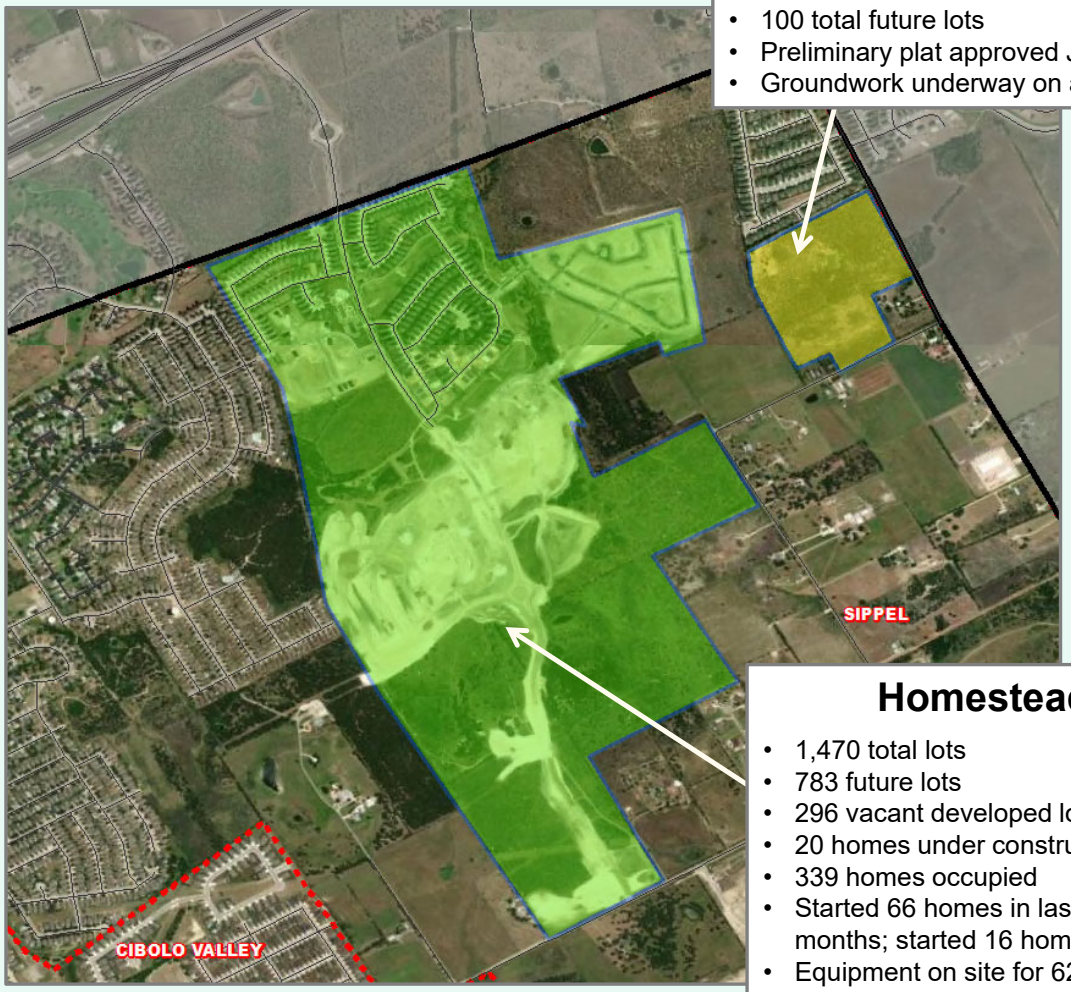
- ACTIVE
- FUTURE
- Groundwork Underway



Residential Activity

Mont Blanc

- 100 total future lots
- Preliminary plat approved Jan 2023
- Groundwork underway on all lots



Homestead

- 1,470 total lots
- 783 future lots
- 296 vacant developed lots
- 20 homes under construction
- 339 homes occupied
- Started 66 homes in last 12 months; started 16 homes in 4Q24
- Equipment on site for 62 lots in Phase 11
- $400K - $700K

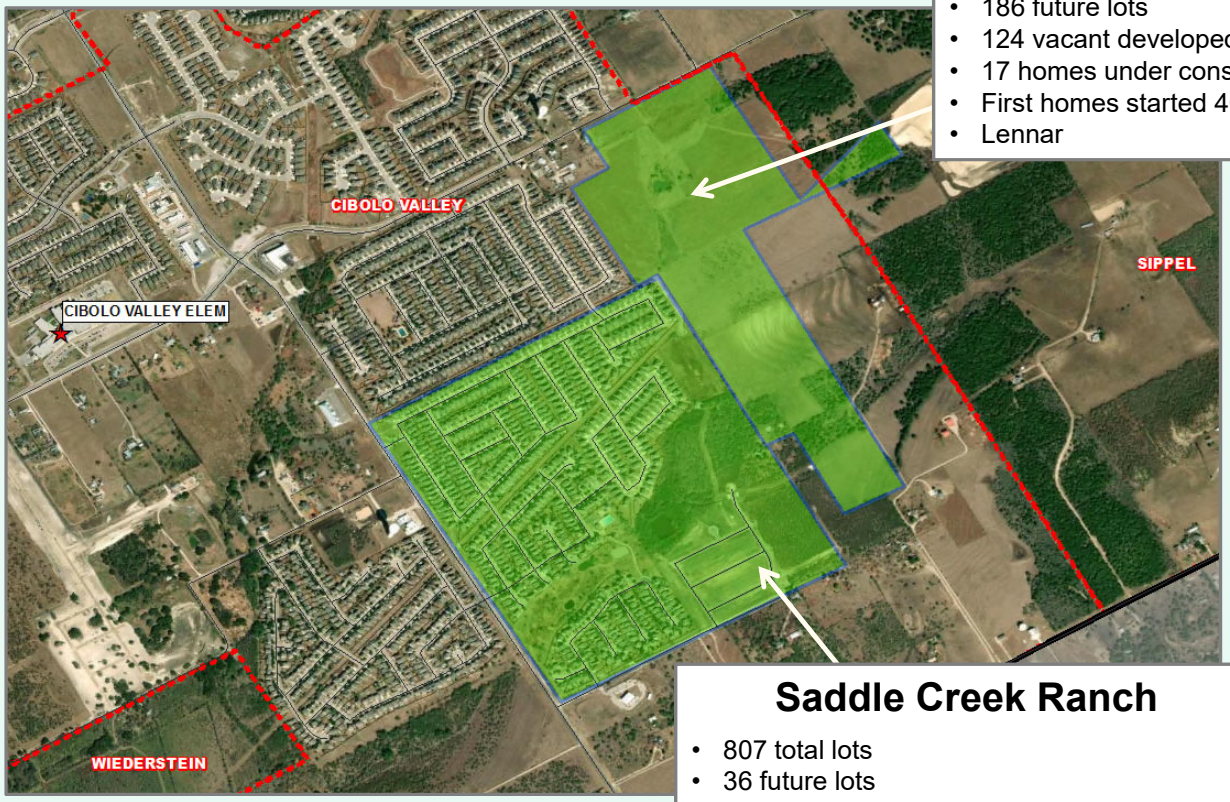
January 24, 2025



Residential Activity

Grace Valley – Cibolo Farms

- 331 total lots
- 186 future lots
- 124 vacant developed lots
- 17 homes under construction
- First homes started 4Q24
- Lennar



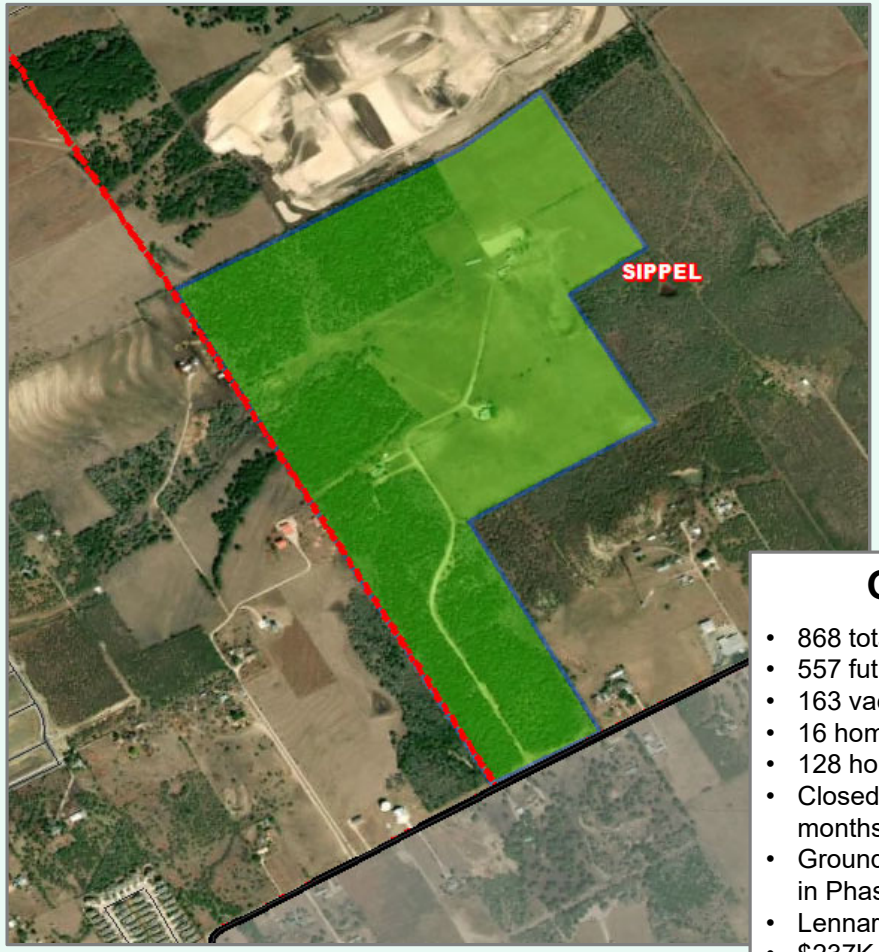
Saddle Creek Ranch

- 807 total lots
- 36 future lots
- 61 vacant developed lots
- 7 homes under construction
- 690 homes occupied
- Closed 61 homes in last 12 months; closed 16 homes in 2Q24
- Groundwork underway on remaining lots
- $290K+

January 24, 2025



Residential Activity



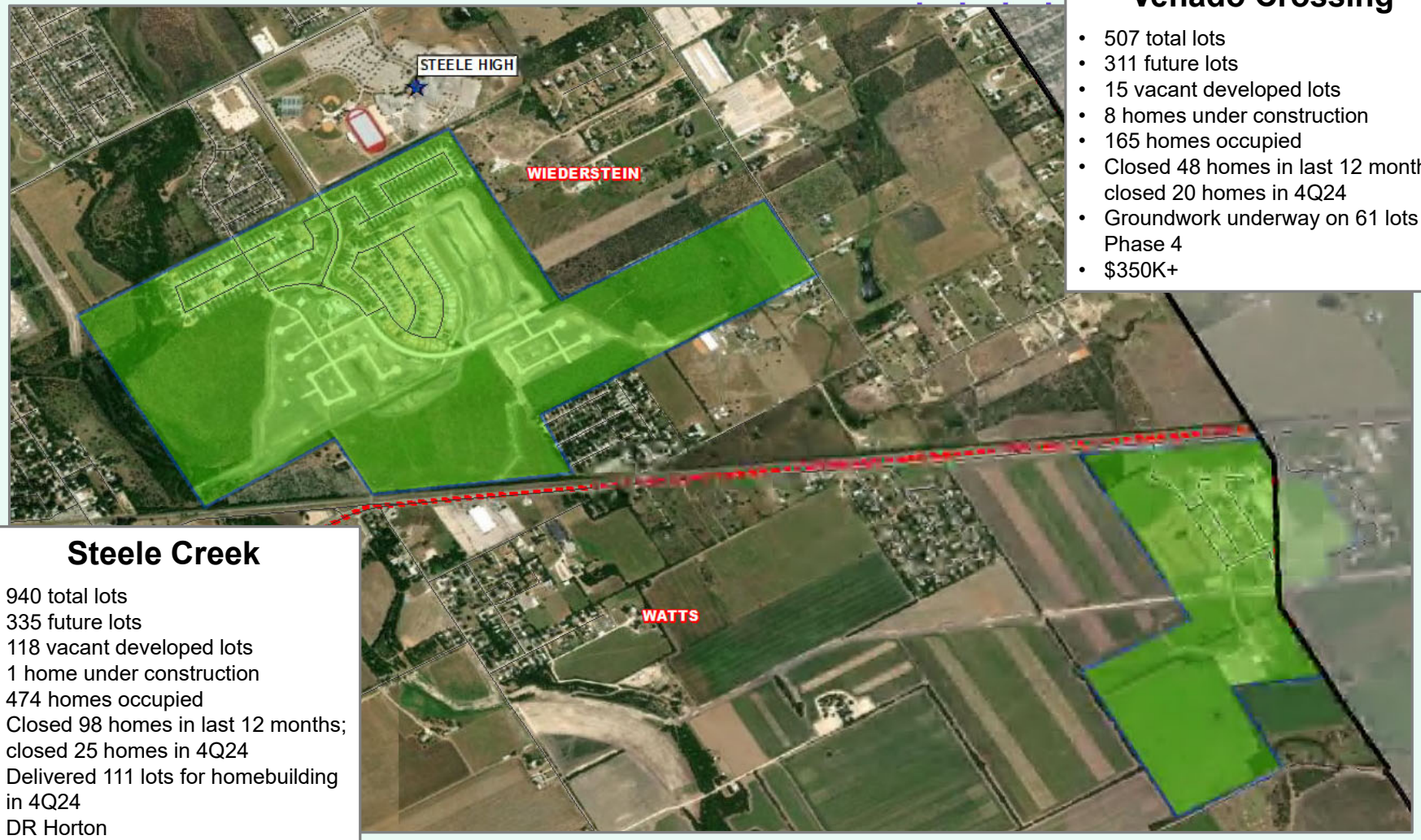
January 24, 2025



Grace Valley

- 868 total lots
- 557 future lots
- 163 vacant developed lots
- 16 homes under construction
- 128 homes occupied
- Closed 123 homes in last 12 months; closed 32 homes in 4Q24
- Groundwork underway on 111 lots in Phase 3A
- Lennar
- $237K+

Residential Activity



Venado Crossing

- 507 total lots
- 311 future lots
- 15 vacant developed lots
- 8 homes under construction
- 165 homes occupied
- Closed 48 homes in last 12 months; closed 20 homes in 4Q24
- Groundwork underway on 61 lots in Phase 4
- $350K+

Steele Creek

- 940 total lots
- 335 future lots
- 118 vacant developed lots
- 1 home under construction
- 474 homes occupied
- Closed 98 homes in last 12 months; closed 25 homes in 4Q24
- Delivered 111 lots for homebuilding in 4Q24
- DR Horton
- $365K+

Residential Activity



January 24, 2025



Saddlebrook Ranch

- 635 total lots
- 335 future lots
- 287 vacant developed lots
- 12 homes under construction
- Started first homes 3Q24
- Delivered 132 lots for homebuilding in Phase 4 & 5 in 4Q24
- Ashton Woods
- $362K+

Residential Activity

Crossvine

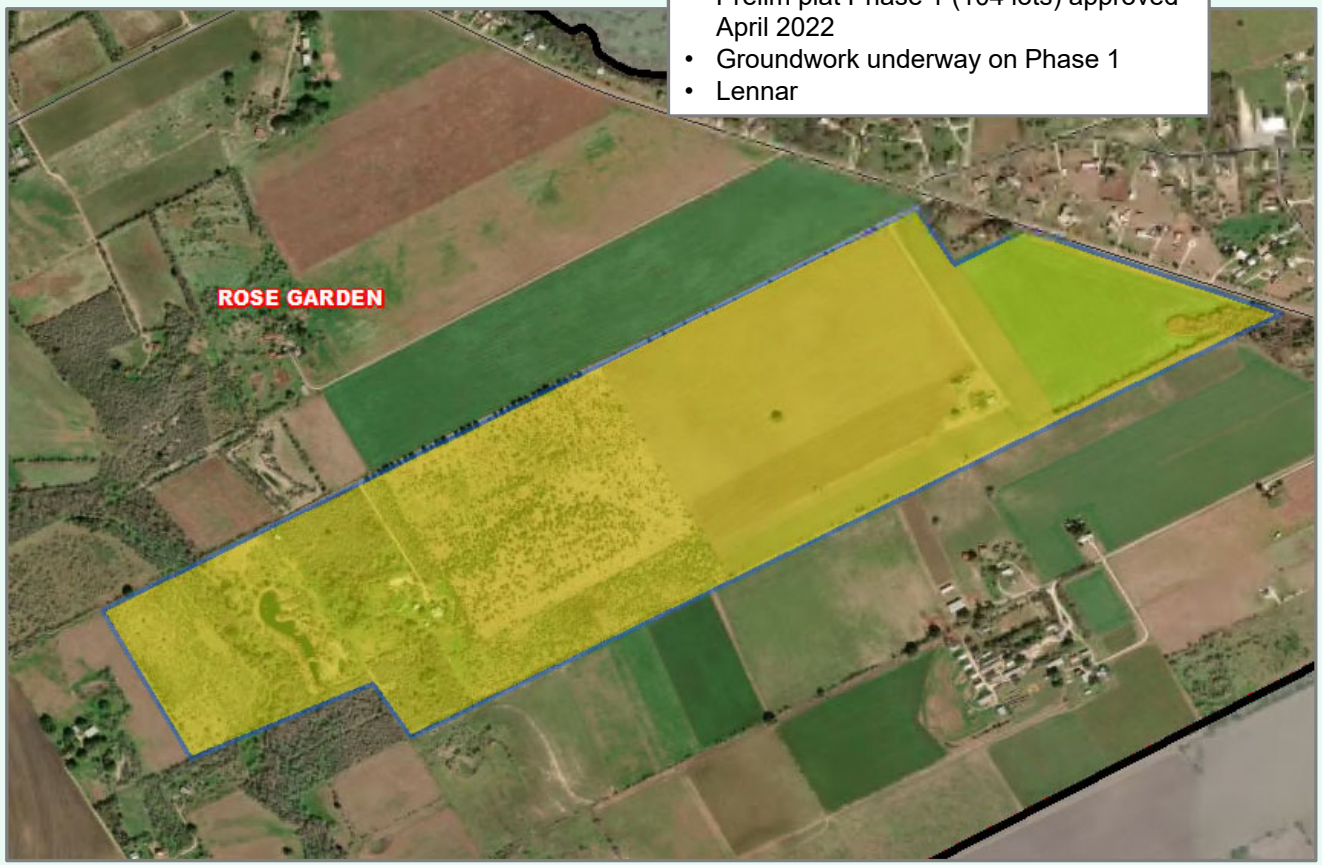
- 1,017 total lots
- 168 future lots
- 291 vacant developed lots
- 19 homes under construction
- 516 homes occupied
- Started 56 homes in last 12 months; started 15 homes in 4Q24
- $400K+



Residential Activity

Clearwater Creek

- 1,156 total future lots
- Prelim plat Phase 1 (104 lots) approved April 2022
- Groundwork underway on Phase 1
- Lennar



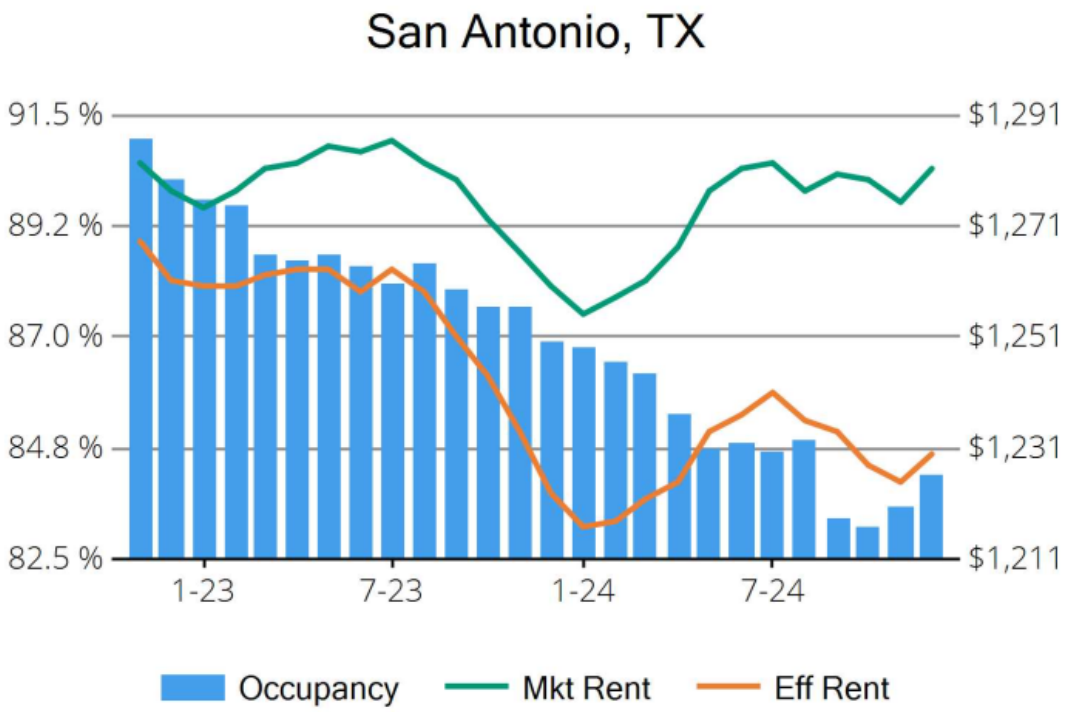
January 24, 2025



Housing Market Trends: Multi-family market- December 2024

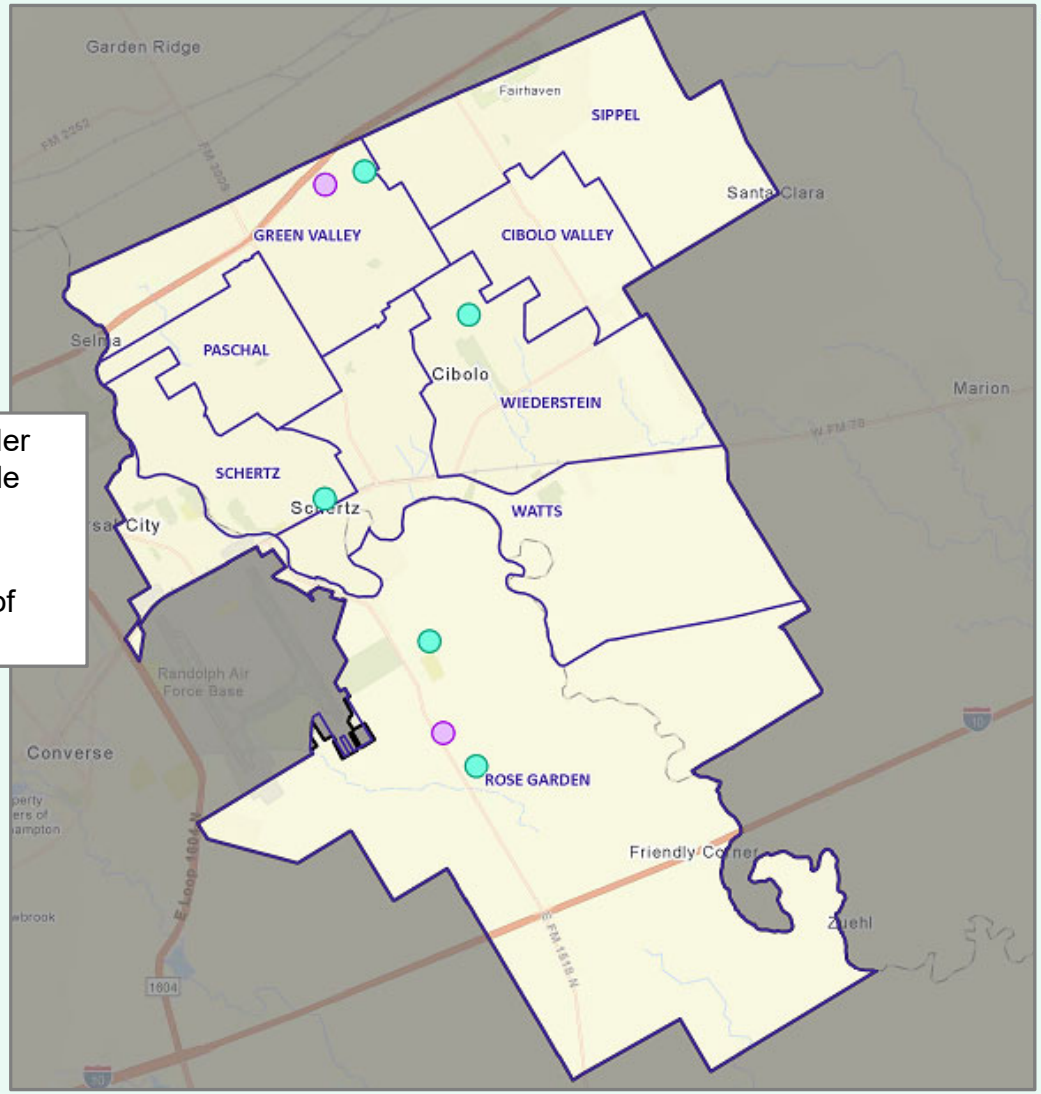
Stabilized and Lease-up Properties

Conventional Properties	Dec 2024	Annual Change
Occupancy	84.2	-3.2%
Unit Change	12,642	
Units Absorbed (Annual)	4,991	
Average Size (SF)	865	+0.8%
Asking Rent	$1,281	+1.8%
Asking Rent per SF	$1.48	+0.9%
Effective Rent	$1,230	+0.5%
Effective Rent per SF	$1.42	-0.3%
% Offering Concessions	47%	+17.6%
Avg. Concession Package	7.6%	+20.2%



District Multifamily Overview

- There are 618 multifamily units under construction, 318 of which are single family rental homes
- There are nearly 1,300 future multifamily units in various stages of planning across the district



Multi-Family Activity

Aviator 1518

- 300 apartment units under construction
- Groundwork started early 2024
- Estimated lease date late spring 2025



January 24, 2025



Multi-Family Activity

Schertz Station

- 318 single-family rental homes under construction
- Groundwork started July 2024
- Estimated lease date August 2025

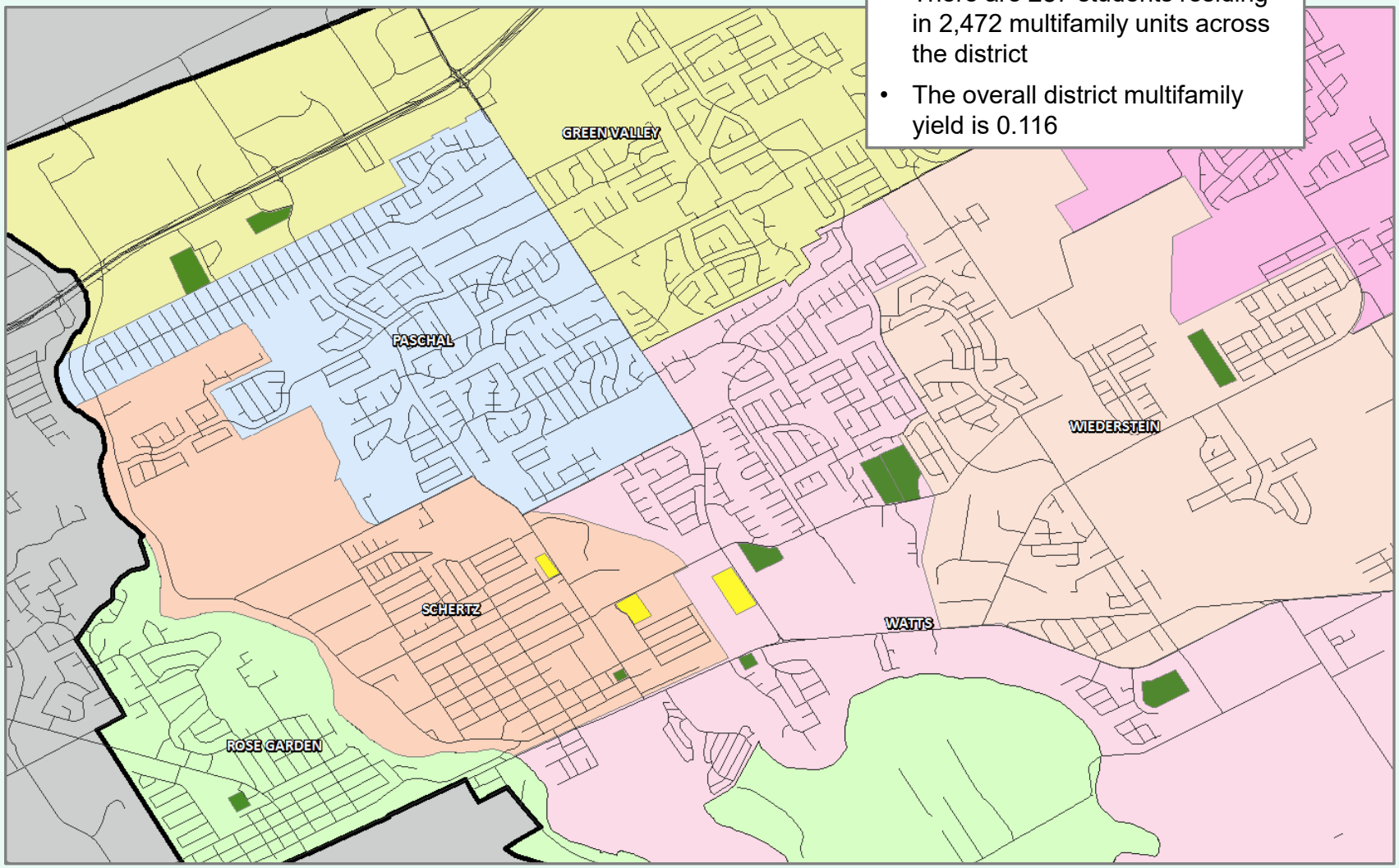


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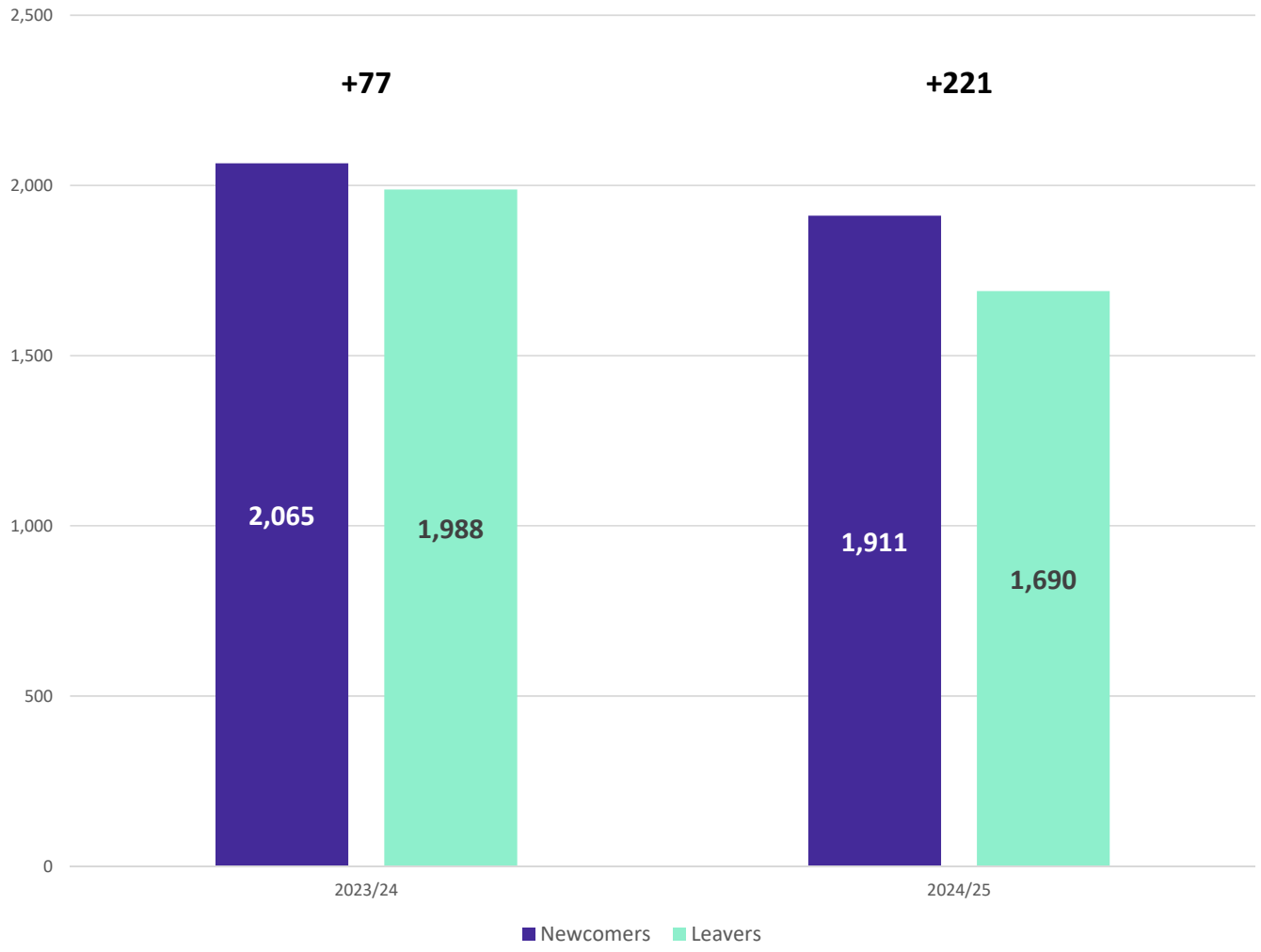
District Multifamily Yield

- There are 287 students residing in 2,472 multifamily units across the district
- The overall district multifamily yield is 0.116



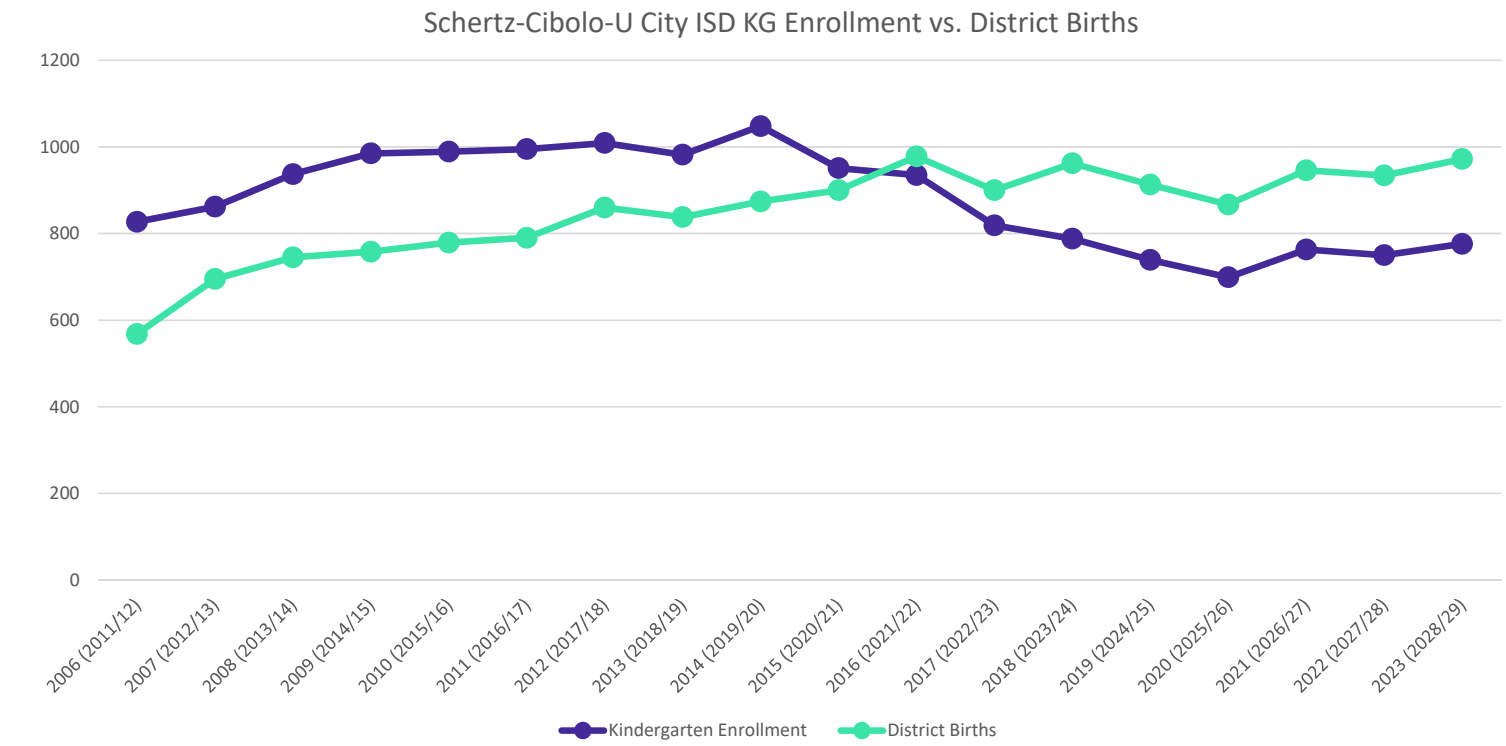
Zonda Education

Newcomers and Leavers



Zonda Education

Birth Rate Analysis



	Kindergarten Enrollment	District Births	Ratio
2006 (2011/12)	827	568	1.456
2007 (2012/13)	862	695	1.240
2008 (2013/14)	937	745	1.258
2009 (2014/15)	985	758	1.299
2010 (2015/16)	989	779	1.270
2011 (2016/17)	995	790	1.259
2012 (2017/18)	1,009	860	1.173
2013 (2018/19)	982	838	1.172
2014 (2019/20)	1,048	874	1.199
2015 (2020/21)	951	900	1.057
2016 (2021/22)	935	978	0.956
2017 (2022/23)	819	900	0.910
2018 (2023/24)	788	962	0.819
2019 (2024/25)	739	913	0.809
2020 (2025/26)	699	867	0.806
2021 (2026/27)	763	946	0.807
2022 (2027/28)	750	934	0.803
2023 (2028/29)	776	972	0.798

Ten Year Forecast by Grade Level

Year (Oct.)	EE/PK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total	Total Growth	% Growth
2020/21	325	951	1,019	1,040	1,077	1,135	1,143	1,232	1,248	1,219	1,293	1,394	1,305	1,292	15,673		
2021/22	455	935	997	1,019	1,074	1,116	1,124	1,221	1,287	1,318	1,428	1,347	1,305	1,264	15,890	217	1.4%
2022/23	436	819	962	998	1,077	1,114	1,067	1,133	1,230	1,306	1,478	1,371	1,247	1,283	15,521	-369	-2.3%
2023/24	430	788	838	967	997	1,090	1,079	1,097	1,178	1,264	1,435	1,459	1,238	1,286	15,146	-375	-2.4%
2024/25	444	737	814	895	989	1,018	1,121	1,116	1,112	1,232	1,469	1,403	1,394	1,202	14,946	-200	-1.3%
2025/26	452	715	766	853	925	1,022	1,057	1,171	1,147	1,150	1,415	1,438	1,354	1,374	14,839	-107	-0.7%
2026/27	458	780	747	805	886	972	1,051	1,094	1,207	1,189	1,315	1,388	1,374	1,352	14,618	-221	-1.5%
2027/28	461	768	815	789	838	922	998	1,091	1,120	1,253	1,370	1,286	1,335	1,363	14,409	-209	-1.4%
2028/29	463	797	806	858	825	877	953	1,038	1,119	1,160	1,436	1,342	1,237	1,326	14,237	-172	-1.2%
2029/30	463	811	826	836	888	851	903	988	1,057	1,161	1,331	1,406	1,287	1,232	14,040	-197	-1.4%
2030/31	463	833	840	860	865	918	878	938	1,015	1,098	1,335	1,303	1,352	1,279	13,977	-63	-0.4%
2031/32	463	850	867	874	894	900	948	913	961	1,052	1,264	1,307	1,252	1,343	13,888	-89	-0.6%
2032/33	463	862	877	899	906	926	929	985	935	997	1,207	1,237	1,254	1,246	13,723	-165	-1.2%
2033/34	463	885	890	910	931	939	957	966	1,009	970	1,146	1,184	1,185	1,247	13,682	-41	-0.3%
2034/35	463	902	917	924	943	965	971	995	991	1,047	1,115	1,124	1,140	1,180	13,677	-5	0.0%

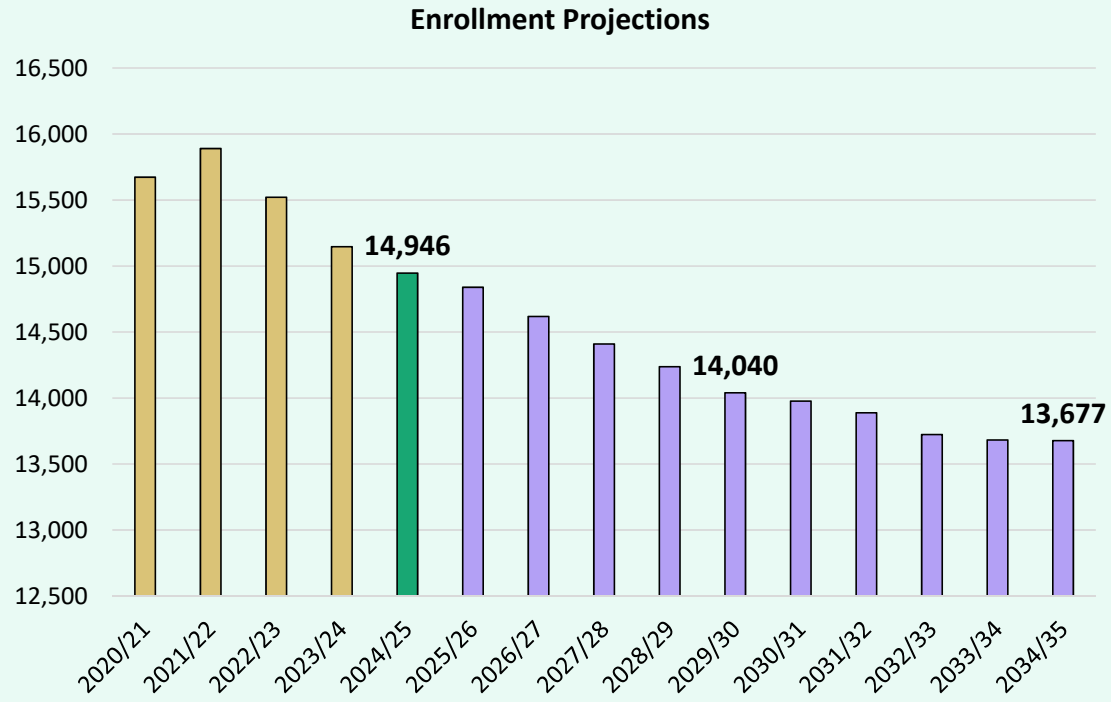
Yellow box = largest grade per year
Green box = second largest grade per year

Ten Year Forecast by Campus

Campus	Functional Capacity	Max Capacity	Fall	ENROLLMENT PROJECTIONS									
			2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35
CIBOLO VALLEY EL	1,038	1,200	591	535	523	519	510	512	521	526	534	544	554
GREEN VALLEY EL	732	899	503	481	463	469	462	453	451	450	450	448	449
NORMA PASCHAL EL	704	871	574	556	545	521	531	524	528	527	530	531	531
ROSE GARDEN EL	1,031	1,200	861	838	814	813	814	830	856	876	906	936	969
SCHERTZ EL	683	1,017	663	635	618	571	561	561	564	556	553	550	545
SIPPEL EL	704	997	641	625	628	645	647	665	689	707	731	757	783
WATTS EL	739	906	500	486	473	457	473	480	494	505	519	530	546
WIEDERSTEIN EL	704	997	564	577	584	598	628	650	676	701	710	722	737
ELEMENTARY TOTALS			4,897	4,733	4,648	4,593	4,626	4,675	4,779	4,848	4,933	5,018	5,114
Elementary Percent Change			-4.17%	-3.35%	-1.80%	-1.18%	0.72%	1.06%	2.22%	1.44%	1.75%	1.72%	1.91%
Elementary Absolute Change			-213	-164	-85	-55	33	49	104	69	85	85	96
JORDAN INT	888	1,126	811	781	754	752	711	675	665	694	728	737	755
SCHLATHER INT	832	1,116	724	740	683	615	607	607	556	569	583	585	599
WILDER INT	855	1,188	702	707	708	722	673	609	595	598	603	601	612
INTERMEDIATE TOTALS			2,237	2,228	2,145	2,089	1,991	1,891	1,816	1,861	1,914	1,923	1,966
Intermediate Percent Change			2.80%	-0.40%	-3.73%	-2.61%	-4.69%	-5.02%	-3.97%	2.48%	2.85%	0.47%	2.24%
Intermediate Absolute Change			61	-9	-83	-56	-98	-100	-75	45	53	9	43
DOBIE JH	1,285	1,540	1,231	1,184	1,262	1,256	1,180	1,108	1,073	1,052	992	1,023	1,058
CORBETT JH	1,285	1,500	1,113	1,113	1,134	1,117	1,099	1,110	1,040	961	940	956	980
JUNIOR HIGH SCHOOL TOTALS			2,344	2,297	2,396	2,373	2,279	2,218	2,113	2,013	1,932	1,979	2,038
Junior High School Percent Change			-4.01%	-2.01%	4.31%	-0.96%	-3.96%	-2.68%	-4.73%	-4.73%	-4.02%	2.43%	2.98%
Junior High School Absolute Change			-98	-47	99	-23	-94	-61	-105	-100	-81	47	59
CLEMENS HS	2,733	3,300	2,589	2,618	2,531	2,523	2,523	2,491	2,503	2,492	2,388	2,309	2,206
STEELE HS	2,733	3,200	2,790	2,871	2,806	2,739	2,726	2,673	2,674	2,582	2,464	2,361	2,261
ALSELC			89	92	92	92	92	92	92	92	92	92	92
HIGH SCHOOL TOTALS			5,468	5,581	5,429	5,354	5,341	5,256	5,269	5,166	4,944	4,762	4,559
High School Percent Change			0.92%	2.07%	-2.72%	-1.38%	-0.24%	-1.59%	0.25%	-1.95%	-4.30%	-3.68%	-4.26%
High School Absolute Change			50	113	-152	-75	-13	-85	13	-103	-222	-182	-203
DISTRICT TOTALS			**14,946**	**14,839**	**14,618**	**14,409**	**14,237**	**14,040**	**13,977**	**13,888**	**13,723**	**13,682**	**13,677**
District Percent Change			-1.32%	-0.72%	-1.49%	-1.43%	-1.19%	-1.38%	-0.45%	-0.64%	-1.19%	-0.30%	-0.04%
District Absolute Change			-200	-107	-221	-209	-172	-197	-63	-89	-165	-41	-5

Yellow box = exceeds Functional capacity
Pink box = exceeds Max capacity

Key Takeaways



- Annual closings near 900 in 2024
- Housing market remains cloudy with continued high interest rates and looming tariffs
- The district has more than 390 homes currently in inventory and more than 2,100 vacant developed lots available for builders
- Groundwork is underway on approx. 500 lots within 6 subdivisions
- Schertz-Cibolo-Universal City ISD is forecasted to enroll more than 14,000 students by 2029/30

Ord. 26-S-034

Proposed R-5 on 21 acres

Daisy Marquez | Senior Planner

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	Zoning	Use
Subject Property	Single-Family Residential District (R-2)	Undeveloped
North	Single-Family Residential District (R-2)	Undeveloped
South	Right-of-Way	Maske Road- Commercial Collector (70’ ROW)
East	Single-Family Residential District (R-2)	Undeveloped and Creek
West	Single-Family Residential District (R-2)	Undeveloped

- Approximately 21 acres of land
- unplatted

	Existing	Proposed
	Single-Family Residential District (R-2)	Middle Density Residential District (R-5)
Permitted Uses	• Single family Residential; School; Park/ Playground; Municipal uses; Golf Course; Gated Community; Family/ Group Home; Place of Worship (S); Bed and Breakfast (S)	Attached or detached residential
Area Square Feet	8,400	10,000
Width & Depth	70 x 120	N/A
Setbacks	Front: 25', Side:10', Rear: 20'	Front: 25', Side:10', Rear:10'
Maximum Height	35'	35'
Maximum Impervious Coverage	50%	80%

R-5 Additional Design Requirements

UDC Section 21.5.5.- Purpose and Intent of R-5

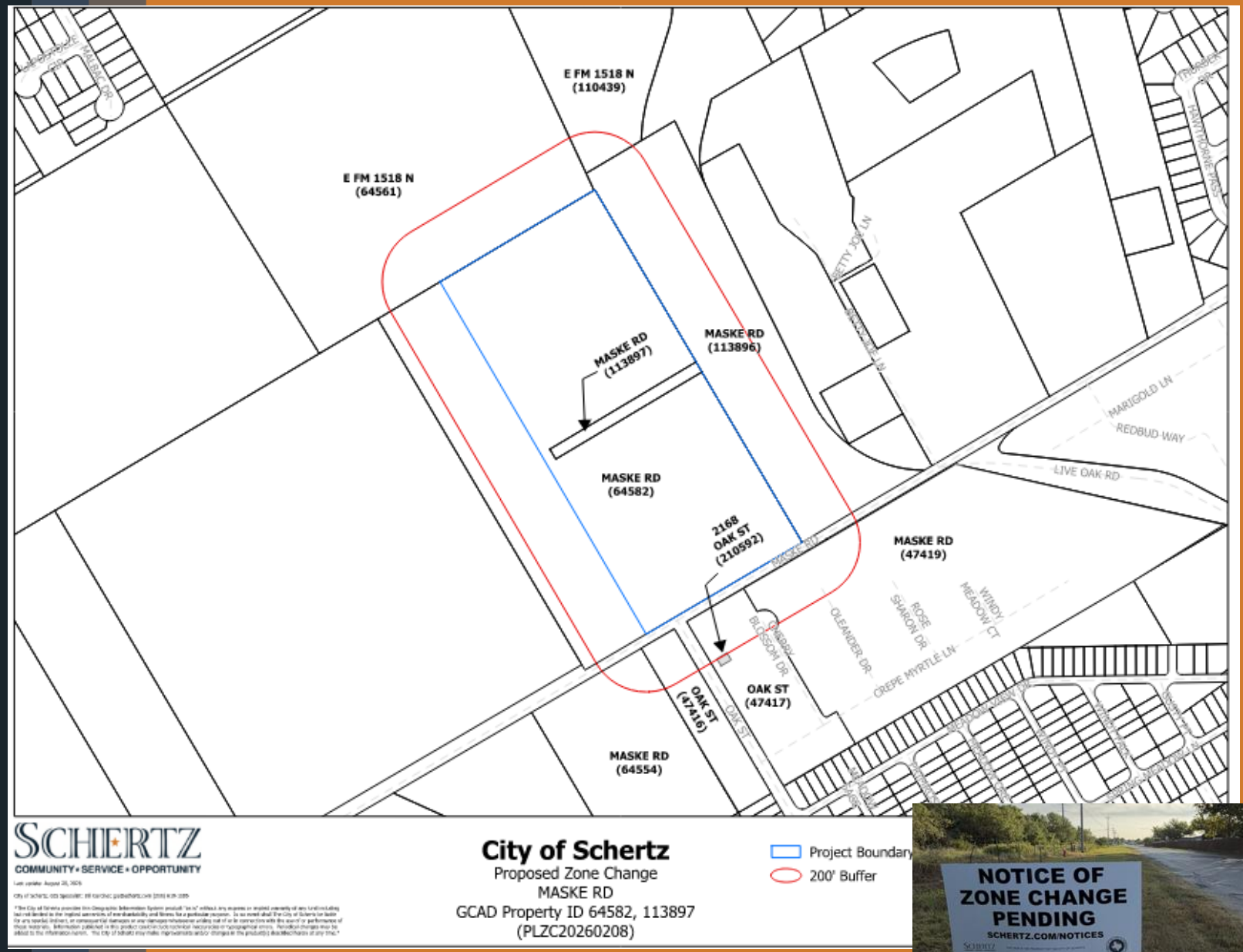
Intended to provide developments that offer a variety of housing types. This district is a suitable transition between single-family residential and commercial and/or denser multi-family developments. Comprised of attached or detached residential dwelling units.

- When tracts in this district are one (1) acre or less, density shall not exceed sixteen (16) units per gross acre and these tracts will be required to adhere to the single-family site design requirements in Article 9 - Site Design Standards
- When tracts exceed one (1) acre, density shall not exceed twelve (12) units per gross acre and these tracts will be required to adhere to the multi-family site design requirements in Article 9 - Site Design Standards and provide ten percent (10%) of the total platted area as common, usable open space.

UDC Section 21.5.7.B.8.

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

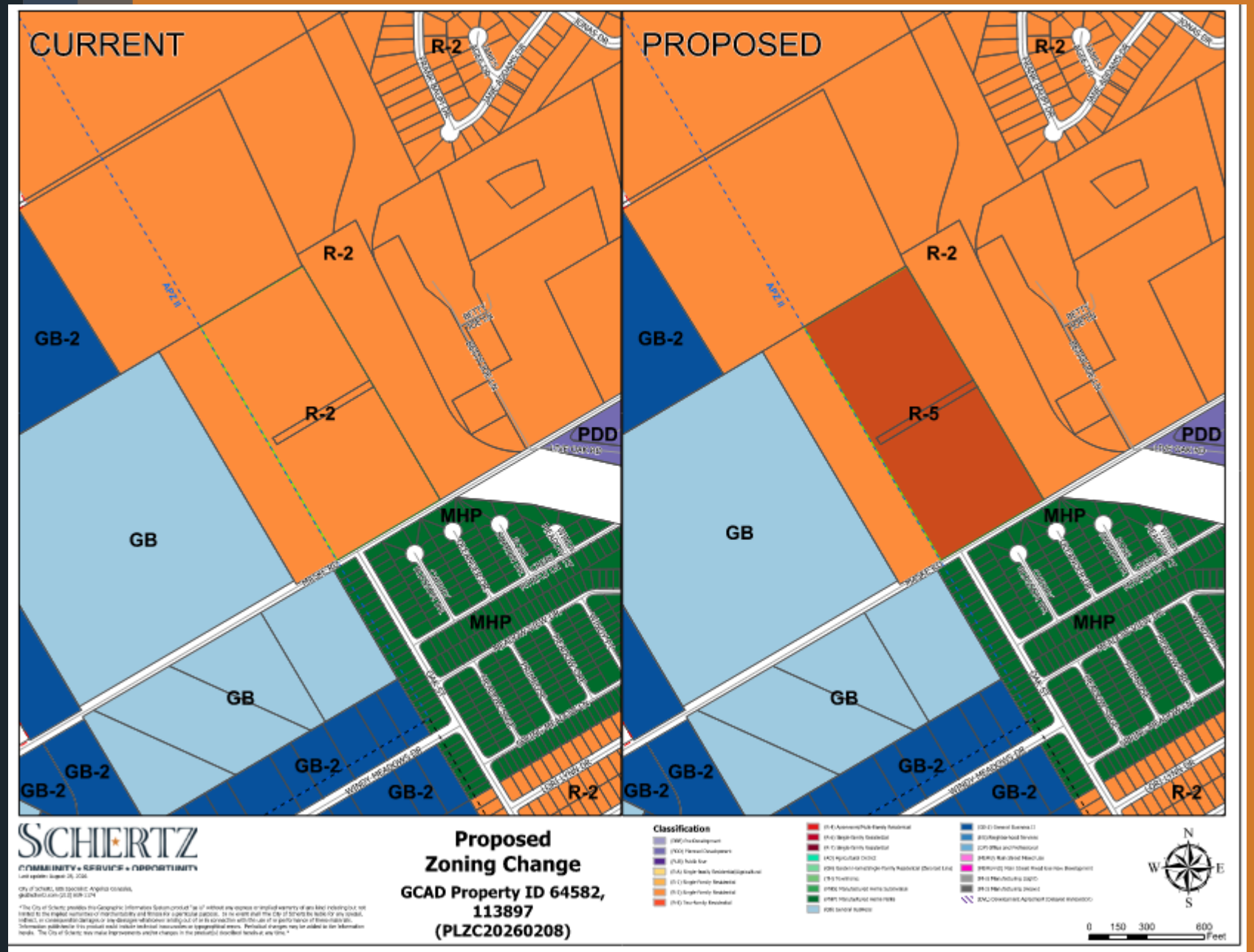
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- 10 Public notices were sent on 9.24.2026
- As of today
  - (2) in Favor
  - (1) Neutral to
  - (0) in Opposition
- A public hearing notice was published in the "San Antonio Express" on October 28
- Notice sent to SCUC ISD
- A notification sign was placed by the applicant
- P&Z: October 7

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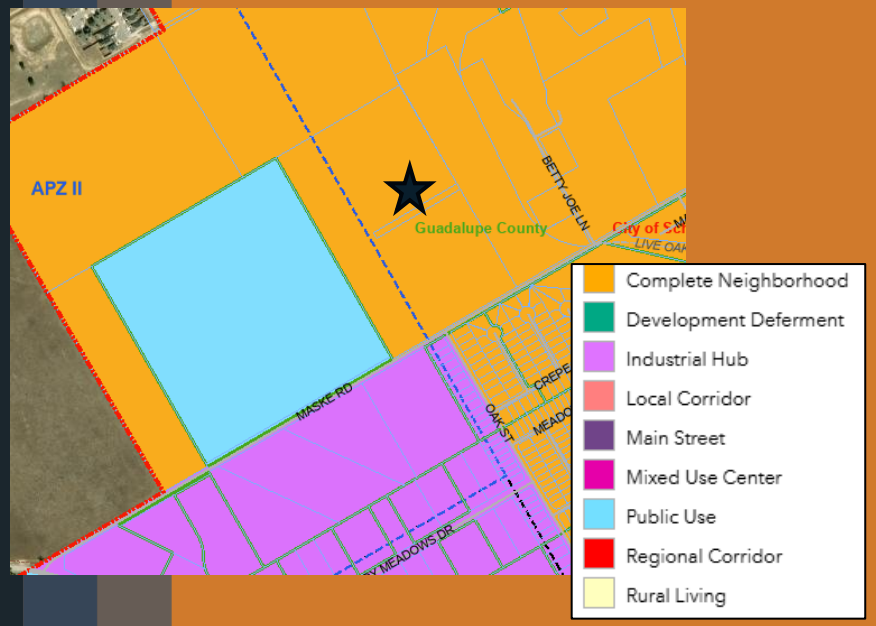


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UDC SECTION 21.5.4.D Criteria for Approval

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

- **Future Land Use Map Designation:** Complete Neighborhood
  - Mixture of housing options
  - Consider appropriateness of density and commercial development in relation to:
    - Roadway classification, conflict among land uses and buildings
- Proposed R-5
  - New housing type in this area
  - Appropriate transition from the commercial and industrial south of Maske Road and the Single Family to the north of the development
  - Promotes the Comp. Plan Policies



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.

- R-5 Design Requirements
  - site design standards in Article 9
  - meet the Multi-family site design requirements
  - 10% common open space required

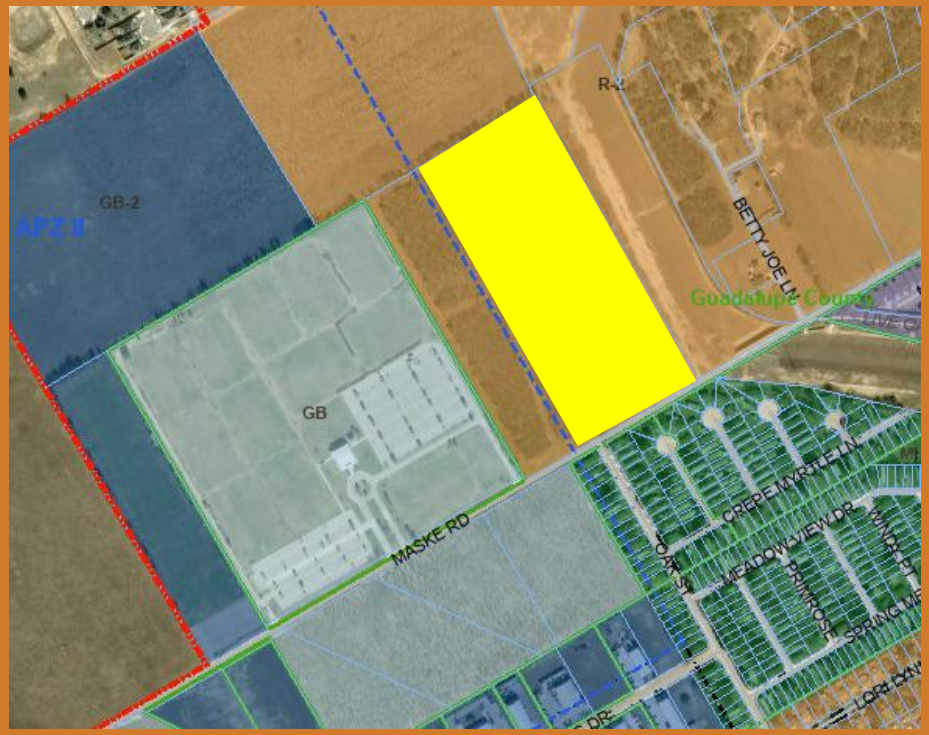
- Engineering Summary on TIA Memo
  - The increase in peak hour trips will increase traffic on the transportation system
  - However, effects can be mitigated through various ways
  - Required improvements will be determined during the development process

- Proposed R-5 promotes general welfare of the City
  - Increase in traffic can be mitigated
  - Transitional housing type and density
  - New housing type

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 Middle-Density Residential District (R-5) is consistent and appropriate
  - Intent is to provide developments with variety of housing types
  - Suitable transition between single-family and commercial



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UDC SECTION 21.5.4.D Criteria for Approval

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

- Proposed zone change meets the UDC requirements
- Sent to Fire, EMS, and Police Departments for review and no objections were received.
- Heard at the October 7, 2026 P&Z Meeting

Staff Recommendation

Staff recommends approval of Ord. 26-S-034 as the proposed Middle-Density Residential District (R-5) implements the policies of the Comprehensive Land Use Plan, acts as a transitional land use, and is compatible with the uses within the immediate and surrounding area.

P&Z Recommendation

The Planning and Zoning Commission held a public hearing for the item at the October 7, 2026, meeting and made a recommendation of approval to City Council with a unanimous vote.

Agenda No. 11.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 17, 2026**
Department:	**Planning & Community Development**
Subject:	**Ordinance 26-S-035 - Conduct a public hearing and consider a zone change request on approximately 0.40 acres of land from Pre-Development District (PRE) to General Business District (GB), generally located at the southeast intersection of FM 1518 and Schaefer Rd, also known as 10580 E FM 1518 N, specifically known as Bexar County Property Identification Number 309822, City of Schertz, Bexar County, Texas (Planner Brandon Elliott)**

BACKGROUND

The applicant is requesting to rezone approximately 0.40 acres of land, a portion of Bexar County Property Identification Number 309822, an approximately 1.08 acre tract, from Pre-Development District (PRE) to General Business District (GB). The subject property is not currently platted, and does not have approved development permits. The remainder of the subject tract is currently zoned General Business District (GB). The applicant wishes to use the property as a Restaurant and Bakery, both of which are permitted in the General Business District by right.

On September 25, 2026, five (5) public hearing notices were mailed to the surrounding property owners within 200-feet of the subject property. At the time of the staff report, one (1) response in favor, zero (0) responses neutral, and zero (0) responses in opposition were received. Two public hearing notice signs were placed on the property by the property owner. On October 28th a notice was posted in the San Antonio Express News.

Subject Property:

	Zoning	**Land Use**
Existing	Pre-Development District	Undeveloped
Proposed	General Business District (GB)	Restaurant and Bakery

Adjacent Properties:

	Zoning	**Land Use**
North	Right-of-Way	Schaefer Rd
South	General Business District (GB), Pre-Development District (PRE), Single-Family Residential/Agriculture (R-A)	Public School (Rose Garden Elementary)
East	Pre-Development District (PRE)	Residential
West	Right-of-Way	FM 1518

GOAL

The applicant is proposing to rezone approximately 0.4 acres of land to General Business District (GB) to have this small portion of their lot be consistent with the remaining portion of their lot and allow for a Restaurant and Bakery.

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

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 (GB) does implement the policies of the adopted Comprehensive Land Use Plan.The Comprehensive Land Use Plan is intended to guide development and manage growth in the City over the next 20 years and was adopted in April 2024. The subject property is designated as Local Corridor in the Comprehensive Land Use Plan-Future Land Use Map. Local Corridor is identified as 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 neighborhood.

The proposed zone change to General Business District (GB) does permit land uses that are compatible with the Local Corridor Future Land Use Designation.

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

As part of promoting health, safety, and general welfare, the city should encourage development that is compatible with surrounding uses and adheres to the goals and objectives of the UDC. The surrounding uses of the subject property consist of residential, commercial, and a public school. The majority of the subject property is currently zoned General Business District (GB). This proposed rezone is approved would make the whole tract General Business District (GB).

As part of the zone change, the Engineering Department provided a memo summarizing the impact of traffic on the City's transportation system. Per their evaluation, the proposed zone change would allow for the entire site to be developed commercially, which would have an impact to the transportation system. The increase in traffic can be mitigated by construction of some localized improvements, such as turn lanes. However, the Schaefer Road/FM 1518 intersection is currently under reconstruction by the FM 1518 project, which will improve the efficiency of the intersection and may fully, or partially, mitigate the effects of the additional traffic for the proposed zone change. If the zone change is approved, any future proposed development would be required to do a detailed Traffic Impact Analysis during the development process.

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

The subject property is a portion of an existing lot that is zoned Pre-Development District. By allowing the rezone it would become consistent with the rest of the property. The surrounding areas are zoned

Pre-Development District (PRE) and General Business District (GB).

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

The applicant is attempting to rezone part of their lot to be consistent with the remainder of the lot, thus allowing them to develop the whole lot as a commercial use allowed in the General Business District (GB). All UDC requirements have been met for the proposed zone change. Schertz Fire, EMS, and Police Departments have been notified of the zone change request. On October 7, 2026 the Planning and Zoning Commission heard this case.

RECOMMENDATION

Staff Recommendation:
The proposed General Business District (GB) is consistent with the intent of the Comprehensive Land Use Plan- Future Land Use Map, and permits uses that serve the overall needs of the community. Staff recommends approval of Ordinance 26-S-035.

Planning and Zoning Commission Recommendation:
On October 7, 2026 the Planning and Zoning Commission heard this case and made a recommendation of approval with a vote of 7-0.

Attachments

Ordinance 26-S-035 with Attachments
Aerial Exhibit
Proposed Zone Change Exhibit
Notification Map
Public Hearing Response
Engineering Memo- Traffic Impact
City Council Presentation Slides

ORDINANCE NO. 26-S-035

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, TO REZONE APPROXIMATELY 0.40 ACRES OF LAND FROM PRE-DEVELOPMENT DISTRICT (PRE) TO GENERAL BUSINESS DISTRICT (GB), GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF FM 1518 AND SCHAEFER RD, ALSO KNOWN AS 10580 E FM 1518 N, SPECIFICALLY KNOWN AS A PORTION OF BEXAR COUNTY PROPERTY IDENTIFICATION NUMBER 309822, CITY OF SCHERTZ, BEXAR COUNTY TEXAS.

WHEREAS, an application to rezone approximately 0.40 acres of land from Pre-Development District (PRE) to General Business District (GB), generally located at the southeast corner of the intersection of FM 1518 and Schaefer Rd, also known as 10580 E FM 1518 N, specifically known as a portion of Bexar County Property Identification Number 309822, more specifically described in Exhibit A 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 October 7, 2026, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested zone change with a unanimous vote; and

WHEREAS, on November 17, 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, approximately 0.4 acres of land is hereby zoned General Business District (GB).

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.

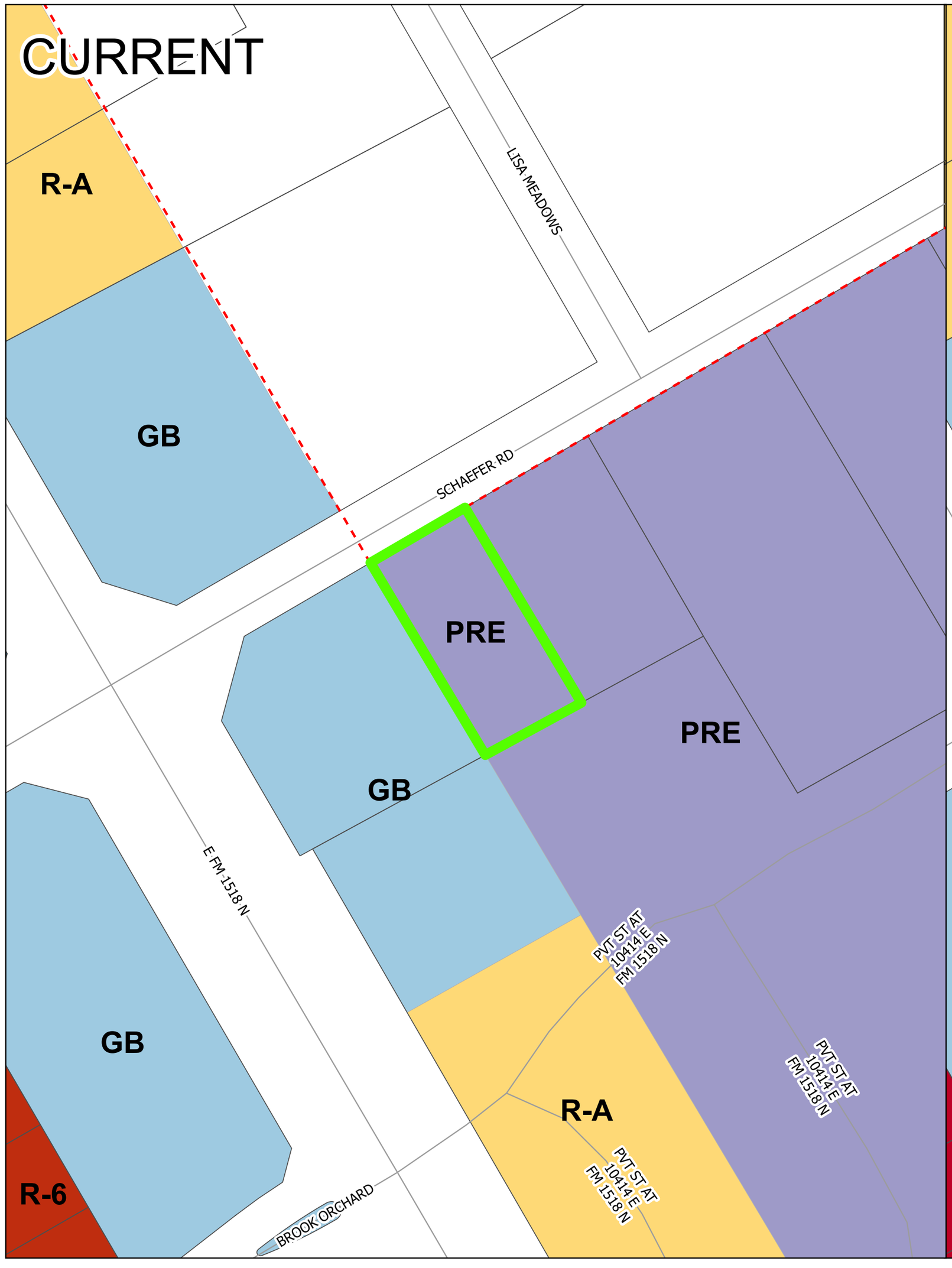
CITY OF SCHERTZ, TEXAS

_____
Ralph Rodriguez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Exhibit “A”
Zoning Exhibit



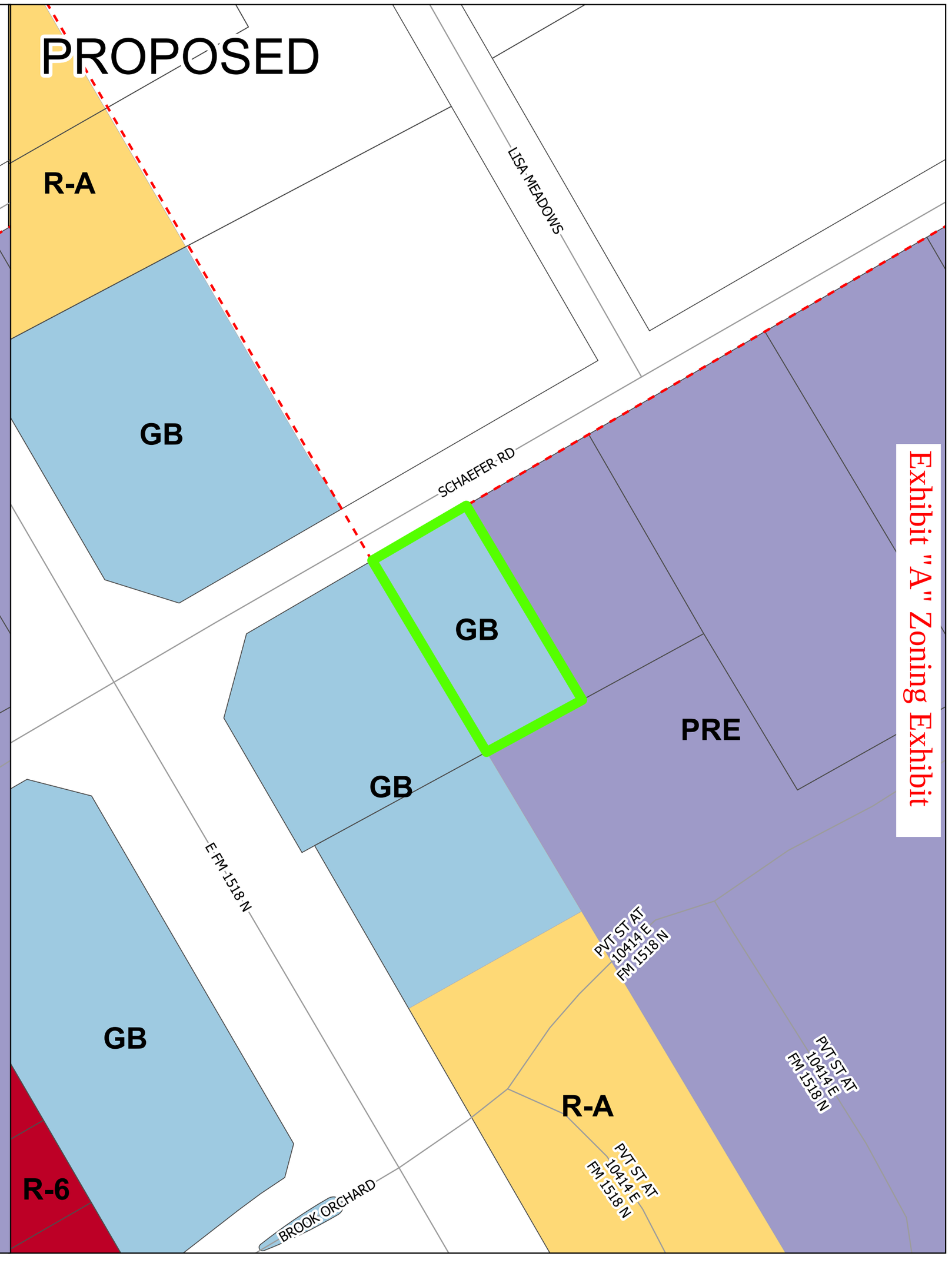


Exhibit "A" Zoning Exhibit

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last update: September 21, 2026

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

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Proposed Zoning Change

0.393 Acres out of Bexar County Property ID 309822

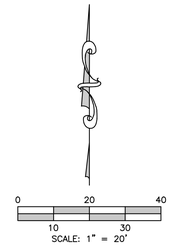
Classification

- (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)
- (DVL) Development Agreement (Delayed Annexation)

N W E S

0 75 150 300 Feet





NOT FOR REGULATORY APPROVAL, BIDDING, PERMITTING, OR CONSTRUCTION.

ECKART LLC
CONSULTING ENGINEERS
TEXAS REGISTERED ENGINEERING FIRM F-23325
8002 Cooper Pass
San Antonio, TX 78255
210.954.9605

CES·SOS DESIGN-BUILD
4122 SLEEPY HOLLOW DRIVE
SAN ANTONIO, TX, 78230
www.cessosdb.com

THESE PLANS AND ARCHITECTURAL WORKS DEPICTED HEREIN ARE SOLELY THE PROPERTY OF CESSOS LLC. THE DRAWING REMAINS THE PROPERTY OF CESSOS LLC AND SHALL BE RETURNED UPON THE COMPLETION OF THE CONSTRUCTION WORK. PURSUANT TO THE ARCHITECTURAL WORKS COPYRIGHT PROTECTION ACT OF 1990. ALL DRAWINGS, SPECIFICATIONS, IDEAS AND DESIGNS, INCLUDING THE OVERALL FORM, ARRANGEMENT AND COMPOSITION OF SPACES AND ELEMENTS APPEARING HEREIN, CONSTITUTES THE COPYRIGHTED WORK OF CESSOS LLC. ANY REPRODUCTION, USE OR DISCLOSURE OF INFORMATION CONTAINED HEREIN WITHOUT PRIOR WRITTEN CONSENT OF CESSOS LLC IS STRICTLY PROHIBITED.
© 2026

Schertz Restaurant & Bakery

Schaefer and FM 1518
Schertz, TX. 78108

PROJECT PHASE:
PERMITTING

DATE: 7/01/2026

REV.	DESCRIPTION	DATE

PROJECT # 26-0003

DRAWN BY: JPE
CHECKED BY: JPE

ZONING EXHIBIT

EXHIBIT 1



SCHERTZ
COMMUNITY★SERVICE★OPPORTUNITY

Last update: September 21, 2026

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

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Proposed Zoning Change

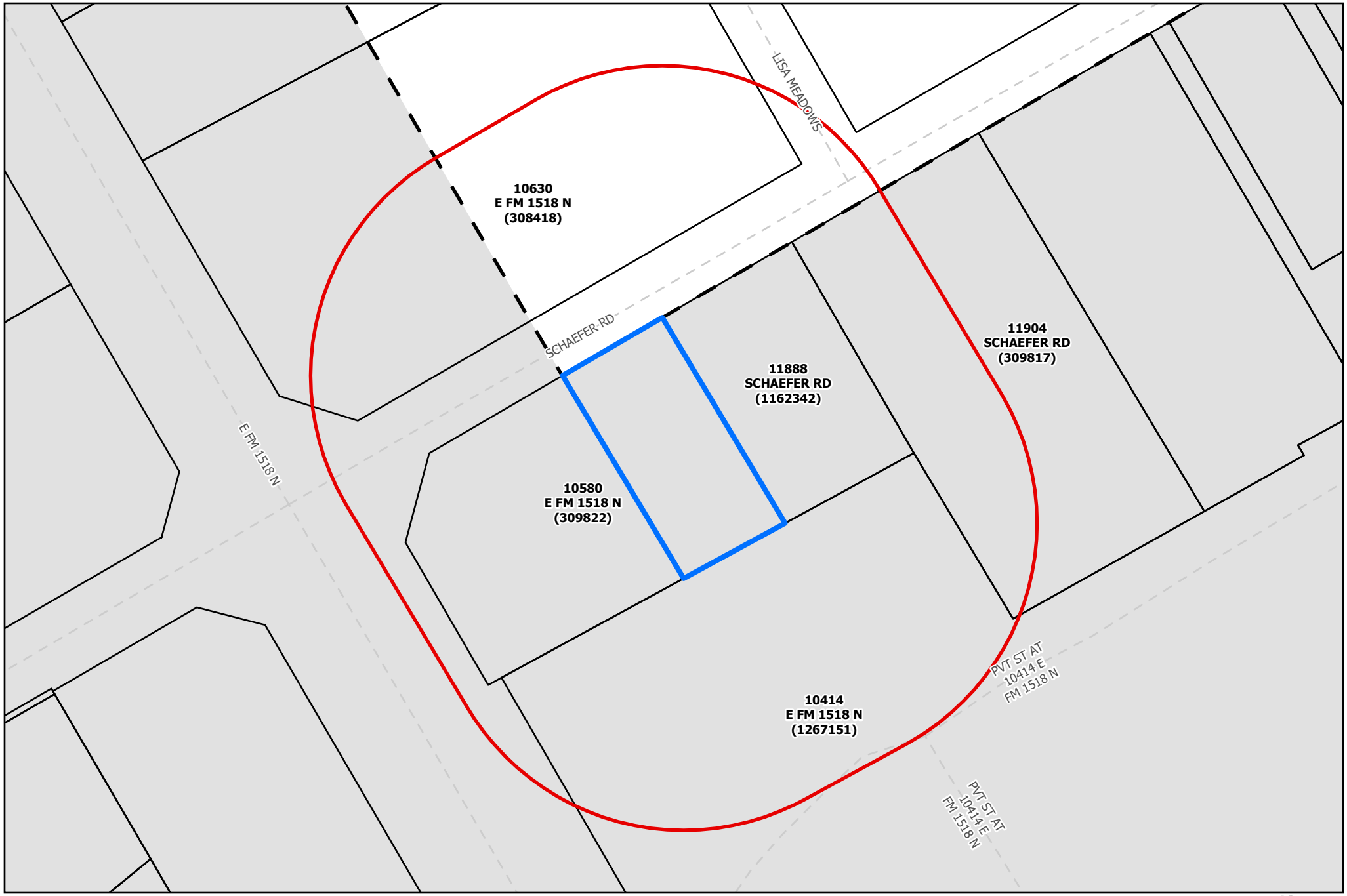
0.393 Acres out of Bexar County Property ID 309822

Classification

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N W E S

0 75 150 300 Feet



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Last update: September 21, 2026

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City of Schertz

Proposed Zone Change
0.393 Acres Out of
BCAD Property ID 309822
(PLZC20260234)

Project Boundary
200' Buffer
Parcels
Schertz City Limits

N
W E
S

0 50 100 200 Feet

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

September 25, 2026

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, October 7th, 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:

PLZC20260234 - Hold a public hearing and make a recommendation on a zone change request on approximately 0.40 acres of land from Pre-Development District (PRE) to General Business District (GB), generally located at the southeast corner of the intersection of FM 1518 and Schaefer Rd, also known as 10580 E FM 1518 N, specifically known as a portion of Bexar County Property Identification Number 309822, City of Schertz, Bexar 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 Brandon Elliott, 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 Brandon Elliott, Planner directly at (210) 619-1783.

Sincerely,

Brandon Elliott
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 **PLZC20260234**

COMMENTS: _____

NAME: Iris Ortiz SIGNATURE _____
(PLEASE PRINT)

STREET ADDRESS: 45 Calle J. Antongiorgi Sabana Grande, PR00637

DATE: Sept-30, 2026



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City of Schertz

Proposed Zone Change
0.393 Acres Out of
BCAD Property ID 309822
(PLZC20260234)

Project Boundary
200' Buffer
Parcels
Schertz City Limits

N
W E
S

0 50 100 200
Feet

September 17, 2026

City of Schertz
Planning Department
Brandon Elliot – Planner
1400 Schertz Parkway, Bldg. 1
Schertz, TX 78154

RE: Schertz Restaurant & Bakery
Traffic Summary Letter
JPE Job #10077-002

To whom it may concern,

The proposed development of CB 5057 P- 1G ABS 61 consists of the construction of a new 4,862 S.F. restaurant with new commercial driveway and a paved surface parking lot. The site includes frontage along Schaefer Rd. and FM 1518, with a total unplatted area of 1.108 acres. A portion of the site (approximately 0.715 acres) is currently zoned General Business (GB), with the remaining portion on the east side of the property having a current zoning of Pre-Development (PRE). The PRE zoned portion is to be rezoned to GB. Below is a summary of the potential maximum traffic impact resulting from the change in zoning, utilizing peak hour trip rates from the 12th Edition of the ITE Trip Generation Manual:

Existing Maximum Traffic Trip Generation:

1. 0.715 acres – General Business
    a. Max traffic producing usage allowed within zoning GB appears to be "Convenience Store w/out fuel station", with an estimated future building size for a 0.715 acre site of 2,000 S.F. when considering the parking space requirement of 1 space per 250 GFA.
        i. ITE Code 851 – 63.76 Peak Hour Trips / 1,000 S.F. GFA (AM PHT Rate)
            1. 2 X 63.76 = 128 Peak Hour Trips.
2. 0.393 acres – Pre-Development
    a. Max traffic producing usage allowed within zoning PRE appears to be "Municipal Uses Operated by the City of Schertz", with an estimated building size of approximately 2,000 S.F. for the area currently zoned PRE.
        i. ITE Code 730 – 3.34 Peak Hour Trips / 1,000 GFA (AM PHT Rate)
            1. 2 X 3.34 = 7 Peak Hour Trips
3. **Total Existing Conditions Maximum Traffic Trip Generation:**
    a. **128 + 7 = 135 Peak Hour Trips**

Proposed Maximum Traffic Trip Generation:

1. 1.108 acres – General Business
    a. Max traffic producing usage allowed within zoning GB appears to be "Convenience Store w/out fuel station", with an estimated future building size for a 1.108 acre site of 2,500 S.F. when considering the parking space requirement of 1 space per 250 GFA.
        i. ITE Code 851 – 63.76 Peak Hour Trips / 1,000 S.F. GFA (AM PHT Rate)
            1. 2.5 X 63.76 = 159 Peak Hour Trips.
2. **Total Proposed Conditions Maximum Traffic Trip Generation:**
    a. **159 Peak Hour Trips**

Approximate Max Trip Generation Increase due to Zoning Change:

1. 159 Peak Hour Trips (Post Zoning Change) - 135 Peak Hour Trips (Pre Zoning Change) = **24 Peak Hour Trips Increase.**

If you have any questions or comments, please do not hesitate to contact me at 210-954-9605.

Regards,

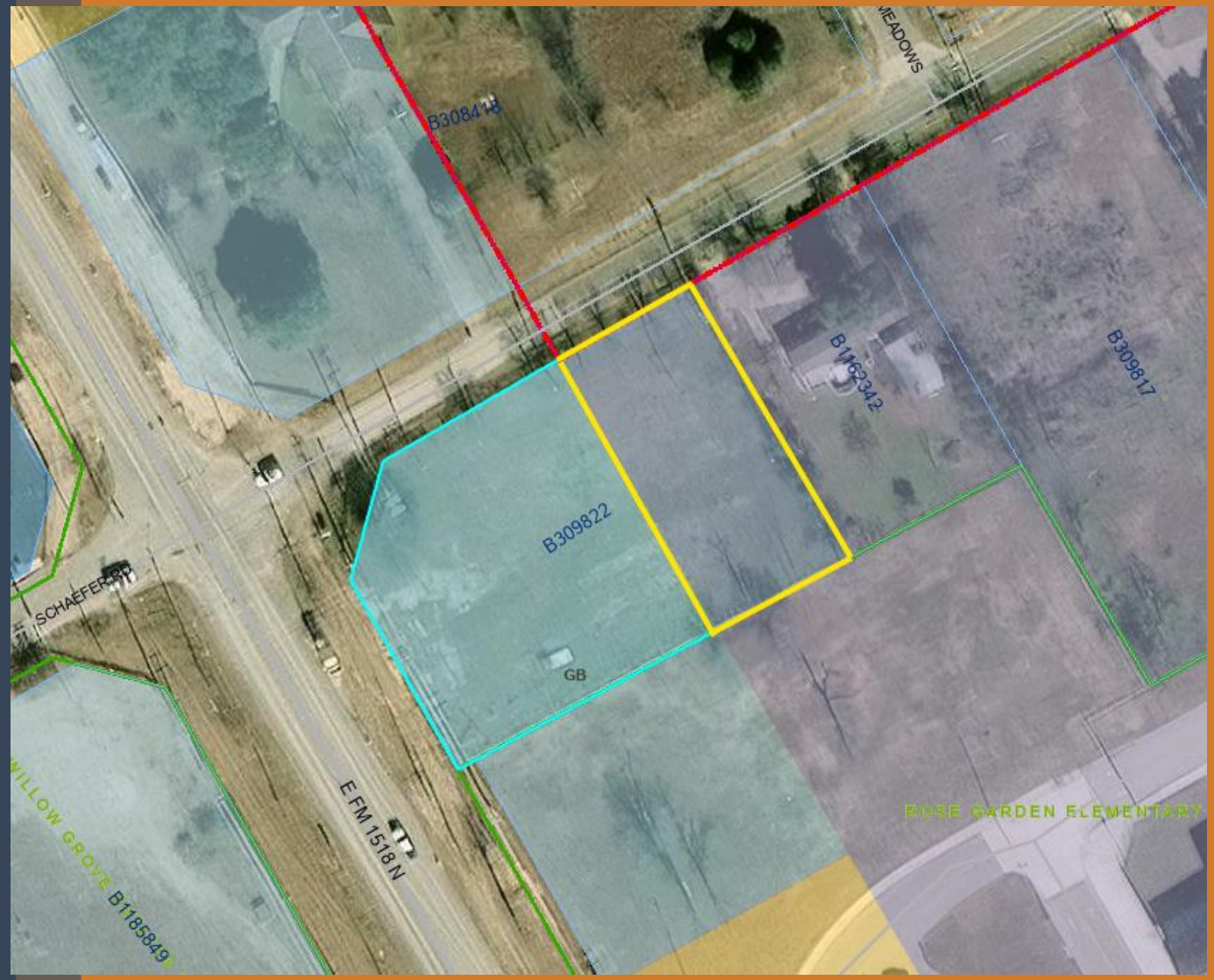
James Eckart, PE
Senior Engineer

Ordinance 26-S-035

Proposed GB

Brandon Elliott | Planner

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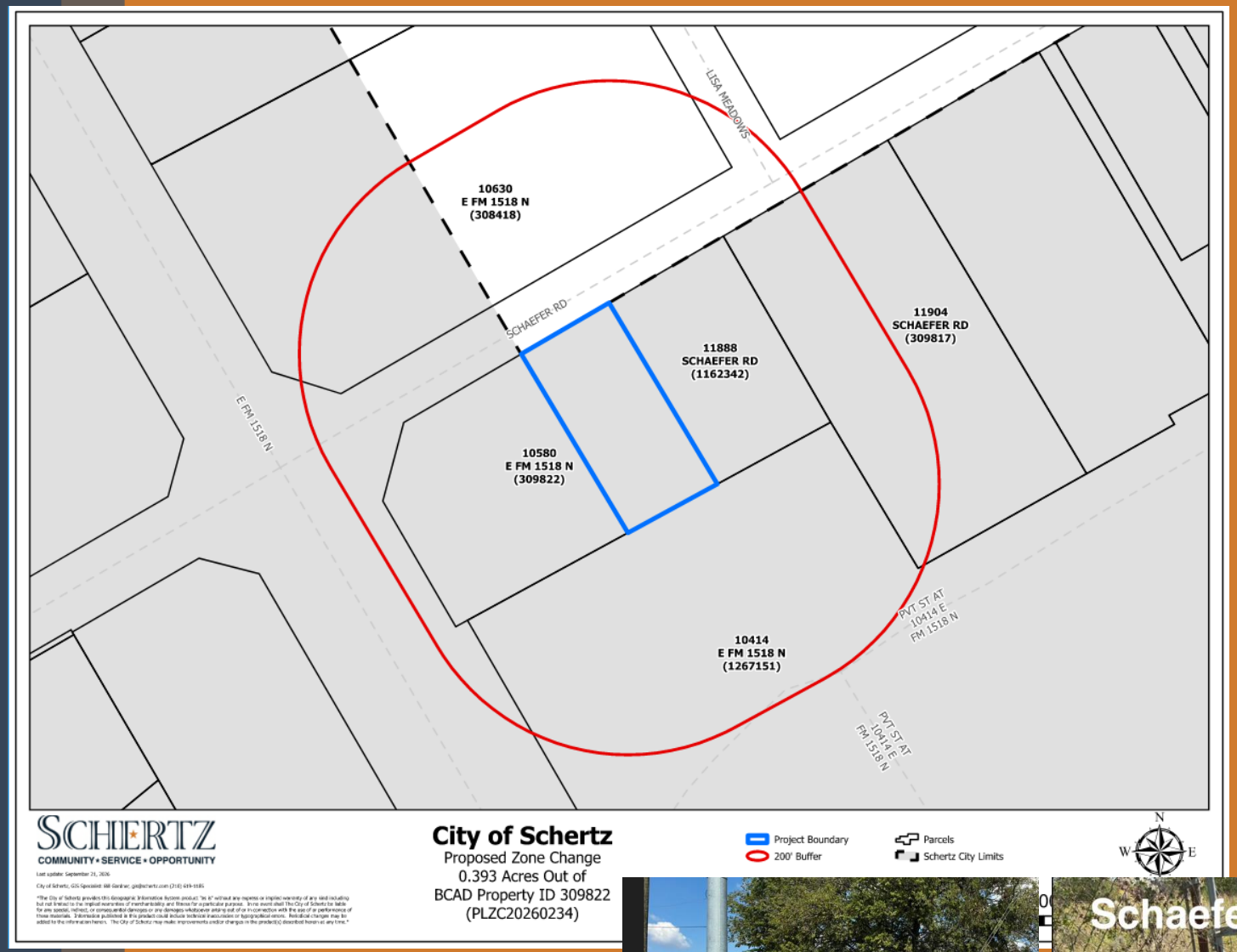
	Zoning	Use
Subject Property	Pre-Development District (PRE)	Undeveloped
North	Right-of-Way, Schaeffer Rd	Right-of-Way, Schaefer Rd
South	General Business District (GB) & Pre-Development District (PRE)	Rose Garden Elementary School
East	Pre-Development District (PRE)	Single Family Residence
West	General Business District (GB)	Undeveloped, part of the same tract.

- Approximately 0.4 acres of land out of an existing unplatted 1.11-acre tract
- Proposed bakery and restaurant

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	Existing	Proposed
	Pre-development District (PRE)	General Business District (GB)
Permitted Uses	N/A	Antique Shop, Assisted Care or Living Facility, Automobile Parts Sales, Bakery, Book Store, Car Wash (Automated), Community Center, Day Care Center, Florist, Furniture Sales, Laundromat, Medical Office, Pawn Shop, Pharmacy, Restaurant (Drive-in), Restaurant or Cafeteria, School, Veterinarian Clinic ***NOT A COMPREHENSIVE LIST***
Area Square Feet	N/A	10,000
Width & Depth	N/A	Width 100’ Depth 100’
Setbacks	N/A	Front: 25’, Side: 0’, Side Adjacent to Single-Family Residential: 25’ Rear: 0’, Rear Adjacent to Single-Family: 25’
Maximum Height	N/A	120’
Maximum Impervious Coverage	N/A	80%

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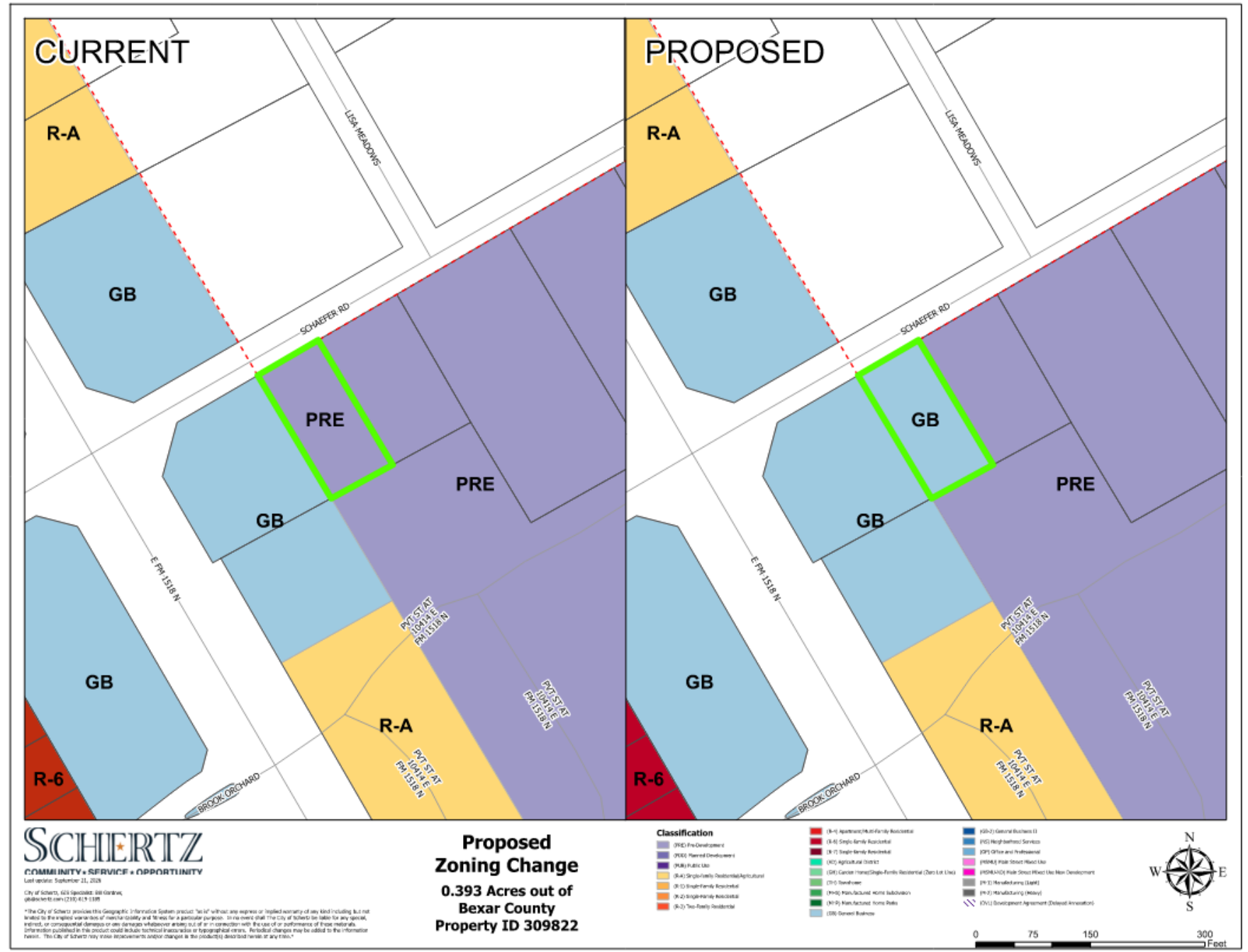


- 5 Public notices were sent on 9.2.2026
- As of today
  - (1) in Favor
  - (0) Neutral to
  - (0) in Opposition
- A public hearing notice was published in the “San Antonio Express” on October 28
- Two notification signs were placed by the applicant
- Heard at the 10.7.2026 Planning and Zoning Commission





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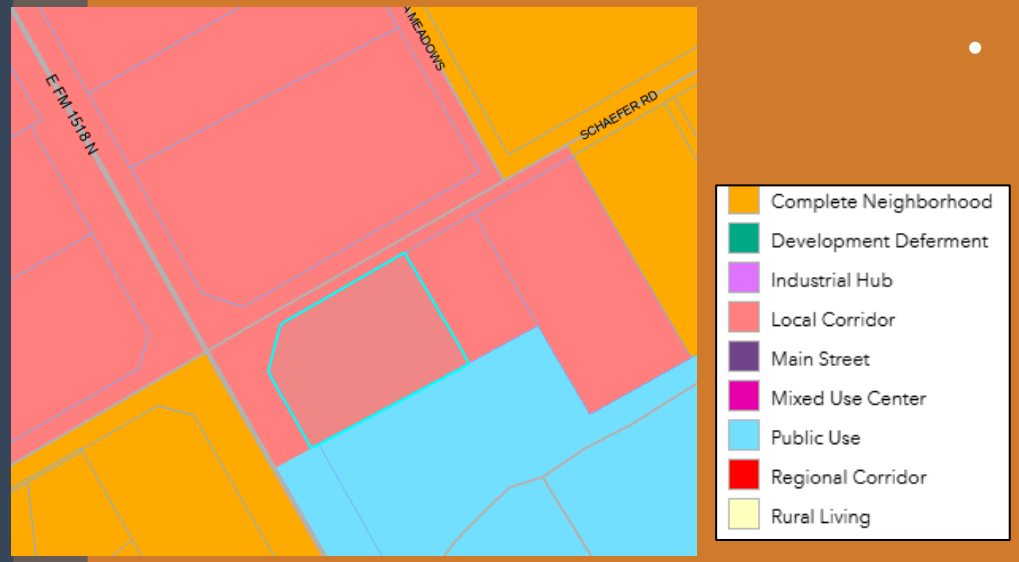


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UDC SECTION 21.5.4.D Criteria for Approval

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

- **Future Land Use Map Designation:** Local Corridor
  - Locally orientated to commercial and entertainment
  - Situated along medium to high volume collectors
  - Conventional retail centers, small scale mixed use
- Proposed General Business
  - Would allow for development of locally orientated commercial
  - Is situated along FM 1518
  - Promotes the Comp. Plan Policies



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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.

- The proposed zone change is asking to bring a portion of an existing tract from Pre-Development District (PRE) to General Business District (GB) as the remainder of the tract is currently zoned General Business District.

- Engineering Summary on TIA Memo
  - The increase in peak hour trips could increase traffic on the transportation system
  - Ongoing road project on FM 1518 could mitigate some of the traffic concerns
  - **Effects can be also be mitigated through various ways**
  - Required improvements will be determined during the development process

- Proposed GB promotes general welfare of the City
  - Increase in traffic can be mitigated
  - Tract will be completely GB, allowing for development of the entire tract.

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 General Business District (GB) is consistent and appropriate
  - Intent is to have their entire lot be General Business District to allow for development of entire lot. Surrounded by GB currently.
  - Suitable transition between single-family and commercial



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UDC SECTION 21.5.4.D Criteria for Approval

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

- Proposed zone change meets the UDC requirements
- Sent to Fire, EMS, and Police Departments for review and no objections were received.
- This zone change was heard at the October 7th 2026 Planning and Zoning Commission.

Staff Recommendation

- Staff recommends approval of Ordinance 26-S-035 as the proposed General Business District (GB) implements the policies of the Comprehensive Land Use Plan- Future Land Use Map and permits uses that serve the overall needs of the community.

Planning and Zoning Commission

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

Agenda No. 12.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 17, 2026**
Department:	**Engineering**
Subject:	**Review of Past Professional Services Task Orders and Construction Contracts for Capital Improvement Projects (City Engineer Kathy Woodlee)**

BACKGROUND

This workshop will provide a summary of the Capital Improvement Project process. Professional service task orders and amendments, and construction contracts and change orders processed over the last several years will be presented.

Attachments

Project Cost Workshop Presentation



Project Design and Construction Cost Workshop

City Council November 17, 2026

Kathryn Woodlee | City Engineer

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Capital Improvement Projects

CIP Project Process:

- Initial budget development
  - Start with high level construction cost estimate
  - Professional Services – generally plugged in at 20% of construction cost – includes survey, easement acquisition services, preliminary engineering report, design, bid, construction phase services
  - Land or Easement Acquisition cost estimated separately

Capital Improvement Projects

Project Execution

- Selection of design professional
- Scoping meeting
  - *Overall scope (e.g. design a new water main along FM 3009)*
  - *Need to balance known and anticipated needs*
- Task Order Scope and Fee Proposal
- Negotiation
  - *Level of effort*
  - *Deliverables*
  - *Additional or supplemental services*

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Capital Improvement Projects

Task Order Scope and Fee Proposal

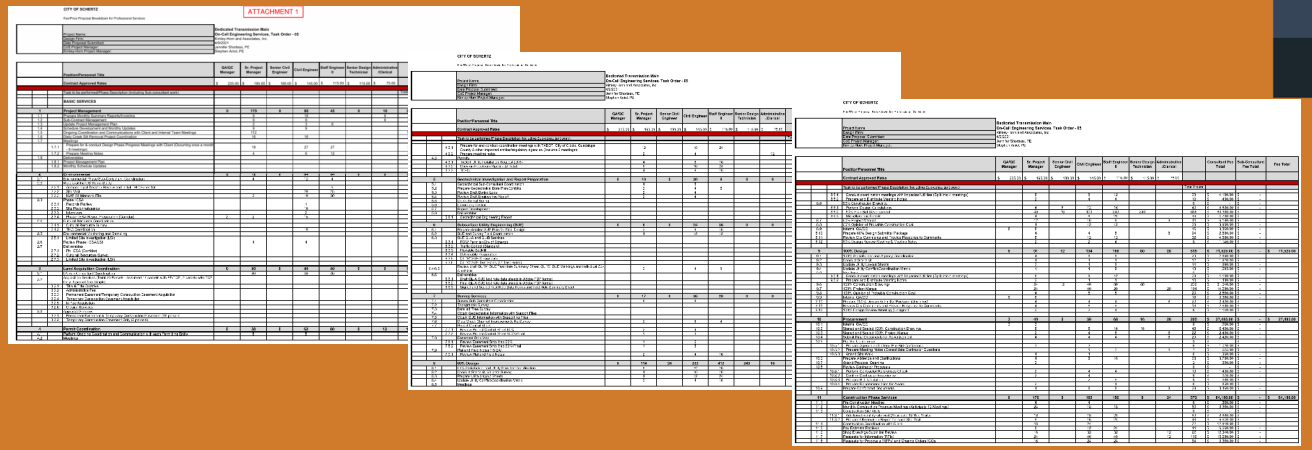
Kimley»Horn

FEE AND BILLING

Consultant will perform the above outlined basic scope of services, including reimbursable project expenses and sub-consultant services, for a lump sum fee of **$1,030,7050**. Supplemental engineering design and sub-consultant supporting services in the amount of $340,920 have been included in this scope and fee proposal in the event additional design tasks are required. The total fee for basic and supplemental services reflective of the scope of services presented within this proposal is a lump sum amount not to exceed **$1,371,705**. Should supplemental services be required, Kimley-Horn will coordinate with necessary sub-consultants to obtain a proposal for submittal to the City, and will begin work upon formal authorization to proceed.

Task	Description of Service	Amount	Basis of Compensation
	BASIC SERVICES		
1	Project Management	$ 54,190.00	[Lump Sum]
2	Environmental	$ 48,310.00	[Lump Sum]
3	Land Acquisition Coordination	$ 253,000.00	[Lump Sum]
4	Permit Coordination	$ 26,500.00	[Lump Sum]
5	Geotechnical Investigation and Report Preparation	$ 44,655.00	[Lump Sum]
6	Subsurface Utility Engineering (SUE)	$ 90,705.00	[Lump Sum]
7	Survey Services	$ 180,535.00	[Lump Sum]
8	60% Design	$ 136,720.00	[Lump Sum]
9	100% Design	$ 71,525.00	[Lump Sum]
10	Procurement	$ 27,485.00	[Lump Sum]
11	Construction Phase Services	$ 84,180.00	[Lump Sum]
12	Record Drawing Preparation	$ 7,380.00	[Lump Sum]
13	Reimbursable Project Expenses	$ 5,600.00	[Lump Sum]
	Total Compensation (BASIC SERVICES)	**$ 1,030,785.00**	**[Lump Sum]**
	SUPPLEMENTAL SERVICES		
S-1	Supplemental Design Services	$ 75,760.00	[Lump Sum]
S-2	Environmental	$ 59,400.00	[Lump Sum]
S-3	Land Acquisition Coordination	$ 156,200.00	[Lump Sum]
S-4	Geotechnical	$ 12,860.00	[Lump Sum]
S-5	Subsurface Utility Engineering (SUE)	$ 15,810.00	[Lump Sum]
S-6	Survey	$ 20,890.00	[Lump Sum]
	Total Compensation (SUPPLEMENTAL SERVICES)	**$ 340,920.00**	**[Lump Sum]**
	Total Compensation (BASIC + SUPPLEMENTAL SERVICES)	**$ 1,371,705.00**	**[Lump Sum]**

kimley-horn.com | 601 NW Loop 410, Suite 350, San Antonio, TX 78216 | 210 541 9166



	QA/QC Manager	Sr. Project Manager	Senior Civil Engineer	Civil Engineer	Staff Engineer II	Senior Design Technician	Administrative /Clerical		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
	$ 225.00	$ 195.00	$ 180.00	$ 145.00	$ 115.00	$ 115.00	$ 75.00				
								Total Hours			
Guadalupe		12		18	24			54	$ 7,710.00	$ -	
		2		4			12	18	$ 1,870.00	$ -	
								0	$ -	$ -	
		4		8	16			28	$ 3,780.00	$ -	
		8		16	24			48	$ 6,640.00	$ -	
		4		8	16			28	$ 3,780.00		
Geotechnical Investigation and Report Preparation	**0**	**10**	**0**	**20**	**8**	**0**	**0**	**38**	**$ 5,770.00**	**$ 38,885.00**	**$ 44,655.00**
Geotechnical Sub-Consultant Coordination		4		8				12	$ 1,940.00	$ -	
Prepare Geotechnical Bore Plan/Exhibits		2		4	8			14	$ 1,890.00	$ -	
Review Draft Boring Logs		2		4				6	$ 970.00	$ -	
Review Draft Engineering Report		2		4				6	$ 970.00	$ -	
Geotechnical Boring								0	$ -	$ 18,280.00	
Laboratory Testing								0	$ -	$ 10,215.00	
Report Development								0	$ -	$ 10,390.00	
Deliverables								0	$ -	$ -	
Geotechnical Engineering Report								0	$ -	$ -	
Subsurface Utility Engineering (SUE)	**0**	**8**	**0**	**24**	**36**	**0**	**0**	**68**	**$ 9,180.00**	**$ 81,525.00**	**$ 90,705.00**
Prepare detailed SUE Plan for Final Design		2		8	16			26	$ 3,390.00	$ -	
SUE and Survey Field Coordination		4		12	12			28	$ 3,900.00	$ -	
SUE QL-A and QL-B Services								0	$ -	$	

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Capital Improvement Projects

Project Execution

- Task Order Agreement Authorization
  - Administrative if less than $100k and within budget
  - Council authorization required if over $100k
    - Base Agreement Amount authorized plus contingency for not to exceed (NTE) amount
- Task Order Amendments
  - Administratively authorized if within (NTE) amount
  - Council authorization required if over NTE amount

Capital Improvement Projects

Project Execution continued

- Project Design
  - Topographic and Boundary Survey
  - Project Design (30%/60%/90%/Final)
  - Easement or ROW Acquisition, if needed
  - Opinion of Probable Construction Cost (OPCC) (Update CIP budget if needed)
- Construction Bid
  - Contract typically awarded by Council to the lowest responsible bidder
  - Base contract plus contingency for not to exceed (NTE) amount
- Construction
  - Contract Change Orders
    - Administratively authorized if within (NTE) amount
    - Council authorization required if over NTE amount

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Capital Improvement Projects

Common Task Order Amendment Causes

- Unforeseen or changing site conditions – unknown utilities and conflicts, degradation of road surface, etc.
- Design changes made by another entity (e.g. TxDOT, CRWA)
- Addition of tasks not previously included
- Project scope additions (e.g. traffic signal addition)
- Easement or land acquisition challenges
- Construction phase issues

Common Construction Change Order Causes

- Material changes
- Increased quantities needed
- Unforeseen site conditions (most commonly utility conflicts)
- Additional project elements (traffic signal addition, additional electrical or communication controls)

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Capital Improvement Projects

Project Variations that Impact Professional Service Fees

Complexity

Simple

Street resurfacing – slurry seal

Short wastewater extension

Complex

Wastewater Lift Station, water storage tank

Street reconstruction addressing drainage issues

Size/scale

Small

1,500-ft wastewater extension

3,000 sf parking area expansion

Large

19,000-ft wastewater extension

3 mil gallon water storage tank

Land or Easement Acquisition Needs

Project within existing right of way

Easements required across developed private property

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Capital Improvement Projects
Sample Projects

2023 SPAM Resurfacing (Ashley Place and Beck St.)	
Professional Services Consultant	In house
Original Professional Services Design Fee	NA
Construction Contractor	Intermountain Slurry
Original Construction Contract	$190,000
Not to Exceed Construction Contract Authorized	$195,000
Change Order 1	$1,616
Revised Not to Exceed Construction Contract Authorized	$196,616
Final Construction Cost Paid	$196,616

2023
- Simple
- Small
- No land needs

Corbett Elevated Storage Tank	
Professional Services Consultant	Ford/Unintech
Original Prof Svcs Design Fee	$227,186
Professional Services Amendments 1 and 2 for easement acquisition services	$15,865
Revised Prof Svcs Design Fee	$243,051
Construction Contractor	Landmark Structures
Original Construction Contract	$4,682,000
Not to Exceed Construction Contract Authorized	$5,150,200
Change Orders 1 - 7	$46,516
Final Construction Cost Paid	$4,728,516

2013-2021
- Complex
- Large
- Easement acquisitions

Design Fee as percentage of construction cost = 5%

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Capital Improvement Projects

Sample Projects

Tri County Parkway Reconstruction	
Professional Services Consultant	Halff
Original Prof Svcs Design Fee	$368,292
Not to Exceed Prof Svcs Design Fee Authorized	$390,000
Professional Svcs Design Fee Amendment	none
Final Prof Svcs Design Fee (amnt paid)	$368,292
Construction Contractor	Texas Sterling
Original Construction Contract	$4,524,164
Not to Exceed Construction Contract Authorized	$4,900,000
Change Order 1	$169,953
Final Construction Cost (amnt paid)	$4,694,117
Prof Svcs Design Fee as % of final construction cost	8%

2021-2023

- Complex – reconstruction in heavily developed area
- Mid-size
- No land needs

Design Fee as percentage of construction cost = 8%

Pedestrian Routes and Bike Lanes	
Professional Services Consultant	Ford/Unintech
Original Prof Svcs Design Fee	$99,018
Professional Svcs Design Fee Amendments 1 and 2 for ROW acquisition svcs and design of addl proj. elements	$36,843
Revised Prof Svcs Design Fee	$135,861
Final Prof Svcs Design Fee (amnt paid)	$134,041
Construction Contractor	D&S Concrete
Original Construction Contract	$1,256,961
Construction cost increases	$54,636
Revised Construction Contract Amount	$1,311,597
Final Construction Cost (amnt paid)	$1,307,008

2018-2022

- Fairly simple but Grant funded
- Mid-size
- ROW acquisition

Design Fee as percentage of construction cost = 10%

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Capital Improvement Projects

16 projects evaluated (2013-2026):

- Number of professional service fee amendments: none – 2 (8 had none, 5 had 1, 3 had 2)
- Number of construction change orders: none – 7
- Design Fee as percentage of construction cost: 1% - 16% (average = 8%)
  - ⬆ Complexity = ⬆ fee %
  - ⬆ Project size (construction cost) = ⬇ fee %

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DISCUSSION



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Agenda No. 13.

CITY COUNCIL MEMORANDUM

City Council Meeting: **November 17, 2026**
Department: **Economic Development Corporation**
Subject: **SEDC Cash Flow Forecast (Interim EDC Director Amy Madison)**

Attachments

CashFlowEDC

Informational Only

CITY COUNCIL MEMORANDUM

City Council Meeting: **November 17, 2026**

Department: **Economic Development**

Subject: **SEDC Cash Flow Projection Report**

Background

The Cash Flow Projection Report estimates annual fund balances for each fiscal year in which the SEDC has obligations under performance agreements or City funding agreements. Using baseline revenue and expense assumptions, the report projects current and future fund balances. These projections enable the Board to evaluate the SEDC's capacity to authorize new projects while maintaining the required minimum reserve fund balance of $12 million. The report is updated each fiscal year following receipt of the September financials. *The projections include only formally signed and executed performance agreements and City projects.*

Eight-Year Forecast Assumptions

1) Beginning Reserve Fund balance as of September 2026 (unaudited)
2) FY27 budgeted expenses and revenues
3) 1% annual increase in expenses
4) 3% annual increase in revenues
5) Estimated total costs for incentive projects
6) Estimated total costs for city projects

Projects Amended or Approved June – September 2026

Boomerang-Lovett Sewer Oversize: Under the second amendment approved by the SEDC Board on June 26, the SEDC transferred $1,900,000 to Fidelity Bank to fund the City's oversized portion—the 24-inch component—of the 32-inch sewer line. Each monthly draw requires approval from the Senior City Engineer and the SEDC Interim Executive Director. Draws approved in August and September totaled $605,292, leaving a total grant balance of $1,294,708.

Hollingsworth Logistics, LLC: The performance agreement, approved by the SEDC Board on August 27 and by the City Council on September 15, provides a maximum grant of $1,500,000 in six installments. The first installment—a $500,000 relocation grant—is anticipated in the FY27 budget. The remaining five installments will be annual tax reimbursement grants, payable after the company meets all applicable requirements.

Las P Schertz, LLC: The second amendment, approved by the SEDC Board on August 27 and by the City Council on September 15, increased the SEDC's maximum obligation from $154,100 to $284,050. After an initial payment of $77,050 in FY25, the maximum remaining grant obligation is $207,000, anticipated in FY27.

Lookout Road Engineering/Design: In September, the SEDC authorized funding an additional $101,806 for Lookout Road engineering and design. The City funding agreement was previously approved by the SEDC Board on September 29, 2022, and the City Council on October 25, 2022. Since then, $436,238 has been paid in prior year allocations for engineering/design. The project's remaining available balance is $231,956.

SEDC Cash Flow Projection Report

	2025-26 UNAUDITED	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	
Reserve Fund Beginning Balance	**$ 40,522,628**	**$ 61,174,874**	**$ 44,652,119**	**$ 37,204,774**	**$ 41,258,688**	**$ 46,126,134**	**$ 51,294,794**	**$ 59,377,220**	**$ 67,984,355**	
Estimated Revenue 3%	**$ 7,668,608**	**$ 8,207,050**	**$ 8,453,262**	**$ 8,706,859**	**$ 8,968,065**	**$ 9,237,107**	**$ 9,514,220**	**$ 9,799,647**	**$ 10,093,636**	
Revenue (Actual)	**$ 22,555,117**									
Boomerang Lovette		$ 2,500,000	$ 2,200,000							**$ 4,700,000**
Caterpillar Expansion - Hydra	$ 100,730	$ 74,683	$ 63,360	$ 19,172						**$ 257,945**
Core 5		$ 350,000								**$ 350,000**
EastGroup 8		$ 3,896,250	$ 3,208,750	$ 115,000	$ 92,000	$ 69,000				**$ 7,381,000**
Freckles Schertz	$ 50,000									**$ 50,000**
Las P Schertz		$ 207,000								**$ 207,000**
Project Catepillar - Aquos		$ 346,500	$ 302,940	$ 277,695	$ 254,430	$ 231,103	$ 149,118	$ 72,084		**$ 1,633,870**
PV Schertz		$ 1,380,000	$ 460,000	$ 460,000						**$ 2,300,000**
Schertz Station		$ 2,000,000	$ 2,000,000							**$ 4,000,000**
Hollingsworth		$ 500,000	$ 202,908	$ 204,369	$ 166,713	$ 169,994	$ 173,342			**$ 1,417,326**
Total Estimated Incentive Projects	**$ 150,730**	**$ 11,254,433**	**$ 8,437,958**	**$ 1,076,236**	**$ 513,143**	**$ 470,097**	**$ 322,460**	**$ 72,084**	**$ -**	**$ 22,297,141**
Boom Connect Upsize ($1.9mil capped)	$ 605,292	$ 1,294,708								**$ 1,900,000**
EastGroup Lift Station Offline			$ 750,000							**$ 750,000**
Lookout Road - Signal - E04 -$90,000 cap		$ 37,715								**$ 37,715**
Lookout Road - Design - E05 $770,000 cap	$ 101,806	$ 231,956								**$ 333,762**
Lookout Road - **Estimated** Construction		$ 6,150,000								**$ 6,150,000**
Main Street				$ 2,500,000	$ 2,500,000	$ 2,500,000				**$ 7,500,000**
Parks CIP		$ 4,705,500	$ 5,646,600							**$ 10,352,100**
Total Estimated City Projects	**$ 707,098**	**$ 12,419,879**	**$ 6,396,600**	**$ 2,500,000**	**$ 2,500,000**	**$ 2,500,000**	**$ -**	**$ -**	**$ -**	**$ 27,023,577**
Total Expenditures	**$ 857,828**	**$ 23,674,312**	**$ 14,834,558**	**$ 3,576,236**	**$ 3,013,143**	**$ 2,970,097**	**$ 322,460**	**$ 72,084**	**$ -**	**$ 49,320,718**
Beginning Balance+Revenue-Expense	**$ 62,219,917**	**$ 45,707,612**	**$ 38,270,823**	**$ 42,335,397**	**$ 47,213,610**	**$ 52,393,144**	**$ 60,486,554**	**$ 69,104,783**	**$ 78,077,991**	
Operations	**$ 1,045,043**	**$ 1,055,493**	**$ 1,066,048**	**$ 1,076,709**	**$ 1,087,476**	**$ 1,098,351**	**$ 1,109,334**	**$ 1,120,428**	**$ 1,131,632**	
Reserve Fund Ending Balance	**$ 61,174,874**	**$ 44,652,119**	**$ 37,204,774**	**$ 41,258,688**	**$ 46,126,134**	**$ 51,294,794**	**$ 59,377,220**	**$ 67,984,355**	**$ 76,946,359**	

Agenda No. 14.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 17, 2026**
Department:	**Engineering**
Subject:	**November 2026 Major Projects in Process**

Attachments

November 2026 Project Updates

Informational Only

CITY COUNCIL MEMORANDUM

City Council Meeting: **November 17, 2026**

Department: **City Manager**

Subject: **Update on Major Projects in Progress**

Background

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

Facilities Projects:

1. **Fleet Building Parking Lot**
   Project Description – Pave the open grassy area located at 27 Commercial Place
   - Project Status: Site Plan Development and Construction Design
   - Projected Completion: To be determined
   - Consultant: Unintech Consulting Engineers, Inc.
   - Contractor: To be determined

   Project Update: Unintech is currently updating the plans after a review from Public Works, Engineering. This project will be split into phases with Public Works trying to perform any work in house that is possible utilizing the available funds.

2. **Library Retention Wall (Pavers)**
   Project Description – Replacing the failing plastic panels around the library foundation with concrete panels. This includes removal and replacement of some of the concrete pavers in the rear courtyard.
   - Project Status: Design
   - Projected Completion: Fall 2027
   - Project Cost: $350,000
   - Consultant: Unintech Consulting Engineering
   - Contractor: To be determined

   Project Update:
   The advance Procurement Meeting for the project has been held. Information gleaned from the meeting will be used to refine the bid package and the project will be re-bid.

3. **Fire Station 4**
   Project Description – Fire Station 4 Build
   - Project Status: Still on schedule for completion. No issues with minimal need for change orders.
   - Projected Completion: March 2027
   - Total Project Cost: Estimated $13.25 million
   - Building Cost: $9.75 million
   - Consultant: AGCM – Owner Rep
   - Architect: Martinez Architecture

- Contractor: Marksman Construction – CMAR

Project Update: Walls are all closed in and interior of building getting all sheetrock up. All stone has been put up and working on brick around the building. Store front for entry and back of dayroom is in. Working on getting wiring run into the building and then throughout the building. Permanent water has been established. Finalizing technology package has been finalized and waiting on pricing. Things are progressing better than we could ask for. Concrete for approaches and driveways will be moving forward soon, with grading taking place now.

4. **FM 78 Build Out PD CID Property Room**

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

- Project Status: TBD
- Projected Completion: TBD
- Consultant: AG/CM
- Contractor: TBD

Project Update: The County has voted to discontinue its agreement with the City for office space. AGCM and Koehler/Martinez have been notified. The City is exploring alternative locations, including leased office space within the City. Therefore, all bids will need to be rejected until a new location is identified. This change may result in project costs exceeding the funding originally approved.

5. **Police Department Building Remodel**

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

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

Project Update: On hold until administrative tasks with the FM 78 build-out for the property room and CID are complete.

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).

- Project Status: In progress
- Projected Completion: estimated August 2026
- Contractor: Way Mechanical

Project Update: The installation and replacement of the Council Chambers, Library, and YMCA HVAC units have been completed and passed inspection. All of the units at City Hall have been replaced. Staff and the contractor discovered additional repairs are needed for two crankcase heaters at the YMCA; parts are on order.

<u>Drainage Projects:</u>

1. **FM 78 South Channel Silt Removal**

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

- Project Status: Easement Acquisition
- Projected Completion: Spring 2027

- Project Cost: Design $32,100, Drainage Report $4,600
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: No change from the last update. Easement negotiations are continuing with the property owners. After easements are acquired, the project will be rebid, and construction will proceed.

2. **Wendy Swan Drainage**

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

- Project Status: Design
- Projected Completion: Summer 2026
- Project Cost: Design $108,500 ($125,000 NTE), Construction Estimate $800,000
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: Advertisement for this project is set for November 18 and November 25 with a bid opening December 16.

3. **Friesenhahn Lift Station Drainage Improvements**

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

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

Project Update: No change from last update. UEG has revised their report on the drainage deficiencies surrounding the lift station and will begin the design for improvements. A separate study will look at all of the lift station sites in the Northern Schertz area for capacity and proposed upgrades. The locations of some of the gravity mains and manholes discharging into the Friesenhahn lift station have been discussed in the drainage report but will be further analyzed in the capacity report.

4. **Weir Road Cibolo Creek Crossing**

Project Description – Repair and Improvement of the Weir Road Crossing of Cibolo Creek

- Project Status: Design Proposal
- Projected Completion: TBD
- Project Cost: Initial Estimate of Interim Design - $150,000
- Consultant: Halff and Associates
- Contractor: TBD

Project Update: Surveying started on November 9th and the consultant has started on the interim solution design work.

5. **Portage Lane Culvert Replacement and Channel Rehabilitation**

Project Description – Repair and Improvement of the drainage channel between Wedgewood Drive and Country Club Boulevard under Portage Lane.

- Project Status: Design Proposal
- Projected Completion: TBD
- Project Cost:
- Consultant: Halff and Associates

- Contractor: TBD

Project Update: Engineering had a project scoping meeting with Halff on October 20th . Engineering is awaiting the fee proposal for this project. This project is being combined with the Morning Drive Culvert Replacement and Channel Rehabilitation Design.

6. **Morning Drive Culvert Replacement and Channel Rehabilitation**

Project Description – Repair and Improvement of the drainage channel between Wedgewood Drive and Country Club Boulevard under Morning Drive.

- Project Status: Design Proposal
- Projected Completion: TBD
- Project Cost:
- Consultant: Halff and Associates
- Contractor: TBD

Project Update: Engineering had a project scoping meeting with Halff on October 20th. Engineering is awaiting the fee proposal for this project. This project is being combined with the Portage Lane Culvert Replacement and Channel Rehabilitation Design.

7. **Kramer Farms Drainage Improvements**

Project Description – Re-grading of the main drainage channel that runs from Randolf Avenue between Rooster Run and Marilyn Drive under Kramer Parkway to Dietz Creek. Project will establish points along the channel to assist with future de-silting maintenance and will evaluate the possibility of increasing the slope of the ditch reduce the amount of silt accumulation.

- Project Status: Design Proposal
- Projected Completion: TBD
- Project Cost:
- Consultant: Freeland Turk
- Contractor: TBD

Project Update: Engineering had a project scoping meeting with Freeland Turk on October 23rd. Engineering is awaiting the fee proposal for this project.

8. **Oak Forest Channel Improvements**

Project Description – Re-grading of the main drainage channel that runs on the east side of FM3009 between Crest Oak Drive and Circle Oak Drive. Project will establish points along the channel to assist with future de-silting maintenance.

- Project Status: Design Proposal
- Projected Completion: TBD
- Project Cost:
- Consultant: Freeland Turk
- Contractor: TBD

Project Update: Engineering had a project scoping meeting with Freeland Turk on October 23rd. Engineering is awaiting the fee proposal for this 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.

- Project Status: Construction
- Projected Completion: Winter 2027
- Project Cost: Engineering/Design $1,187,594, Land purchases, ROW, legal and advertising $700,810, Construction $11,200,000, and miscellaneous costs for a project total of $13,088,404
- Design Engineer: Cobb Fendley & Associates, Inc.
- Owner's Representative: AGCM, Inc.
- Contractor: Thalle Construction Co, Inc.

Project Update: The collection and conveyance system including the lift station was put into operation March 3, 2025. The CCMA South Plant is operational. The contractor continues to work on correction of items identified on the punchlist for the project to be completed. Of that list, the pump issues have been addressed, relocation and elevation of main disconnect is underway and waiting for a task completion by CPS, and repair of settling crane foundation and subsequent crane operational testing is pending. It is still 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 list station, design of new lift station and design of the abandonment of the existing lift station. Property and easement acquisitions were required. The new lift station is needed to maintain sewer services.

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

Project Update: Staff from Engineering and Planning have agreed to defer the replanting of the trees to a later time due to the ongoing work fronting the lift station on IH 35. The construction of the lift station is complete. Staff and UEG are still working with TxDOT for approval of final reimbursement.

3. **FM 1518 Utility Relocations**

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

- Project Status: Construction
- Projected Completion: The City's utility relocation portion of the project is expected to be completed in the Fall of 2026.
- Project Cost: Design NTE $980,000, Construction Joint Bid $8,986,837/Aztec 16" Line $884,270
- Consultant: Halff Associates, Inc.
- Contractor: SER Construction Partners (TxDOT's General Contractor)/Qro Mex Construction (Aztec 16" Line-completed)

Project Update: SER continues to work on water and sewer relocations along FM 1518 near FM 78. Due to some design revisions to the storm sewer and the proposed intersection widening at Lower Seguin Road, a segment of the new water line is being re-evaluated for conflicts.

4. **Corbett Ground Storage Tank**

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

- Project Status: Construction Phase
- Projected Completion: Summer 2026
- Project Cost: Design $547,100, Construction $8,665,220
- Consultant: Unintech Consulting Engineers
- Contractor: Pesado Construction Co.

Project Update: No change from last update. Pesado is completing some signage required by CPS. Staff is completing its review of the provided O&M manuals.

5. **Water Loop Lines**

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

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

Project Update: The contract with RL Jones is being executed for the section of water line along IH 10 from Pfeil to N Graytown Road. Staff is coordinating a pre-construction meeting with the contractor to being the construction phase of the project.

6. **IH 35 NEX-North Utility Relocations**

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

- Project Status: Design - Construction
- Projected Completion: Joint Bid Construction is planned for Fall 2027
- Project Cost: Design & Easement Acquisition Services - $1,250,000
- Project Cost: Construction Sewer Only - $1,787,074 ($2,000,000 NTE)
- Consultant: Halff Associates, Inc.

Project Update: Blackrock Construction is working on the final bore across IH 35. Their target completion date for the sewer relocation is February 19, 2027. Halff is working with Staff to clarify the easements purchased to TXDOT in order to revise the agreement and request reimbursement.

7. **Robin Hood Way Waterline Replacement**

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

- Project Status: Design
- Projected Completion: Fall 2027
- Project Cost: $5,350,000
- Consultant: Kimley- Horn & Associates

Project Update: Final plan changes are underway. This includes the effort needed to "split" the plans so the utility replacement work can be bid separately from the street work. The utility replacement is expected to be bid by the end of the year.

8. Bell North Sewer Extension

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

- Project Status: 90% Completion
- Projected Completion: Winter 2026
- Project Cost: Design $95,000
- Project Cost: Construction $513,900 ($575,000 NTE)
- Consultant: Freeland Turk Engineering Group LLC
- Contractor: RL Jones, LP

Project Update: Freeland Turk has provided their design of the two (2) sewer laterals to connect the existing businesses to the newly constructed sewer main. Staff is reviewing the design to simplify it and make constructing the laterals more cost effective.

9. Northcliffe Country Club Estates Water and Wastewater Main Replacement

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

- Project Status: Design
- Projected Completion: Fall 2027
- Project Cost: $8,733,400 (estimated)
- Consultant: Unintech Consulting Engineers, Inc.

Project Update:

The bid package has been completed, and the project is out to bid starting this week. The bid opening for the project is December 16th.



10. Cibolo West Wastewater Trunk Main

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

- Project Status: Easement Acquisition
- Projected Completion: Fall 2027
- Total Project Cost: $26,743,000
- Consultant for Route Study: Lockwood, Andrews, & Newnam, Inc.
- Consultant for PER and Easement Acquisition: Halff Associates, Inc.

Project Update: No change from last update. Staff are reviewing the scope and fee proposal from Halff to prepare a preliminary engineering report and easement acquisitions. Staff plans to present the results of the route study and bring the PER task order to Council during a coming meeting.

11. Elevated Storage Tank Pipe Replacement and Tank Painting

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

- Project Status: Design
- Projected Completion: Design expected to be complete by Fall 2026.
- Total Project Cost: $2,600,000 Estimated Total
- Consultant for Study: Unintech Consulting Engineers, Inc.

Project Update: Unintech has provided their design to staff and is now working to finalize the bid documents. Staff is working to confirm system pressures and valve operations within the distribution system for when these tanks are taken offline.

12. Schertz Parkway 16" Water Transmission Main Replacement

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

- Project Status: Design
- Projected Completion: Winter 2026
- Project Cost: Design $180,824 ($245,000 NTE), Easements $50,000, Construction Estimate $1,500,000
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: No change from last update. Final plans have been received. An offer has been made for a necessary easement. Once acquired, the project will move to the bidding stage.

13. FM 3009 18" Water Transmission Main Replacement

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

- Project Status: Design
- Projected Completion: Fall 2027
- Project Cost: Design $431,752 ($550,000 NTE), Construction Estimate (including easement acquisition) $4,800,000
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: Unintech is working on revising the plans based on Staff comments. Unintech and Staff plan to meet on site to walk the alignment to confirm conflicts have been addressed and traffic is least impacted once construction begins.

14. IH 35 Ground Storage Tank and Pump Station

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

- Project Status: Design
- Projected Completion: Fall 2027
- Project Cost: Design $728,068 ($800,000 NTE), Construction Estimate (including land acquisition $13,750,000
- Consultant: Unintech Consulting Engineers, Inc.
- Contractor: TBD

Project Update: Staff is working with Unintech on the preliminary analysis of the pump station. Once final system operations are determined, Unintech will begin the preliminary design of the ground storage tank and pump station.

15. Dedicated Transmission Main 24"

Project Description – Construction of a 24" dedicated water transmission main to connect the Live Oak water storage facility to the IH 35 storage tank.

- Project Status: Design 90% complete, resuming Easement Acquisition Negotiations
- Projected Completion: to be determined
- Project Cost: Design $2,502,060, Easement Acquisition $1,000,000, Construction $28,572,940
- Consultant: Kimley-Horn & Associates

Project Update: Project has resumed. Notice of award of a grant through the Texas Water Development Board (TWDB) Water Supply Infrastructure Grant (WSIG) is still pending. Staff has met again with concerned residents of the Arroyo Verde Subdivision through which the main is initially planned to run. Modifications of the route to accommodate concerns continue to be explored. Additional outreach to affected property owners is being scheduled to actively negotiate easements needed.

16. Lift Station Decommissioning

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

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

Project Update: UEG has completed the final design of the decommissioning plans and is working on the contract documents. Once received and approved by staff the project will begin the bidding stage.

17. Bubbling Springs Waterline Replacement

Project Description – The project will replace an existing 6" Asbestos Cement waterline with a new 6" PVC waterline from the dead end of Bubbling Springs Road under Cibolo Creek and tie into the existing waterline on the southern bank.

- Project Status: Design Proposal
- Projected Completion: TBD
- Project Cost:
- Consultant: Freeland Turk
- Contractor: TBD

Project Update: Engineering had a project scoping meeting with Freeland Turk on October 23rd . Engineering is awaiting the fee proposal for this project.

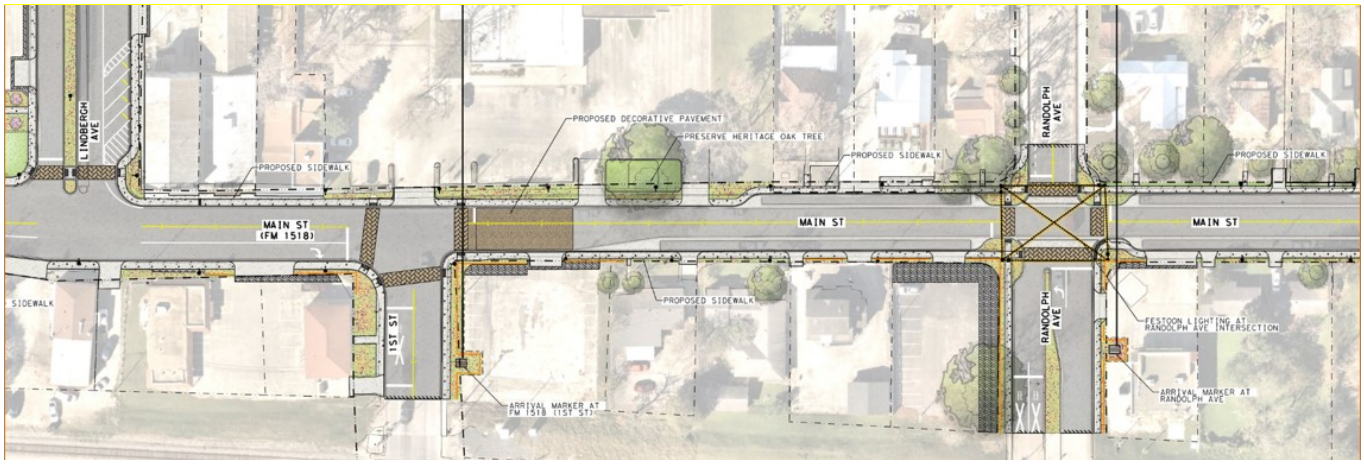
Street Projects:

1. **Main Street Improvements Project**

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

- Project Status: Design
- Projected Completion: Early 2030
- Project Cost: $25,880,893
- Consultant: Kimley- Horn Associates

Project Update: Staff provided a briefing on the project to the Main Street Committee on October 29th. The Advanced Procurement Meeting for the Main Street project will be held on November 19th. Information gleaned from the meeting will be used to refine the bid package for the project. Public outreach on the project will start in December, with stakeholder meetings in January and February. Staff expects to start acquiring easements for the GVEC undergrounding of aerial powerlines in December. The bid package is expected to be completed in late February and bidding for the utility replacement will occur in March. Construction the utility replacement work is expected to start in the Spring of 2027. This will be the first construction phase of the project. This work will affect traffic in the project area and will take several months to complete. After the utility relocation is completed, GVEC will relocate their facilities underground. The other aerial utilities will also relocate underground. The undergrounding of the aerial utilities will also take several months to complete but is not expected to significantly impact normal traffic in the project area. The final phase of construction will be the street reconstruction and all the surface improvements and lighting. There will be an article in the December Schertz Magazine providing more information about the project and the anticipated project schedule. Staff will also provide another briefing to the Main Street Committee in January.



2. **Lookout Road Reconstruction**

Project Description – The project involves reconstruction of Lookout Road from Schertz Parkway to Doerr Lane. A traffic signal at the Lookout Road/Schertz Parkway intersection will also be installed. The project also includes the replacement and upsizing the existing sanitary sewer main in Lookout Road from Doerr Lane to Schertz Parkway.

- Project Status: Design
- Projected Completion: Fall 2027
- Project Cost: Design $571,000 ($20,000 from Selma), Construction estimate $6,738,092 ($100,000 from Selma)
- Design Consultant: Halff Associates, Inc.

Project Update: The closing documents for the CAT Right-of-Way parcel have been received. The final plan changes are underway. Staff is coordinating with EDC and has started the outreach effort for the project. Staff anticipates the project being bid before the end of this year.

3. **Lower Seguin Road Reconstruction**

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

- Project Status: Design
- Projected Completion: Fall 2028
- Project Cost: $18,200,000
- Consultant: Halff Associates, Inc.

Project Update: The DEAAG application has been submitted. Work on finalizing the plans continues and Right-of-Way acquisition is underway.

4. **Buffalo Valley South Resurfacing and Rehabilitation and Utility Replacements**

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

- Project Status: Construction
- Projected Completion: April 16 (Substantial Completion)
- Project Cost: $5,977,000
- Design Consultant: Unintech Consulting Engineering
- Contractor: E-Z Bel Construction, LLC

Project Update: The punch list is almost fully complete. A couple additional items have been discovered that have been added to the punch list. The contractor is working on those and expects to have everything fully complete by the end of 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.

- Project Status: Design
- Projected Completion: Fall 2027
- Project Cost: $3,240,000
- Consultant: Unintech Consulting Engineers, Inc.

Project Update: No change from the last update. The utility conflicts have been fully identified and explained to the utility companies. CPS is in the process of going through their process to relocate their facilities out of the way of the project. Their process is expected to take a few months to complete, which will cause a delay in getting the project out to bid. We anticipate bidding the project in early January. If CPS is able to complete their work sooner, we will be able to bid the project sooner.

6. 2024 SPAM Rehabilitation

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

- Project Status: Construction
- Projected Completion: August 20, 2026 (Substantial Completion)
- Project Cost: $3,581,000
- Consultant: Kimley-Horn Associates
- Contractor: E-Z Bel Construction, LLC

Project Update: Most of the punch list items have been completed. Staff has done another walkthrough of the project and provided a revised punch list to the contractor.

7. 2025 SPAM Resurfacing

Project Description – Resurfacing of the streets in The Village Subdivision. Resurfacing involves performing localized concrete repairs; base repairs; asphalt level up; crack sealing; and applying a slurry seal to the surface of the streets.

- Project Status: Design
- Projected Completion: Summer 2027
- Project Cost: $1,282,231
- Consultant: Kimley-Horn Associates

Project Update: The project plans have been finalized for this work area. This resurfacing work will be "bundled" with the Savannah Drive Overlay (number 10 on this list), the 2026 SPAM Resurfacing project (number 9 on this list), and the TSAC crosswalks.

8. Kramer Farm Rehabilitation

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

- Project Status: Design
- Projected Completion: Summer 2027
- Project Cost: $1,446,582
- Consultant: Kimley-Horn Associates

Project Update: Final plan changes are nearly complete, and the bid package is being assembled. The bid package is expected to be completed by the end of the month.

9. 2026 SPAM Resurfacing

Project Description – resurfacing of the streets in the Woodbridge and Rio Vista Subdivisions. The project also includes the TSAC-recommended crosswalk improvements.

- Project Status: Design
- Projected Completion: Summer 2027
- Project Cost: $1,780,000
- Consultant: Kimley-Horn Associates

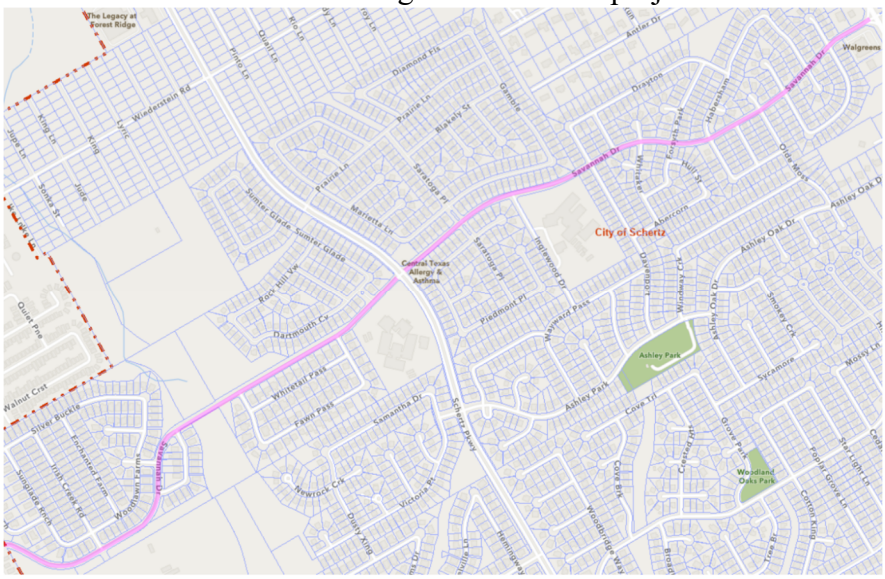
Project Update: The project plans have been finalized for this area. The construction work will be "bundled" with the 2025 SPAM (number 7 on this list), Savannah Mill and Overlay (number 10 on this list), and the TSAC Crosswalk work to take advantage of economies of scale.

10. Savannah Drive Overlay

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

- Project Status: Construction
- Projected Completion: Spring 2027
- Project Cost: $1,460,000
- Consultant: Kimley-Horn Associates

Project Update: No change from last month. The project plans are still being updated. Once the updates are complete the bid package for this work, the 2025 and 2026 SPAM projects, and the TSAC crosswalks will be created and bid as a single construction project.



11. FM 3009 Overpass

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

- Project Status: Schematic Design and Environmental Clearance
- Projected Completion: TBD
- Project Cost: $100,000,000 (TxDOT)
- Consultant: Kimley-Horn Associates

Project Update: TXDOT is holding an open house for the project on November 17th. Work continues on the environmental clearance for the project. TXDOT expects to have the project environmentally cleared by the end of the year. Once they have this, they will proceed with final design and Right-of-Way acquisition.

12. Intersection of Wiederstein Road and Schertz Parkway

Project Description – Signalization of the Intersection of Wiederstein Road and Schertz Parkway

- Project Status: Preliminary Evaluation
- Projected Completion: TBD
- Project Cost: TBD
- Consultant/Contractor: TBD

Project Update: No change from last month. With new development in the vicinity of this intersection – particularly the Heritage Oaks Subdivision and Schertz Fire Station #4 – it is highly likely that full signalization of this intersection will be warranted. Staff will begin evaluation of the steps necessary to plan and implement intersection improvements proactively.

Parks & Recreation Projects:

1. **Schertz Soccer Complex Irrigation Water Storage Project**
   Project Description – Upgrading electrical components, upsizing well pump and piping, and adding storage capacity for irrigation of the Schertz Soccer Complex.
   - Project Status: Completed
   - Project Cost: $200,000 (estimated total)
   - Consultant: Unintech Engineering
   - Contractor: Kutscher Drilling and Specified Water Systems

Project Update: The tank has been installed, filled with water, and is working as designed. Minor punch list items are being addressed, but the system is operating. Staff is waiting on main line break repairs to be completed on the SYSA irrigation side to pressurize the system to be able to program the watering windows.

I.T. Projects:

1. **Asset Management- Work Order System – Open Gov**
   Project Description- Replace the current work order and asset management systems
   - Project Status: Completed
   - Projected Completion: Fall 2025
   - Project Cost: Approximately $470,000
   - Contractor: Open Gov

   Project Update: Parks, Street, and Drainage staff have transitioned into the production site. implementation and go-live support were provided the week of October 19-23rd. The team had a transition meeting from implementation to customer support with OpenGov project manager and customer support representative on November 4th.

Studies and Plans:

1. **Master Thoroughfare Plan and Roadway Impact Fee Update**
   Project Description – Update to City's Master Thoroughfare Plan and Roadway Impact Fee Program.
   - Project Status: Study
   - Projected Completion: Schedule Pending
   - Total Project Cost: $149,460 ($170,000 NTE)
   - Consultant for Study: Kimley-Horn Associates

   Project Update: The draft fee report is almost complete, and a draft has been received of the required impact fee audit. Staff is working on a schedule to bring the items forward to CIAC, Planning and Zoning Commission, and City Council for recommendations and approvals in the next couple of months.

2. **Southern Schertz Interim Sewer Service Study**
   Project Description – Until the completion of expansion of the CCMA South Water Reclamation Plant, treatment capacity in southern Schertz is severely limited. This project is a study to identify potential short-term and long-term sewer service treatment options for the City's southern service area.
   - Project Status: Study
   - Projected Completion: Schedule Pending

- Total Project Cost: $59,695
- Consultant for Study: Utility Engineering Group

Project Update: No change from last update. Staff continues to pursue potential solutions to provide interim capacity. 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). Pump and haul scenarios are being evaluated for some developments.

3. **Regional Flood Planning**

Staff has been collecting and sharing information including previous studies, maps, photographs, and anecdotal accounts of flood events with the AECOM, the consultant preparing the Flood Management Evaluation (FME). A public meeting is scheduled for December 9th from 5:30pm to 7pm. This will be an open house style meeting for residents to share comments and concerns regarding flooding issues within the City for consideration of improvement projects. City staff and AECOM will attend to share the current status of the evaluation and the current areas of concern with potential projects identified.

4. **North Sewer Service Study**

Project Description – The City's northern sewer collection system utilizes twelve (12) existing lift stations to pump sewage through associated force mains and gravity collection systems to finally discharge to either New Braunfels Utility (NBU) or Cibolo Creek Municipal Authority CCMA for final treatment. The continued growth along the IH 35 corridor is placing a strain on these lift station's overall capacity. The study is to determine the existing pumping and storage capacity of each lift station as well as the force mains and receiving gravity mains. Short and long term improvement needed to serve the collection systems demands will be identified which will include estimated costs for upgrades

- Project Status: Study
- Projected Completion: Schedule Pending
- Total Project Cost: $185,000
- Consultant for Study: Utility Engineering Group

Project Update: UEG is working with Staff to gather information on each lift station and their supporting force mains and the receiving gravity mains. GIS is also providing collection system maps to UEG. A kick off meeting is being scheduled to discuss the study and relay information on the current situation at each site. From this UEG will work to analyze the lift stations and provide current and available capacities and proposed improvements needed to support the continued growth.

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